



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, August 25, 2020 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

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

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

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

NOTICE REGARDING CORONAVIRUS (COVID-19): This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed online at <http://lagunahillsca.igam2.com/Citizens/Default.aspx>. If you wish to attend the Council meeting in person, the City Council Chambers is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by wearing a mask, washing your hands often, refraining from handshakes and maintaining social distance of six feet between individuals.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the August 25, 2020, Council meeting, to please submit your comments by email. 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. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. Email comments must be submitted to the City Clerk at publiccomments@lagunahillsCA.gov by 4:30 p.m. on August 25, 2020. Electronic comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Announcement of Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 4:30 p.m. on August 25, 2020. The email comments, including your name, will become part of the record of the Council meeting and will be public information.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

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

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

3. CONSENT CALENDAR

All matters listed under “CONSENT CALENDAR” are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for July 7, 2020, Special Meeting

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

3.3 Approval of Minutes for July 14, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the July 14, 2020, Regular Meeting.

3.4 Approval of Minutes for July 28, 2020, Special Meeting

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

3.5 Approval of Minutes for August 11, 2020, Special Meeting

Recommendation: That the City Council approve the Minutes for the August 11, 2020, Special Meeting.

3.6 Ratification of August 25, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from July 3, 2020, to August 13, 2020, in the amount of \$3,160,379.31.

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

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

3.8 Amendment No. 1 to Office Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Rd, Suite 230, Laguna Hills, California

Recommendation: That the City Council approve Amendment No. 1 to the Office Lease with Koorosh Hosn, D.D.S., a professional corporation, for 24031 El Toro Road, Suite 230, Laguna Hills, California, and authorize the City Manager to execute the Amendment.

3.9 Amendment No. 1 to Office Lease with Our Estate Planning Attorney for 24031 El Toro Rd, Suite 200, Laguna Hills, California

Recommendation: That the City Council approve Amendment No. 1 to the Office Lease with Our Estate Planning Attorney, a California corporation, for 24031 El Toro Road, Suite 200, Laguna Hills, California, and authorize the City Manager to execute the Amendment.

3.10 Proposed Amendment No. 2 to the On-Call Professional Services Agreement with Moore Iacofano Goltsman, Inc., Authorizing a 10 Month Term Extension through June 30, 2021, for Continued On-Call Planning Consultant Services.

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I), and (J), for approval of the proposed Amendment No. 2 to the Professional Services Agreement for On-Call Planning Consultant Services with Moore Iacofano Goltsman, Inc.; 2) Approve Amendment No. 2 to the Professional Services Agreement with Moore Iacofano Goltsman, Inc., extending the term of the Agreement for 10 months through June 30, 2021; and 3) Authorize the Mayor to execute the Amendment.

3.11 Proposed Amendment No. 2 to the On-Call Professional Services Agreement with HR Green Pacific, Inc., Authorizing a 10 Month Term Extension through June 30, 2021, for Continued On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I), and (J), for approval of the proposed Amendment No. 2 to the Professional Services Agreement with HR Green Pacific, Inc., for On-Call Professional Civil Engineering, Building and Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services; 2) Approve Amendment No. 2 to the Professional Services Agreement with HR Green Pacific, Inc., extending the term of the Agreement through June 30, 2021; and 3) Authorize the Mayor to execute the Amendment.

3.12 Resolution Amending Resolution No. 2018-06-26-2 Eliminating Cost of Living Adjustments and Increases to Pension Program for Full-Time Management Employees, and Establishing New Salary Ranges for Specified Part-Time Classifications

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending Resolution No. 2018-06-26-2 to eliminate cost of living adjustments and CalPERS

employee contribution increases for full-time management employees for FY 2020/2021, and establishing new salary ranges for specified part-time job classifications."

3.13 Withdrawal from the Orange County Housing Finance Trust

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the voluntary withdrawal of the City of Laguna Hills from the Orange County Housing Finance Trust and the Joint Exercise of Powers Agreement."

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

4.2. PUBLIC COMMENTS

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

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for July 14, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the July 14, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1. City Manager/Director of Emergency Services**6.1.1 First Reading and Introduction of an Ordinance Amending and Restating Section 2-32.060(B) of the Laguna Hills Municipal Code Regarding the Timeframe for City Council to Review the Necessity for Continuing a Local Emergency**

Recommendation: That the City Council 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, California, amending and restating Section 2-32.060(B) (Director of Emergency Services - Powers and Duties) of Title 2 (Administration and Personnel) of the Laguna Hills Municipal Code regarding the timeframe for City Council to review the necessity for continuing a local emergency."

6.1.2 Online City Council Meetings During the COVID-19 Pandemic State of Emergency

Recommendation: That the City Council select Option 1 and continue utilizing the existing teleconference system.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be September 8, 2020, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by August 21, 2020, at 5:00 pm.



City Clerk

August 21, 2020**Date**

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for July 7, 2020, Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the July 7, 2020, Special Meeting.

ATTACHMENTS:

- 200707 CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Tuesday, July 7, 2020**

CALL TO ORDER

The meeting was called to order at 5:01 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE PEZOLD

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS

The following public comment was received via email and read into the record by Deputy City Manager/City Clerk Au-Yeung:

Loree Blough, a resident of Laguna Hills and President of the Nellie Gail Ranch Board of Directors, expressed her desire to see a Christmas light display this year.

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

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

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

2. Fiscal Impacts from COVID-19 on Fiscal Year 2020/2021

Recommendation: That the City Council receive and file the financial update for Fiscal Year 2020/2021 and review and comment on the recommended budget savings.

City Manager White provided introductory comments on this item and responded to council requests for additional information.

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

Deputy City Manager/City Clerk Au-Yeung, Deputy City Manager/Community Services Director Reynolds, Community Development Director Chantarangsu, Assistant City Manager/Director of Public Services Rosenfield, and Chief of Police Services Stiverson reviewed budget savings for their respective departments and responded to council requests for additional information.

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

3. 2020 City-Wide Holiday Decorations

Recommendation: That the City Council cancel the 2020 Holiday Lighting Display as outlined in Option 1 of this staff report.

A motion was made to move Option 2 in the staff report as well as include 1-year membership suspensions to SCAG, OCCOG, ACC-OC, and League of CA Cities by Council Member Sedgwick, seconded by Mayor Pro Tempore Pezold.

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

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 8:17 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of August 25, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for July 14, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the July 14, 2020, Regular Meeting.

ATTACHMENTS:

- 200714 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, July 14, 2020**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER WHEELER

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

There were no presentations or proclamations.

2. PUBLIC COMMENTS

Andy Soltani, a resident of Laguna Hills, expressed concerns over a civil issue with a neighbor.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Wheeler removing Item No. 3.7 and Item No. 3.9 and Mayor Heft removing Item No. 3.11.

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

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for June 23, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 23, 2020, Regular Meeting.

3.3 Ratification of July 14, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 12, 2020, to July 2, 2020, in the amount of \$381,815.95.

3.4 Adoption of Fiscal Year 2020/2021 Civic Center Budget

Recommendation: That the City Council approve and adopt the Fiscal Year 2020/2021 Civic Center Budget.

3.5 Periodic Review of Development Agreement No. 12-11-2137 (Ordinance No. 2012-4) Between the City of Laguna Hills and Laguna Hills Investment Company: Oakbrook Village Shopping Center Mixed Use Project

Recommendation: That the City Council: 1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and 2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2019 to January 2020.

3.6 Professional Services Agreements for On-Call Soils Engineering, Geotechnical Engineering and Support Services

Recommendation: That the City Council approve the proposed Professional Services Agreements for On-Call Soils Engineering, Geotechnical Engineering and Support Services with: (1) Group Delta Consultants, Inc.; (2) Harrington Geotechnical Engineering, Inc.; and (3) Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc., and authorize the Mayor to execute the Agreements.

3.8 Records Retention Management

Recommendation: That the City Council adopt Resolution No. 2020-07-14-1: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

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

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

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.7 Amendment No. 1 to Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning with Jonset Corporation, Inc., Dba Sunset Property Service**

Council Member Wheeler removed Item No. 3.7 from the Consent Calendar to request additional information.

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.090, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), based on the information provided in the staff report; and 2) Ratify the proposed contract Amendment No. 1 to the Street Sweeping Maintenance Services Agreement for citywide street and roadway cleaning between the City of Laguna Hills and Jonset Corporation, Inc., dba Sunset Property Services, as executed by the City Manager.

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

3.9 City's Conflict of Interest Code

Council Member Wheeler removed Item No. 3.9 from the Consent Calendar to request additional information.

Recommendation: That the City Council adopt Resolution No. 2020-07-14-2: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an updated Conflict of Interest Code and rescinding Resolution No. 2018-07-10-2".

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

3.11 Second Reading & Adoption of Proposed Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code Relating to Campaign Contribution Limits for Elective City Office

Mayor Heft removed Item No. 3.11 from the Consent Calendar to speak in opposition of the item.

Recommendation: That the City Council adopt Ordinance No. 2020-1: "An Ordinance of the City of Laguna Hills, California, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

A motion was made to table the item by Mayor Heft, seconded by Council Member Wheeler.

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

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

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

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:36 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for June 23, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 23, 2020, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:37 p.m. Mayor Pro Tempore Pezold was present. Mayor Heft, Council Member Gilbert, Council Member Sedgwick and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Confirmation of 2020 Weed Abatement Cost Report**

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report.

Mayor Heft opened the public hearing.

City Attorney Simonian confirmed that there were no public comments on the item.

Mayor Heft closed the public hearing.

Recommendation: That the City Council conduct a Public Hearing regarding the 2020 Weed Abatement Cost Report and adopt Resolution No. 2020-07-14-3: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2020 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

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

6. ADMINISTRATIVE REPORTS**6.1. City Manager**

The City Manager gave no administrative reports.

6.2. Community Development Director**6.2.1 Amendment No. 1 to Consulting Services Agreement with Kelly Associates Management Group, LLC and Status Report Regarding the Proposed Village at Laguna Hills Project, Located at the Site of the Former Laguna Hills Mall, and Related Application Processing.**

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to council requests for additional information.

Bill Kelly, President/CEO of Kelly Associates Management Group, LLC, provided a PowerPoint presentation and responded to council requests for additional information.

City Manager White responded to council requests for additional information.

The following public comments were received via email and read into the record by Deputy City Manager/City Clerk Au-Yeung:

Robin Jochims, a resident of Laguna Hills, expressed her concerns regarding the proposed Village at Laguna Hills project moving forward in the midst of the pandemic.

Recommendation: That the City Council: 1) Approve proposed Amendment No. 1 to the Consulting Services Agreement with Kelly Associates Management Group, LLC, increasing the maximum contract amount by \$75,000 from \$50,000 to \$125,000; and 2) Receive and file a presentation from Kelly Associates regarding the status of the proposed Village at Laguna Hills Project, located at the site of the former Laguna Hills Mall, and related application processing.

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

6.2.2 Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to council requests for additional information.

Bryan Estrada, Transportation Planner at RK Engineering Group, provided a PowerPoint presentation, and responded to council requests for additional information.

City Manager White responded to council requests for additional information.

Recommendation: That the City Council adopt Resolution No. 2020-07-14-4: "A Resolution of the City Council of the City of Laguna Hills, California adopting the City of Laguna Hills Vehicle Miles Traveled Analysis Guidelines under the California Environmental Quality Act."

Motion to move staff's recommendation including the amendment to page 4 of Exhibit A to the Resolution.

RESULT:	APPROVED [3 TO 1]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member
NAYS:	Dave Wheeler, Council Member
ABSTAIN:	Janine Heft, Mayor

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8. CITY COUNCIL MEMBER COMMENTS**

Mayor Heft requested that an issue regarding conducting the City Council meetings via video conferencing software be agendized for a future meeting and received a second from Council Member Sedgwick.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 8:35 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of August 25, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for July 28, 2020, Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the July 28, 2020, Special Meeting.

ATTACHMENTS:

- 200728 CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Tuesday, July 28, 2020**

CALL TO ORDER

The meeting was called to order at 5:02 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE PEZOLD

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS

There were no Public Comments.

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

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

Council Member Sedgwick was inadvertently disconnected from the meeting.

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

Council Member Sedgwick rejoined the meeting.

2. Authorization to Advertise for Bids and Purchase Equipment for Traffic Signal Repair at Alicia Parkway and Community Center Drive, CIP No. 112

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

Recommendation: That the City Council: 1) Approve the plans and specifications for the Traffic Signal Repair at Alicia Parkway and Community Center Drive, CIP No. 112; 2) Authorize the advertisement for bids for the project; and 3) Approve the purchase of equipment as specified.

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

3. Progress Payment No. 1 for Community Center HVAC and Roof Replacement Project, CIP No. 513-B

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

Recommendation: That the City Council approve Progress Payment No. 1, in the net amount of \$198,241.25, to West Gate Contractor, for Community Center HVAC and Roof Replacement Project, CIP No. 513-B.

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

4. Explore the Use of Online Meeting Platform for City Council Meetings

Mayor Heft provided introductory comments on this item and responded to council requests for additional information.

Recommendation: Mayor Heft recommends that the City Council consider and review the option of establishing an online meeting platform as needed.

A motion was made to direct staff to research the issue further and to prepare a staff report identifying multiple options for establishing an online meeting platform, seconded by Council Member Sedgwick.

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

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 5:34 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of August 25, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for August 11, 2020, Special Meeting

RECOMMENDATION: That the City Council approve the Minutes for the August 11, 2020, Special Meeting.

ATTACHMENTS:

- 200811 CC Special Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Tuesday, August 11, 2020**

CALL TO ORDER

The meeting was called to order at 5:04 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: Charles McKeegan, from Boy Scout Troop 321

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS

There were no Public Comments.

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

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

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

2. Approval of Final Parcel Map No. 2017-178

Recommendation: That the City Council approve Final Parcel Map No. 2017-178.

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

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 5:09 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of August 25, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of August 25, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from July 3, 2020, to August 13, 2020, in the amount of \$3,160,379.31.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from July 3, 2020, to August 13, 2020, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - August 25, 2020
- Warrant Register, Payables Detail Report - August 25, 2020



City of Laguna Hills, CA

Warrant Register - August 25, 2020

By Check Number

Date Range: 07/03/2020 - 08/13/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818146	A-0376	ABLE BUILDING MAINTENANCE	07/09/2020	2,352.00
8818147	C-0023	COX COMMUNICATION	07/09/2020	211.81
8818148	E-0554	ECONOMICS, INC.	07/09/2020	6,715.75
8818149	G-0843	GRIEGO-SANDS, CINDY	07/09/2020	22.20
8818150	I-0942	IRVINE RANCH WATER DISTRICT	07/09/2020	172.05
8818151	J-1085	JACKSON LEWIS P.C.	07/09/2020	708.00
8818152	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	07/09/2020	12,425.00
8818153	M-1302	MOULTON NIGUEL WATER DISTRICT	07/09/2020	19,689.68
8818154	N-1474	NIEVES LANDSCAPE, INC.	07/09/2020	596.00
8818155	P-1829	PEST OPTIONS, INC.	07/09/2020	225.00
8818156	Q-1717	QUADIENT FINANCE USA, INC.	07/09/2020	150.56
8818157	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	07/09/2020	451.50
8818158	R-1946	RK ENGINEERING GROUP, INC.	07/09/2020	3,772.00
8818159	S-1902	SAN DIEGO GAS & ELECTRIC	07/09/2020	9,739.34
8818160	S-1904	SOUTHERN CALIFORNIA EDISON	07/09/2020	447.50
8818161	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	07/09/2020	12,499.17
8818162	V-2249	US BANK VOYAGER FLEET SYSTEM	07/09/2020	668.23
8818163	Z-CD-0251	HOYT ROOFS INC	07/09/2020	1,680.00
8818164	Z-CD-0147	JIM MURRAY ROOFING INC.	07/09/2020	1,440.00
8818165	H-0804	HINDERLITER, DE LLAMAS & ASSOC., INC.	07/10/2020	7,100.12
8818166	R-1946	RK ENGINEERING GROUP, INC.	07/10/2020	2,700.00
8818167	B-0437	BRINKS, INCORPORATED	07/10/2020	134.69
8818168	C-1139	COMPLETE OFFICE OF CALIFORNIA	07/10/2020	35.90
8818169	O-1546	OFFICE SOLUTIONS	07/10/2020	135.04
8818170	T-2698	TPX COMMUNICATIONS	07/10/2020	535.41
8818171	C-1203	CHRISTMAS KINGS, THE	07/16/2020	49,855.00
8818172	C-0023	COX COMMUNICATION	07/16/2020	195.86
8818173	G-0862	GRANICUS	07/16/2020	4,853.52
8818174	Z-CD-0260	HULL, RICHARD	07/16/2020	100.00
8818175	Z-CD-0147	JIM MURRAY ROOFING INC.	07/16/2020	1,740.00
8818176	O-1546	OFFICE SOLUTIONS	07/16/2020	245.88
8818177	C-0311	ORANGE COUNTY TREASURER TAX COLLECTOR	07/16/2020	4,132.54
8818178	A-0359	ANDERSON PENNA PARTNERS, INC.	07/16/2020	3,290.88
8818179	B-0304	BEE MAN, THE	07/16/2020	375.00
8818180	C-1179	CANON SOLUTIONS AMERICA	07/16/2020	30.70
8818181	C-1022	CDW GOVERNMENT, INC.	07/16/2020	340.95
8818182	C-1144	CHARLES ABBOTT ASSOCIATES, INC	07/16/2020	99,880.91
8818183	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	07/16/2020	9,973.11
8818184	I-0960	IRV SEAVER MOTORCYCLES	07/16/2020	602.65
8818185	J-1057	JAMEY CLARK, INC.	07/16/2020	376.00
8818186	K-1193	KOSMONT COMPANIES	07/16/2020	13,292.12
8818187	M-1600	MERCY HOUSE LIVING CENTERS, INC.	07/16/2020	894.49
8818188	P-1834	PLACEWORKS, INC.	07/16/2020	22,454.03
8818189	R-1855	RICHARD FISHER ASSOCIATES	07/16/2020	1,057.50
8818190	R-1946	RK ENGINEERING GROUP, INC.	07/16/2020	3,090.00
8818191	R-1813	RPW SERVICES, INC.	07/16/2020	1,560.00
8818192	S-2289	SANDS, CINDY	07/16/2020	346.08
8818193	S-1904	SOUTHERN CALIFORNIA EDISON	07/16/2020	3,881.48
8818194	W-2302	THOMSON REUTERS - WEST	07/16/2020	266.61
8818195	V-2224	VERIZON WIRELESS	07/16/2020	666.68
8818196	W-2448	WEST GATE CONTRACTOR	07/16/2020	22,909.00
8818197	M-1513	MEEHAN, DANIEL	07/20/2020	417.26
8818198	Z-CS-0292	REIGN BODY FUEL	07/20/2020	350.00

Attachment: Warrant Register - August 25, 2020 (2198 : Warrant Register, August 25, 2020)

Warrant Register - August 25, 2020

Date Range: 07/03/2020 - 08/13/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8818199	A-0365	AT&T - CALNET 3	07/23/2020	20.88
8818200	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	07/23/2020	532.00
8818201	D-0453	DEPARTMENT OF CONSERVATION	07/23/2020	10,772.35
8818202	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	07/23/2020	135.20
8818203	F-0604	FEDERAL EXPRESS CORPORATION	07/23/2020	60.00
8818204	H-0829	HARTZOG & CRABILL, INC.	07/23/2020	2,878.41
8818205	H-0960	HR GREEN PACIFIC, INC.	07/23/2020	159,323.29
8818206	O-1608	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	07/23/2020	2,164.00
8818207	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	07/23/2020	142.23
8818208	S-1902	SAN DIEGO GAS & ELECTRIC	07/23/2020	24,031.53
8818209	S-2296	SHUTE, MIHALY WEINBERGER LLP	07/23/2020	152.00
8818210	A-0365	AT&T - CALNET 3	07/23/2020	217.05
8818211	C-1096	CODE PUBLISHING COMPANY, INC.	07/23/2020	358.20
8818212	C-1139	COMPLETE OFFICE OF CALIFORNIA	07/23/2020	632.02
8818213	C-0023	COX COMMUNICATION	07/23/2020	946.31
8818214	Z-CD-0261	ELTISTE, RYAN	07/23/2020	100.00
8818215	N-1442	NATIONAL CONSTRUCTION RENTALS	07/23/2020	1,969.04
8818216	P-1779	PUBLIC STORAGE	07/23/2020	6,372.00
8818217	T-2002	TAB PRODUCTS COMPANY	07/23/2020	296.70
8818218	Z-CS-0265	LUKES, JIM	07/28/2020	27.20
8818219	C-1133	CALIFORNIA YELLOW CAB	07/30/2020	318.00
8818220	C-1177	CANON FINANCIAL SERVICES, INC.	07/30/2020	702.84
8818221	E-0504	EL TORO WATER DISTRICT	07/30/2020	13,596.29
8818222	E-0587	EMC DESIGN	07/30/2020	1,000.00
8818223	H-0934	HOME DEPOT	07/30/2020	69.36
8818224	H-0960	HR GREEN PACIFIC, INC.	07/30/2020	8,320.00
8818225	M-1302	MOULTON NIGUEL WATER DISTRICT	07/30/2020	5,587.25
8818226	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	07/30/2020	608.50
8818227	S-2296	SHUTE, MIHALY WEINBERGER LLP	07/30/2020	158.50
8818228	S-1904	SOUTHERN CALIFORNIA EDISON	07/30/2020	12,770.42
8818229	S-2250	SPARKLETTS	07/30/2020	126.39
8818230	S-2299	SPECIALTY MOWING SERVICES, INC.	07/30/2020	50,204.00
8818231	R-1801	WOODRUFF, SPRADLIN & SMART	07/30/2020	63,164.96
8818232	A-0141	APWA	07/30/2020	550.00
8818233	C-1177	CANON FINANCIAL SERVICES, INC.	07/30/2020	571.65
8818234	Z-CD-0262	CENTIMARK CORPORATION	07/30/2020	6,050.00
8818235	Z-CD-0263	CLYDE, KELLY	07/30/2020	738.60
8818236	C-1139	COMPLETE OFFICE OF CALIFORNIA	07/30/2020	146.43
8818237	C-0023	COX COMMUNICATION	07/30/2020	402.31
8818238	C-0349	CPRS - SOUTH REGION	07/30/2020	150.00
8818239	D-0541	DIAMOND ENVIRONMENTAL SERVICES	07/30/2020	2,580.48
8818240	Z-CD-0147	JIM MURRAY ROOFING INC.	07/30/2020	1,080.00
8818241	G-0709	JOE A. GONSALVES & SON	07/30/2020	2,900.00
8818242	M-1388	MOBILE MINI, INC.	07/30/2020	82.97
8818243	M-1475	MUSCO SPORTS LIGHTING, LLC	07/30/2020	1,350.00
8818244	N-1474	NIEVES LANDSCAPE, INC.	07/30/2020	444.08
8818245	O-1546	OFFICE SOLUTIONS	07/30/2020	408.01
8818246	S-2250	SPARKLETTS	07/30/2020	41.96
8818247	W-2337	WEST COAST ARBORISTS, INC.	07/30/2020	2,787.20
8818248	W-2448	WEST GATE CONTRACTOR	07/31/2020	198,241.25
8818249	Z-CS-0318	TINDUGAN, JEAN	08/06/2020	500.00
8818250	I-0982	IDS GROUP, INC.	08/06/2020	3,780.00
8818251	I-0983	INTERWEST CONSULTING GROUP, INC.	08/06/2020	16,000.00
8818252	M-1600	MERCY HOUSE LIVING CENTERS, INC.	08/06/2020	463.42
8818253	S-2250	SPARKLETTS	08/06/2020	7.98
8818254	V-2249	US BANK VOYAGER FLEET SYSTEM	08/06/2020	101.21
8818255	A-0359	ANDERSON PENNA PARTNERS, INC.	08/06/2020	14,691.00
8818256	A-0360	ARC DOCUMENT SOLUTIONS, LLC	08/06/2020	85.25
8818257	C-1177	CANON FINANCIAL SERVICES, INC.	08/06/2020	279.86
8818258	C-1022	CDW GOVERNMENT, INC.	08/06/2020	144.55
8818259	C-1144	CHARLES ABBOTT ASSOCIATES, INC	08/06/2020	9,837.17

Attachment: Warrant Register - August 25, 2020 (2198 : Warrant Register, August 25, 2020)

Warrant Register - August 25, 2020

Check Number	Vendor Number	Vendor Name
8818260	C-0023	COX COMMUNICATION
8818261	C-1122	CROSTOWN ELECTRICAL & DATA, INC.
8818262	D-0561	DOCU-TRUST LAGUNA VAULT
8818263	N-1474	NIEVES LANDSCAPE, INC.
8818264	C-1008	NPDES OC TREASURER-TAX COLLECTOR
8818265	O-1546	OFFICE SOLUTIONS
8818266	Q-1716	QUADIENT LEASING USA, INC.
8818267	R-1946	RK ENGINEERING GROUP, INC.
8818268	S-1904	SOUTHERN CALIFORNIA EDISON
8818269	S-2250	SPARKLETTS
8818270	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION
8818271	W-2302	THOMSON REUTERS - WEST
8818272	T-2698	TPX COMMUNICATIONS
8818273	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
8818274	V-2249	US BANK VOYAGER FLEET SYSTEM
8818275	V-2224	VERIZON WIRELESS
8818276	A-0374	ACTIVE NETWORK, LLC
8818277	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE
8818278	A-0365	AT&T - CALNET 3
8818279	B-0304	BEE MAN, THE
8818280	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.
8818281	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE
8818282	C-1139	COMPLETE OFFICE OF CALIFORNIA
8818283	C-0023	COX COMMUNICATION
8818284	C-1122	CROSTOWN ELECTRICAL & DATA, INC.
8818285	Z-CD-0265	CUNNINGHAM DAVIS CORPORATION
8818286	D-0575	DOG WASTE DEPOT
8818287	E-0554	ECONOMICS, INC.
8818288	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE
8818289	Z-CD-0264	GRIFFIN, MICHAEL
8818290	I-0942	IRVINE RANCH WATER DISTRICT
8818291	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC
8818292	M-1302	MOULTON NIGUEL WATER DISTRICT
8818293	O-1546	OFFICE SOLUTIONS
8818294	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP
8818295	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR
8818296	P-1829	PEST OPTIONS, INC.
8818297	R-1977	RJ ELECTRIC
8818298	R-1946	RK ENGINEERING GROUP, INC.
8818299	S-1902	SAN DIEGO GAS & ELECTRIC
8818300	S-1904	SOUTHERN CALIFORNIA EDISON
8818301	S-1937	STATE CONTROLLER'S OFFICE
8818302	W-2448	WEST GATE CONTRACTOR

Date Range: 07/03/2020 - 08/13/2020

Payment Date	Payment Amount
08/06/2020	211.81
08/06/2020	4,872.80
08/06/2020	101.00
08/06/2020	331.07
08/06/2020	537.41
08/06/2020	77.01
08/06/2020	498.39
08/06/2020	6,057.00
08/06/2020	711.09
08/06/2020	41.25
08/06/2020	13,066.64
08/06/2020	266.61
08/06/2020	529.40
08/06/2020	191.59
08/06/2020	664.43
08/06/2020	711.43
08/13/2020	886.19
08/13/2020	924.66
08/13/2020	22.46
08/13/2020	360.00
08/13/2020	989.48
08/13/2020	3,321.00
08/13/2020	291.26
08/13/2020	195.86
08/13/2020	14,923.53
08/13/2020	1,625.01
08/13/2020	538.64
08/13/2020	6,481.74
08/13/2020	1,388.00
08/13/2020	1,898.92
08/13/2020	185.09
08/13/2020	7,563.75
08/13/2020	24,385.51
08/13/2020	195.20
08/13/2020	955.00
08/13/2020	683.00
08/13/2020	225.00
08/13/2020	180.00
08/13/2020	1,150.00
08/13/2020	9,739.34
08/13/2020	3,950.84
08/13/2020	150.00
08/13/2020	6,000.00
Total Regular:	1,082,035.91

Attachment: Warrant Register - August 25, 2020 (2198 : Warrant Register, August 25, 2020)

Warrant Register - August 25, 2020

Date Range: 07/03/2020 - 08/13/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001273	B-0276	BANK OF AMERICA VISA CARD	07/15/2020	133.81
DFT0001274	B-0276	BANK OF AMERICA VISA CARD	07/15/2020	3,092.89
DFT0001275	B-0276	BANK OF AMERICA VISA CARD	07/15/2020	2.99
DFT0001276	B-0276	BANK OF AMERICA VISA CARD	07/15/2020	249.29
DFT0001277	B-0276	BANK OF AMERICA VISA CARD	07/15/2020	1,373.72
DFT0001301	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	07/31/2020	595,742.24
DFT0001302	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	07/30/2020	94,849.04
DFT0001303	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	08/07/2020	691,449.71
DFT0001304	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	08/13/2020	691,449.71
Total Bank Draft:				2,078,343.40

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	209	157	0.00	1,082,035.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	2,078,343.40
EFT's	0	0	0.00	0.00
	218	166	0.00	3,160,379.31

Attachment: Warrant Register - August 25, 2020 (2198 : Warrant Register, August 25, 2020)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	209	157	0.00	1,082,035.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	2,078,343.40
EFT's	0	0	0.00	0.00
	218	166	0.00	3,160,379.31

Fund Summary

Fund	Name	Period	Amount
998	POOL	7/2020	1,613,511.04
998	POOL	8/2020	1,546,868.27
			3,160,379.31

Attachment: Warrant Register - August 25, 2020 (2198 : Warrant Register, August 25, 2020)



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 07/03/2020 - 08/13/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
07/09/2020	QUADIENT FINANCE USA, INC.	061720	Postage Replenishment, Jun '20	100-195-625000	150.56
07/09/2020	COX COMMUNICATION	062020a	Cable, City Hall, Jun '20	100-195-630000	32.19
07/09/2020	COX COMMUNICATION	062120	WiFi, City Hall, Jun '20	100-195-630000	179.62
07/09/2020	GRIEGO-SANDS, CINDY	063020	Mileage Reimbursement, Gen Gov, 5/12/20 - 6/26/20	100-155-613000	22.20
07/09/2020	IRVINE RANCH WATER DISTRICT	070220	Water Usage, Public Services, Jun '20	100-355-635000	172.05
07/09/2020	SOUTHERN CALIFORNIA EDISON	070820	Street Lights, Traffic Control, Jun '20	100-355-631000	49.65
07/09/2020	SOUTHERN CALIFORNIA EDISON	070820	Street Lights, Traffic Control, Jun '20	100-355-631400	32.35
07/09/2020	SAN DIEGO GAS & ELECTRIC	070820	Street Lights, Traffic Control, Jun '20	100-355-631400	9,739.34
07/09/2020	SOUTHERN CALIFORNIA EDISON	070820	Street Lights, Traffic Control, Jun '20	100-355-631900	365.50
07/09/2020	MOULTON NIGUEL WATER DISTRICT	070820	Water Usage, Public Services, Jun '20	100-355-635000	19,689.68
07/09/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	121765	Street Sweeping Services, Jun '20	100-355-720410	12,499.17
07/09/2020	REAL ESTATE CONSULTING & SERVICES, INC.	13220	Parks Contract Repair, Jun '20	100-355-720701	451.50
07/09/2020	RK ENGINEERING GROUP, INC.	200609	Engineering Services, SB-743, Jun '20	100-355-700101	3,772.00
07/09/2020	PEST OPTIONS, INC.	352450	Rodent Control, Public Services, Jun '20	100-355-720700	225.00
07/09/2020	NIEVES LANDSCAPE, INC.	67655	Monthly and Misc Landscape, Jun '20	100-355-720700	223.50
07/09/2020	NIEVES LANDSCAPE, INC.	67656	Monthly and Misc Landscape, Jun '20	100-355-720700	372.50
07/09/2020	JACKSON LEWIS P.C.	7527661	Legal Services, Mar '20	100-155-700011	531.00
07/09/2020	JACKSON LEWIS P.C.	7550269	Legal Services, Apr '20	100-155-700011	118.00
07/09/2020	JACKSON LEWIS P.C.	7561265	Legal Services, May '20	100-155-700011	59.00
07/09/2020	US BANK VOYAGER FLEET SYSTEM	869321901026 GENGOV:	Vehicle Fuel, Jun '20	100-155-613100	80.68
07/09/2020	US BANK VOYAGER FLEET SYSTEM	869321919026 COMDEV	Vehicle Fuel, Jun '20	100-225-613100	41.70
07/09/2020	US BANK VOYAGER FLEET SYSTEM	869321927026 COMSVC:	Vehicle Fuel, Jun '20	100-310-613100	89.53
07/09/2020	US BANK VOYAGER FLEET SYSTEM	869322032026 POLSVCS	Vehicle Fuel, Jun '20	100-420-613100	218.50
07/09/2020	US BANK VOYAGER FLEET SYSTEM	869322040026 PUBSVCS	Vehicle Fuel, Jun '20	100-355-613100	237.82
07/09/2020	HOYT ROOFS INC	CD-0585-BLDR-0101-201	Refund, C&D Deposit, R #4855	100-000-227001	960.00
07/09/2020	HOYT ROOFS INC	CD-0586-BLDR-0347-202	Refund, C&D Deposit, R #6509	100-000-227001	720.00
07/09/2020	JIM MURRAY ROOFING INC.	CD-0587-BLDR-0413-202	Refund, C&D Deposit, R #6945	100-000-227001	1,440.00
07/10/2020	BRINKS, INCORPORATED	11213083	Courier Fee, Armored Transport, Jul '20	100-155-625000	134.69
07/10/2020	TPX COMMUNICATIONS	131335725-0	Communications Expense, Jul '20	100-195-630000	535.41
07/10/2020	COMPLETE OFFICE OF CALIFORNIA	2469554-0	Operating Supplies, Comm Ctr, Jul	100-310-622005	35.90
07/10/2020	OFFICE SOLUTIONS	I-01770883	Office Supplies, Jul '20	100-195-620000	135.04
07/10/2020	HINDERLITER, DE LLAMAS & ASSOC., INC.	SIN001907	Sales Tax 2nd Qtr, Audit Sales 4th Qtr	100-155-700052	7,100.12
07/15/2020	BANK OF AMERICA VISA CARD	062020 COMSVCS	Departmental Expenditure, Jun '20	100-310-646100	699.15
07/15/2020	BANK OF AMERICA VISA CARD	062020 COMSVCS	Departmental Expenditure, Jun '20	100-310-695502	9.99
07/15/2020	BANK OF AMERICA VISA CARD	062020 COMSVCS	Departmental Expenditure, Jun '20	100-310-695507	2,383.75
07/15/2020	BANK OF AMERICA VISA CARD	062020 GENGOV1	Departmental Expenditure, Jun '20	100-155-622000	133.81
07/15/2020	BANK OF AMERICA VISA CARD	062020 GENGOV2	Departmental Expenditure, Jun '20	100-000-120000	2.99
07/15/2020	BANK OF AMERICA VISA CARD	062020 POLSVCS	Departmental Expenditure, Jun '20	100-420-622000	1,122.17
07/15/2020	BANK OF AMERICA VISA CARD	062020 PUBSVCS	Departmental Expenditure, Jun '20	100-355-720500	154.98
07/15/2020	BANK OF AMERICA VISA CARD	062020 PUBSVCS	Departmental Expenditure, Jun '20	100-355-720701	94.31
07/16/2020	COX COMMUNICATION	062820	WiFi, Community Center, Jul '20	100-195-630000	195.86
07/16/2020	SANDS, CINDY	071320	Petty Cash Replenishment, Mar - Jun '20	100-155-622000	141.78
07/16/2020	SANDS, CINDY	071320	Petty Cash Replenishment, Mar - Jun '20	100-195-620000	8.25
07/16/2020	SANDS, CINDY	071320	Petty Cash Replenishment, Mar - Jun '20	100-225-613000	40.00
07/16/2020	CHRISTMAS KINGS, THE	071320	Special Events, Program Service, Holiday Lights	100-310-695500	49,855.00

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Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
07/16/2020	SOUTHERN CALIFORNIA EDISON	071320	Street Lights, Traffic Control, Jun '20	100-355-631900	3,881.48
07/16/2020	BEE MAN, THE	108417	Bee Removal, Public Services, Apr '20	100-355-720701	180.00
07/16/2020	BEE MAN, THE	110283	Bee Removal, Public Services, Jun '20	100-355-720701	195.00
07/16/2020	GRANICUS	128823	Agenda Software, FY 20/21	100-195-720050	4,853.52
07/16/2020	WEST GATE CONTRACTOR	14	Graffiti Removal, Public Services, Jun '20	100-355-720500	22,909.00
07/16/2020	RK ENGINEERING GROUP, INC.	200610	Traffic Study, Taco Bell Project, Jun	100-000-223000	3,090.00
07/16/2020	RK ENGINEERING GROUP, INC.	200610	Traffic Study, Taco Bell Project, Jun	100-000-442004	(3,090.00)
07/16/2020	RK ENGINEERING GROUP, INC.	200610	Traffic Study, Taco Bell Project, Jun	100-225-700201	3,090.00
07/16/2020	IRV SEAVER MOTORCYCLES	20201350	Motorcycle Maintenance, Police Svcs, Jun '20	100-420-646100	602.65
07/16/2020	RPW SERVICES, INC.	20208	Rodent Control, Public Services, Jun '20	100-355-720700	1,560.00
07/16/2020	CROSSTOWN ELECTRICAL & DATA,	3147 - 3185	Traffic Signal Maintenance, Jun '20	100-355-720420	9,973.11
07/16/2020	CANON SOLUTIONS AMERICA	4033255392	Copier Usage, Community Services, Jun '20	100-195-641200	30.70
07/16/2020	RICHARD FISHER ASSOCIATES	4351	Landscape Maintenance, Public Services, Jun '20	100-355-720700	1,057.50
07/16/2020	MERCY HOUSE LIVING CENTERS, INC.	5003-20-05	Contract Services - Homelessness, May '20	100-310-720302	894.49
07/16/2020	CHARLES ABBOTT ASSOCIATES, INC	61258	Road Maintenance, Jun '20	100-355-720400	99,880.91
07/16/2020	JAMEY CLARK, INC.	71916	Graffiti Removal, Public Services, Jun '20	100-355-720500	376.00
07/16/2020	THOMSON REUTERS - WEST	842560345	Subscription, City Clerk, Jun '20	100-155-626000	266.61
07/16/2020	ANDERSON PENNA PARTNERS, INC.	8466	Inspection Services, Jun '20	100-355-700255	3,290.88
07/16/2020	VERIZON WIRELESS	9857425366	Communication Expense, Jun '20	100-000-120000	57.12
07/16/2020	VERIZON WIRELESS	9857425366	Communication Expense, Jun '20	100-195-630000	609.56
07/16/2020	JIM MURRAY ROOFING INC.	CD-0588-BLDR-0419-202	Refund, C&D Deposit, R #6992	100-000-227001	1,740.00
07/16/2020	HULL, RICHARD	CD-0589-BLDR-0349-202	Refund, C&D Deposit, R #6539	100-000-227001	100.00
07/16/2020	ORANGE COUNTY TREASURER TAX COLLECTOR	GA20210014	LH Share, LAFCO, FY 20/21	100-155-610004	4,132.54
07/16/2020	OFFICE SOLUTIONS	I-01771928	Office Supplies, Jul '20	100-195-620000	188.93
07/16/2020	OFFICE SOLUTIONS	I-01772010	Office Supplies, Jul '20	100-195-620000	56.95
07/16/2020	CDW GOVERNMENT, INC.	ZFL0271	Computer Software, Jun '20	100-195-940000	340.95
07/20/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-611000	45.00
07/20/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-620500	8.26
07/20/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-622500	7.00
07/20/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-695505	357.00
07/23/2020	AT&T - CALNET 3	000014998448	Traffic Signal, Public Services, Jun '20	100-355-630000	20.88
07/23/2020	AT&T - CALNET 3	000015000363	Alarm, Com Ctr & City Hall Lines, Jul '20	100-195-630000	136.26
07/23/2020	AT&T - CALNET 3	000015000363	Alarm, Com Ctr & City Hall Lines, Jul '20	100-310-630100	80.79
07/23/2020	DEPARTMENT OF CONSERVATION	033120	Remittance, SMIP Fee, Jan - Mar '20	100-000-221001	143.42
07/23/2020	DEPARTMENT OF CONSERVATION	033120	Remittance, SMIP Fee, Jan - Mar '20	100-000-221002	3,784.55
07/23/2020	DEPARTMENT OF CONSERVATION	063020	Remittance, SMIP Fee, Apr - Jun '20	100-000-221001	459.93
07/23/2020	DEPARTMENT OF CONSERVATION	063020	Remittance, SMIP Fee, Apr - Jun '20	100-000-221002	1,152.08
07/23/2020	CALIFORNIA BUILDING STANDARDS COMMISSION	063020-Q2	Building Standard Fund, Apr-Jun '20	100-000-221011	591.00
07/23/2020	DIVISION OF THE STATE ARCHITECT	063020-Q2	Disability Access Fees, Apr-Jun '20	100-000-221012	1,352.00
07/23/2020	STATE OF CALIFORNIA	063020-Q2	Building Standard Fund, Apr-Jun '20	100-000-442000	(59.00)
07/23/2020	CALIFORNIA BUILDING STANDARDS COMMISSION	063020-Q2	Building Standard Fund, Apr-Jun '20	100-000-442000	(59.00)
07/23/2020	COX COMMUNICATION	070520	T-1 Line, Jul '20	100-195-630000	851.31
07/23/2020	COX COMMUNICATION	070720	Traffic Signal, Jul '20	100-195-630000	95.00
07/23/2020	PUBLIC STORAGE	072020	Storage Unit, Public Services, FY	100-355-640000	6,372.00
07/23/2020	ELTISTE, RYAN	072220	Refund, C&D Deposit, R #5658	100-000-227001	100.00
07/23/2020	SAN DIEGO GAS & ELECTRIC	072320	Street Lights, Traffic Control, Com Ctr, Jun '20	100-310-631100	3,997.64

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07/23/2020	SAN DIEGO GAS & ELECTRIC	072320	Street Lights, Traffic Control, Com Ctr, Jun '20	100-355-631000	1,497.05
07/23/2020	SAN DIEGO GAS & ELECTRIC	072320	Street Lights, Traffic Control, Com Ctr, Jun '20	100-355-631000	3,270.80
07/23/2020	SAN DIEGO GAS & ELECTRIC	072320	Street Lights, Traffic Control, Com Ctr, Jun '20	100-355-631400	11,902.06
07/23/2020	SAN DIEGO GAS & ELECTRIC	072320	Street Lights, Traffic Control, Com Ctr, Jun '20	100-355-631900	3,363.98
07/23/2020	DEPARTMENT OF CONSERVATION	123119	Remittance, SMIP Fee, Oct - Dec '19	100-000-221001	66.41
07/23/2020	DEPARTMENT OF CONSERVATION	123119	Remittance, SMIP Fee, Oct - Dec '19	100-000-221002	5,165.96
07/23/2020	HR GREEN PACIFIC, INC.	134433	Plan Check, Community Development, Mar '20	100-225-700000	9,463.05
07/23/2020	HR GREEN PACIFIC, INC.	134483	Building Services, Community Development, Mar '20	100-225-700000	31,765.00
07/23/2020	HR GREEN PACIFIC, INC.	135888	Building Services, Community Development, Apr '20	100-225-700000	34,480.00
07/23/2020	HR GREEN PACIFIC, INC.	135889	Plan Check, Community Development, Apr '20	100-225-700000	18,137.63
07/23/2020	HR GREEN PACIFIC, INC.	136200	Plan Check, Community Development, May '20	100-225-700000	8,329.61
07/23/2020	HR GREEN PACIFIC, INC.	136204	Building Services, Community Development, May '20	100-225-700000	23,600.00
07/23/2020	HR GREEN PACIFIC, INC.	136440	Building Services, Community Development, Jun '20	100-225-700000	24,540.00
07/23/2020	HR GREEN PACIFIC, INC.	136441	Plan Check, Community Development, Jun '20	100-225-700000	9,008.00
07/23/2020	HARTZOG & CRABILL, INC.	20-0365	Traffic Signal Mgmt Services, Jun '20	100-355-700101	2,553.41
07/23/2020	HARTZOG & CRABILL, INC.	20-0392	Traffic Signal Design, CIP 112, Jun '20	100-600-790600	325.00
07/23/2020	COMPLETE OFFICE OF CALIFORNIA	2462246-1	Computer Supplies, Jul '20	100-195-621000	65.73
07/23/2020	TAB PRODUCTS COMPANY	2466862	Office Supplies, General Government, Jul '20	100-155-620000	296.70
07/23/2020	COMPLETE OFFICE OF CALIFORNIA	2472441-0	Computer Supplies, Jul '20	100-195-621000	107.74
07/23/2020	COMPLETE OFFICE OF CALIFORNIA	2472442-0	Operating Supplies, Comm Ctr, Jul	100-310-622005	35.90
07/23/2020	COMPLETE OFFICE OF CALIFORNIA	2473759-0	Computer Supplies, Jul '20	100-195-621000	341.03
07/23/2020	SHUTE, MIHALY WEINBERGER LLP	264381	Professional Services, Legal, May '20	100-155-700011	152.00
07/23/2020	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	33700	Contract Services, May '20	100-420-720000	1,144.00
07/23/2020	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	33839	Contract Services, Jun '20	100-420-720000	1,020.00
07/23/2020	CODE PUBLISHING COMPANY, INC.	67141	Municipal Code, Print Supplement, Jul '20	100-155-700030	358.20
07/23/2020	FEDERAL EXPRESS CORPORATION	7-062-40358	Delivery Services, Jun '20	100-195-625000	60.00
07/30/2020	APWA	042720	Micro Paver Enhancement Fee, FY 20/21	100-355-610000	550.00
07/30/2020	CPRS - SOUTH REGION	071620	Annual Membership, FY 20/21	100-355-610000	150.00
07/30/2020	COX COMMUNICATION	071720	T-1 Line, Jul '20	100-195-630000	402.31
07/30/2020	MOULTON NIGUEL WATER DISTRICT	072920	Water Usage, Public Services & Com Ctr, Jun '20	100-310-635100	521.65
07/30/2020	SOUTHERN CALIFORNIA EDISON	072920	Street Lights, Traffic Control, Jun '20	100-355-631000	651.02
07/30/2020	SOUTHERN CALIFORNIA EDISON	072920	Street Lights, Traffic Control, Jun '20	100-355-631400	11,893.88
07/30/2020	EL TORO WATER DISTRICT	072920	Water Usage, Public Services, Jun '20	100-355-635000	13,596.29
07/30/2020	MOULTON NIGUEL WATER DISTRICT	072920	Water Usage, Public Services & Com Ctr, Jun '20	100-355-635000	5,065.60
07/30/2020	SOUTHERN CALIFORNIA EDISON	073020	Street Lights, Traffic Control, Jun '20	100-355-631900	225.52
07/30/2020	SPECIALTY MOWING SERVICES, INC.	1136	Annual Weed Abatement, 2020	100-355-720400	1,000.00
07/30/2020	SPECIALTY MOWING SERVICES, INC.	1136	Annual Weed Abatement, 2020	100-355-720730	49,204.00
07/30/2020	SPARKLETTS	12194330 062420	Operating Supplies, Comm Ctr, Jun	100-310-622005	70.18
07/30/2020	HR GREEN PACIFIC, INC.	136811	Community Center Renovation, CIP 513-B	100-600-790600	8,320.00
07/30/2020	JOE A. GONSALVES & SON	158370	Legislative Services, Aug '20	100-155-700020	2,900.00
07/30/2020	WEST COAST ARBORISTS, INC.	162211	Tree Trimming Services, Jul '20	100-355-720702	2,787.20
07/30/2020	CANON FINANCIAL SERVICES, INC.	21685971	Lease - Copier, City Hall, 7/1/20 - 7/31/20	100-195-641200	253.83

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07/30/2020	CANON FINANCIAL SERVICES, INC.	21685972	Usage - New Admin Copier, 4/1/20 - 6/30/20	100-195-641200	702.84
07/30/2020	CANON FINANCIAL SERVICES, INC.	21685972a	Lease - New Admin Copier, 7/1/20 - 7/31/20	100-195-641200	317.82
07/30/2020	COMPLETE OFFICE OF CALIFORNIA	2472442-1	Office Supplies, Comm Ctr, Jul '20	100-310-620500	52.80
07/30/2020	COMPLETE OFFICE OF CALIFORNIA	2474046-0	Computer Supplies, Jul '20	100-195-621000	93.63
07/30/2020	SHUTE, MIHALY WEINBERGER LLP	264636	Professional Services, Legal, Jun '20	100-155-700011	158.50
07/30/2020	HOME DEPOT	3083962	Program Supplies, Community Services, Jun '20	100-310-622502	56.57
07/30/2020	MUSCO SPORTS LIGHTING, LLC	336977	Lighting Maintenance, Community Center, FY 20/21	100-310-622502	1,350.00
07/30/2020	SPARKLETTS	4228482 071720	Operating Supplies, Jun '20	100-195-622000	56.21
07/30/2020	SPARKLETTS	4228482 071720a	Operating Supplies, Jul '20	100-195-622000	41.96
07/30/2020	WOODRUFF, SPRADLIN & SMART	65929	Professional Services Legal, Jun '20	100-155-700010	36,481.20
07/30/2020	WOODRUFF, SPRADLIN & SMART	65929	Professional Services Legal, Jun '20	100-155-700014	132.00
07/30/2020	WOODRUFF, SPRADLIN & SMART	65929	Professional Services Legal, Jun '20	100-225-700012	286.00
07/30/2020	NIEVES LANDSCAPE, INC.	67845	Monthly and Misc Landscape, Jul '20	100-355-720700	444.08
07/30/2020	MOBILE MINI, INC.	9008768700	Storage Rental, Community Center, 7/14 - 8/10/20	100-310-641000	82.97
07/30/2020	CENTIMARK CORPORATION	CD-0591-BLDC-0071-202	Refund, C&D Deposit, R #6724	100-000-227001	6,050.00
07/30/2020	CLYDE, KELLY	CD-0592-BLDR-0222-201	Refund, C&D Deposit, R #6057	100-000-227001	738.60
07/30/2020	JIM MURRAY ROOFING INC.	CD-0593-BLDR-0435-202	Refund, C&D Deposit, R #7100	100-000-227001	1,080.00
07/30/2020	EMC DESIGN	E201678	City Views, Summer 2020 Issue	100-155-695000	1,000.00
07/30/2020	OFFICE SOLUTIONS	I-01775771	Office Supplies, Jul '20	100-195-620000	92.18
07/30/2020	OFFICE SOLUTIONS	I-01775855	Office/Operating Supplies, Jul '20	100-195-620000	141.46
07/30/2020	OFFICE SOLUTIONS	I-01775855	Office/Operating Supplies, Jul '20	100-195-622000	99.02
07/30/2020	OFFICE SOLUTIONS	I-01777056	Office Supplies, Jul '20	100-195-620000	75.35
07/30/2020	PARKING VIOLATIONS OC	JUN 20	Parking Fee Surcharge, Jun '20	100-420-720823	608.50
07/31/2020	TREASURER-TAX COLLECTOR				
07/31/2020	WEST GATE CONTRACTOR	#1	Community Center Renovation, CIP 513-B, May '20	100-000-201001	(10,433.75)
07/31/2020	WEST GATE CONTRACTOR	#1	Community Center Renovation, CIP 513-B, May '20	100-600-790600	208,675.00
07/31/2020	OCSO LAW ENFORCEMENT	SH 56731	Law Enforcement Services, Jun '20	100-420-720800	595,742.24
08/06/2020	CONTRACT, OC TREASURER-TAX				
08/06/2020	DOCU-TRUST LAGUNA VAULT	040492	Offsite Data Storage, Jul '20	100-155-700030	101.00
08/06/2020	COX COMMUNICATION	071920	Cable, City Hall, Jul '20	100-195-630000	32.19
08/06/2020	COX COMMUNICATION	072120	WiFi, City Hall, Jul '20	100-195-630000	179.62
08/06/2020	SOUTHERN CALIFORNIA EDISON	080420	Street Lights, Traffic Control, Jul '20	100-355-631000	12.00
08/06/2020	SOUTHERN CALIFORNIA EDISON	080420	Street Lights, Traffic Control, Jul '20	100-355-631900	699.09
08/06/2020	ARC DOCUMENT SOLUTIONS, LLC	10691146	Printing Services, Engineering, Jul '20	100-355-623000	67.91
08/06/2020	ARC DOCUMENT SOLUTIONS, LLC	10693588	Printing Services, Engineering, CIP 112, Jul '20	100-600-790600	17.34
08/06/2020	SPARKLETTS	12194330 072220	Operating Supplies, Comm Ctr, Jun	100-310-622005	7.98
08/06/2020	SPARKLETTS	12194330 072220a	Operating Supplies, Comm Ctr, Jul	100-310-622005	41.25
08/06/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	122193	Street Sweeping Services, Jul '20	100-355-720410	12,969.55
08/06/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	122200	Street Sweeping Services, Jul '20	100-355-720410	97.09
08/06/2020	TPX COMMUNICATIONS	132463479-0	Communications Expense, Aug '20	100-195-630000	529.40
08/06/2020	IDS GROUP, INC.	19X063.01-1	Community Center Renovation, CIP No. 513	100-600-790600	3,780.00
08/06/2020	RK ENGINEERING GROUP, INC.	200708	Engineering Services, SB-743, Jul '20	100-355-700100	3,397.00
08/06/2020	RK ENGINEERING GROUP, INC.	200709	Traffic Study, Taco Bell Project, Jul	100-000-223000	1,510.00
08/06/2020	RK ENGINEERING GROUP, INC.	200709	Traffic Study, Taco Bell Project, Jul	100-000-442004	(1,510.00)
08/06/2020	RK ENGINEERING GROUP, INC.	200709	Traffic Study, Taco Bell Project, Jul	100-225-700201	1,510.00
08/06/2020	CANON FINANCIAL SERVICES, INC.	21685970	Lease - Copier, Comm Ctr, 7/1/20 - 7/31/20	100-195-641200	279.86
08/06/2020	CROSSTOWN ELECTRICAL & DATA,	4296-20-007	Traffic Signal Maintenance, Jul '20	100-355-720420	4,872.80
08/06/2020	MERCY HOUSE LIVING CENTERS, INC.	5003-20-05A	Contract Services - Homelessness, Jun '20	100-310-720302	463.42
08/06/2020	INTERWEST CONSULTING GROUP,	61130	Improvement Inspection, May '20	100-355-700255	5,750.00

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08/06/2020	INTERWEST CONSULTING GROUP,	61131	Improvement Inspection, Jun '20	100-355-700255	10,250.00
08/06/2020	CHARLES ABBOTT ASSOCIATES, INC	61344	Road Maintenance, Jul '20	100-355-720400	9,837.17
08/06/2020	NIEVES LANDSCAPE, INC.	67904	Monthly and Misc Landscape, Jul '20	100-355-720700	104.89
08/06/2020	NIEVES LANDSCAPE, INC.	67905	Monthly and Misc Landscape, Jul '20	100-355-720700	226.18
08/06/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	720200371	Street Maintenance, Jul '20	100-355-720400	140.35
08/06/2020	THOMSON REUTERS - WEST	842731637	Subscription, City Clerk, Jul '20	100-155-626000	266.61
08/06/2020	ANDERSON PENNA PARTNERS, INC.	8475	Inspection Services, Jul '20	100-355-700255	14,691.00
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869321901030 GENGOV	Vehicle Fuel, Jun '20	100-155-613100	45.28
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869321901030a GENGOV	Vehicle Fuel, Jun '20	100-155-613100	91.21
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869321901030a GENGOV	Vehicle Fuel, Jun '20	100-155-646100	10.00
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869321919030 COMDEV	Vehicle Fuel, Jul '20	100-225-613100	58.77
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869321927030 COMSVCS	Vehicle Fuel, Jul '20	100-310-613100	121.07
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869322032030 POLSVCS	Vehicle Fuel, Jul '20	100-420-613100	70.13
08/06/2020	US BANK VOYAGER FLEET SYSTEM	869322040030 PUBSVCS	Vehicle Fuel, Jul '20	100-355-613100	369.18
08/06/2020	VERIZON WIRELESS	9859479887	Communication Expense, Jul '20	100-000-120000	(52.02)
08/06/2020	VERIZON WIRELESS	9859479887	Communication Expense, Jul '20	100-195-630000	763.45
08/06/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20194074	Street Maintenance, Jul '20	100-355-720400	51.24
08/06/2020	TINDUGAN, JEAN	FRDCOV-0040	Refund, Facility Deposit, R #1033990.002	100-000-222000	500.00
08/06/2020	OFFICE SOLUTIONS	I-01779332	Office Supplies, Jul '20	100-195-620000	77.01
08/06/2020	QUADIENT LEASING USA, INC.	N8416213	Lease - Mailing Equip, Jun - Aug '20	100-195-641000	498.39
08/06/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210116	Annual NPDES Cost, CIP #410	100-600-790600	537.41
08/06/2020	CDW GOVERNMENT, INC.	ZMG4518	Computer Hardware, Gen Gov, Jul	100-195-940000	144.55
08/07/2020	OCSO LAW ENFORCEMENT	SH 56929	Law Enforcement Services, Jul '20	100-420-720800	691,449.71
08/13/2020	CONTRACT, OC TREASURER-TAX AT&T - CALNET 3	000015137336	Traffic Signal, Public Services, Jul '20	100-355-630000	22.46
08/13/2020	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000488447	Legal Advertising, Jul '20	100-155-624001	955.00
08/13/2020	COX COMMUNICATION	072920	WiFi, Community Center, Jul '20	100-195-630000	195.86
08/13/2020	SOUTHERN CALIFORNIA EDISON	081120	Street Lights, Traffic Control, Jul '20	100-355-631000	36.99
08/13/2020	SOUTHERN CALIFORNIA EDISON	081120	Street Lights, Traffic Control, Jul '20	100-355-631400	32.37
08/13/2020	SAN DIEGO GAS & ELECTRIC	081120	Street Lights, Traffic Control, Jul '20	100-355-631400	9,739.34
08/13/2020	SOUTHERN CALIFORNIA EDISON	081120	Street Lights, Traffic Control, Jul '20	100-355-631900	3,881.48
08/13/2020	IRVINE RANCH WATER DISTRICT	081120	Water Usage, Public Services, Jul '20	100-355-635000	185.09
08/13/2020	MOULTON NIGUEL WATER DISTRICT	081120	Water Usage, Public Services, Jul '20	100-355-635000	24,385.51
08/13/2020	STATE CONTROLLER'S OFFICE	081320	Audit Confirmation Fee, FY 19/20	100-155-700051	150.00
08/13/2020	BEE MAN, THE	110842	Bee Removal, Public Services, Aug	100-355-720701	360.00
08/13/2020	WEST GATE CONTRACTOR	15	Graffiti Removal, Public Services, Jul '20	100-355-720500	6,000.00
08/13/2020	RK ENGINEERING GROUP, INC.	200711	Engineering Services, Jul '20	100-225-700200	1,150.00
08/13/2020	COMPLETE OFFICE OF CALIFORNIA	2478361-0	Operating Supplies, Comm Ctr, Aug	100-310-622005	35.90
08/13/2020	COMPLETE OFFICE OF CALIFORNIA	2479906-0	Computer Supplies, Aug '20	100-195-621000	255.36
08/13/2020	CROSSTOWN ELECTRICAL & DATA,	3186 - 3231	Traffic Signal Maintenance, Jul '20	100-355-720420	14,923.53
08/13/2020	PEST OPTIONS, INC.	357308	Rodent Control, Public Services, Jul	100-355-720700	225.00
08/13/2020	DOG WASTE DEPOT	357667	Operating Supplies, Jul '20	100-355-622000	538.64
08/13/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-02.06	City Engineer Services, Jul '20	100-355-700100	989.48
08/13/2020	RJ ELECTRIC	58952	Parks Contract Repair, Aug '20	100-355-720701	180.00
08/13/2020	GRIFFIN, MICHAEL	CD-0594-ENC-07-19-001	Refund, Encroachment Deposit, R #4525	100-000-220444	1,898.92
08/13/2020	CUNNINGHAM DAVIS CORPORATION	CD-0595-ENC-01-20-008	Refund, Encroachment Deposit, R #6056	100-000-220444	1,625.01
08/13/2020	ACTIVE NETWORK, LLC	CDG190094-202003	Digital Media Marketing, Mar '20	100-310-695507	136.19
08/13/2020	OFFICE SOLUTIONS	I-01782972	Office Supplies, Aug '20	100-195-620000	195.20
08/13/2020	PARKING VIOLATIONS OC	JUL 20	Parking Fee Surcharge, Jul '20	100-420-720823	683.00
08/13/2020	TREASURER-TAX COLLECTOR COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	SC12264	Communications Charges, 4/1/20 - 6/30/20	100-420-646000	924.66

Attachment: Warrant Register, Payables Detail Report - August 25, 2020 (2198 : Warrant Register, August 25, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 07/03/2020 - 08/13/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
08/13/2020	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	SC12309	Communications Charges, 7/1/20 - 9/30/20	100-420-646000	3,321.00
08/13/2020	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 56799	Fingerprint ID System Charges, Jul	100-420-720835	1,388.00
08/13/2020	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 56944	Law Enforcement Services, Aug '20	100-420-720800	691,449.71
Fund 100 - GENERAL FUND Total:					2,958,707.96
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
07/09/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	070220	Professional Services, Jun '20	101-000-223000	12,425.00
07/09/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	070220	Professional Services, Jun '20	101-000-450000	(12,425.00)
07/09/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	070220	Professional Services, Jun '20	101-225-700040	12,425.00
07/10/2020	RK ENGINEERING GROUP, INC.	200611	Traffic Study, Village at Laguna Hills, Jun '20	101-000-223000	2,700.00
07/10/2020	RK ENGINEERING GROUP, INC.	200611	Traffic Study, Village at Laguna Hills, Jun '20	101-000-450000	(2,700.00)
07/10/2020	RK ENGINEERING GROUP, INC.	200611	Traffic Study, Village at Laguna Hills, Jun '20	101-225-700101	2,700.00
07/16/2020	KOSMONT COMPANIES	1911.5-008	Prof Services, Village at Laguna Hills, Jun '20	101-000-223000	13,292.12
07/16/2020	KOSMONT COMPANIES	1911.5-008	Prof Services, Village at Laguna Hills, Jun '20	101-000-450000	(13,292.12)
07/16/2020	KOSMONT COMPANIES	1911.5-008	Prof Services, Village at Laguna Hills, Jun '20	101-225-700000	13,292.12
07/16/2020	PLACEWORKS, INC.	72588	Prof Services, Village at LH Expenses, Jun '20	101-000-223000	8,886.75
07/16/2020	PLACEWORKS, INC.	72588	Prof Services, Village at LH Expenses, Jun '20	101-000-450000	(8,886.75)
07/16/2020	PLACEWORKS, INC.	72588	Prof Services, Village at LH Expenses, Jun '20	101-225-700200	8,886.75
07/16/2020	PLACEWORKS, INC.	72612	Prof Services, Village at LH Expenses, Jun '20	101-000-223000	13,567.28
07/16/2020	PLACEWORKS, INC.	72612	Prof Services, Village at LH Expenses, Jun '20	101-000-450000	(13,567.28)
07/16/2020	PLACEWORKS, INC.	72612	Prof Services, Village at LH Expenses, Jun '20	101-225-700200	13,567.28
07/30/2020	WOODRUFF, SPRADLIN & SMART	65928	Professional Services Legal, Jun '20	101-000-223000	25,385.76
07/30/2020	WOODRUFF, SPRADLIN & SMART	65928	Professional Services Legal, Jun '20	101-000-450000	(25,385.76)
07/30/2020	WOODRUFF, SPRADLIN & SMART	65928	Professional Services Legal, Jun '20	101-225-700012	25,385.76
08/06/2020	RK ENGINEERING GROUP, INC.	200710	Traffic Study, Village at Laguna Hills, Jul '20	101-000-223000	1,150.00
08/06/2020	RK ENGINEERING GROUP, INC.	200710	Traffic Study, Village at Laguna Hills, Jul '20	101-000-450000	(1,150.00)
08/06/2020	RK ENGINEERING GROUP, INC.	200710	Traffic Study, Village at Laguna Hills, Jul '20	101-225-700101	1,150.00
08/13/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	080320	Professional Services, Jul '20	101-000-223000	7,563.75
08/13/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	080320	Professional Services, Jul '20	101-000-450000	(7,563.75)
08/13/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	080320	Professional Services, Jul '20	101-225-700040	7,563.75
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					84,970.66
Fund: 221 - SENIOR MOBILITY PROGRAM					
07/30/2020	CALIFORNIA YELLOW CAB	6406020	Senior Mobility Program, Jun '20	221-310-720000	318.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					318.00
Fund: 307 - C & D FORFEITED DEPOSITS					
07/09/2020	ECONOMICS, INC.	2017-2018.36	Professional Services, Recycling Program, Jun '20	307-355-700000	6,715.75

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Warrant Register - Payables Detail Report

Payment Dates: 07/03/2020 - 08/13/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
08/13/2020	ECONOMICS, INC.	2017-2018.37	Professional Services, Recycling Program, Jul '20	307-355-700000	6,481.74
Fund 307 - C & D FORFEITED DEPOSITS Total:					13,197.49
Fund: 312 - CASp					
07/23/2020	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	063020-Q2	Disability Access Fees, Apr-Jun '20	312-000-442000	(1,216.80)
Fund 312 - CASp Total:					(1,216.80)
Fund: 430 - OC CARES Act Relief Fund					
07/09/2020	ABLE BUILDING MAINTENANCE	M1420995-IN	Contract Services, Janitorial Services, Jun '20	430-420-721505	2,352.00
07/15/2020	BANK OF AMERICA VISA CARD	062020 POLSVCS	Departmental Expenditure, Jun '20	430-420-622000	251.55
07/16/2020	SANDS, CINDY	071320	Petty Cash Replenishment, Mar - Jun '20	430-420-622000	156.05
07/20/2020	REIGN BODY FUEL	CSPCOV5k-048	Expo Booth Refund, Half Marathon	430-310-695507	350.00
07/23/2020	PRINTEX PRINTING AND GRAPHICS INC.	20673 (1)	Printing Services, Com Svcs, May '20	430-420-623000	142.23
07/23/2020	COMPLETE OFFICE OF CALIFORNIA	2471088-0	Supplies - Public Safety, COVID-19, Jul '20	430-420-622000	81.62
07/23/2020	NATIONAL CONSTRUCTION RENTALS	5809295	Contract Services, Public Safety, 7/10/20 - 1/10/21	430-420-720000	1,969.04
07/28/2020	LUKES, JIM	CSPCOV5k-021	Registration Refund, 2020 Memorial Day Race	430-310-695507	27.20
07/30/2020	DIAMOND ENVIRONMENTAL	0002723109	Contract Serv - Sanitation, Cabot Park, Aug '20	430-420-721505	860.16
07/30/2020	DIAMOND ENVIRONMENTAL	0002723110	Contract Serv - Sanitation, Comm Ctr, Aug '20	430-420-721505	860.16
07/30/2020	DIAMOND ENVIRONMENTAL	0002723111	Contract Serv - Sanitation, Civic Ctr, Aug '20	430-420-721505	860.16
07/30/2020	HOME DEPOT	13404	Supplies - Public Safety, COVID-19, Jun '20	430-420-622000	12.79
07/30/2020	WOODRUFF, SPRADLIN & SMART	65929	Professional Services Legal, Jun '20	430-420-700010	880.00
07/30/2020	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 56717	Law Enforcement Serv, Supplemental 3/13 - 6/18/20	430-420-720000	94,849.04
08/13/2020	ACTIVE NETWORK, LLC	1000137172	Mass Cancellation/Refund Service Admin Fee	430-310-695507	750.00
Fund 430 - OC CARES Act Relief Fund Total:					104,402.00
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
07/23/2020	HARTZOG & CRABILL, INC.	20-0392	Traffic Signal Design, CIP 112, Jun '20	600-000-490100	(325.00)
07/23/2020	HARTZOG & CRABILL, INC.	20-0392	Traffic Signal Design, CIP 112, Jun '20	600-251-950112	325.00
07/30/2020	HR GREEN PACIFIC, INC.	136811	Community Center Renovation, CIP 513-B	600-000-490100	(8,320.00)
07/30/2020	HR GREEN PACIFIC, INC.	136811	Community Center Renovation, CIP 513-B	600-255-950513	8,320.00
07/31/2020	WEST GATE CONTRACTOR	#1	Community Center Renovation, CIP 513-B, May '20	600-000-490100	(208,675.00)
07/31/2020	WEST GATE CONTRACTOR	#1	Community Center Renovation, CIP 513-B, May '20	600-255-950513	208,675.00
08/06/2020	ARC DOCUMENT SOLUTIONS, LLC	10693588	Printing Services, Engineering, CIP 112, Jul '20	600-000-490100	(17.34)
08/06/2020	ARC DOCUMENT SOLUTIONS, LLC	10693588	Printing Services, Engineering, CIP 112, Jul '20	600-251-950112	17.34
08/06/2020	IDS GROUP, INC.	19X063.01-1	Community Center Renovation, CIP No. 513	600-000-490100	(3,780.00)
08/06/2020	IDS GROUP, INC.	19X063.01-1	Community Center Renovation, CIP No. 513	600-255-950513	3,780.00
08/06/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210116	Annual NPDES Cost, CIP #410	600-000-490100	(537.41)
08/06/2020	NPDES OC TREASURER-TAX COLLECTOR	PW210116	Annual NPDES Cost, CIP #410	600-254-950410	537.41
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					3,160,379.31

Attachment: Warrant Register, Payables Detail Report - August 25, 2020 (2198 : Warrant Register, August 25, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	2,958,707.96	2,958,707.96
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	84,970.66	84,970.66
221 - SENIOR MOBILITY PROGRAM	318.00	318.00
307 - C & D FORFEITED DEPOSITS	13,197.49	13,197.49
312 - CASp	(1,216.80)	(1,216.80)
430 - OC CARES Act Relief Fund	104,402.00	104,402.00
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	3,160,379.31	3,160,379.31

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	8.09	8.09
100-000-201001	Accounts Payable - Retention	(10,433.75)	(10,433.75)
100-000-220444	EncroachmentGrading	3,523.93	3,523.93
100-000-221001	SMIP - Residential	669.76	669.76
100-000-221002	SMIP - Commercial	10,102.59	10,102.59
100-000-221011	Building Standards Fee	591.00	591.00
100-000-221012	SB1186 ADA CASp Fees	1,352.00	1,352.00
100-000-222000	Refundable Deposits	500.00	500.00
100-000-223000	Plan Application Deposit	4,600.00	4,600.00
100-000-227001	SecurityDeposit-WasteRecycling	12,928.60	12,928.60
100-000-442000	Building Related Permits	(59.00)	(59.00)
100-000-442004	Plan Check Fees - CLH	(4,600.00)	(4,600.00)
100-155-610004	Memberships and Dues - LAFCO	4,132.54	4,132.54
100-155-613000	Mileage Reimbursement	22.20	22.20
100-155-613100	Vehicle-Fuel	217.17	217.17
100-155-620000	Office Supplies	296.70	296.70
100-155-622000	Operating Supplies	275.59	275.59
100-155-624001	Advertising - Legal	955.00	955.00
100-155-625000	Postage & Delivery	134.69	134.69
100-155-626000	Subscriptions & Books	533.22	533.22
100-155-646100	Maint & Repairs - Vehicles	10.00	10.00
100-155-695000	CommunityAsstnc/PublicRelation	1,000.00	1,000.00
100-155-700010	Legal Services-General Counsel	36,481.20	36,481.20
100-155-700011	Legal Services-Litigation	1,018.50	1,018.50
100-155-700014	Legal Services - Luna Bonita	132.00	132.00
100-155-700020	Professional Services - Legislative	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Clerk	459.20	459.20
100-155-700051	Professional Services - Annual	150.00	150.00
100-155-700052	Compliance Audit Services - Sales	7,100.12	7,100.12
100-195-620000	Office Supplies	970.37	970.37
100-195-621000	Computer Supplies	863.49	863.49
100-195-622000	Operating Supplies	197.19	197.19
100-195-625000	Postage & Delivery	210.56	210.56
100-195-630000	Telephone & Communication	4,738.04	4,738.04
100-195-641000	Rent/Lease - Equipment	498.39	498.39
100-195-641200	Rent/Lease - Copier	1,585.05	1,585.05
100-195-720050	Contract Serv-Software Support	4,853.52	4,853.52
100-195-940000	Computer Hardware & Software	485.50	485.50
100-225-613000	Mileage Reimbursement	40.00	40.00
100-225-613100	Vehicle-Fuel	100.47	100.47
100-225-700000	Prof. Svcs - Building & Safety	159,323.29	159,323.29
100-225-700012	Legal Services - Community	286.00	286.00
100-225-700200	General Planning Services	1,150.00	1,150.00
100-225-700201	Plan Application	4,600.00	4,600.00
100-310-611000	Training and Education	45.00	45.00
100-310-613100	Vehicle-Fuel	210.60	210.60

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-620500	Office Supplies - Comm Ctr	61.06	61.06
100-310-622005	Operating Supplies Comm Ctr	227.11	227.11
100-310-622500	Supplies-Program Services	7.00	7.00
100-310-622502	Supplies-Adult Leagues	1,406.57	1,406.57
100-310-630100	Phone & Communication Comm	80.79	80.79
100-310-631100	Utilities - Electric Comm Ctr	3,997.64	3,997.64
100-310-635100	Utilities - Water Comm Ctr	521.65	521.65
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-646100	Maint & Repairs - Vehicles	699.15	699.15
100-310-695500	Special Events-Program Service	49,855.00	49,855.00
100-310-695502	Special Needs Program	9.99	9.99
100-310-695505	Cultural Excursions	357.00	357.00
100-310-695507	Marathon 5k	2,519.94	2,519.94
100-310-720302	Contract Services - Homelessness	1,357.91	1,357.91
100-355-610000	Memberships and Dues Expense	700.00	700.00
100-355-613100	Vehicle-Fuel	607.00	607.00
100-355-622000	Operating Supplies	538.64	538.64
100-355-623000	Printing	67.91	67.91
100-355-630000	Telephone & Communication	43.34	43.34
100-355-631000	Utilities - Electric	5,517.51	5,517.51
100-355-631400	Electric-Street Lights/Signals	43,339.34	43,339.34
100-355-631900	UtilitiesElectricOnBillFinancing	12,417.05	12,417.05
100-355-635000	Utilities - Water	63,094.22	63,094.22
100-355-640000	Rent/Lease - Facility	6,372.00	6,372.00
100-355-700100	City Engineer Services	4,386.48	4,386.48
100-355-700101	Traffic Engineer Services	6,325.41	6,325.41
100-355-700255	Improvement Inspection	33,981.88	33,981.88
100-355-720400	Street Maintenance	110,909.67	110,909.67
100-355-720410	Street Sweeping	25,565.81	25,565.81
100-355-720420	Traffic Signal Maintenance	29,769.44	29,769.44
100-355-720500	Graffiti Removal	29,439.98	29,439.98
100-355-720700	Landscape Maintenance Contract	4,438.65	4,438.65
100-355-720701	Parks Contract Repair	1,460.81	1,460.81
100-355-720702	Tree Maintenance	2,787.20	2,787.20
100-355-720730	Annual Weed Abatement	49,204.00	49,204.00
100-420-613100	Vehicle-Fuel	288.63	288.63
100-420-622000	Operating Supplies	1,122.17	1,122.17
100-420-646000	Maint & Rep-Equip & Machinery	4,245.66	4,245.66
100-420-646100	Maint & Repairs - Vehicles	602.65	602.65
100-420-720000	Contract Services	2,164.00	2,164.00
100-420-720800	General Law Enforcement	1,978,641.66	1,978,641.66
100-420-720823	Parking Citation Processing	1,291.50	1,291.50
100-420-720835	Fingerprint Identification Svc	1,388.00	1,388.00
100-600-790600	Transfers Out - Capital Imprv	221,654.75	221,654.75
101-000-223000	Plan Application Deposit	84,970.66	84,970.66
101-000-450000	Planning Fees	(84,970.66)	(84,970.66)
101-225-700000	Consultant Services	13,292.12	13,292.12
101-225-700012	Legal Services	25,385.76	25,385.76
101-225-700040	Consultant Services, Project	19,988.75	19,988.75
101-225-700101	Consultant Services, Traffic	3,850.00	3,850.00
101-225-700200	Consultant Services, Planning	22,454.03	22,454.03
221-310-720000	Contract Services	318.00	318.00
307-355-700000	Professional Services	13,197.49	13,197.49
312-000-442000	Building Related Permits	(1,216.80)	(1,216.80)
430-310-695507	Memorial Day Race	1,127.20	1,127.20
430-420-622000	Supplies - Public Safety, COVID-	502.01	502.01
430-420-623000	Printing - Public Safety, COVID-19	142.23	142.23
430-420-700010	Legal Services, COVID-19	880.00	880.00

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Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
430-420-720000	Contract Services - Public Safety,	96,818.08	96,818.08
430-420-721505	Contract Services-	4,932.48	4,932.48
600-000-490100	Transfer In- General Fund	(221,654.75)	(221,654.75)
600-251-950112	CIP-Traffic Signal	342.34	342.34
600-254-950410	NPDES Permit & Fees	537.41	537.41
600-255-950513	Community Center Renovation	220,775.00	220,775.00
	Grand Total:	3,160,379.31	3,160,379.31

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	3,160,379.31	3,160,379.31
Grand Total:	3,160,379.31	3,160,379.31



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

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

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

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of August 7, 2020, there were more than 19 million worldwide cases of COVID-19, and 712,000 deaths. Locally, there were 38,711 confirmed cases and 697 deaths in Orange County. Since then, the worldwide cases have increased to more than 22.6 million and the worldwide deaths have increased to more than 792,000. County-wide, the number of confirmed cases has increase from 38,711 to 44,936 and deaths have increased from 697 to 833. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/City

Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

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

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

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten

Continuing Local Emergency

August 25, 2020

Page 3

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

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

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

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. As of August 7, 2020, there were more than 19 million worldwide cases of COVID-19, and 712,000 deaths. Locally, there were 38,711 confirmed cases and 697 deaths in Orange County. Between August 7, 2020, and the date of publication of this staff report (August 21, 2020), the worldwide cases have increased to more than 22.6 million and the worldwide deaths have increased to more than 792,000. County-wide cases have increase from 38,711 to 44,936 and county-wide deaths have increased from 697 to 833. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

Continuing Local Emergency

August 25, 2020

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

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency

PROCLAMATION NO. 2020-03-18-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCLAIMED this 18th day of March 2020.


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

ATTEST:


 Melissa Au-Yeung, City Clerk

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

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

(SEAL)


 MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Amendment No. 1 to Office Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Rd, Suite 230, Laguna Hills, California

RECOMMENDATION: That the City Council approve Amendment No. 1 to the Office Lease with Koorosh Hosn, D.D.S., a professional corporation, for 24031 El Toro Road, Suite 230, Laguna Hills, California, and authorize the City Manager to execute the Amendment.

SUMMARY:

At its July 10, 2018, City Council meeting, the City Council approved a five-year office lease with Koorosh Hosn, D.D.S., a profession corporation, for 24031 El Toro Road, Suite 230. The practice is currently in the third year of its lease although it has been a long-time tenant at the Civic Center since 1999.

With the issuance of Executive Order N-33-20 by Governor Newsom related to COVID-19, the statewide shelter-in-place order required individuals living in California to stay at home or at their place of residence. The California Dental Association issued a statement on March 20, 2020, strongly recommending that dentists practicing in California suspend all in-person dental care with the exception of emergency treatment. Consequently, a number of dental practices, including Koroosh Hosn, D.D.S., temporarily closed their offices to the public.

Koroosh Hosn, D.D.S., has requested a rent reduction of \$0.45/ sq. ft., or 15%, for six-months. As a medical office use, the practice pays a higher base rent rate and, taking into account the temporary reduction, the reduced base rent rate will still be higher

Amendment to Office Lease with Koorosh Hosn, D.D.S., for 24031 El Toro Rd, Suite 230
August 25, 2020
Page 2

than the other non-medical uses in the Civic Center.

Staff recommends the City Council approve the attached Amendment No. 1 and authorize the City Manager to execute the Amendment.

FISCAL IMPACT:

The requested reduction in base rent of \$0.45 per square foot would result in a total rent reduction of \$467 per month, for a total of \$2,800 over a six-month period.

ATTACHMENTS:

- Proposed Amendment No. 1 to Office Lease with Koorosh Hosn, D.D.S.

otherwise, based upon, arising from or in connection with (i) any moratorium, limits or conditions imposed by law due to the Coronavirus Pandemic on Lessor's rights and remedies, including, moratorium on unlawful detainer actions, and (ii) force majeure, acts of God, illegality, frustration, frustration of purpose, prevention of performance, duress, impossibility, emergency, unconscionability, absence or lack of control, rescission, and any other excuses or defenses of performance. Lessee certifies Lessor is not in breach or default and Lessee does not have any claims, defenses, offsets or credits against Lessor or the rent due under the Lease.

9. **Lessor's Obligations.** If Lessor's performance of any portion of the Lease is affected, prevented, delayed or stopped due to or caused by the Coronavirus Pandemic by law or other causes beyond the reasonable control of Lessor, then the time for such performance by Lessor shall be extended by the period of time that Lessor's performance is affected, prevented, delayed or stopped.

10. ☐ Other: N/A.

11. **Miscellaneous.** The defined terms of the Lease shall have the same meaning in this Amendment. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Amendment shall not be construed as if prepared by one of the Parties, but according to its fair meaning as a whole, as if both Parties had prepared it. Except as specifically amended by this Amendment, the Lease shall remain unchanged and continue in full force and effect.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKERS AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AMENDMENT. THE PARTIES ARE URGED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AMENDMENT.

EXECUTED as of the date written above.

By Lessor:

The City of Laguna Hills

By:

Name Printed: Donald J. White

Title: City Manager

Phone: _____

Fax: _____

Email: _____

By:

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

By Lessee:

Koorosh Hosn, D.D.S. a professional corporation

By:

Name Printed: Koorosh Hosn

Title: Chief Executive Officer

Phone: _____

Fax: _____

Email: _____

By:

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Amendment No. 1 to Office Lease with Our Estate Planning Attorney for 24031 El Toro Rd, Suite 200, Laguna Hills, California

RECOMMENDATION: That the City Council approve Amendment No. 1 to the Office Lease with Our Estate Planning Attorney, a California corporation, for 24031 El Toro Road, Suite 200, Laguna Hills, California, and authorize the City Manager to execute the Amendment.

SUMMARY:

At its January 14, 2020, City Council meeting, the City Council approved a thirty-seven (37) month office lease with Our Estate Planning Attorney, a California corporation, for 24031 El Toro Road, Suite 200. Our Estate Planning Attorney operates as a general office for an estate planning law firm and began its lease on March 2, 2020.

With the issuance of Executive Order N-33-20 by Governor Newsom related to COVID-19, the statewide shelter-in-place order required individuals living in California to stay at home or at their place of residence. Our Estate Planning Attorney provides estate planning services and, as such, a majority of its clients are elderly. With the threat of COVID-19 to the safety of individuals age 60 and older, Our Estate Planning Attorney experienced a substantial decline in the number of clients visiting its office and utilizing estate planning services.

Consequently, Our Estate Planning Attorney has requested a base rent deferral for April, May, and June 2020. The deferred base rent will be paid over a two-year period, in equal monthly installments of \$431 per month, beginning July 1, 2020. All other terms

Amendment to Office Lease with Our Estate Planning Attorney for 24031 El Toro Rd,
Suite 200
August 25, 2020
Page 2

of the lease, including scheduled rent escalations, will remain unchanged.

Staff recommends the City Council approve the attached Amendment No. 1 and authorize the City Manager to execute the Amendment.

FISCAL IMPACT:

The requested deferred base rent amount of \$10,349 will be paid over a two year period, in equal monthly installments of \$431, beginning July 1, 2020.

ATTACHMENTS:

- Amendment No. 1 to Office Lease with Our Estate Planning Attorney



First **AMENDMENT TO LEASE**
BASE RENT REDUCTION/DEFERRAL

THIS AMENDMENT TO LEASE is made and entered into as of August 25, 2020, by and between The City of Laguna Hills ("Lessor") and Our Estate Planning Attorney ("Lessee") (collectively, the "Parties" or individually, a "Party").

WHEREAS, Lessor and Lessee are parties to that certain Lease dated for reference purposes only as of January 14, 2020 ("Lease") with respect to the premises commonly known as (street address, city, state, zip) 24031 El Toro Road, Suite 200 Laguna Hills CA 92654 ("Premises");

WHEREAS, the Lease has not been previously amended except (if there are no exceptions write "NONE"): None;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Lease as follows:

1. **Decline in Business Income.** Lessee represents and warrants to Lessor that (i) Lessee's business income has substantially declined due to the current world-wide Coronavirus (COVID-19) pandemic, including due to the consequent self-imposed and/or governmentally mandated closures ("Coronavirus Pandemic"), (ii) the statements, documents and information Lessee provided Lessor to substantiate the decline in Lessee's business income are true and correct in all material respects, and (iii) such loss of business income is not covered by the business interruption insurance policy Lessee is required to obtain under the Lease.

2. ☐ **Base Rent Reduction.** Subject to Paragraph 4 below, Lessor agrees to reduce the Base Rent by the following amounts ("Reduced Base Rent") during the following time periods ("Reduced Base Rent Period"):

<u>Reduction Period</u>	<u>Base Rent (unadjusted)</u>	<u>Amount Reduced</u>	<u>Base Rent (after reduction)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. ☒ **Base Rent Deferral.** Subject to Paragraph 4 below, Lessor agrees to defer payment of the following amounts of Base Rent ("Deferred Base Rent") to the following time periods ("Deferral Period"), which Deferred Base Rent shall be paid in addition to the Base Rent otherwise then due after the Deferral Period ends:

<u>Deferral Period</u>	<u>Base Rent (unadjusted)</u>	<u>Amount Deferred</u>	<u>Base Rent (after deferral)</u>
<u>04/01/2020-06/30/2020</u>	<u>\$10,348.80</u>	<u>\$10,348.80</u>	<u>\$0</u>
_____	_____	_____	_____
_____	_____	_____	_____

Lessee shall pay the Deferred Base Rent as follows: ☐ in a lump sum on _____; or ☒ in equal monthly installments each in the amount of \$431.20 commencing on July 1, 2020 and continuing until paid in full.

4. **Conditions of Reduction or Deferral.** Except as otherwise specifically provided in this Amendment, no amounts (other than Base Rent) due from Lessee under the Lease shall be affected. Lessor's agreement to provide the Reduced Base Rent and/or the Deferred Base Rent is conditioned upon Lessee not being in Default until end of the current Lease term, Lessee not having assigned the Lease or sublet any part of the Premises, Lessee's representations and warranties in this Amendment being true and correct in all material respects, and Lessee abiding by this Amendment, including Lessee's waivers and agreements in Paragraph 8 below. Upon Lessee's Breach before end of the current Lease term, Lessor's agreement to provide the Reduced Base Rent and/or the Deferred Base Rent shall terminate, and Lessee shall immediately owe and pay to Lessor any Base Rent previously reduced and/or deferred, together with late charges and interest due under the Lease. Lessee shall use commercially reasonable efforts to apply for and recover the Reduced Base Rent from any and all present or future available sources, including, but not limited to, the Coronavirus Aid, Relief and Economic Security (CARES) Act, private or governmental aid, assistance or other relief related to the Coronavirus Pandemic, and insurance policies, and promptly reimburse Lessor the Reduced Base Rent as and when received by Lessee from any source.

5. ☐ **Extension of Term.** The term of the Lease is extended by the same number of months as are in the Reduced Base Rent Period ("Extended Term") and the monthly Base Rent during the Extended Term shall be as follows: N/A.

6. ☐ **Term.** The Expiration Date is hereby ☐ advanced ☐ extended to N/A.

7. ☐ **Security Deposit.** Lessor shall use N/A of the current Security Deposit to pay the following amounts due from Lessee: _____. Lessee shall pay Lessor _____ for Security Deposit as follows: ☐ in a lump sum on _____; or ☐ in equal monthly installments each in the amount of _____ commencing on _____ and continuing until paid in full.

8. **Waivers.** Lessee knowingly and intentionally waives and agrees not to assert or raise any current or future defenses, rights or claims, whether at law, equity or otherwise, based upon, arising from or in connection with (i) any moratorium, limits or conditions imposed by law due to the Coronavirus Pandemic on Lessor's rights and remedies, including, moratorium on unlawful detainer actions, and (ii) force majeure, acts of God, illegality, frustration, frustration of purpose, prevention of

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performance, duress, impossibility, emergency, unconscionability, absence or lack of control, rescission, and any other excuses or defenses of performance. Lessee certifies Lessor is not in breach or default and Lessee does not have any claims, defenses, offsets or credits against Lessor or the rent due under the Lease.

9. **Lessor's Obligations.** If Lessor's performance of any portion of the Lease is affected, prevented, delayed or stopped due to or caused by the Coronavirus Pandemic by law or other causes beyond the reasonable control of Lessor, then the time for such performance by Lessor shall be extended by the period of time that Lessor's performance is affected, prevented, delayed or stopped.

10. ☐ Other: N/A.

11. **Miscellaneous.** The defined terms of the Lease shall have the same meaning in this Amendment. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Amendment shall not be construed as if prepared by one of the Parties, but according to its fair meaning as a whole, as if both Parties had prepared it. Except as specifically amended by this Amendment, the Lease shall remain unchanged and continue in full force and effect.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKERS AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AMENDMENT. THE PARTIES ARE URGED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AMENDMENT.

EXECUTED as of the date written above.

By Lessor:

The City of Laguna Hills

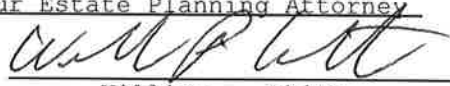
By: _____
Name Printed: Donald J. White
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:

Our Estate Planning Attorney

By: 
Name Printed: William P. White
Title: President
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: William P. White
Title: Secretary
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Proposed Amendment No. 2 to the On-Call Professional Services Agreement with Moore Iacofano Goltsman, Inc., Authorizing a 10 Month Term Extension through June 30, 2021, for Continued On-Call Planning Consultant Services.

RECOMMENDATION: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I), and (J), for approval of the proposed Amendment No. 2 to the Professional Services Agreement for On-Call Planning Consultant Services with Moore Iacofano Goltsman, Inc.; 2) Approve Amendment No. 2 to the Professional Services Agreement with Moore Iacofano Goltsman, Inc., extending the term of the Agreement for 10 months through June 30, 2021; and 3) Authorize the Mayor to execute the Amendment.

SUMMARY:

Consistent with the City's contract model approach to providing services to the community, on September 8, 2015, the City entered into a professional services agreement (Agreement) for on-call planning consultant services with Moore Iacofano Goltsman, Inc., (MIG). The Agreement called for professional planning consultant services to be provided during an initial three (3) year term ending September 7, 2018. On June 26, 2018, the City Council approved Amendment No. 1 to the Agreement extending the contract term to September 7, 2020.

Amendment to a Professional Services Agreement with MIG

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Typically, when a contract for professional services expires, the City prepares a new competitive selection process and issues a request for proposals (RFP) inviting qualified firms to submit proposals to provide consulting services and establish a new contract term. However, the declared state of emergency due to the spread of the novel COVID-19 virus has redirected staff resources and has not allowed appropriate time for the preparation and issuance of an RFP for a new contract. Having access to the professional planning services that MIG provides is a critical need.

Due to the COVID-19 pandemic, City staff recommends that the City Council approve and enter into a second amendment (Amendment No. 2) with MIG, extending the term of the Agreement for 10 months to June 30, 2021, to ensure the City has continued, uninterrupted on-call planning consulting services. MIG has agreed to extend the Agreement via proposed Amendment No. 2 under the same terms and conditions and at the same professional rates and charges - with the new contract renewal expiration date of June 30, 2021. Staff further recommends that the City Council make findings and declare that due to the declared state of emergency it is appropriate to waive provisions of the Laguna Hills Municipal Code (LHMC) Procurement Code Section 3-08.150 and approve proposed Amendment No. 2. The professional services provided by MIG are essential to residents and the business community to ensure the City can continue to provide land use planning, municipal code compliance review, development application and plan check review services, land use entitlement processing, project management and community development services.

BACKGROUND:

The competitive selection requirements and procedures for professional services are set forth in Section 3.08.150 of the LHMC (Procurement Code). Staff issued an RFP and completed a formal competitive selection process in 2015 where MIG was identified as the most qualified firm. The City and MIG entered into a professional services agreement which provided for a three (3) year term (Initial Term) that expired September 7, 2018. Prior to the Agreement's 2018 expiration date, the City Council approved Amendment No. 1 to the Agreement to add an additional two (2) years (Renewal Extension) to the term of the Agreement. The Agreement is currently scheduled to expire on September 7, 2020, by operation of its own terms, unless extended.

On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World Health

Amendment to a Professional Services Agreement with MIG

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Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency, the statewide emergency declaration, the closure of City Hall, modified work schedules, and reduced service levels, staff resources were redirected and there is now insufficient time for staff to take the steps necessary to solicit new proposals for on-call professional planning consulting services pursuant to the City's Procurement Code.

Due to the declared state of emergency caused by the novel COVID-19 pandemic, and based on the facts herein the City Council is requested to waive the formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.150, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J). For each of the exceptions, staff has provided justifications below for waiving the requirements of LHMC 3-08.150.

LHMC 3-08.110(D)

When emergency conditions require the immediate purchase of goods and supplies, equipment, materials, or services. For purposes of this section, emergency purchases are those procurements that are required to prevent immediate interruption or cessation of necessary city services or to safeguard life, property, or the public health and welfare. The Purchasing Officer shall file promptly with the City Council a report showing such conditions and the necessity for such action, together with an itemized account of all expenditures.

Justification: With the on-going state of emergency declared statewide in California by Governor Newsom, and locally by the Laguna Hills City Council due to the outbreak of the novel COVID-19 virus, City Hall was closed between March 18, 2020, and June 6, 2020. On June 8, 2020, the City implemented modified work schedules with reduced staffing levels. During this period staff has been responding to the state of emergency and has been unable to take the steps necessary to solicit proposals pursuant to the City's procurement requirements for on-call professional planning consulting services. The services provided by MIG are essential to residents and the business community to ensure the City can provide continued, uninterrupted land use planning, municipal code compliance review, development application and plan check review services, land

use entitlement processing, project management and community development services.

LHMC 3-08.110(I)

When an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.

Justification: MIG has provided professional planning services to the City since 2015. Their familiarity with the City's processes and personnel have allowed the City to maintain effective services throughout the period covered by the state of emergency without placing undue burdens on City staffing resources. Due to the City's limited staffing availability, staff resources are needed to implement the City's on-going response to COVID-19, which hinders the City's ability to dedicate those resources elsewhere, such as following the City's extensive formal competitive selection procedures contained in LHMC 3-08.150. MIG has agreed to continue providing services to the City without increasing its rates.

LHMC 3-08.110(J)

When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and/or requirements is not in the best interest of the City.

Justification: MIG has provided professional planning services to the City since 2015. Their familiarity with the City's processes and personnel have allowed the City to maintain effective services throughout the period covered by the state of emergency without placing undue burdens on City staffing resources. Due to the City's limited staffing availability, staffing resources are needed to implement the City's on-going response to COVID-19, which hinders the City's ability to dedicate those resources elsewhere, such as following the City's extensive formal competitive selection procedures contained in LHMC 3-08.150. MIG has agreed to continue providing consultant services to the City without increasing its rates. Adhering to the City's procurement requirements would divert City staff resources away from responding to the state of emergency, as well as result in

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the interruption of services necessary to perform land use planning, municipal code compliance review, development application and plan check review services, land use entitlement processing, project management and community development services.

It is recommended that the City Council approve Amendment No. 2 to the Agreement, thereby authorizing the proposed 10-month term extension, to provide for continued, uninterrupted on-call professional planning consultant services in order to allow staff more time to prepare and complete the RFP and satisfy establish formal competitive requirements and procedures for such procurement.

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

Professional planning consultant services are included in the 2020/2021 Fiscal Year Operating Budget of the Community Development Department. Consultant costs can also be offset by deposits made with the City by applicants who have filed development applications that are processed by MIG.

ATTACHMENTS:

- Proposed Amendment No. 2 to Professional Services Agreement with Moore Iacofano Goltsman, Inc.
- Amendment No. 1 to Professional Services Agreement with Moore Iacofano Goltsman, Inc.
- Professional Services Agreement with Moore Iacofano Goltsman, Inc.

**Attachment
3.10a**

**Proposed Amendment No. 2 to
Professional Services Agreement
with Moore Iacofano Goltsman, Inc.**

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
Moore Iacofano Goltsman, Inc.
(On-Call Planning Consultant Services)

THIS SECOND AMENDMENT to the Moore Iacofano Goltsman, Inc., Professional Services Agreement for On-Call Professional Planning Consultant Services (the "Amendment" or "Amendment No. 2") is made and entered into to be effective the 25th day of August 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 MOORE IACOFANO GOLTSMAN, 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 "Parties".

RECITALS

A. City and Consultant previously entered into a professional services agreement for on-call professional planning consulting services, which was made and entered into on September 8, 2015 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 2.3 (Changes in Scope of Work), 3.4 (Term), and 10.3 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise able to perform the Work or Services contracted for under the Agreement.

B. The Agreement was scheduled to expire on September 7, 2018, by operation of its own terms. By way of correspondence from Consultant to City, dated June 8, 2018, Consultant requested that the term of the Agreement be extended for two (2) years in order for Consultant to provide continued, uninterrupted on-call planning consultant services at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the Agreement.

C. On June 26, 2018, the Parties approved and enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for two (2) years in order to provide for continued on-call professional planning consulting services at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the current Agreement. Extending the Term of the Agreement for two (2) additional years created the need to also increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$250,000.00 from \$150,000.00 to \$400,000.00.

D. Unless amended by mutual written agreement of the Parties, the Term of the Agreement is currently scheduled to expire on September 7, 2020 by operation of its own terms.

E. On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World

Health Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency, the statewide emergency declaration, and the partial closure of City Hall, modified work schedules, and reduced service levels, there is now insufficient time for the City staff to rebid this contract.

F. Based on emergency circumstances related to the COVID-19 pandemic, the City has now determined that there is a need to extend the term of the Agreement for ten (10) months in order to ensure continuity of essential consulting services. The continuation of the current level of services provided by the Agreement will ensure the provision of continued cost-effective, uninterrupted planning consultant services on an as-needed, on-call basis.

G. The Parties now desire to enter into this Amendment No. 2 for the purpose of extending the term of the Agreement for ten (10) months in order to provide for continued, uninterrupted on-call planning consulting services at the same professional rates and charges and pursuant to the same terms and conditions set forth in the Agreement, as set forth in Consultant's correspondence to City, dated August 3, 2020, which is attached as **Attachment "1"** hereto and incorporated herein. The proposed ten (10) month term extension does not create the need to increase the total "Maximum Contract Amount" set forth in Section 2.1 of the Agreement.

H. Due to the declared State of Emergency caused by the novel COVID-9 pandemic, and based on the foregoing recitals, the Laguna Hills City Council hereby finds and determines that it is not in the City's best interest to rebid the current on-call planning consulting services contract at this time; therefore, the City Council hereby waives the formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.150, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), and approves the proposed ten (10) month extension of the term of the Agreement to provide for continued, uninterrupted such on-call consulting services in order to allow City staff more time to prepare the necessary bid documents and to establish formal competitive bidding requirements and procedures for such procurement.

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

AGREEMENT

- I. Amendment to Section 3.4, entitled "Term," of the Agreement. Section 3.4 of the Agreement is hereby amended as follows:

Due to the novel COVID-19 pandemic, declared State of Emergency, and the local emergency response related thereto, the Parties understand and mutually agree that, notwithstanding any other provision in the Agreement to the contrary, the Term of the Agreement is hereby extended by ten (10) months, commencing on September 8, 2020 and ending on June 30, 2021, at the same professional rates and charges and under the

same terms and conditions as set forth in the Agreement, as amended, pursuant to Consultant's correspondence to City, dated August 3, 2020, which is attached as **Attachment "1"** hereto and is incorporated herein and made part of the Agreement.

2. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
3. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
4. 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: _____
JANINE HEFT,
Mayor

ATTEST:

(SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

Moore Iacofano Goltsman, Inc.,
a California corporation

By: _____
Daniel Iacofano,
President

By: _____
CAROLYN VERHEYEN,
Chief Financial Officer

Operating

ATTACHMENT "1"

CONSULTANT'S LETTER REQUEST FOR A TEN MONTH
CONTRACT TERM EXTENSION
DUE TO COVID-19 PANDEMIC AND RELATED STATE OF EMERGENCY

DATED: AUGUST 3, 2020



August 3, 2020

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

SUBJECT: EXTENSION OF EXISTING AGREEMENT

Dear Mr. Chantarangsu:

Pursuant to our correspondence, this letter is to confirm MIG’s desire and willingness to extend its existing agreement with the City of Laguna Hills for planning services through June 30, 2021.

We have reviewed the existing agreement, including the scope of work and the schedule of fees. We see no reason to modify these at this point. The existing agreement as written is acceptable to us.

Please prepare the Agreement extension for the signature of Steve Lang, Principal.

Thank you for this opportunity to continue working with you and the City. We have enjoyed the relationship and are pleased to hear that the City has found it fruitful as well.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads 'Richard Zimmer'. The signature is fluid and cursive, with the first and last names being more prominent.

Richard Zimmer
Director – Planning Services

Attachment: Proposed Amendment No. 2 to Professional Services Agreement with Moore Iacofano Goltsman, Inc. [Revision 1] (2196 :

**Attachment
3.10b**

**Amendment No. 1 to
Professional Services Agreement
with Moore Iacofano Goltsman, Inc.**

AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
Moore Iacofano Goltsman, Inc.
(On-Call Planning Consultant Services)

THIS FIRST AMENDMENT to the Moore Iacofano Goltsman, Inc., Professional Services Agreement for On-Call Professional Planning Consultant Services (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 26th day of June 2018, 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 MOORE IACOFANO GOLTSMAN, 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 "Parties".

RECITALS

A. City and Consultant previously entered into that certain professional services agreement for on-call professional planning consulting services, which was made and entered into on September 8, 2015 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 2.3 (Changes in Scope of Work), 3.4 (Term), and 10.3 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise able to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on September 7, 2018, by operation of its own terms. By way of correspondence from Consultant to City, dated June 8, 2018, Consultant has requested that that the term of the Agreement be extended for two (2) years in order for Consultant to provide continued, uninterrupted on-call planning consultant services at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the Agreement.

C. The Parties now desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for two (2) years in order to provide for continued on-call professional planning consulting services at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the current Agreement. Extending the Term of the Agreement for two (2) additional years creates the need to also now increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$250,000.00 from \$150,000.00 to \$400,000.00.

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

AGREEMENT

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

"3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on September 8, 2015 and ending on September 7, 2020, unless extended by mutual written agreement of the Parties."

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, 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 Four Hundred Thousand Dollars (\$400,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section."

3. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
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.

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: Melody Carruth
MELODY CARRUTH,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Gregory E. Simonian
GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

Moore Iacofano Goltsman, Inc.,
a California corporation

By: Daniel Iacofano
DANIEL IACOFANO,
President

By: Carolyn Verheyen
CAROLYN VERHEYEN,
COO, Secretary

**Attachment
3.10c**

**Professional Services Agreement
with Moore Iacofano Goltsman, Inc.**

PROFESSIONAL SERVICES AGREEMENT
Moore Iacofano Goltsman, Inc.
(On-Call Planning Consultant Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and MOORE IACOFANO GOLTSMAN, INC., a California corporation, (MIG, Inc.) (MIG/Hogle-Ireland) (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, on an on-call basis, of a qualified planning services consulting firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, project management and community development services, as well to provide the City with other as-needed land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. Consultant has submitted to City a formal written proposal, dated June 3, 2015, to provide professional on-call planning consultant services, as well as a full range of other as-needed planning, land use, environmental review and other consulting support services that may be required on an on-call basis, to City for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional on-call planning consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated June 3, 2015, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original June 3, 2015 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A" is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates 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 One Hundred Fifty Thousand Dollars (\$150,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on September 8, 2015 and ending on September 7, 2018, 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: **Pamela Steele, Principal.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

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

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

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

5. INSURANCE

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

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

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

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

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

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

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a

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

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

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

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

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

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

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

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

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

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

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

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

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

5.11 Insurance for Subconsultants. Consultant shall include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional insureds under the Consultant's insurance policies, or Consultant shall be responsible

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

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

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

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties.

Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

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

8.4 Default of Consultant.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless

in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for

employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

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

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

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

To Consultant: Moore, Iacofano & Goltsman, Inc., (MIG, Inc.)
 Attention: Pamela Steele, Principal
 1500 Iowa Avenue, Suite 110
 Riverside, California 92507
 Telephone: (951) 787-9222
 Facsimile: (951) 781-6014

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

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

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

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

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

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

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

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

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

[SIGNATURES ON NEXT PAGE]

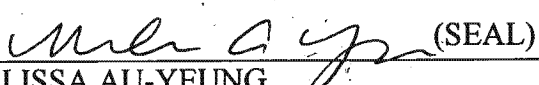
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
City of Laguna Hills,
 a California municipal corporation



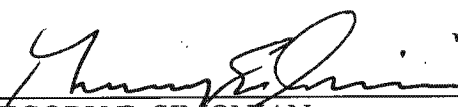
 DORE J. GILBERT, M.D.
 Mayor

ATTEST:

 (SEAL)

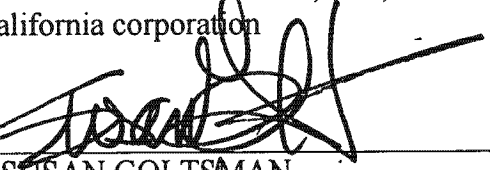
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

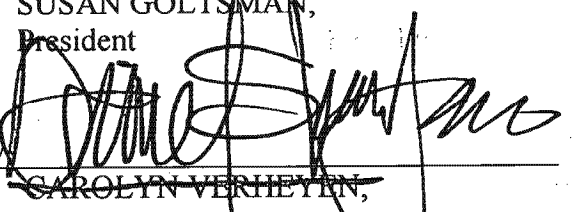


 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Moore Iacofano Goltsman, Inc.,
 a California corporation

By 

 SUSAN GOLTSMAN,
 President

By 

 CAROLYN VERHEYEN,
 CEO

DANIEL S. IACOFANO
 CEO

Attachment: Professional Services Agreement with Moore Iacofano Goltsman, Inc. (2196 : Amendment to a Professional Services Agreement

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: JUNE 3, 2015**

MIG, INC., PROPOSAL TO PROVIDE ON-CALL PLANNING SERVICES

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



On-Call Planning Services

M I G | Hogle-Ireland

1500 IOWA AVENUE, SUITE 110 | RIVERSIDE, CA 92507

951-787-9222 | WWW.MIGCOM.COM



1500 Iowa Avenue, Ste 100
Riverside, CA 92507
P (951) 787-9222
F (951) 781-6014
www.migcom.com

CALIFORNIA

BERKELEY, DAVIS,
FULLERTON, KENWOOD,
MENLO PARK, PASADENA,
RIVERSIDE AND SAN DIEGO

COLORADO

BOULDER

NEW YORK

PLEASANTVILLE

NORTH CAROLINA

RALEIGH

OREGON

EUGENE AND PORTLAND

TEXAS

SAN ANTONIO

June 3, 2015

David Chantarangsu
Community Development Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

re: Request for Proposals for On-Call Planning Services

Dear Mr. Chantarangsu and Members of the Selection Committee:

MIG | Hogle-Ireland (MIG) is pleased to submit this proposal to provide On-Call Planning Services for the City of Laguna Hills. We offer an experienced team of Planners who can process entitlement projects for the City under the direction of the Community Development Director. As you can see from their resumes, these Planners are experienced in project review and completion, and are quickly able to become familiar with City codes, processes, and requirements. Each Planner is self-directed, but also proficient in working as a member of the City's team supporting the City's goals and policies. Each Planner has significant experience processing a wide variety of entitlement projects and is ready to actively assist the City in all facets of the entitlement review, including review of all plans, project management, meeting attendance, coordination with the City departments and applicants, coordination and review of environmental documents and studies, circulation of notices, preparation of staff reports, conditions of approval and related documents; and presentations to Planning Commission and City Council.

MIG staff are dedicated to establishing and maintaining strong relationships with our clients, based upon professionalism, commitment, integrity, and problem solving. Outstanding customer service for the public has always been one of the keys to our success, while promoting and upholding the goals and standards of the cities that we serve. Our team is devoted to working as part of your team to accomplish the goals of the City of Laguna Hills.

MIG is a planning, design, environmental, communications, management and technology firm providing services to public agencies and private clients. One of the key advantages of MIG | Hogle-Ireland is that you are engaging a firm with over 190 planning professionals, not merely one or two individuals. The resources of the firm are available to assist our primary assigned staff and the City, as needed.

If you need any additional information, or have any questions please do not hesitate to contact me at 951.787.9222, e-mail PamS@migcom.com.

Sincerely,

Pamela Steele
Principal

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Our Proposal



Introduction

In January of 2013, Hogle-Ireland, Inc. merged with MIG, Inc. to broaden the scope of services we offer our clients. This pairing combines the talents of diverse professionals of both firms, and keeps intact our team of experienced contract planning staff and staff with CEQA/NEPA analysis work. MIG has been in business for 32 years, and Hogle-Ireland has been in business for over 20 years.

MIG | Hogle-Ireland (hereafter referred to as MIG)

is a planning, design, environmental, communication, management, and technology firm that provides services to public agencies and private clients. Our public agency clients include community development, building, planning, and public works departments, as well as special districts. Our array of services includes:

- Contract Staffing
- Entitlement Processing
- Environmental Services (CEQA/NEPA)
- Air Quality and Climate Change Services
- Landscape Architecture
- Park and Recreation Planning
- General Plans
- Development Codes
- Specific Plans
- Urban Planning and Design
- Geographic Information Systems (GIS)
- Graphic Design and Communications

MIG headquarters are located in Berkeley, California, with branch offices throughout the Nation, including Riverside, Pasadena, Fullerton, San Diego, Kenwood, Davis, and Menlo Park, California; Portland and Eugene, Oregon; Boulder, Colorado; San Antonio, Texas; Pleasantville, New York; and Raleigh, North Carolina.

We have served as contract planning staff in many jurisdictions and have been retained as a prime consultant for numerous assignments, including general plans, specific plans, zoning and subdivision ordinances, fee studies, staff training, management auditing, design, graphics, GIS services, and other planning related tasks.

CONTRACT PLANNING SERVICES

MIG has provided contract services to over one hundred cities and counties in California. Our services range from full-time staff, including entire planning departments to interim, part-time and on-call contracts. We currently have on-call contracts with a number of cities to provide as-needed contract staff. We also work with three-party contracts where developers agree to pay the jurisdiction for the services of a contract planner to manage their particular project. Our planning services run the entire gamut of planning, including all functions provided by planning agencies.

MIG hires and places seasoned contract planning professionals who are experienced with how local jurisdictions work and are able to quickly familiarize themselves with City procedures and processes. Our staff can address any of your needs with their knowledge of land planning, zoning, CEQA review and document preparation, the Subdivision Map Act, urban design and architecture, and landscape design and installation. We are accustomed to the challenges that Counties face and are prepared to start work immediately upon award of contract.

MIG has in depth experience and the ability to:

- Analyze development applications for compliance with all City policies and regulations
- Successfully manage projects from submittal to approval, collaborating and working with City staff, the applicant, community groups, the general public, and stakeholders, including coordinating comments and interpreting information in a clear and organized manner.
- Maintain open communication with City Land Use Services Management
- Prepare CEQA determinations and/or peer review CEQA documents
- Write staff reports, resolutions, and conditions of approval
- Prepare for and make public presentations
- Provide efficient and cost-effective services
- Staff the public counter



MIG's foundation is based on providing temporary and long-term contract staffing to cities and counties of all sizes. From establishing Planning Departments in newly incorporated communities to filling short-term staffing needs for public employees on leave, we have a solid commitment to achieving the best fit in terms of staff experience and client needs. We do not assign junior-level staff where seasoned planners are a must. **All of our staff meet rigorous training requirements.** Once assigned, every planner has access to the experience and expertise of more senior staff whether or not that senior staff is assigned to a jurisdiction. We ensure that our staff has the proper training and people skills to serve our clients and the public.

ENVIRONMENTAL PLANNING SERVICES

The MIG environmental team is comprised of highly experienced planners with expertise in the preparation and management of environmental documents pursuant to CEQA and NEPA. We have a proven record of quickly becoming familiar with and adhering to local jurisdictional requirements. We ensure that all environmental documents are prepared to meet legal requirements and withstand public scrutiny.

MIG staff have managed and prepared all types of CEQA environmental documents, from simple Initial Studies and Addendums to complex, multi-phase Environmental Impact Reports. From initial work scoping through final approvals, we develop defensible and cost effective solutions to guide projects more quickly through the increasingly complex environmental planning process. Our staff has experience in environmental analysis of many forms of development and infrastructure plans and projects, in urban, suburban, rural, desert, greenfield, brownfield, and infill settings.

MIG staff have a high level of technical expertise in Air Quality, Greenhouse Gas, Noise, and Health Risk Assessments and provides third party review in these areas for various agencies.

Primary Contact

Pamela Steele, Principal
1500 Iowa Avenue, Suite 110 | Riverside, CA 92507
Phone (951) 787-9222 | Fax (951) 781-6014
Email: pams@migcom.com

Current Public Agency Clients

The following is a list of public agencies for whom we are currently providing contract staffing services.

- County of Riverside
- City of Canyon Lake
- City of Menifee
- City of Murrieta
- City of Hemet
- County of Orange
- City of San Juan Capistrano
- City of Westminster
- City of Big Bear Lake
- City of Chino
- City of San Bernardino
- City of American Canyon
- City of Hawaiian Gardens
- City of Montebello

The following is a list of public agencies to whom we provide services on an on-call/as-needed basis:

- City of Covina
- City of Chino Hills
- City of Cypress
- City of Hercules
- City of Long Beach
- City of Pinole
- City of Patterson
- City of San Jose Parks Department



Select Relevant Experience

COUNTY OF ORANGE CONTRACT STAFFING

MIG is providing contract staffing to Orange County for both the Community Development and Planned Communities Teams of the Planning Division. We have six full-time and part-time contract staff providing services. Our staff has reviewed various projects, especially relating to compliance with approved, very large-scale Specific Plans and County Codes and policies, handling routine projects of various types, and managing CEQA documents for development projects.

HAWAIIAN GARDENS PLANNING SERVICES

MIG provides on-going contract staff services for general planning services as well as senior level planning services for specific projects. We provide staffing both in City Hall and remotely from our offices, being in City Hall as needed. Our staff processes entitlement projects with administration approval as well as through the Planning Commission and City Council. Our senior staff provides assistance for complex projects requiring development agreements, entitlements, and financing assistance. Our assistance also includes preparation of environmental documents, including notices of exemptions, negative declarations, mitigated negative declarations, and full environmental impact reports. Our environmental team prepared the EIR for the Casino Expansion project and has provided project management for the final entitlement and implementation of the Casino Expansion Project.

SAN JUAN CAPISTRANO PLANNING SERVICES

MIG provided the Interim Development Services Director for ten months from 2013-2014. We continue to provide project management to the City for the entitlement processing of development projects, as needed.

COUNTY OF RIVERSIDE PLANNING SERVICES

MIG has provided contract staffing services to the County of Riverside Planning Department for over 15 years. Significant contract planning efforts include assisting with the General Plan update, developing Context Sensitive Design Guidelines and a new Development Code and Zoning Ordinance. Our team has managed residential projects and specific plans and commercial/ industrial projects and master plans. We manage all aspects of the projects including presentation to the Planning Commission and Board of Supervisors, coordination with other departments, preparation of environmental documents, and staff reports.

MENIFEE CONTRACT STAFFING

MIG provides contract staffing to the Community Development Department which initially included interim Community Development Director staffing. Currently, two full-time contract staff provide a full range of planning services consisting of processing, review, public hearing presentations, and other tasks related to entitlement and post-entitlement for large-scale Specific Plans, residential single-family and condominium subdivisions, apartments, and shopping centers. Our contract staffing services also include on-call CEQA support consisting primarily of preparation of initial studies for entitlements as well as technical expertise on air quality and greenhouse gas issues.





Key Personnel

MIG has carefully selected a highly experienced team of professionals to assist the City of Laguna Hills with their planning needs. The discussion below provides a brief overview of each staff member.

Deborah Drasler has over 24 years of public and private professional planning experience. She has served as project manager on multiple projects throughout Southern California. Ms. Drasler has extensive experience and responsibility in managing single family and multi-family residential, wireless facilities, and commercial and industrial development projects.

Ms Drasler's expertise includes managing the entitlement processing of complex development projects, enforcement as well as development of land use regulations, and the oversight and processing of CEQA documents, including Initial Studies, Negative Declaration and management of consultants preparing environmental impact reports. In addition, she has experience in reviewing and developing planning policies and procedures, working effectively with applicants, property owners, special interests and community groups, as well as coordinating and collaborating with City planning staffs and various city departments.

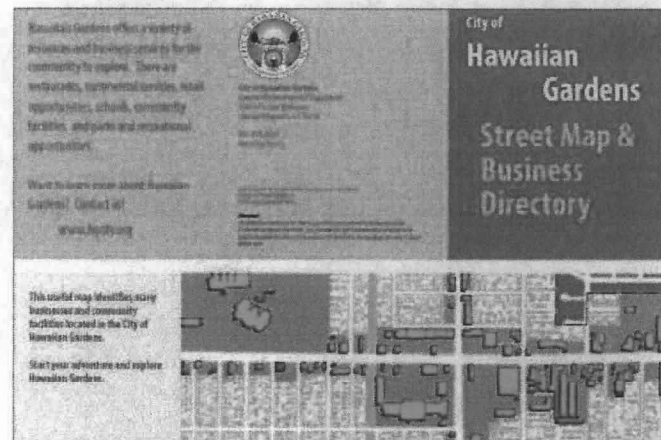
Anne Fox's experience in the field of planning can equally serve the specific needs of public and private sector clients. She has been actively engaged in a variety of planning assignments within small and large municipal Planning Departments, providing services related to both daily and long-range objectives of those agencies. Assignments range from providing daily customer service at the planning counter to the processing of major development applications. She has effectively enacted interim policies as needed, including transforming those policies into regulatory ordinances.

Ms. Fox's knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, and the Coastal Act and Policies and Procedures, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved. She has also shared her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

Genevieve Sharrow is a journey-level planner with experience in current planning, advanced planning, community outreach, and environmental compliance. Her CEQA experience spans diverse projects, at a variety of analysis levels. In 2011, Ms. Sharrow was the primary author of the Initial Study/MND for the Avenida de la Carlota Street Widening and Intersection Improvements project in Laguna Hills.

Her most recent current planning work includes assisting City staff with case processing in the City of Baldwin Park, including review of plans, writing staff reports, resolutions, and ordinances. In a prior position before joining MIG, Ms. Sharrow worked for the City of West Hollywood's Current Planning Department processing entitlement applications.

José Rodriguez has significant experience in providing professional planning services to cities for advanced and current planning, including entitlement processing. Most recently Mr. Rodriguez provided staff services to the City of Los Alamitos in reviewing a 200-residential unit mixed use project and a 17-unit single-family detached subdivision with condominium ownership. Both projects involved development applications to amend the City's General Plan and Zoning Code. Mr. Rodriguez also assisted the City of Monterey Park and San Gabriel Valley Water Company in conducting community outreach and environmental review for the development of a half-million gallon water storage tank that required the demolition of a residential unit. Mr. Rodriguez has also provided staff services to the cities of Whittier, Hawaiian Gardens, Azusa, and Upland in reviewing and processing various development applications.



Deborah A. Drasler

PLANNER

AREAS OF EXPERTISE

Project Management / Entitlement Processing

QUALIFICATIONS

Deborah Drasler has over 26 years of public and private professional planning experience. She has served as project manager on multiple current and advanced planning projects throughout Southern California, including specific plans, general plan amendments, zone changes, and controversial entitlement projects.

Ms. Drasler has extensive experience and responsibility in managing single family and multi-family residential, wireless facilities, and commercial and industrial development projects. Ms. Drasler has served as the city's planning liaison at the City of Dana Point for the construction of the St. Regis Hotel and Resort. Projects included: Tentative Tract Map, Review of Landscaping, irrigation and maintenance agreement and CC&R's, Processing amendments to the Site Development Permit and Coastal Development Permit, Preparation of a Phasing plan, Coordination project plans with other project leaders, city departments, and other organizations and agencies, and Managed the project from entitlements to Certificate of Occupancy.

While serving as the Project Manager for the Miramar Theater in the City of San Clemente, Ms. Drasler was involved with the review and coordination of an EIR, General Plan Amendment, Zone Change, Cultural Heritage Permit, and Architectural Permit.

Expertise includes:

- Specific plans
- Entitlement processing
- Managing development projects
- Land Use Regulations
- CEQA Guidelines
- Planning Policies and Procedures
- Development of Planning Policies and Procedures
- Working effectively with community groups

EDUCATION

Bachelor of Science, Urban & Regional Planning,
California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

Her experiences related to contract planning services include the following cities:

Public Agencies

- City of Newport Beach, Contract Associate Planner
- City of Dana Point, Contract Associate Planner
- City of Laguna Woods, Contract City Planner
- City of Mission Viejo, Contract Associate Planner
- City of San Clemente, Contract Associate Planner
- City of Laguna Hills, Contract Associate Planner
- City of Vista, Assistant Planner
- County of Riverside, Contract Planning Services
- City of Rolling Hills Estates, Assistant Planner

Private Sector

- Castle & Cooke, California, Inc.



Anne E. Fox

SENIOR PROJECT PLANNER

AREAS OF EXPERTISE

Project Management / Entitlement Processing

QUALIFICATIONS

Anne Fox's experience in the field of planning can equally serve the specific needs of public and private sector clients. She has been actively engaged in a variety of planning assignments within small and large municipal Planning Departments, providing services related to both daily and long-range objectives of those agencies. Assignments range from providing daily customer service at the planning counter to the processing of major development applications. She has effectively enacted interim policies as needed, including transforming those policies into regulatory ordinances. Her knowledge and experience with Land Use Regulations, CEQA requirements, Subdivision Map Act, Coastal Act and Policies and Procedures, and Community Development Block Grant (CDBG) programs, combined with her ability to work effectively with city staff, developers, residents, and special interest groups, ensures added value in projects in which she is involved. Ms. Fox also has shared her skills and planning knowledge by serving in a supervisory capacity, training entry-level, in-house staff for municipalities to ensure an agency has effective and confident personnel.

Ms. Fox has particular expertise working with the unique needs of coastal communities and with projects subject to Coastal Act regulations. She has also prepared and supervised the preparation of CEQA documentation for project entitlements.

EDUCATION

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Comprehensive Zoning Update, *County of Riverside, California*
- Pomona Development Code, *Pomona, California*
- Laguna Woods Development Code, *Laguna Woods, California*
- Rancho Cucamonga General Plan Implementation Plan, *Rancho Cucamonga, California*
- Children's Hospital of Orange County (CHOC) Master Plan, *Orange County, California*
- The Irvine Company Residential/Commercial Subdivisions, *Irvine, California*
- Dana Point Ritz Carlton Hotel Expansion Plan, *Dana Point, California*
- Monarch Bay Plaza Expansion Plan, *Dana Point, California*
- Dana Point Local Coastal Plan Implementation and Certification, *Dana Point, California*
- Goleta Local Coastal Plan, *Goleta, California*
- Dana Planning Services, *Dana Point, California*
- Laguna Hills Planning Services, *Laguna Hills, California*
- Lake Forest Planning Services, *Lake Forest, California*
- Orange Planning Services, *Orange County, California*
- San Clemente Planning Services, *San Clemente, California*
- Stanson Planning Services, *Stanton, California*
- Tustin Planning Services, *Tustin, California*
- Orange Planning Services, *Orange County, California*
- Rancho Santa Margarita Planning Services, *Rancho Santa Margarita, California*

Genevieve Sharrow

ASSOCIATE PLANNER

AREAS OF EXPERTISE

General Plans / Housing Elements / Zoning Ordinances
Entitlement Processing / Environmental Analysis

QUALIFICATIONS

Genevieve Sharrow provides a broad range of planning and planning related services to clients. Her primary responsibilities include preparing environmental documents pursuant to CEQA (IS/MNDs, EIRS, Addendums) and long-range planning documents such as General Plans, Zoning Ordinances, and HUD compliance documents (Consolidated Plans, Action Plans, and Analyses of Impediments to Fair Housing Choice).

Her CEQA experience spans diverse projects, at a variety of analysis levels. She excels at completing succinct, thoroughly researched and defensible environmental review for both development and program-level projects. Ms. Sharrow has prepared air quality and greenhouse gas emissions assessments utilizing the latest CalEEMod software and is well-versed in the latest developments related to climate change.

Ms. Sharrow has experience with public participation and outreach as an integral component of projects, especially as related to General Plans and HUD compliance documents. Ms. Sharrow has led facilitated discussions with stake-holders, conducted one-on-one interviews, participated in large open-house meetings with community members, created and administered surveys, and given presentations for interest groups, Planning Commissions, and City Councils.

In prior positions before joining MIG | Hogle-Ireland, Ms. Sharrow worked with underserved populations at a domestic violence shelter and assisted with development of an outreach program related to sustainable development for a local jurisdiction.

EDUCATION

- Master of Art, Urban Planning, UCLA
- Bachelor of Art, Social Anthropology, University of Michigan

RELEVANT EXPERIENCE

- Vernon General Plan Update EIR, *Vernon, California*
- Rosemead General Plan EIR, *Rosemead, California*
- Garden Grove Housing Element, *Garden Grove, California*
- Housing Element Update, *Loma Linda, California*
- Initial Studies/(M)NDs/Addendums to EIRs for Zoning Amendments, *Baldwin Park, Duarte, Monterey Park, Garden Grove, and Redwood City, California*
- Initial Studies/(M)NDs for Housing Elements, *Azusa, West Covina, and Baldwin Park, California*
- Initial Studies/(M)NDs for proposed wireless telecommunications facilities and a church, *Monterey Park, California*
- Initial Studies/(M)NDs for proposed assisted living facilities, *Sierra Madre and Whittier, California*
- Initial Study/(M)NDs for proposed office building and health club, *West Covina, California*



Jose M. Rodriguez

ASSOCIATE PLANNER

AREAS OF EXPERTISE

Comprehensive Planning / GIS / Entitlement Processing

QUALIFICATIONS

José Rodriguez has extensive and varied experience in urban planning. Mr. Rodriguez has been a member of teams preparing general plans, specific plans, zoning ordinances, housing elements, design guidelines, and special planning studies. Additionally, he provides geographic information system (GIS) management for a variety of projects. He has a high level of expertise in managing advance planning projects.

Mr. Rodriguez has served as a contract planner for diverse cities, providing both current and long-range planning services. He worked as the City of Whittier's full-time historic resource planner, processing applications for projects within the City's historic districts. He has also provided staffing support in Azusa, Hawaiian Gardens, Glendale, and Upland.

Mr. Rodriguez has experience preparing general plan elements and comprehensive general plan updates for cities throughout California. He has particular expertise with GIS mapping and analysis for these projects, particularly for land use alternatives impact analysis.

Mr. Rodriguez has assisted in preparing specific plans, from downtown plans to large master plans, for public agencies and private companies.

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)

EDUCATION

- Masters of Urban Planning
University of California, Los Angeles
- Bachelor of Science, Urban and Regional Planning California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Costa Mesa Land Use & Circulation Elements and EIR, *Costa Mesa, California*
- LA Metro LOSSAN Managing Agency Facilitation, *Los Angeles County, California*
- Yucca Valley New Development Code, *Yucca Valley, California*
- Wasco Urban Greening Parks and Open Space Master Plan, *Wasco, California*
- Environmental Protection Agency Green Zones Commerce Facilitation, *Commerce, California*
- Yucaipa Freeway Corridor Specific Plan, *Yucaipa, California*
- Brea General Plan (APA Award), *Brea, California*
- Kern River Valley Specific Plan, *Kern County, California*
- Rancho Cucamonga General Plan (APA Award), *Rancho Cucamonga, California*
- Redwood City General Plan (APA Award), *Redwood City, California*
- Rialto General Plan (APA Award), *Rialto, California*
- Colton Land Use, Mobility, and Housing Elements, *Colton, California*
- Claremont General Plan (APA Award), *Claremont, California*
- Manhattan Beach General Plan, *Manhattan Beach, California*
- Friant Ranch Specific Plan, *Fresno County, California*
- Irvine Wildlife Corridor Master Plan (APA Award), *Orange County, California*

References

We invite you to contact the following MIG clients regarding our ability to provide superior contract planning services. Additional references can be provided upon request.

Name of Agency	Contact Name / Address	Phone Number / Email Address
County of Riverside	Juan C. Perez, <i>Director of Transportaion and Land Management</i> 4080 Lemon St, 14th Floor Riverside, CA 92502	951-955-6742 jcperez@rctlma.org
County of Orange	Ms. Laree Brommer, <i>Manager</i> Planned Communities Division 300 N. Flower Street Santa Ana, CA 92703	714-667-9649 laree.brommer@ocpw.ocgov.com
City of Menifee	Lisa Gordon, <i>Planning Manager</i> 29714 Haun Road Menifee, CA 92586	951-672-6777 lgordon@cityofmenifee.us
City of Hawaiian Gardens	Joseph Colombo, <i>Community Development Director</i> 21815 Pioneer Boulevard Hawaiian Gardens, CA 90716	562-420-2641 jcolombo@hgcity.org
City of San Juan Capistrano	Charlie View, <i>Development Services Director</i> 32400 Paseo Adelanto San Juan Capistrano, CA 92675	949-234-4410 Cview@sanjuancapistrano.org



Professional Services Agreement

MIG has reviewed the Professional Services Agreement and has no exceptions. We are ready and willing to execute a contract per the sample attached to the RFQ.

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: Moore Iacofano Goltsman, Inc. (MIG, Inc.)

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

Not Applicable

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

Not Applicable

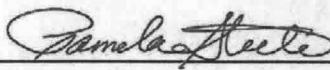
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 8th day of April, at Riverside

 , California.

Name: Pamela Steele

Title: Principal

Signature: 

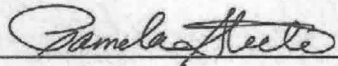


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

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

Name: Pamela Steele

Title: Principal

Signature: 

Date: April 8, 2015

Fee Schedule

MIG is sensitive to the budget challenges cities face today. We can structure a fee arrangement for Laguna Hills that provides the highest quality of service while addressing your needs for specific project assignments. Our standard fee schedule is provided for the City's review and consideration. We can work with you to develop an appropriate structure based on the work anticipated and the City's current cost recovery system.

Classification	Rate
Principal	\$185.00
Director of Planning Services	\$140.00
Director of Environmental Services / Analyses	\$140.00
Director of Biological Resources	\$140.00
Senior Project Planner	\$120.00
Primary Analyst	\$110.00
Associate Planner (Visual Simulations)	\$110.00
Associate Planner	\$100.00
Assistant Planner	\$90.00
Assistant Analyst	\$90.00
Technical	\$65.00

EXPERT WITNESS FEE

If requested to be an expert witness by the City, the fees for deposition and testimony will be billed at \$350.00/hour.

REIMBURSABLE EXPENSES

All expenses will be billed at cost plus 10%.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Proposed Amendment No. 2 to the On-Call Professional Services Agreement with HR Green Pacific, Inc., Authorizing a 10 Month Term Extension through June 30, 2021, for Continued On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services

RECOMMENDATION: That the City Council: 1) Waive formal competitive bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I), and (J), for approval of the proposed Amendment No. 2 to the Professional Services Agreement with HR Green Pacific, Inc., for On-Call Professional Civil Engineering, Building and Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services; 2) Approve Amendment No. 2 to the Professional Services Agreement with HR Green Pacific, Inc., extending the term of the Agreement through June 30, 2021; and 3) Authorize the Mayor to execute the Amendment.

SUMMARY:

Consistent with the City's contract model approach to providing services to the community, on September 8, 2015, the City entered into a professional service agreement (Agreement) with HR Green Pacific, Inc., to provide on-call services for professional civil engineering, building and safety, civil plan check, building code compliance, and building inspection consulting services. The Agreement called for services to be provided during an initial three (3) year term ending August 31, 2018. A company restructuring resulted in the Agreement being assigned to HR Green Pacific,

Amendment to a Professional Services Agreement with HR Green Pacific, Inc.

August 25, 2020

Page 2

Inc., (HR Green) which the City approved by entering into an Assignment and Assumption Agreement on January 23, 2018. On March 12, 2019, the City Council approved Amendment No. 1 to the Agreement extending the contract term to August 31, 2020.

Typically, when a contract for professional services expires, the City prepares a new competitive selection process and issues a request for proposals (RFP) inviting qualified firms to submit proposals to provide consulting services and establish a new contract term. However, the declared state of emergency due to the spread of the novel COVID-19 virus has redirected staff resources and has not allowed appropriate time for the preparation and issuance of an RFP for a new contract. Having access to the services for professional civil engineering, building and safety, civil plan check, building code compliance, and building inspection consulting services that HR Green provides is a critical need.

Due to the COVID-19 pandemic, City staff recommends that the City Council approve and enter into a second amendment (Amendment No. 2) with HR Green extending the term of the Agreement for 10 months to June 30, 2021, to ensure the City has continued, uninterrupted on-call services for professional civil engineering, building and safety, civil plan check, building code compliance, and building inspection. HR Green has agreed to extend the Agreement via proposed Amendment No. 2 under the same terms and conditions and at the same professional rates and charges - with the new contract renewal expiration date of June 30, 2021. Staff further recommends that the City Council make findings and declare that due to the declared state of emergency it is appropriate to waive provisions of the Laguna Hills Municipal Code (LHMC) Procurement Code Section 3-08.150 and approve proposed Amendment No. 2. The services provided to the City by HR Green are essential to residents and the business community to ensure the City can continue to provide services for professional civil engineering, building and safety, civil plan check, building code compliance, and building inspection consulting services.

BACKGROUND:

The competitive selection requirements and procedures for professional services are set forth in Section 3.08.150 of the LHMC (Procurement Code). Staff issued an RFP and completed a formal competitive selection process in 2015 where HR Green was identified as the most qualified firm. The City and HR Green entered into a professional services agreement which provided for an initial three (3) year term (Initial Term) that

Amendment to a Professional Services Agreement with HR Green Pacific, Inc.

August 25, 2020

Page 3

expired August 31, 2018, but included the ability to renew the Initial Term for an additional two (2) years (Renewal Option). Prior to the Agreement's 2018 expiration date, the City Council, at HR Green's request, approved Amendment No. 1 to implement the Renewal Option and extend the Agreement an additional two (2) years. The Agreement is currently scheduled to expire on August 31, 2020, by operation of its own terms, unless extended.

On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World Health Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency, the statewide emergency declaration, the closure of City Hall, modified work schedules, and reduced service levels, staff resources were redirected and there is now insufficient time for staff to take the steps necessary to solicit new proposals for on-call professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services pursuant to the City's Procurement Code.

Due to the declared State of Emergency caused by the novel COVID-19 Pandemic, and based on the facts herein the City Council is requested to waive the formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.150, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J). For each of the exceptions, staff has provided justifications below for waiving the requirements of LHMC 3-08.150.

LHMC 3-08.110(D)

When emergency conditions require the immediate purchase of goods and supplies, equipment, materials, or services. For purposes of this section, emergency purchases are those procurements that are required to prevent immediate interruption or cessation of necessary city services or to safeguard life, property, or the public health and welfare. The Purchasing Officer shall file promptly with the City Council a report showing such conditions and the necessity for such action, together with an itemized account of all expenditures.

Justification: With the on-going state of emergency declared statewide in California by Governor Newsom, and locally by the Laguna Hills City Council due

to the outbreak of the novel COVID-19 virus, City Hall was closed between March 18, 2020, and June 6, 2020. On June 8, 2020, the City implemented modified work schedules with reduced staffing levels. During this period staff has been responding to the state of emergency and has been unable to take the steps necessary to solicit proposals pursuant to the City's procurement requirements for on-call professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services. The services provided by HR Green are essential to residents and the business community to ensure the City can safeguard life, property, and the public health and welfare. Without the services provided by HR Green existing construction activities could not be inspected to ensure state building code requirements are met. Further, documented outstanding building code violations could not be inspected and property owners and tenants could not obtain building permits to correct conditions that constitute a violation of the California Building Standards Code.

LHMC 3-08.110(I)

When an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.

Justification: HR Green has maintained the City's professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services during the declared state and local state of emergency. Their familiarity with the City's processes and personnel have allowed the City to maintain effective services throughout the period covered by the state and local state of emergency without placing undue burdens on City staffing resources. Due to the City's limited staffing availability, staff resources are needed to implement the City's on-going response to COVID-19, which hinders the City's ability to dedicate those resources elsewhere, such as following the City's extensive formal competitive selection procedures contained in LHMC 3-08.150. HR Green has agreed to continue providing services to the City without increasing its rates.

LHMC 3-08.110(J)

When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and/or requirements is not in the best interest of the city.

Justification: HR Green has provided professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services professional services to the City since 2015. Their familiarity with the City's processes and personnel have allowed the City to maintain effective services throughout the period covered by the state of emergency without placing undue burdens on City staffing resources. Due to the City's limited staffing availability, staffing resources are needed to implement the City's on-going response to COVID-19, which hinders the City's ability to dedicate those resources elsewhere, such as following the City's extensive formal competitive selection procedures contained in LHMC 3-08.150. HR Green has agreed to continue providing consultant services to the City without increasing its rates. Adhering to the City's procurement requirements would divert City staff resources away from responding to the state of emergency, as well as result in the interruption of services for professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services.

It is recommended that the City Council approve Amendment No. 2 to the Agreement, thereby authorizing the proposed 10-month term extension, to provide for continued, uninterrupted on-call professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services in order to allow staff more time to prepare and complete the RFP and satisfy establish formal competitive requirements and procedures for such procurement.

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

Amendment to a Professional Services Agreement with HR Green Pacific, Inc.
August 25, 2020
Page 6

FISCAL IMPACT:

Costs for professional services provided by HR Green are included in the 2020/2021 Fiscal Year Operating Budget of the Community Development Department. Consultant costs are offset by the collection of building plan check and permit fees when building permit applications are received and plan checks are completed.

ATTACHMENTS:

- Proposed Amendment No. 2 to Professional Services Agreement with HR Green Pacific, Inc.
- Amendment No. 1 to Professional Services Agreement with HR Green Pacific, Inc.
- Assumption and Assignment Agreement with HR Green Pacific, Inc.
- Professional Services Agreement - HR Green California, Inc.

**Attachment
3.11a**

**Proposed Amendment No. 2 to
Professional Services Agreement
with HR Green Pacific, Inc.**

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
HR Green Pacific, Inc.**

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS SECOND AMENDMENT to the Professional Services Agreement with HR Green Pacific, Inc., (the "Amendment" or "Amendment No. 2") is made and entered into to be effective the 25th day of August 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 the "City"), and HR GREEN PACIFIC, 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 "Parties."

RECITALS

A. City and HR Green California, Inc., previously entered into a professional services agreement for the provision of certain civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on an as-needed, on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project"), which was made and entered into on September 8, 2015 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for under the Agreement.

B. On January 23, 2018, the City approved and entered into an Assignment and Assumption Agreement ("Assignment") relating to the 2015 Professional Services Agreement between the City and HR Green California, Inc., ("Agreement"), wherein the City approved and assigned all of the rights, title, interests, liability, burdens, and obligations of HR Green California, Inc., under the Agreement to HR Green Pacific, Inc., upon the effective date of the Assignment.

C. The three-year "Initial Term" of the Agreement was scheduled to expire on August 31, 2018, by operation of its own terms; however, the intent of the Parties was to continue to mutually perform under the Agreement. As such, the Parties continued to mutually perform under the same terms and conditions of the Agreement up through, including and after August 31, 2018, while engaged in negotiating mutually acceptable terms and conditions for continued performance of the Agreement during the additional two-year "Renewal Term" authorized by Section 3.4 of the Agreement. Sections 2.3 (Changes) and 10.3 (Amendment) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties. Additionally, Section 3.4 (Term) specifically provides that the term of the Agreement may be extended for an additional two years ("Renewal Option").

D. By way of correspondence from Consultant to City, dated July 2, 2018, Consultant requested that the City extend the term of the Agreement for the authorized additional two-year (2) "Renewal Option" under the same terms and conditions set forth in the Agreement, but with updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates from those established in Consultant's Proposal/Scope of Work, dated May 25, 2015 (as revised September 2, 2015)), which is set forth in Exhibit "A" to the Agreement.

E. Thereafter, on March 12, 2019, the Parties approved and entered into Amendment No. 1 to the Agreement for the purpose of extending the Term ("Initial Term") of the Agreement for an additional two (2) year period ("Renewal Option") in order to provide for continued professional civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on as as-needed, on-call basis, as defined in the Agreement, under the same terms and conditions set forth in the Agreement, but with updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates from those established in the Agreement throughout the duration of the "Renewal Option" term.

F. The previously approved two-year "Renewal Option" term extension did not create a need to increase the total maximum annual contract amount set forth in Section 2.1 of the Agreement ("Maximum Contract Amount"), which remained fixed at \$350,000 annually.

G. Unless amended by mutual written agreement of the Parties, the Term of the Agreement is currently scheduled to expire on August 31, 2020 by operation of its own terms.

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

I. Based on emergency circumstances related to the COVID-19 pandemic, the City has now determined that there is a need to extend the term of the Agreement for ten (10) months in order to ensure continuity of essential consulting services. The continuation of the current level of services provided by the Agreement will ensure the provision of continued cost-effective, uninterrupted civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on an as-needed, on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services.

J. The Parties now desire to enter into this Amendment No. 2 for the purpose of extending the term of the Agreement for ten (10) months in order to provide for continued, uninterrupted

consulting services at the same professional rates and charges and pursuant to the same terms and conditions set forth in the Agreement, as set forth in Consultant's correspondence to City, dated August 18, 2020, which is attached as **Attachment "1"** hereto and incorporated herein. The proposed ten (10) month term extension does not create the need to increase the total "Maximum Contract Amount" set forth in Section 2.1 of the Agreement.

K. Due to the declared State of Emergency caused by the novel COVID-9 pandemic, and based on the foregoing recitals, the Laguna Hills City Council hereby finds and determines that it is not in the City's best interest to rebid the current on-call civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services contract at this time; therefore, the City Council hereby waives the formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.150, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), and approves the proposed ten month extension of the term of the Agreement to provide for continued, uninterrupted such on-call consulting services in order to allow City staff more time to prepare the necessary bid documents and to establish formal competitive bidding requirements and procedures for such procurement.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement. Section 3.4 of the Agreement is hereby amended as follows:

Due to the novel COVID-19 pandemic, declared State of Emergency, and the local emergency response related thereto, the Parties understand and mutually agree that, notwithstanding any other provision in the Agreement to the contrary, the Term of the Agreement is hereby extended by ten (10) months, commencing on September 1, 2020 and ending on June 30, 2021, at the same professional rates and charges and under the same terms and conditions as set forth in the Agreement, as amended, pursuant to Consultant's correspondence to City, dated August 18, 2020, which is attached as **Attachment "1"** hereto and is incorporated herein and made part of the Agreement.

2. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
3. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
4. 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 as of the date first written above.

"CITY"

City of Laguna Hills,
a California municipal corporation

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

MELISSA AU-YEUNG,
Deputy City Manager/City Clerk

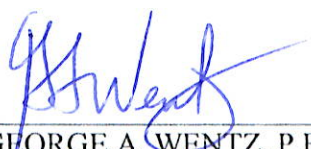
APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

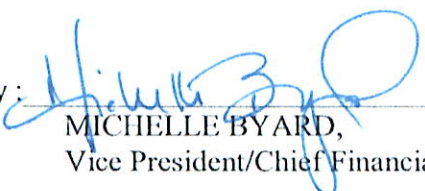
HR Green Pacific, Inc., California corporation

Date: 8/20/2020

By: 

GEORGE A. WENTZ, P.E.,
Vice-President

Date: 08/20/2020

By: 

MICHELLE BYARD,
Vice President/Chief Financial Officer

ATTACHMENT "1"

CONSULTANT'S LETTER REQUEST FOR A TEN MONTH
CONTRACT TERM EXTENSION
DUE TO COVID-19 PANDEMIC AND RELATED STATE OF EMERGENCY

DATED: AUGUST 18, 2020



► 12601 Ventura Pointe Court, Suite 305 | Corona, CA 92630
Main 951.900.8742 Fax 951.844.0277

HRG-2019-000001

August 18, 2020
David Chantarangsu
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

SUBJECT: EXTENSION OF EXISTING AGREEMENT

Dear Mr. Chantarangsu:

Pursuant to our correspondence, this letter is to confirm HR Green's desire and willingness to extend its existing agreement with the City of Laguna Hills for Building Dept. services through June 30, 2021.

We have reviewed the existing agreement, including the scope of work and the schedule of fees. We see no reason to modify these at this point. The existing agreement as written is acceptable to us.

Please prepare the Agreement extension for the signature of George Wentz, Principal.

Thank you for this opportunity to continue working with you and the City. We have enjoyed the relationship and are pleased to continue working with the City.

If you have any questions, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Wentz', with a long horizontal stroke extending to the right.

HR GREEN PACIFIC, INC
George A. Wentz
Vice President

**Attachment
3.11b**

**Amendment No. 1 to
Professional Services Agreement
with HR Green Pacific, Inc.**

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
HR Green Pacific, Inc.**

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS FIRST AMENDMENT to the Professional Services Agreement with HR Green Pacific, Inc., (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 12th day of March 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and HR GREEN PACIFIC, 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 "Parties."

RECITALS

A. City and HR Green California, Inc., previously entered into a professional services agreement for the provision of certain civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on an as-needed, on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project"), which was made and entered into on September 8, 2015 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for under the Agreement.

B. On January 23, 2018, the City approved and entered into an Assignment and Assumption Agreement ("Assignment") relating to the 2015 Professional Services Agreement between the City and HR Green California, Inc., ("Agreement"), wherein the City approved and assigned all of the rights, title, interests, liability, burdens, and obligations of HR Green California, Inc., under the Agreement to HR Green Pacific, Inc., upon the effective date of the Assignment.

C. Unless amended by mutual written agreement of the Parties, the three-year "Initial Term" of the Agreement was scheduled to expire on August 31, 2018, by operation of its own terms; however, it has been the intent of the Parties to continue to mutually perform under the Agreement. To date, the Parties have continued to perform under the same terms and conditions of the Agreement since August 31, 2018, while negotiating mutually acceptable terms and conditions for continued performance of the Agreement during the additional two-year "Renewal Term" authorized by Section 3.4 of the Agreement. Sections 2.3 (Changes) and 10.3 (Amendment) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties. Additionally, Section 3.4 (Term) specifically provides that the term of the Agreement may be extended for an additional two years ("Renewal Option").

D. By way of correspondence from Consultant to City, dated July 2, 2018, Consultant has requested that the City extend the term of the Agreement for the authorized additional two-year (2) "Renewal Option" under the same terms and conditions set forth in the Agreement (**Attachment "1"** hereto), but with updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates from those established in Consultant's Proposal/Scope of Work, dated May 25, 2015 (as revised September 2, 2015)), which is set forth in Exhibit "A" to the Agreement.

E. The Parties now desire to enter into this Amendment No. 1 to the Agreement for the purpose of extending the Term ("Initial Term") of the Agreement for an additional two (2) year period ("Renewal Option") in order to provide for continued professional civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on as as-needed, on-call basis, as defined in the Agreement, under the same terms and conditions set forth in the Agreement, but with updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates from those established in the Agreement throughout the duration of the "Renewal Option" term.

F. The proposed two-year "Renewal Option" term extension approved herein does not create a need to increase the total maximum annual contract amount set forth in Section 2.1 of the Agreement ("Maximum Contract Amount"), which shall remain fixed at \$350,000 annually.

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

AGREEMENT

1. Amendment to Section 3.4, entitled "Term," of the Agreement. Section 3.4 of the Agreement is hereby amended as follows:

Unless earlier terminated as provided elsewhere in this Agreement, the Parties hereby agree to renew and extend the Term of the Agreement for an additional two-years, commencing on September 1, 2018 and ending on August 31, 2020, as authorized by the "Renewal Option" set forth in Section 3.4 for the Agreement.

2. Amendment to the Consultant's Schedule of Compensation/Fees Set Forth in Exhibit "A" of the Agreement. Consultant's Schedule of Compensation/Fees, dated September 8, 2015 (as revised September 2, 2015), which is attached as Exhibit "A" to the Agreement, is hereby amended to include Consultant's updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates, as set forth in Consultant's July 2, 2018 letter request, which amendments and fee increases shall be effective on March 12, 2019 and shall remain in effect throughout the duration of the additional two-year "Renewal Option" term. A copy of Consultant's July 2, 2018 letter request is attached hereto as **Attachment "1" to this Amendment** and is hereby incorporated by reference and made a part of the Agreement.

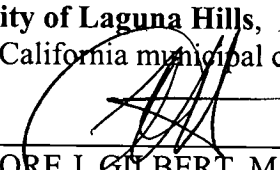
3. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
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 as of the date first written above.

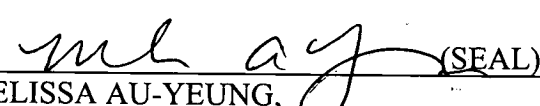
"CITY"

City of Laguna Hills,
a California municipal corporation



DORE J. GILBERT, M.D.,
Mayor

ATTEST:

 (SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/City Clerk

APPROVED AS TO FORM:

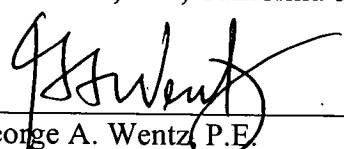


GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

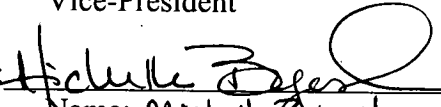
HR Green Pacific, Inc., California corporation

Date: 3/9/2019

By: 

George A. Wentz, P.E.
Vice-President

Date: 3/8/2019

By: 

Name: Michelle Byard
Corporate Title: VP CFO

ATTACHMENT "1"

CONSULTANT'S LETTER REQUEST FOR A TWO-YEAR "RENEWAL OPTION"

CONTRACT TERM EXTENSION

AND

UPDATED AND REPLACED PROFESSIONAL ENGINEERING CONSULTANT

CLASSIFICATIONS, INCREASED STRUCTURED FEE CHARGES AND

CORRESPONDING PROFESSIONAL HOURLY RATES

DATED: JULY 2, 2018



HRGreen

P A C I F I C

▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main 855.900.4742 + Fax 855.641.5877

▷ HRGREEN.COM

July 2, 2018

David Chantarangsu

Community Development Director

City of Laguna Hills

Community Development Department

24035 El Toro Rd.

Laguna Hills, Ca 92653

Subject: On-Call Professional Services Agreement

David,

Please accept this letter as our desire to extend our current on-call professional services agreement with the City of Laguna Hills. We enjoy providing Building and Safety services for the citizens of the City and look forward to a long relationship. Per section 2 of the agreement we are proposing to amend HR Green Pacific, Inc.'s compensation terms and conditions as follows:

Contract Amendment:

- The plan review percentage of fee will increase to 75% without using HRG as the staff routing/tracking the plans or 90% if HRG is used to route/track the plan reviews.
- The staffing rates will be increased per the attached rates. (See attached rate schedule)
- The plan review fee for all photovoltaic plan reviews will go back to the original 100% of the fee.

Conditions under the Contract:

- The City should make every effort to encourage the electronic submittal of plan sets for ease of routing.
- All fees assigned to permits will be reviewed by HR Green prior to finalizing any amounts due from an applicant.

Thank you very much for this opportunity to continue our services.

Sincerely,

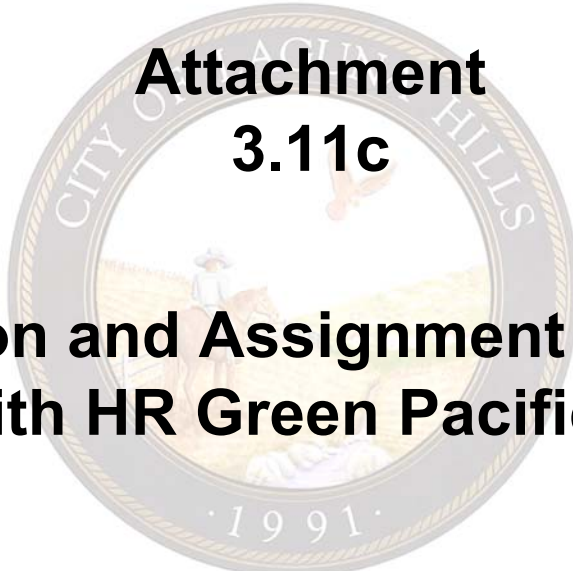
A handwritten signature in black ink, appearing to read 'G. Wentz'.

George A. Wentz, PE

Vice-President

City of Laguna Hills
Proposed Staffing Rates

Classification	Hourly Rate
Project Manager/Chief Building Official	\$170
Deputy Building Official	\$150
Senior Building Plan Check Engineer	\$145
Senior Building Plan Checker	\$125
Building Plan Checker	\$110
CASp-certified Professional (or per contract amount)	\$140
Senior Building Inspector	\$125
Building Inspector	\$105
Senior Permit Technician	\$80
Code Enforcement Officer	\$90
Administrative Assistant	\$70



Attachment 3.11c

Assumption and Assignment Agreement with HR Green Pacific, Inc.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC. FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

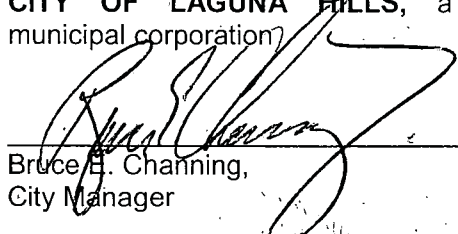
Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

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

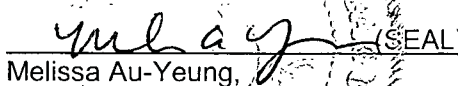
IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

CITY OF LAGUNA HILLS, a California
municipal corporation



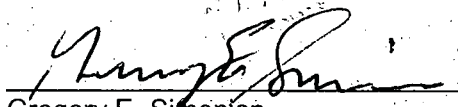
Bruce E. Channing,
City Manager

Attest:

 (SEAL)

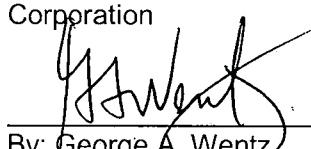
Melissa Au-Yeung,
Assistant to the City Manager/City Clerk

Approved as to form:



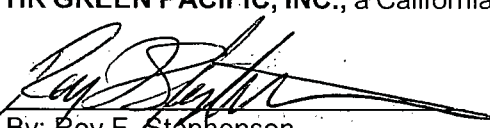
Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation



By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation



By: Roy F. Stephenson
Its: Vice President

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

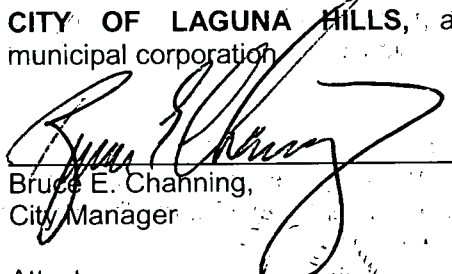
Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

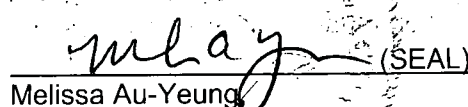
6. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

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

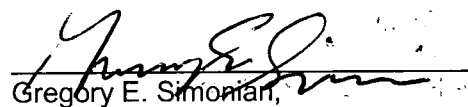
CITY OF LAGUNA HILLS, a California
municipal corporation


Bruce E. Channing,
City Manager

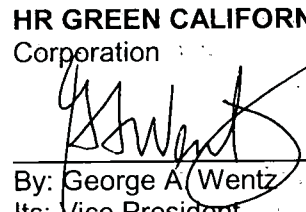
Attest:

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

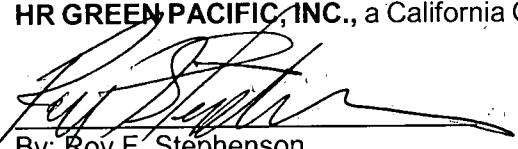
Approved as to form:


Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation


By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation


By: Roy F. Stephenson
Its: Vice President



Attachment 3.11d

Professional Services Agreement with HR Green California, Inc.

PROFESSIONAL SERVICES AGREEMENT

HR Green California, Inc.

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

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

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement, as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

3. SCHEDULE OF PERFORMANCE

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

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

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

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted

accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all

reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit

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

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

To City:

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

To Consultant:

HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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

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

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

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

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

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

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

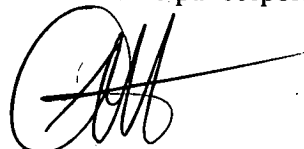
10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

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

"CITY"

City of Laguna Hills,
a California municipal corporation



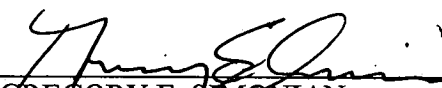
DORE J. GILBERT, M.D.
Mayor

ATTEST:

 (SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

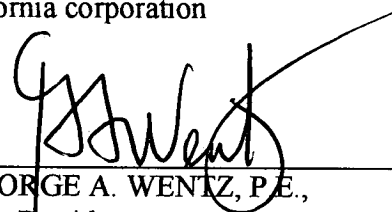
APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

HR Green California, Inc.,
a California corporation

By: 

GEORGE A. WENTZ, P.E.,
Vice President

By: _____

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

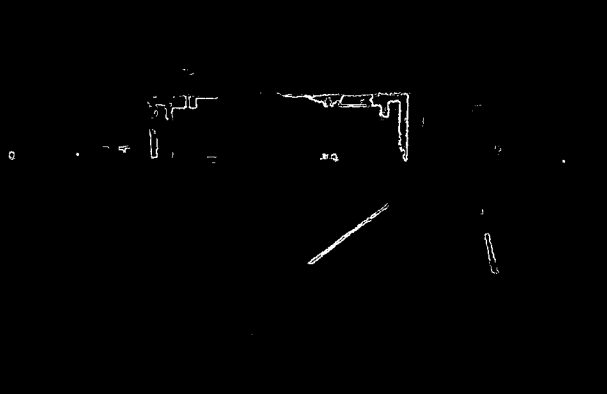
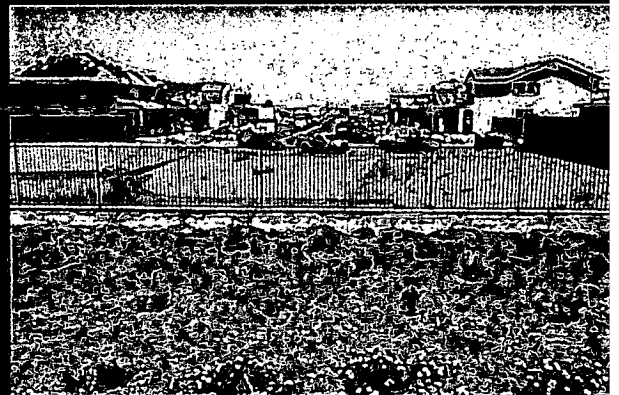
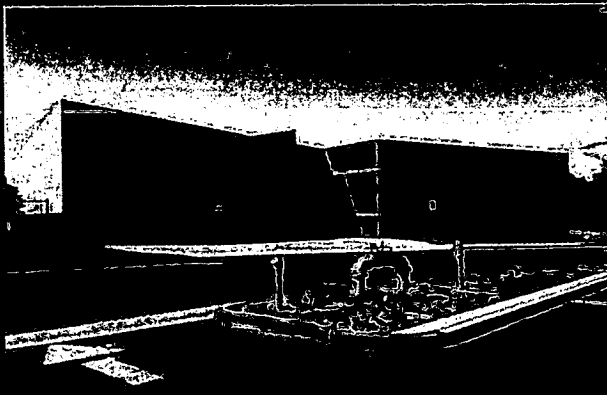
EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)**

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



Proposal:

Building Services



May 25, 2015



May 25, 2015

David Chantarangsu, AICP
 Director of Community Development
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653



Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, **HR Green California, Inc. (HR Green)** is poised to assign highly experienced, local staff with a successful track record of providing **highly responsive, well-planned, and quality** services in the **most cost-effective manner possible** to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. **The following are some key questions that should be asked:**

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify **better ways of doing things**.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

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

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO – Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - o Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in **transition services** of Building and Public Works Departments in California. Most recently, we helped the **City of Jurupa Valley** transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,

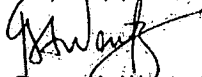

 George A. Wentz, PE
 Principal-in-Charge





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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years **HR Green, Inc.** (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CASP) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.

City of Laguna Hills
Building Services



General Information

A cornerstone of our expertise is the provision of **as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies**. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a **strong and vibrant financial condition**. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - California (1)
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB+ Associates TRB + Associates, Inc. - Subconsultant

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is **certified as a micro small business**. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. **Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000+ documents using a web-based system.** HR Green has had a working relationship with TRB for four years.



City of Laguna Hills
Building Services

General Information



Client References / Related Experience

A Track Record of Excellence

 HRGreen Services (Provided by HR Green Staff)	Representative Agencies																			
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murietta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓										
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Code Compliance		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

Building Plan Review and Inspection

County of Orange

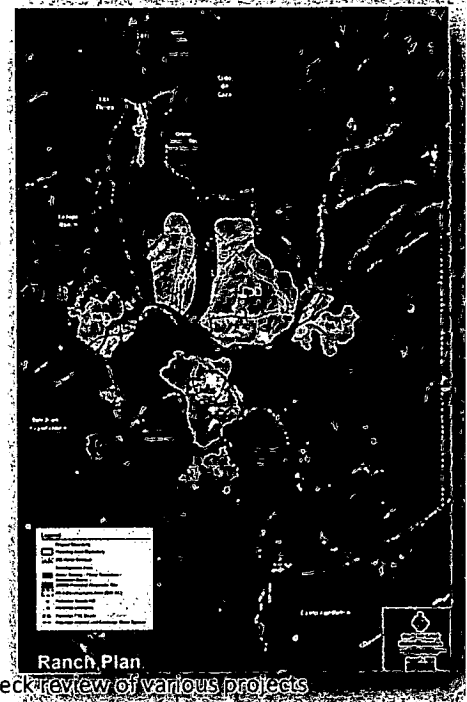
Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services

- | | |
|-------------------------------|-------------------------------------|
| ✓ Architectural Plan Review | ✓ MEP Plan Review |
| ✓ Title 24 Energy Plan Review | ✓ Civil Engineering Plan Review |
| ✓ NDPES Compliance Review | ✓ Disabled Access Compliance Review |
| ✓ Green Building Plan Review | ✓ Building Inspection |

- **HR Green** currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- **HR Green** staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting



City of Laguna Hills
Building Services



General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

HR Green Services

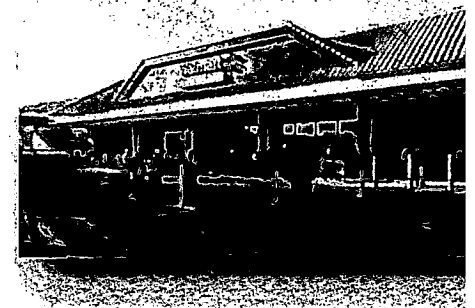
✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation **HR Green** provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston

Former Mayor (current Council Member)
City of Jurupa Valley



City of Laguna Hills
Building Services

General Information



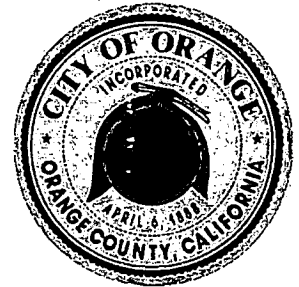
- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquires and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB, CASp, CBO; Lonnie Partch



HR Green Services

- | | |
|----------------------------------|----------------------------------|
| ✓ Building Plan Review Oversight | ✓ Chief Building Official |
| ✓ Building Inspection/Oversight | ✓ Code Compliance |
| ✓ Permit Counter Oversight | ✓ Organizational Recommendations |
| ✓ Standards & Procedures | ✓ Reports and Studies |
| ✓ Code Interpretation | ✓ Permit Database Development |

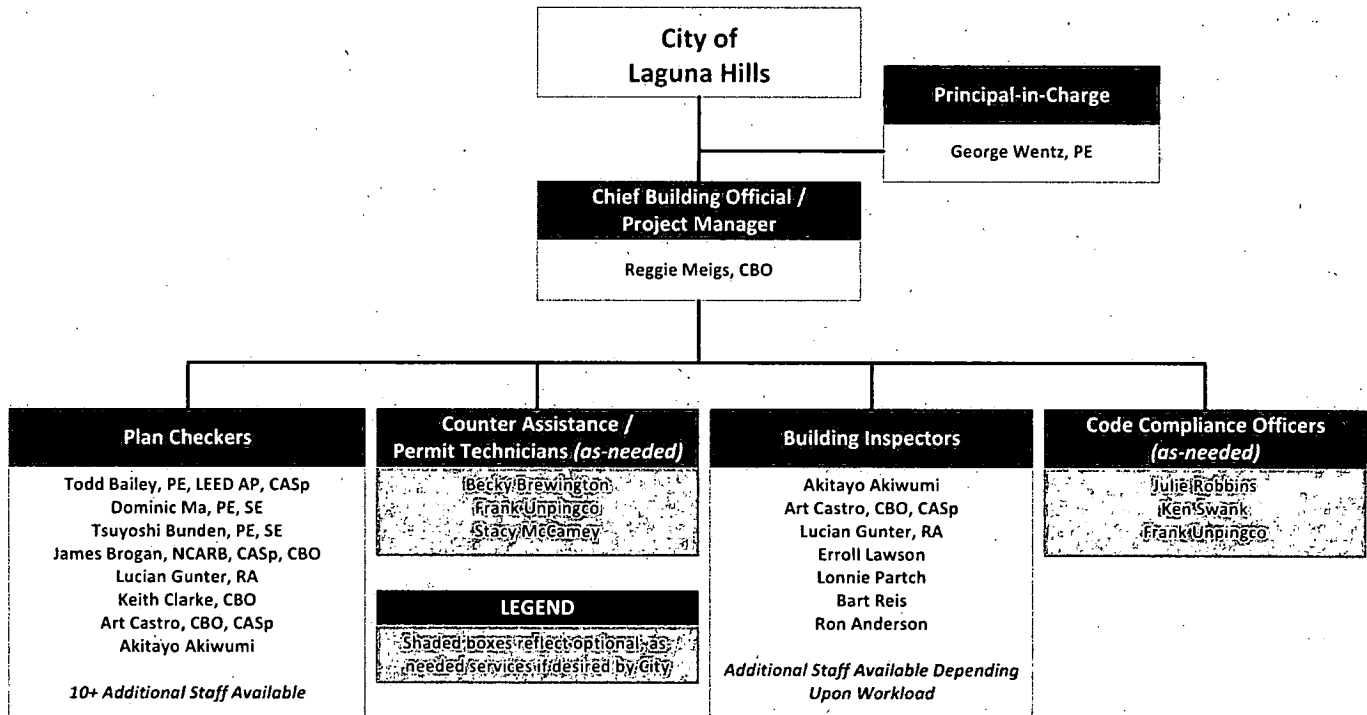
- HR Green provides interim Building Official and code interpretation services through the assignment of Reggie Meigs, CBO
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes

City of Laguna Hills
Building Services

General Information



Proposed Team Organization Chart

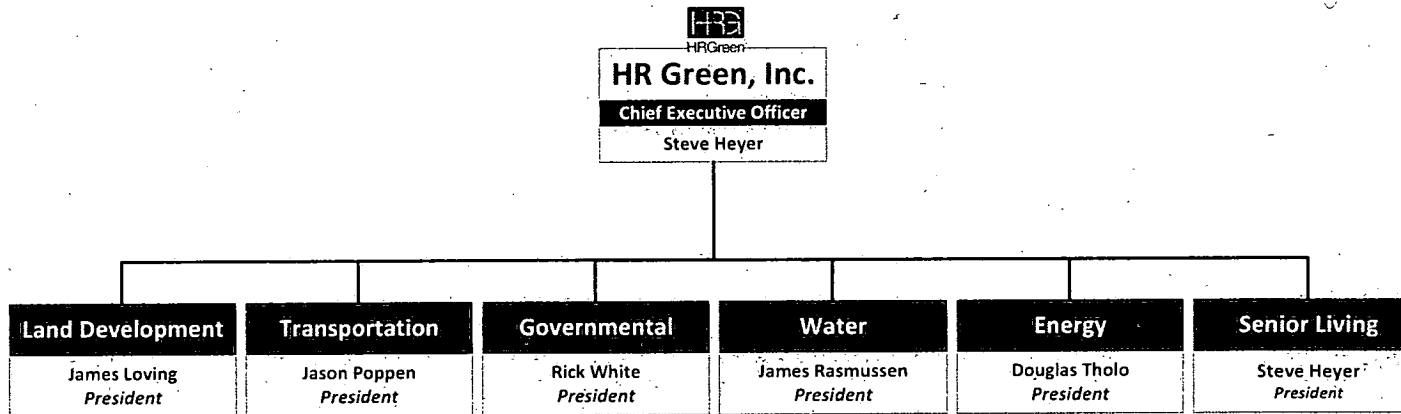


City of Laguna Hills
Building Services

General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24



Qualifications of Proposed Staff

HR Green is proposing a full range of multi-faceted staff members. Our **contract-specific organization chart** is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed. Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ **40+ Years Municipal Building and Safety Experience**
- ✓ **Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement**
- ✓ **Served on Multiple CALBO Committees**
- ✓ **Proficient in using Various Database Systems**

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

George Wentz, PE
Principal-in-Charge

Education / Registration

Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.





Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including **Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA.** These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp *Building Plan Reviewer*

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)

- ✓ 20 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise
- ✓ Building Plan Review, 30+ Agencies
- ✓ Helped Develop Award-Winning Electronic Plan Review Solutions

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. **Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.**

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Dominic Ma, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Extensive Experience Reviewing Tenant Improvements

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified

- ✓ 25+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Expert Witness to California State Board of Registration

Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister, CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO **Building Plan Reviewer**

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness

- ✓ **35+ Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, ADA, and Expert Witness Expertise**
- ✓ **Code Consultant to Southern California Cities**

Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lucian Gunter, RA

Building Plan Reviewer/Inspector

Education / Registration

Bachelor of Architecture

Registered Architect, CA #22358

- ✓ 29 Years Municipal Building and Safety Experience
- ✓ Municipal and University Building Plan Review Expertise

Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Keith Clarke, CBO **Building Plan Reviewer**

Education / Certification

College Coursework
ICBO Certified Building Inspector #10335
ICBO Certified Combination Inspector #11934
ICBO Certified Accessibility Inspector #67514
ICBO Certified Spray Applied Fire Proofing Inspector #76423
AAE Certified Code Enforcement Officer #86534
AAE Certified Housing Enforcement Officer #81040
AAE Certified Zoning Enforcement Officer #78952
IFCI Certified Uniform Fire Code Inspector #60223
IFCI Certified Company Officer Fire Code Inspector # 0126960-69
Orange County Certified Reinforced Concrete Inspector #410
Orange Count Certified Masonry Inspector #410
CABO Certified Building Official #824
National Academy of Code Administration, Certified Professional Code Administrator
State Fire Marshal, Certified Fire Prevention Officer I
ICS 100 Disaster Preparedness
ICS 200 Disaster Preparedness
ICS 300 Disaster Preparedness
ICS 700 Disaster Preparedness
Licensed General Contractor #731001

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Recipient of Various Building Safety Awards

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter
Building Official of the Year, Citrus Belt Chapter
Lifetime Achievement Award, Citrus Belt Chapter
Building Department of the Year, Citrus Belt Chapter
CALBO (California Building Officials) Building Department of the Year
CALBO, Building Official of the Year
CALBO, Hall of Fame Award

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330

- ✓ Nearly 30 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, ADA Compliance, and Inspection Expertise
- ✓ Multi-Faceted Services to Cities and Counties Throughout California

Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square foot historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check and Inspection Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park

City of Laguna Hills
Building Services



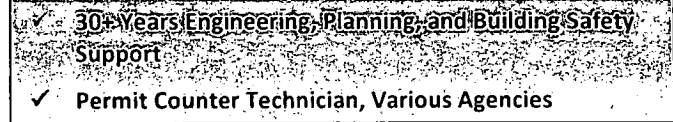
Qualifications of Proposed Staff

Becky Brewington

Permit Technician

Education

College courses in environmental planning



Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Frank Unpingco

**Permit Technician/Code Compliance
Officer**

Education / Certification

Bachelor of Arts, Corrections
PC-832 Certification

- ✓ 15+ Years Code Enforcement and Construction Experience
- ✓ On-Site Permitting and Code Enforcement Assignments with Cities

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Stacy McCamey **Permit Technician**

Education

Proficiency in Microsoft Suite of Applications and
County of Orange APPS System

- ✓ **5 On-Site Administration Assignments Past 8 Years**
- ✓ **Extensive Support of Orange County and Local Cities**
- ✓ **Administration Support for Infrastructure and Building Projects Through Project Lifecycle**

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.

City of Laguna Hills
Building Services

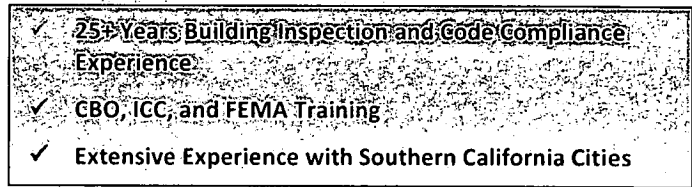


Qualifications of Proposed Staff

Erroll Lawson **Building Inspector**

Education / Certification

California Building Official (CBO) Training
International Code Council (ICC) Seminars
FEMA certification from the Emergency Management Institution ICS-300
State of California OSHA Safety



Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ **27 Years Municipal Building and Safety Experience**
- ✓ **ICC-Certified Inspector**
- ✓ **Extensive Experience Throughout Orange County**

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Bart Reis

Building Inspector

Education / Certification

College Coursework
ICC-Certified Residential Building Inspector
B-1 General Contractor License
Rough Framing Certification

✓ 30+ Years Building Inspection and Construction Management Experience
✓ ICC-Certified Inspector

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ron Anderson **Building Inspector**

Education / Certification

College Coursework
ICC Certified Building Inspector #0879433
ICC Certified Building Plans Examiner
ICC Certified Electrical Inspector
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector

✓ **15+ Years Municipal Building and Safety Experience**
✓ **Building Plan Check, Inspection, Permitting, and Counter Support Expertise**
✓ **Services to Cities and Counties Throughout California**

Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR



City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework
Certified in Peace Officer Standard
and Training, PC 832, Modules I, II, and III

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance 10+ Agencies
- ✓ Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field Inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the **Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.**

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification

- ✓ 40+ Years Law Enforcement Experience
- ✓ Code Compliance Officer, Various Cities
- ✓ Extensive Community Engagement and Committee Involvement Related to Youth, Domestic Violence, and Law Enforcement Issues

Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relations officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems; and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of **HR Green's Alternative Service Delivery** philosophy is find **multi-faceted staff** who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments**. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].





Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

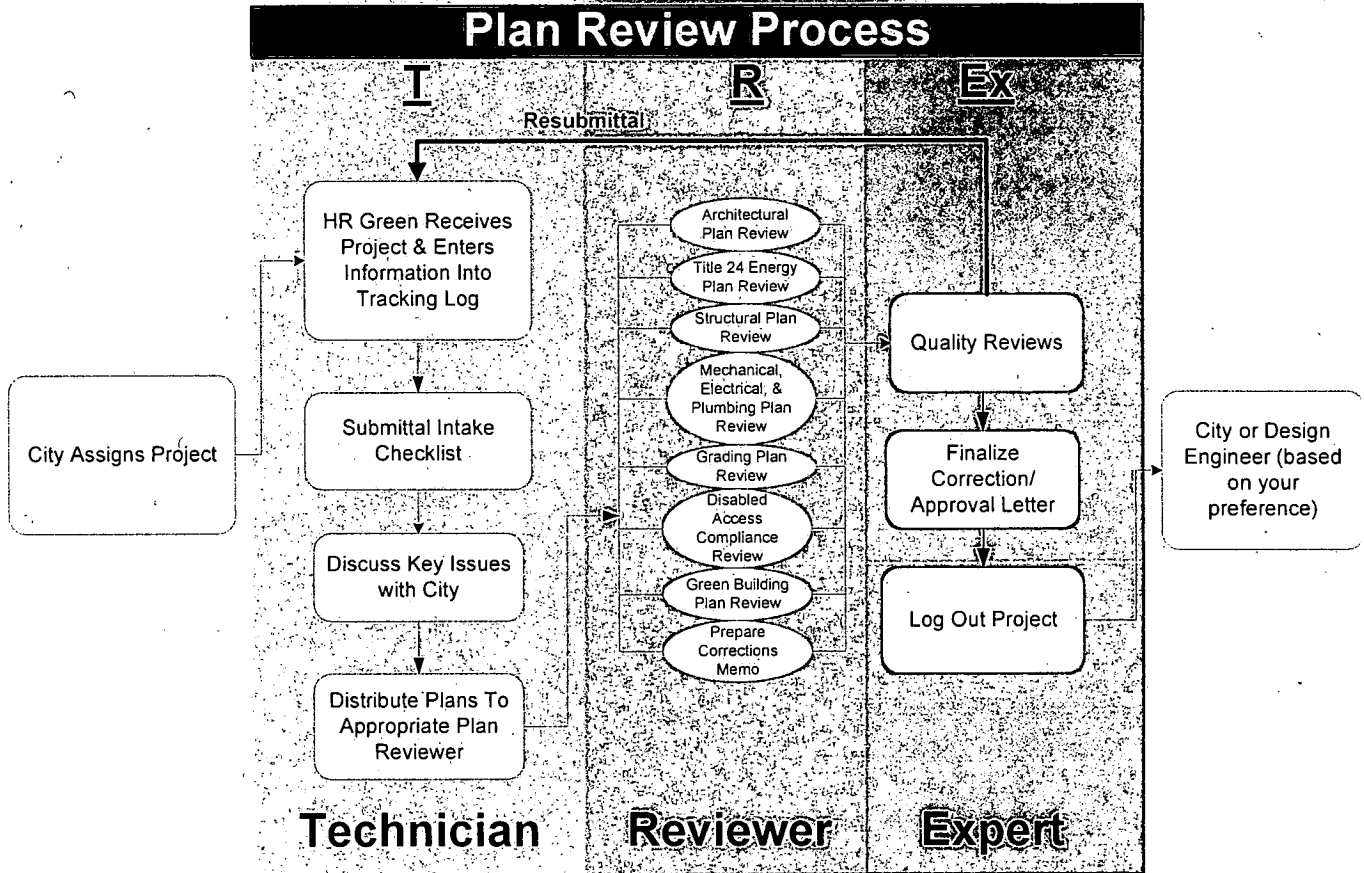
HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is **proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.**

The plan check process we will follow will be managed through our "**GreenTReX**" plan review and processing program, a formalized and integrated process whereby **T**echnician, **R**eview, and **E**xpert management/quality control functions are consistently implemented on each and every project. **HR Green** has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)



Understanding of City's Needs and Approach

Green TREX



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as-needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Rereck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days

City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

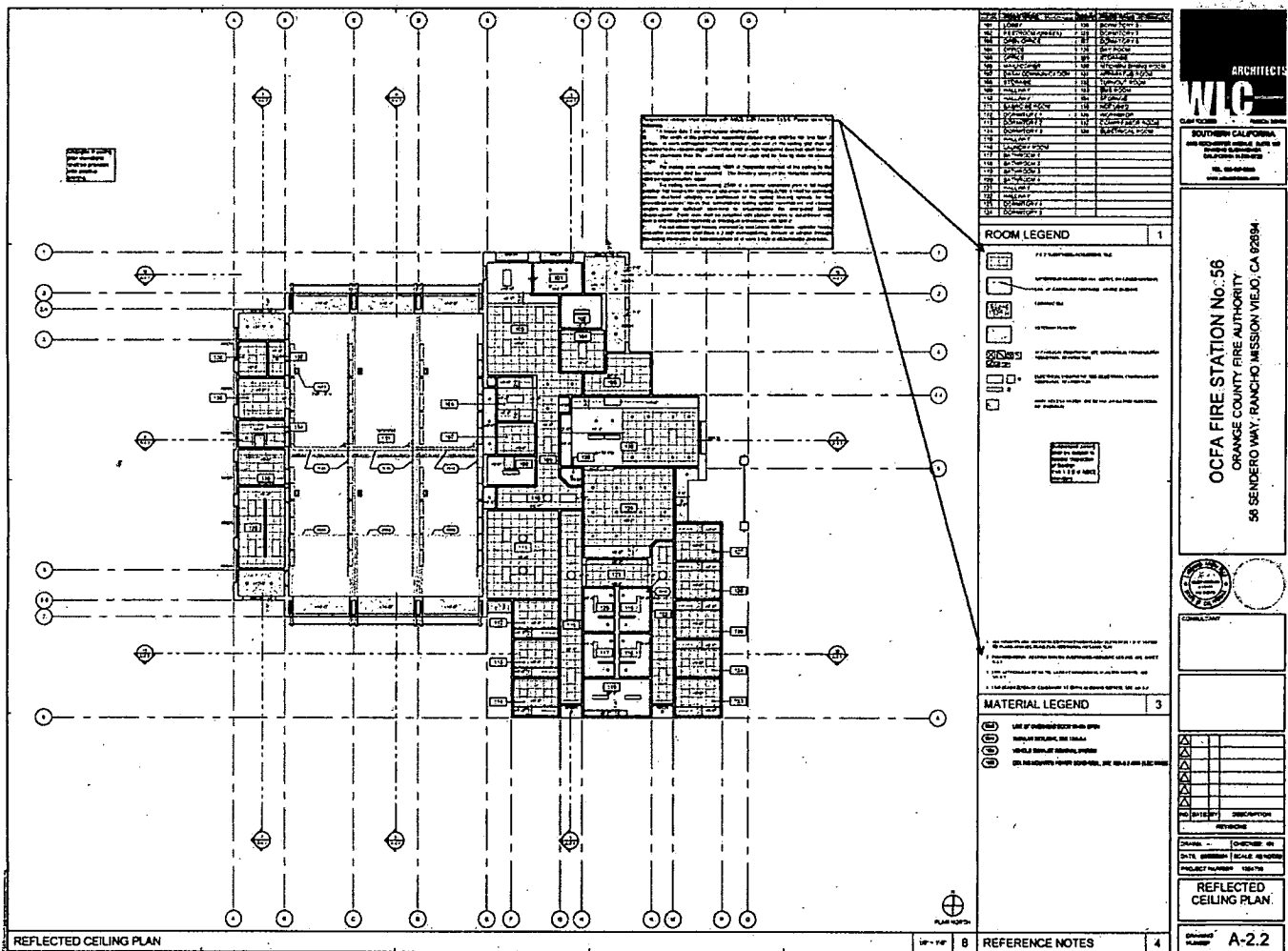
**Building & Safety Plan Check Notes:

1. OTC = Over the Counter
2. Small additions or remodels can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

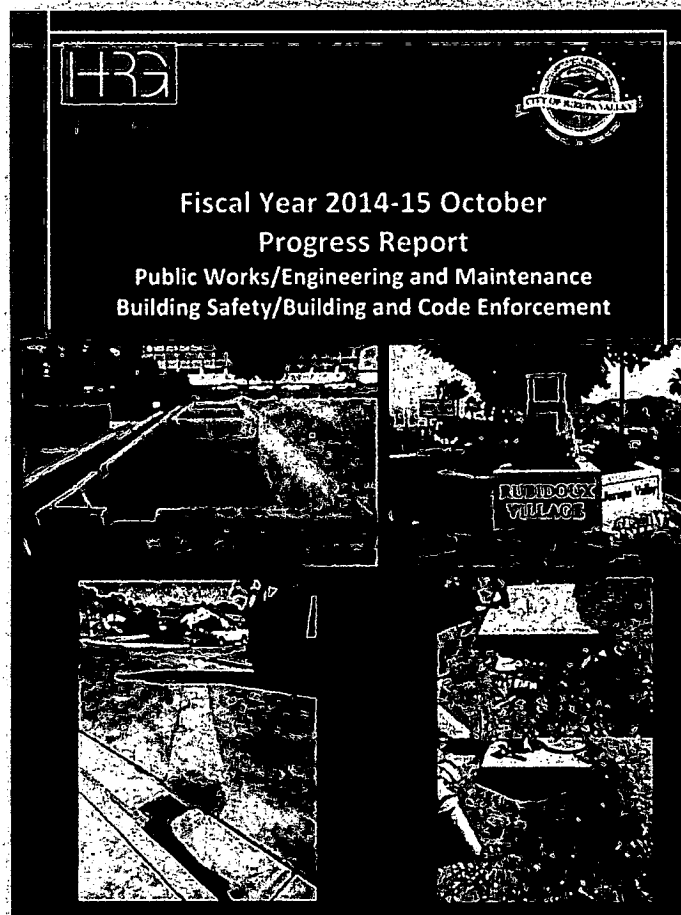
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

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



Fiscal Year 2014-15 October Progress Report

Public Works/Engineering and Maintenance
Building Safety/Building and Code Enforcement

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City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

Building & Safety Department Building Division

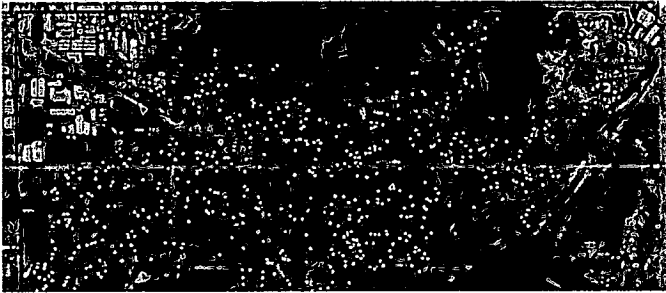
Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



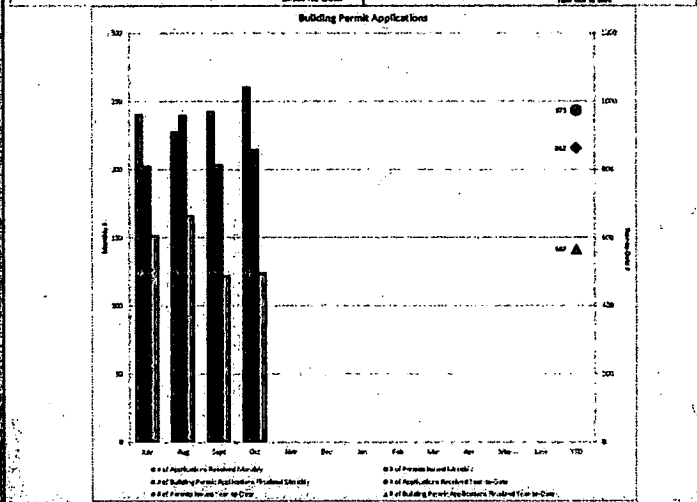
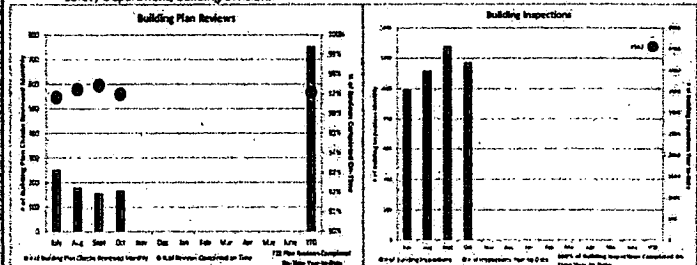
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before

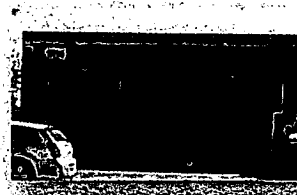


After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)





Understanding of City's Needs and Approach

Building & Safety Department

Code Enforcement Division

Code Inspection Locations Since July 1, 2014

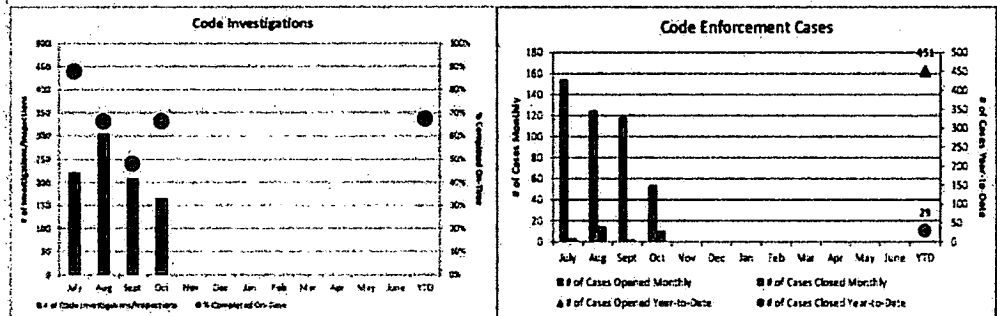


Building & Safety Department

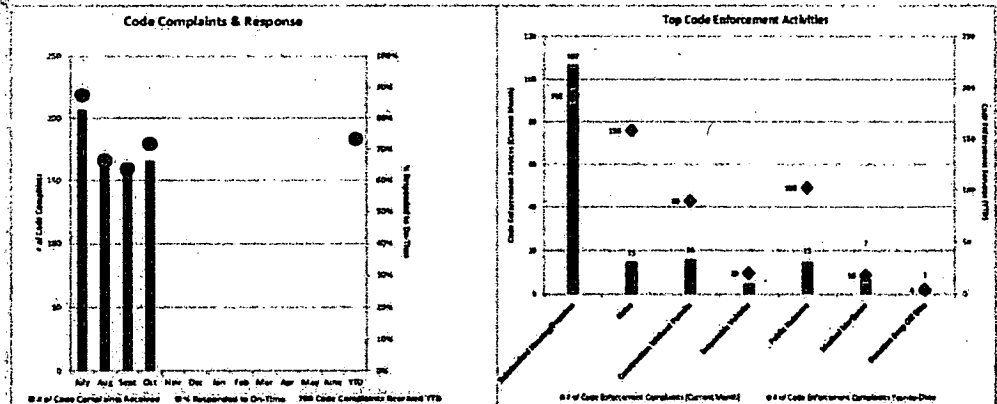
Code Enforcement Division

Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.



City of Jurupa Valley: Fiscal Year 2014-15, October





Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety** and **Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, **Reggie Meigs, CBO**, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTREx™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and policies adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CASp-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.



Description of Proposed Services

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

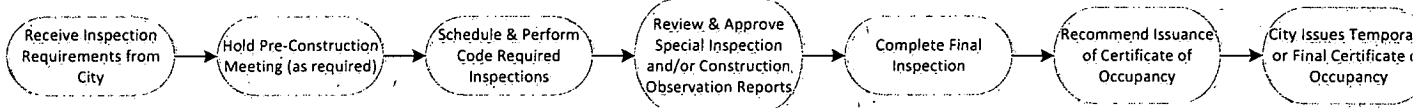
- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request

City of Laguna Hills
Building Services



Proof of Authority

Since HR Green is a corporation, we have included formal proof of the authority of the officer, George A. Wentz, PE, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoepfner Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

City of Laguna Hills
Building Services

Proof of Authority



Dave Moermond
Steve Sparks

Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

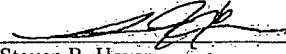
George A. Wentz

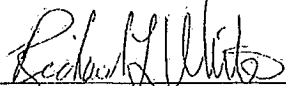
GENERAL EMPOWERING RESOLUTIONS

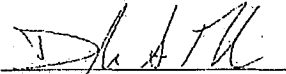
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo

City of Laguna Hills
Building Services

Appendix – Exhibit A



CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

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

None

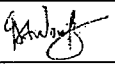
I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 25th day of May, 2015, at Orange

 , California.

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

City of Laguna Hills
Building Services

Appendix – Exhibit A



CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

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

None

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

Signed this 25th day of May, 2015, at San Ramon
, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: 

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

City of Laguna Hills
Building Services

Appendix – Exhibit A

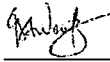


CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

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

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

City of Laguna Hills
Building Services

Appendix – Exhibit A

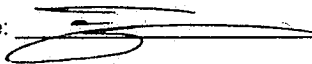


CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

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

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: 

Date: May 25, 2015

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR



HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

1100 Town & Country Road, Suite 1025

Orange, California 92868



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

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

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

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

City of Laguna Hills
Building Services



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.

City of Laguna Hills
Building Services



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

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

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.



CITY OF LAGUNA HILLS

City Clerk

September 14, 2015

HR Green California, Inc.
Attn: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, CA 92868

Re: Professional Services Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services

Dear Mr. Wentz:

The City Council of the City of Laguna Hills at its regular meeting held on September 08, 2015, approved the Professional Services Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services.

Enclosed please find your copy of the executed Agreement.

The Agreement requires the following insurance coverage:

Automobile Liability Insurance	\$1,000,000
General Liability Insurance	\$2,000,000
Workers' Compensation Insurance	\$1,000,000
Professional Liability (Errors & Omissions) Ins.	\$2,000,000

Please note the following:

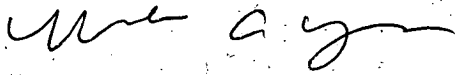
- For Automobile Liability and General Liability Insurance, the City, its officials, agents, and employees shall be named as additional insured, and an endorsement must be attached to the Certificate.
- Insurance providers must be in good standing with the State of California and have a current A.M. Best rating of no less than A-VII. A Waiver of Subrogation is required for Workers' Compensation Insurance.
- The City must receive 30 days cancellation notice, even for non-payment.

Please forward the required proof of insurance to this office as soon as possible.

September 14, 2015
Engineering & Building Consultant Agreement
Page 2

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

Sincerely,



MELISSA AU-YEUNG
Assistant to the City Manager/City Clerk

Enclosures

cc: Community Development Director
Public Services Director/City Engineer

0400-10/CtyClerk/Agendas/150908 Let Engineering & Building Consultant Agreement

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR

ISSUE: AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING SERVICES TO HR GREEN CALIFORNIA, INC.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING SERVICES TO HR GREEN CALIFORNIA, INC. (HR GREEN) AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

The City uses third party consultants on an on-call, as-needed services basis in providing building inspection and plan check services to the community. The City's agreement with its current on-call building services provider expires in mid-September and staff is recommending that the firm of HR Green be selected as the next firm to provide the City with on-call building services. Staff notes HR Green is one of four firms currently providing on-call civil engineering services to the City as well. HR Green was selected over other similarly qualified firms for being able to add enhancements to the City's building inspection and plan check services such as same-day inspection requests, electronic plan review, more responsive plan check times, and firm expertise. These services would be used by the City on an on-call, as-needed basis.

BACKGROUND:

Staff issued a Request for Proposal from qualified building and safety service firms requesting the services of a part-time building official, plan check services, and back-up inspection and counter services, as needed. Five firms responded and were interviewed by staff. Based upon staff's evaluation of the firms' experience, demonstrated ability to meet the City's needs in regards to performing the plan check and inspection/counter services, fit with City staff, and the firm's ability to provide value-added services to the City's current inspection and plan check process, staff is recommending the firm of HR Green. The complete Description/Scope of Services is detailed on Pages 31-44 of the

Professional Services Agreement - HR Green
September 8, 2015
Page 2

HR Green Proposal, which is located in Exhibit A of the proposed Professional Services Agreement (Agreement). (See **Attachment 1.**)

The Agreement includes a cost proposal wherein HR Green provides a tiered fee structure in providing plan checking services and separate hourly rates for the Building Official, Building Inspector, Counter Technician, and other relevant staff that may be called upon to assist existing Building Division staff on an as-needed basis. HR Green's proposal indicates that compensation will be 65% when plan check fees collected are less than \$100,000 in a given month and 60% when plan check fees exceed \$100,000. While plan check fees do not typically reach that level in a given month, the Five Lagunas project could result in plan check fees that exceed HR Green's second tier throughout the construction of the project. Currently, the existing Building Services consultant, CAA, retains 65% of the Plan Check fees. However, CAA proposed to increase fees to 70%. Other firms interviewed proposed services for 60%-65% of plan check fees.

In addition, HR Green has committed to implementing a number of "value-added" services including electronic plan check review (paperless plan checking), "over-the-counter" (OTC) consultations with applicants at no charge, OTC plan checking where possible, and an overall reduction in plan check times. HR Green has also committed to other process improvements that will allow in-house staff to be more efficient.

HR Green proposes a plan check fee structure that could be lower than other firms when the second tier fee level is reached. HR Green hourly rates are also competitive in certain positions but not in others such as the area of inspection. Currently, building inspection providers are competing for qualified inspectors, which is resulting in higher compensation costs in the industry. HR Green contends that its inspectors are compensated at higher rates to reduce employee turnover and to recruit well-qualified staff to provide services. Almost all of the personnel designated to provide services in building plan review and inspection have 25-30 years of experience in the field.

In staff's view, HR Green has provided additional services that other firms were unable to match in terms of plan check turnaround, customer fulfillment, and other value-added services such as electronic plan review. These services will significantly improve the City's ability to implement the City's building plan check function through shortened plan review times and allow staff to become more efficient in assisting residents and builders.

FISCAL IMPACT:

The Community Development Department budget includes \$340,000 for consultant services for each of the 2015/2016 and 2016/2017 Fiscal Years. This cost is offset by building plan check and permit fees collected in the building permit process.

Professional Services Agreement - HR Green
September 8, 2015
Page 3

CEQA FINDINGS:

This activity is not a project as defined by CEQA because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 – Professional Services Agreement with Scope of Work

PROFESSIONAL SERVICES AGREEMENT

HR Green California, Inc.

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

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

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement, as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

3. SCHEDULE OF PERFORMANCE

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

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

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

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted

accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all

reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit

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

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

To City:

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

To Consultant:

HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
City of Laguna Hills,
 a California municipal corporation

 DORE J. GILBERT, M.D.
 Mayor

ATTEST:

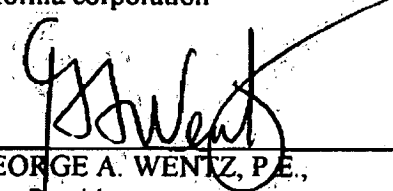
(SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
HR Green California, Inc.,
 a California corporation

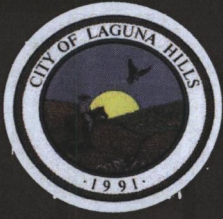
By: 

 GEORGE A. WENTZ, P.E.,
 Vice President

By: _____

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)**

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



Proposal:

Building Services



May 25, 2015

As Amended on September 2, 2015



May 25, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653



Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, **HR Green California, Inc. (HR Green)** is poised to assign highly experienced, local staff with a successful track record of providing **highly responsive, well-planned, and quality** services in the **most cost-effective manner possible** to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. **The following are some key questions that should be asked:**

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify **better ways of doing things**.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025

Orange, CA 92868

E-Mail: gwentz@hrgreen.com

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO – Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in **transition services** of Building and Public Works Departments in California. Most recently, we helped the **City of Jurupa Valley** transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,

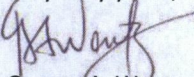

 George A. Wentz, PE
 Principal-in-Charge



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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years **HR Green, Inc.** (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CASP) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

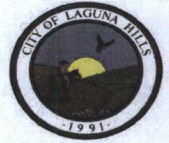
- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.

City of Laguna Hills
Building Services



General Information

A cornerstone of our expertise is the provision of **as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies**. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a **strong and vibrant financial condition**. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - **California (1)**
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB+ Associates TRB + Associates, Inc. - Subconsultant

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is **certified as a micro small business**. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. **Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.** HR Green has had a working relationship with TRB for four years.



General Information**Client References / Related Experience****A Track Record of Excellence**

 HRGreen Services (Provided by HR Green Staff)	Representative Agencies																			
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murrieta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓											
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Code Compliance		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

**Building Plan Review and Inspection
County of Orange**

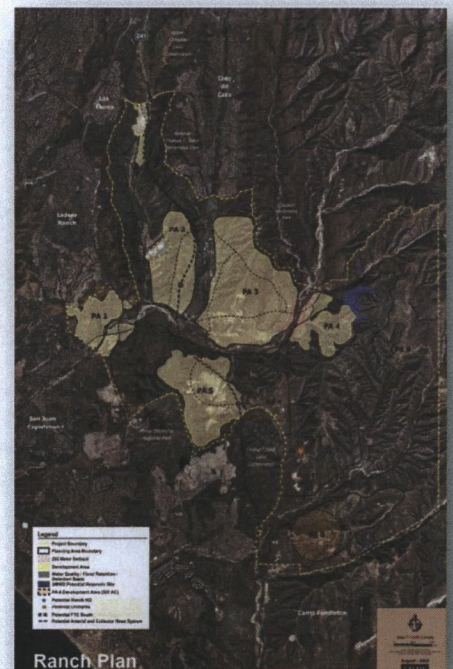
Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services

✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection

- **HR Green** currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- **HR Green** staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting



City of Laguna Hills
Building Services



General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

HR Green Services

✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPS Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation **HR Green** provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston

Former Mayor (current Council Member)
City of Jurupa Valley



City of Laguna Hills
Building Services



General Information

- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquires and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB, CASp, CBO; Lonnie Partch



HR Green Services

✓ Building Plan Review Oversight	✓ Chief Building Official
✓ Building Inspection/Oversight	✓ Code Compliance
✓ Permit Counter Oversight	✓ Organizational Recommendations
✓ Standards & Procedures	✓ Reports and Studies
✓ Code Interpretation	✓ Permit Database Development

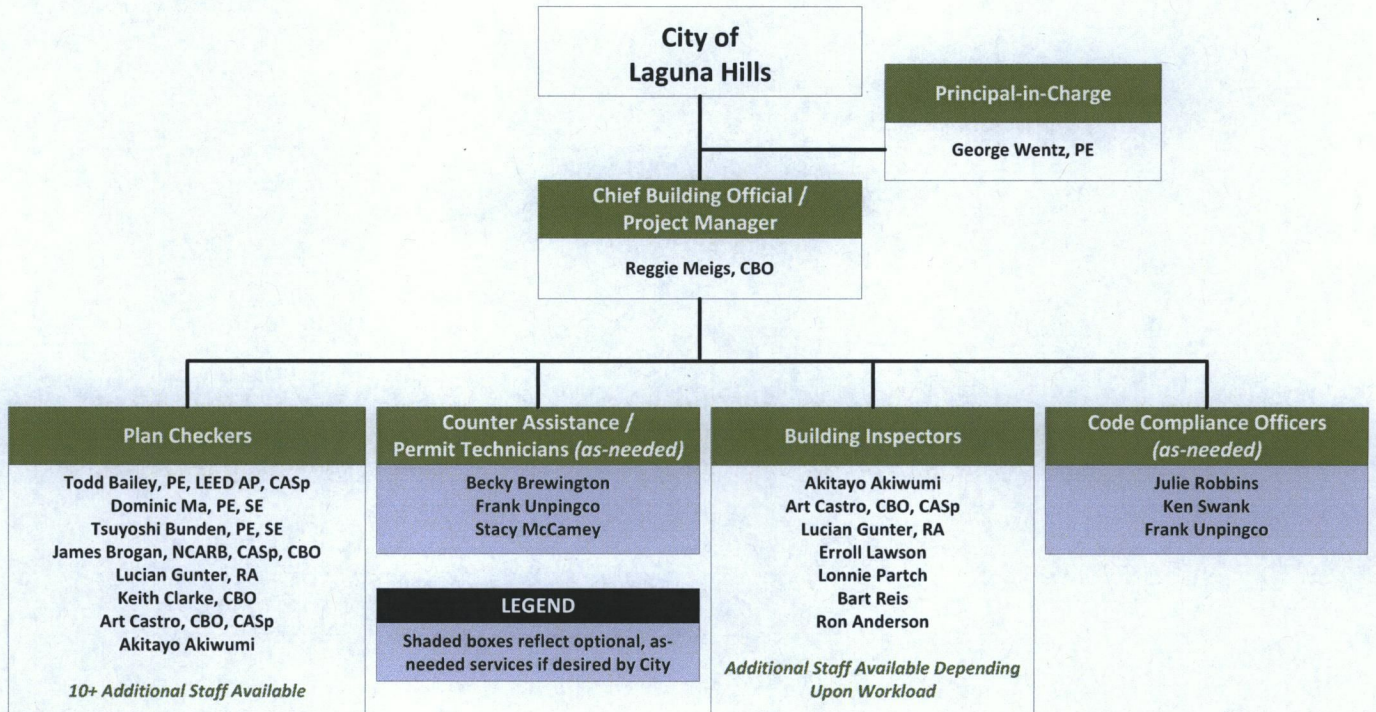
- **HR Green** provides interim Building Official and code interpretation services through the assignment of **Reggie Meigs, CBO**
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- **HR Green** staff inspected residential and commercial buildings for compliance to approved plans and codes

City of Laguna Hills
Building Services

General Information



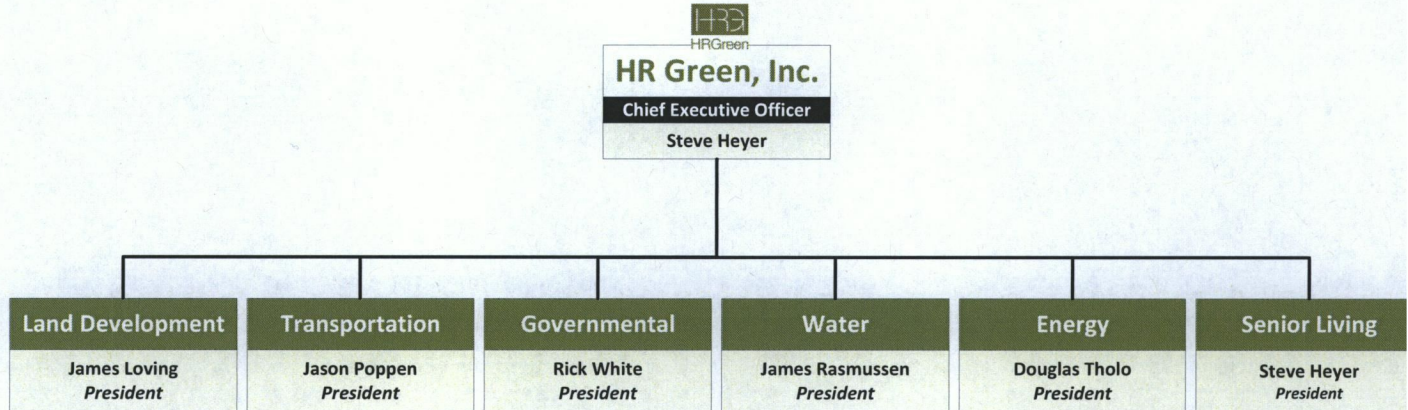
Proposed Team Organization Chart



General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24



Qualifications of Proposed Staff

HR Green is proposing a full range of multi-faceted staff members. Our **contract-specific organization chart** is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed.

Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ 40+ Years Municipal Building and Safety Experience
- ✓ Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement
- ✓ Served on Multiple CALBO Committees
- ✓ Proficient in using Various Database Systems

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

George Wentz, PE **Principal-in-Charge**

Education / Registration

Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.



Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including **Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA.** These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp **Building Plan Reviewer**

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASP-229)

- ✓ 20 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise
- ✓ Building Plan Review, 30+ Agencies
- ✓ Helped Develop Award-Winning Electronic Plan Review Solutions

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. **Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.**

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Dominic Ma, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Extensive Experience Reviewing Tenant Improvements

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified

- ✓ 25+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Expert Witness to California State Board of Registration

Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO **Building Plan Reviewer**

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness

- ✓ 35+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, ADA, and Expert Witness Expertise
- ✓ Code Consultant to Southern California Cities

Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lucian Gunter, RA

Building Plan Reviewer/Inspector

Education / Registration

Bachelor of Architecture

Registered Architect, CA #22358

- ✓ 29 Years Municipal Building and Safety Experience
- ✓ Municipal and University Building Plan Review Expertise

Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Keith Clarke, CBO ***Building Plan Reviewer***

Education / Certification

College Coursework
ICBO Certified Building Inspector #10335
ICBO Certified Combination Inspector #11934
ICBO Certified Accessibility Inspector #67514
ICBO Certified Spray Applied Fire Proofing Inspector #76423
AACE Certified Code Enforcement Officer #86534
AACE Certified Housing Enforcement Officer #81040
AACE Certified Zoning Enforcement Officer #78952
IFCI Certified Uniform Fire Code Inspector #60223
IFCI Certified Company Officer Fire Code Inspector # 0126960-69
Orange County Certified Reinforced Concrete Inspector #410
Orange Count Certified Masonry Inspector #410
CABO Certified Building Official #824
National Academy of Code Administration, Certified Professional Code Administrator
State Fire Marshal, Certified Fire Prevention Officer I
ICS 100 Disaster Preparedness
ICS 200 Disaster Preparedness
ICS 300 Disaster Preparedness
ICS 700 Disaster Preparedness
Licensed General Contractor #731001

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Recipient of Various Building Safety Awards

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter
Building Official of the Year, Citrus Belt Chapter
Lifetime Achievement Award, Citrus Belt Chapter
Building Department of the Year, Citrus Belt Chapter
CALBO (California Building Officials) Building Department of the Year
CALBO, Building Official of the Year
CALBO, Hall of Fame Award

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330

- ✓ Nearly 30 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, ADA Compliance, and Inspection Expertise
- ✓ Multi-Faceted Services to Cities and Counties Throughout California

Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square feet historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ 15+ Years Municipal Building and Safety Experience
- ✓ Building Plan Check and Inspection Expertise
- ✓ Services to Cities and Counties Throughout California

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Becky Brewington **Permit Technician**

Education

College courses in environmental planning

- ✓ 30+ Years Engineering, Planning, and Building Safety Support
- ✓ Permit Counter Technician, Various Agencies

Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Frank Unpingco

Permit Technician/Code Compliance Officer

- ✓ 15+ Years Code Enforcement and Construction Experience
- ✓ On-Site Permitting and Code Enforcement Assignments with Cities

Education / Certification

Bachelor of Arts, Corrections
PC-832 Certification

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Stacy McCamey

Permit Technician

Education

Proficiency in Microsoft Suite of Applications and County of Orange APPS System

- ✓ 5 On-Site Administration Assignments Past 8 Years
- ✓ Extensive Support of Orange County and Local Cities
- ✓ Administration Support for Infrastructure and Building Projects Through Project Lifecycle

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Erroll Lawson ***Building Inspector***

Education / Certification

California Building Official (CBO) Training
International Code Council (ICC) Seminars
FEMA certification from the Emergency Management Institution ICS-300
State of California OSHA Safety

- ✓ 25+ Years Building Inspection and Code Compliance Experience
- ✓ CBO, ICC, and FEMA Training
- ✓ Extensive Experience with Southern California Cities

Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ 27 Years Municipal Building and Safety Experience
- ✓ ICC-Certified Inspector
- ✓ Extensive Experience Throughout Orange County

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.



Qualifications of Proposed Staff

Bart Reis

Building Inspector

Education / Certification

College Coursework
ICC-Certified Residential Building Inspector
B-1 General Contractor License
Rough Framing Certification

- ✓ 30+ Years Building Inspection and Construction Management Experience
- ✓ ICC-Certified Inspector

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ron Anderson **Building Inspector**

Education / Certification

College Coursework
ICC Certified Building Inspector #0879433
ICC Certified Building Plans Examiner
ICC Certified Electrical Inspector
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector

- ✓ 15+ Years Municipal Building and Safety Experience
- ✓ Building Plan Check, Inspection, Permitting, and Counter Support Expertise
- ✓ Services to Cities and Counties Throughout California

Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools.. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework
Certified in Peace Officer Standard
and Training, PC 832, Modules I, II, and III

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance, 10+ Agencies
- ✓ Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field Inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the **Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.**

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification

- ✓ 40+ Years Law Enforcement Experience
- ✓ Code Compliance Officer, Various Cities
- ✓ Extensive Community Engagement and Committee Involvement Related to Youth, Domestic Violence, and Law Enforcement Issues

Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relation's officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of **HR Green's Alternative Service Delivery** philosophy is find **multi-faceted staff** who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs**, will **remain dynamic to changing conditions**, and **match the right mix of staff to the clearly defined assignments**. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].





Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

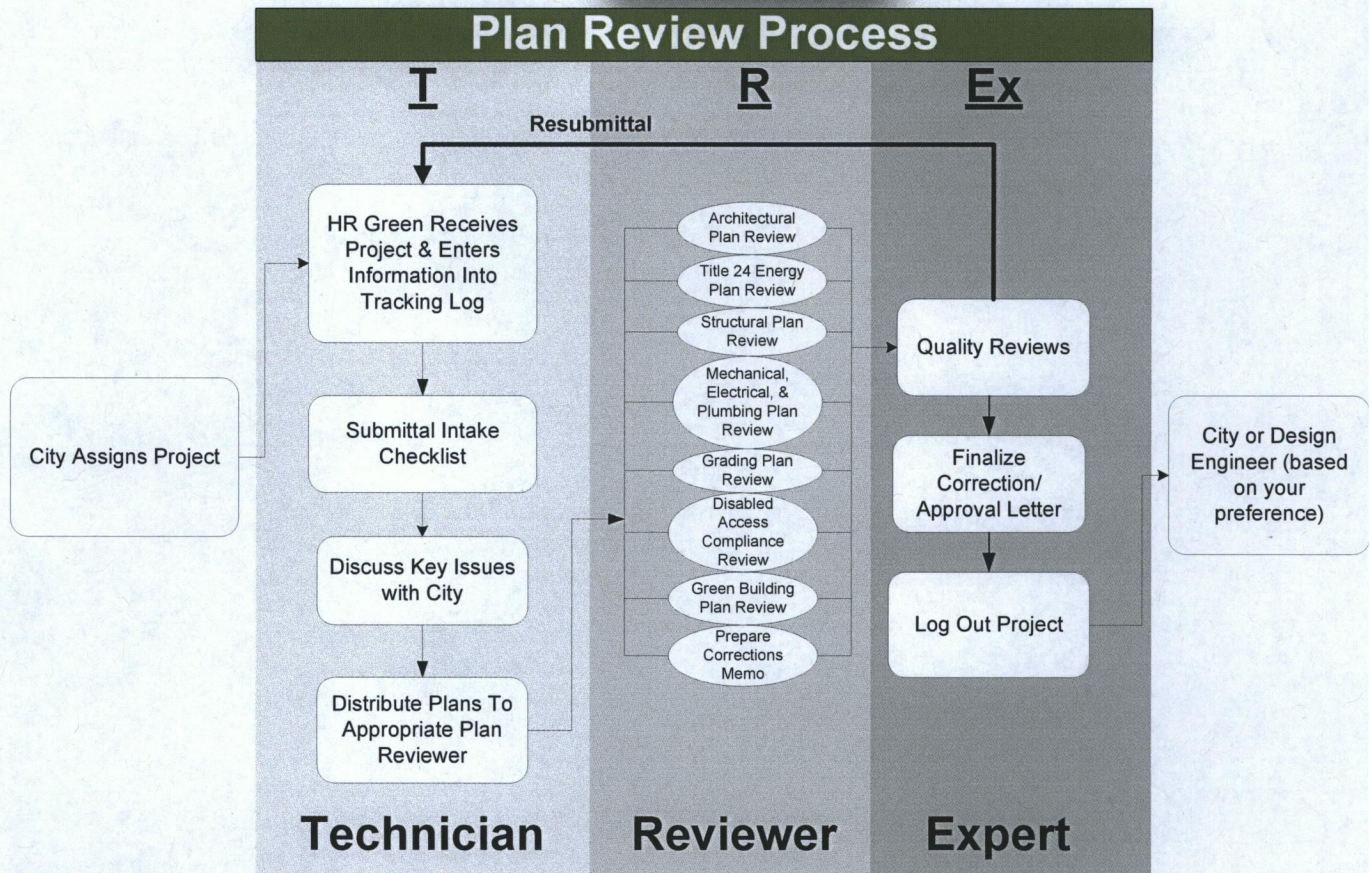
HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is **proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.**

The plan check process we will follow will be managed through our "**GreenTReX**" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. **HR Green** has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)

Understanding of City's Needs and Approach



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as-needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	<u>5-10</u> Working Days (depends on complexity)	<u>3-5</u> Working Days
Addition **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days
Remodel **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days
Commercial		
New Construction	<u>5-10</u> Working Days (depends on complexity)	<u>3-5</u> Working Days
Addition **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days
Remodel **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days



Understanding of City's Needs and Approach

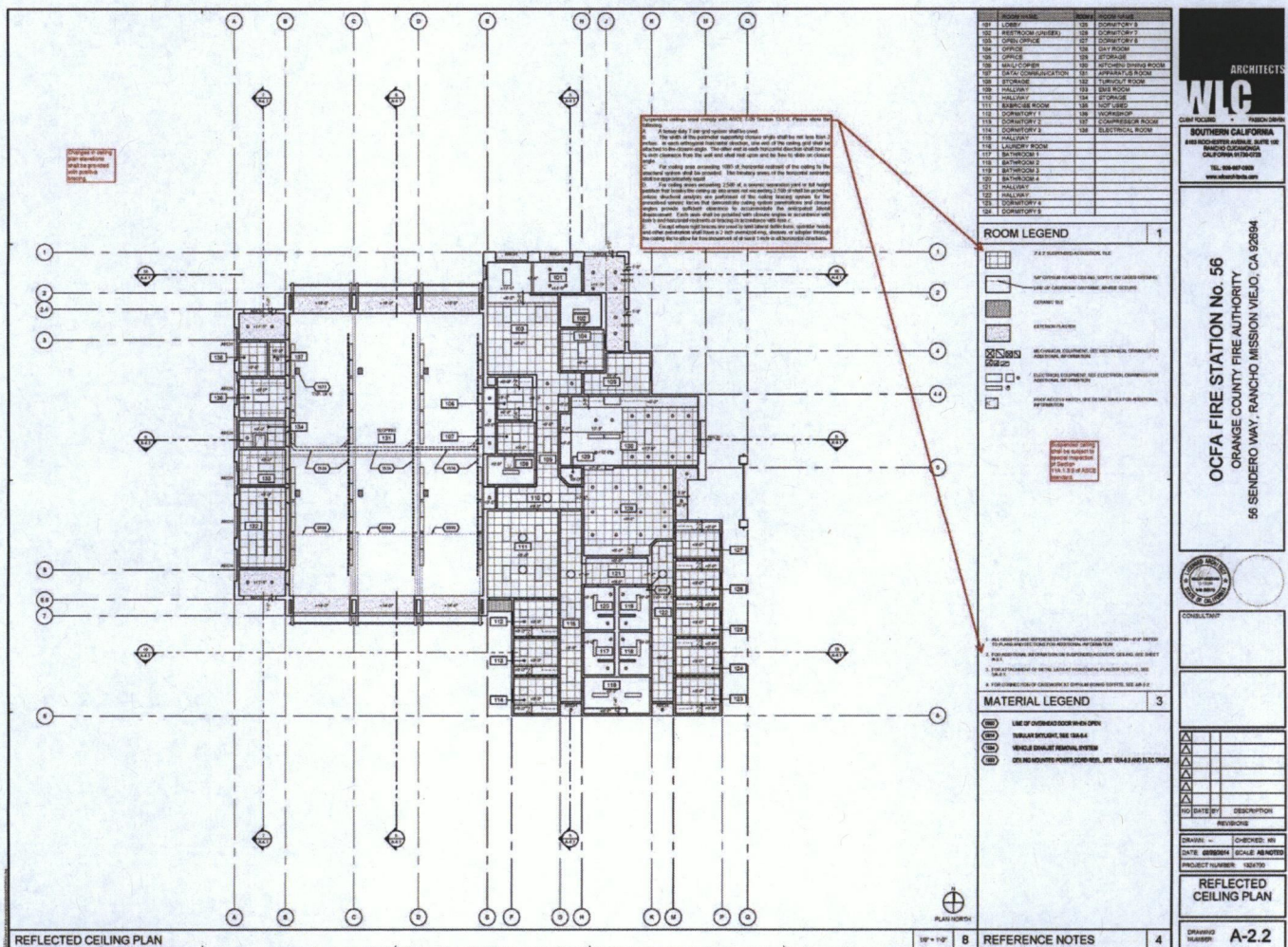
****Building & Safety Plan Check Notes:**

1. **OTC** = Over the Counter
2. **Small additions or remodels** can be done **over the counter or within three (3) working days** depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

**Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo
OCFA Fire Station**





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

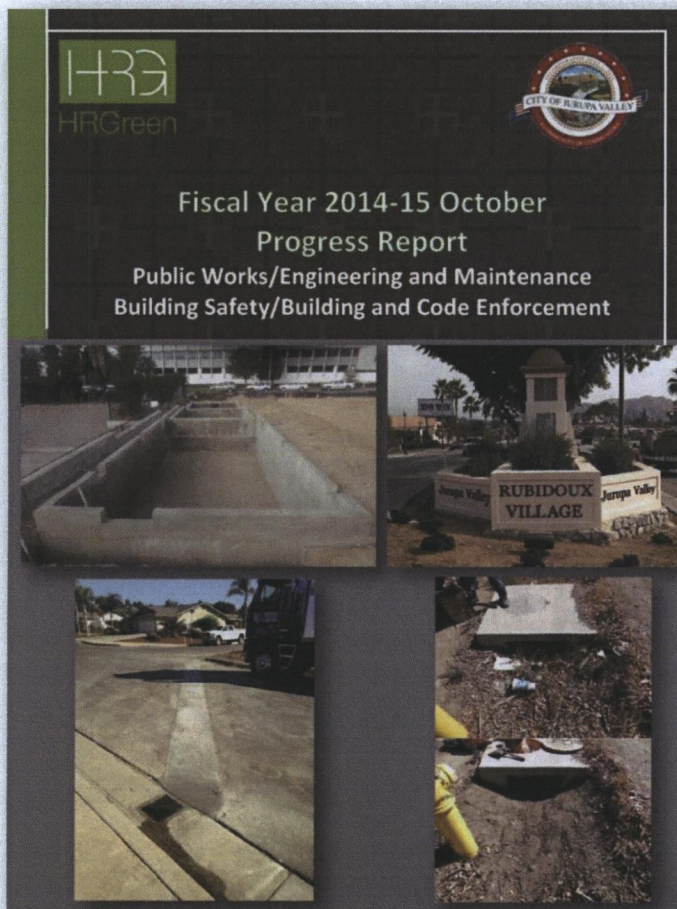
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

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



Fiscal Year 2014-15 October Progress Report

Public Works/Engineering and Maintenance Building Safety/Building and Code Enforcement

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City of Laguna Hills
Building Services

Understanding of City's Needs and Approach



Building & Safety Department Building Division

Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



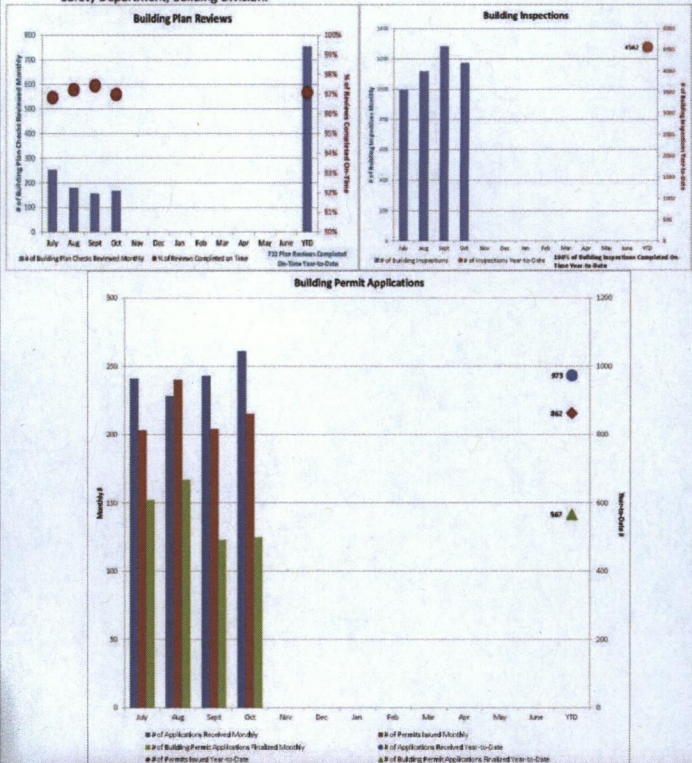
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before



After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)





Understanding of City's Needs and Approach

Building & Safety Department

Code Enforcement Division

Code Inspection Locations Since July 1, 2014



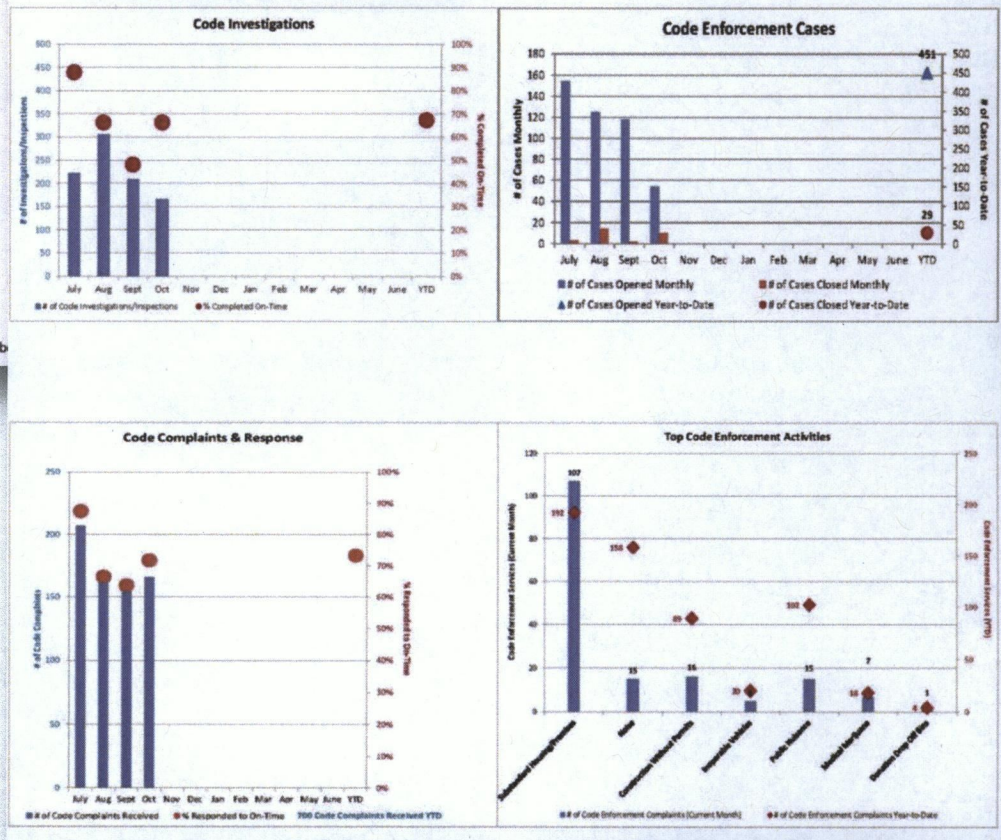
Building & Safety Department

Code Enforcement Division

Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.

City of Jurupa Valley: Fiscal Year 2014-15 October





Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety** and **Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, **Reggie Meigs, CBO**, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTReX™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and polices adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CAsP-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.



Description of Proposed Services

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

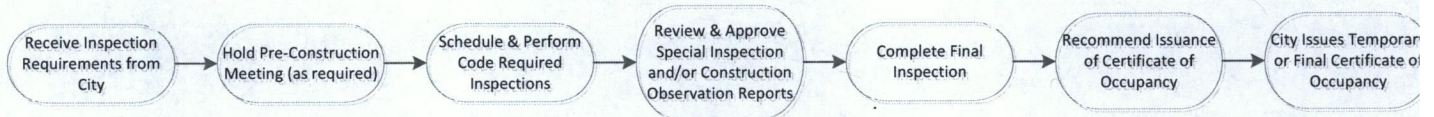
- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request

Proof of Authority



Since HR Green is a corporation, we have included formal proof of the authority of the officer, **George A. Wentz, PE**, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoeppe Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

City of Laguna Hills
Building Services

Proof of Authority



Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

Dave Moermond
Steve Sparks

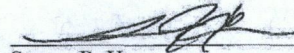
George A. Wentz

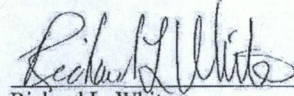
GENERAL EMPOWERING RESOLUTIONS

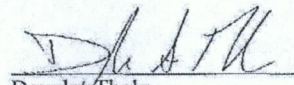
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo



Appendix – Exhibit A

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

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

None

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

Signed this 25th day of May, 2015, at Orange

_____, California.

Name: George A. Wentz, PE

Title: Vice-President

Signature:



Appendix – Exhibit A

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

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

None

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

Signed this 25th day of May, 2015, at San Ramon

_____, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: _____

City of Laguna Hills
Building Services

Appendix – Exhibit A

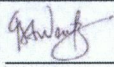


CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

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

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

City of Laguna Hills
Building Services

Appendix – Exhibit A



CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of TRB + Associates, Inc.

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

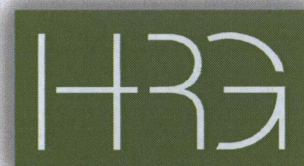
Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: _____

Date: May 25, 2015

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR



HRGreen

HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

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



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in purple ink, appearing to read 'G. Wentz'.

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

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

City of Laguna Hills
Building Services



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

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

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-300-0325 Holmes Murphy & Assoc - CR 500 1st Avenue NE, Suite 300 Cedar Rapids, IA 52401 INSURED HR Green California, Inc. 1100 Town & Country Suite 1025 Orange, CA 92868	CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext): 319-896-7715 FAX (A/C No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company (L) NAIC # 16535 (A+) INSURER B: Travelers Property Casualty Company of 25674 (L) (A+) INSURER C: XL Specialty Insurance Company (L) (A: 37885 Xv) INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 45024545

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO373096705	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP373096805	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP14N8656615	01/01/15	01/01/16	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC373096605	01/01/15	01/01/16	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9718796	01/01/15	01/01/16	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

City of Laguna Hills

24035 El Toro Road

Laguna Hills, CA 92653

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 ACORD 25 (2014/01)
 kbrewercr
 45024545

The ACORD name and logo are registered marks of ACORD

Packet Pg. 311

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

Fax

EBIX BPO

City of Laguna Hills
TO :

Fax: 1-949-707-2633 Attn:

HR Green California, Inc.
FROM :

Phone:

Holmes Murphy & Assoc - CR
Agency:

Phone: 1-800-300-0325

Subject: Delivery by CertificatesNow

We hope you find this document satisfactory. If you have any questions regarding the content of this certificate, please contact Holmes, Murphy & Associates or the Insured, both are listed on the certificate of insurance.

NOTICE: This communication is not encrypted and may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate or otherwise use this information. Thank you.

cc:

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Holmes Murphy & Assoc - CR 500 1st Avenue NE, Suite 300 Cedar Rapids, IA 52401	CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext): 319-896-7715 FAX (A/C No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com														
INSURED HR Green California, Inc. 1100 Town & Country Suite 1025 Orange, CA 92868	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of	25674	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 45628216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO373096706	01/01/16	01/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP373096806	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP14N8656616	01/01/16	01/01/17	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WC373096606	01/01/16	01/01/17	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9800663	01/01/16	01/01/17	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/05/2016

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PRODUCER 1-800-300-0325 Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401 INSURED HR Green California, Inc. 1100 Town & Country Suite 1025 Orange, CA 92868	CONTACT NAME: Michelle Gruis PHONE (A/C, No, Ext): 319-896-7715 FAX (A/C, No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D: AA: XV L - B</td> <td></td> </tr> <tr> <td>INSURER E: AL: XV L - A, C</td> <td></td> </tr> <tr> <td>INSURER F: A</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of	25674	INSURER C: XL SPECIALTY INS CO	37885	INSURER D: AA: XV L - B		INSURER E: AL: XV L - A, C		INSURER F: A	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: AA: XV L - B															
INSURER E: AL: XV L - A, C															
INSURER F: A															

COVERAGES
CERTIFICATE NUMBER: 48567679

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GLO373096707	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP373096807	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP14N8656617	01/01/17	01/01/18	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373096607	01/01/17	01/01/18	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9908464	01/01/17	01/01/18	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER
CANCELLATION

City of Laguna Hills 24035 El Toró Road Laguna Hills, CA 92653 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CALIFORNIA

▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
 Main 855.900.4742 + Fax 855.641.5877

▷ HRGREEN.COM

August 23, 2017

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

RECEIVED

AUG 25 2017

CITY OF LAGUNA HILLS

Dear Mr. Channing:

This letter is a request to authorize the assignment of our two current Agreements for (1) On-Call Civil Engineering Services and Management, and (2) On-Call Professional Civil Engineering, Building and Safety, Civil Plan Check, Building Code Compliance, and Building Inspections between the City and HR Green California, Inc. to HR Green Pacific, Inc. This new company was formed to clearly separate our public sector contracts from any private sector work pursuits, and reflects the specialized staffing and experience necessary for municipal services work.

We also represent to the City of Laguna Hills that HR Green Pacific, Inc. has at least the same expertise and financial ability as HR Green California, Inc. and possesses the same capabilities to fulfill the Agreements. The same individuals will continue to provide services to the City. HRG Pacific, Inc. is positioned to seamlessly provide continued municipal services to the City of Laguna Hills, and we appreciate your consideration.

Please find the attached insurance certificate reflecting HR Green Pacific, Inc. for the assigned agreements.

Please note, to accommodate our growth, we have relocated our West Coast headquarters to 1260 Corona Pointe Court, Suite 305, Corona, CA 92879. We are fully operational and strive in the success of a seamless transition.

Respectfully,

HR GREEN CALIFORNIA, LLC

George Wentz
 Vice President - Governmental Services

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR



COPY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Holmes Murphy & Assoc - CR 201 First Street, SE, Suite 700 Cedar Rapids, IA 52401 INSURED HR Green Pacific, Inc. 1260 Corona Point Court Suite 305 Corona, CA 92879-5013	CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext): 319-896-7715 FAX (A/C No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td colspan="2">INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td colspan="2">INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich American Insurance Company		16535	INSURER B: Travelers Property Casualty Company of		25674	INSURER C: XL SPECIALTY INS CO		37885	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 50637409

REVISION NUMBER:

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO373096707	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP14N8656617	01/01/17	01/01/18	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC373096607	01/01/17	01/01/18	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9908464	01/01/17	01/01/18	Per Claim 5,000,000 Aggregate 6,000,000

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CERTIFICATE HOLDER**CANCELLATION**

City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



City of Laguna Hills
City Council/Planning Agency
Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Director of Public Services/City Engineer
ISSUE: Assignment and Assumption Agreement for HR Green Professional Services Agreements For: (1) On-Call Civil Engineering Services; and (2) On-Call Building and Safety Services

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

SUMMARY:

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

0400-10 900018494
0400-10 900020429

Assignment of HRGreen Professional Services Agreements

January 23, 2018

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ATTACHMENTS:

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



HRGreen

CALIFORNIA

▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main: 855.900.4742 • Fax: 855.641.5877

▷ HRGREEN.COM

December 6, 2017

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

Dear Mr. Channing,

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

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

HR Green California, Inc.

Signature

George A. Wentz, PE
Vice President

HR Green Pacific, Inc.

Signature

Roy F. Stephenson, PE
Manager Local Government Services

City of Laguna Hills

Signature

Bruce Channing
City Manager

PROFESSIONAL SERVICES AGREEMENT**HR Green California, Inc.***On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

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

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement, as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

3. SCHEDULE OF PERFORMANCE

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

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

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

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted

accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

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

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all

reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit

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

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

To City:

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

To Consultant:

HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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

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

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

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

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

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

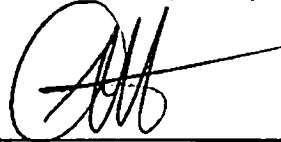
10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Consultant agrees to fully comply with all applicable federal and state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

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
City of Laguna Hills,
a California municipal corporation



DORE J. GILBERT, M.D.
Mayor

ATTEST:

 (SEAL)

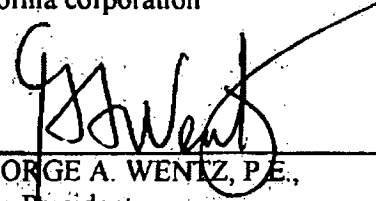
MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
HR Green California, Inc.,
a California corporation

By: 

GEORGE A. WENTZ, P.E.,
Vice President

By: _____

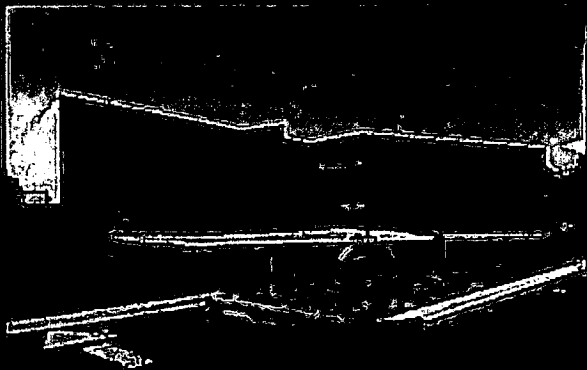
EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)**

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



Proposal:

Building Services



May 25, 2015



May 25, 2015

David Chantarangsu, AICP
 Director of Community Development
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653

Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, HR Green California, Inc. (HR Green) is poised to assign highly experienced, local staff with a successful track record of providing highly responsive, well-planned, and quality services in the most cost-effective manner possible to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. The following are some key questions that should be asked:

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify better ways of doing things.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025

Orange, CA 92868

E-Mail: gwentz@hrgreen.com

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO - Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - o Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

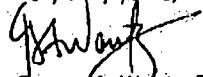
Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in transition services of Building and Public Works Departments in California. Most recently, we helped the City of Jurupa Valley transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,


 George A. Wentz, PE
 Principal-in-Charge


 HRGreen

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General Information



3.11.d

3.5.c

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years HR Green, Inc. (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CASP) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.

General Information



A cornerstone of our expertise is the provision of as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a strong and vibrant financial condition. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - California (1)
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB+ Associates

TRB + Associates, Inc. - Subconsultant

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is certified as a micro small business. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000+ documents using a web-based system. HR Green has had a working relationship with TRB for four years.

General Information



Client References / Related Experience

A Track Record of Excellence

 HRGreen Services (Provided by HR Green Staff)	Representative Agencies																			
	City of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Fullerton	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murietta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓						✓	✓	✓			✓	
Code Compliance		✓	✓			✓		✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓		✓			✓	✓	✓			✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

Building Plan Review and Inspection

County of Orange

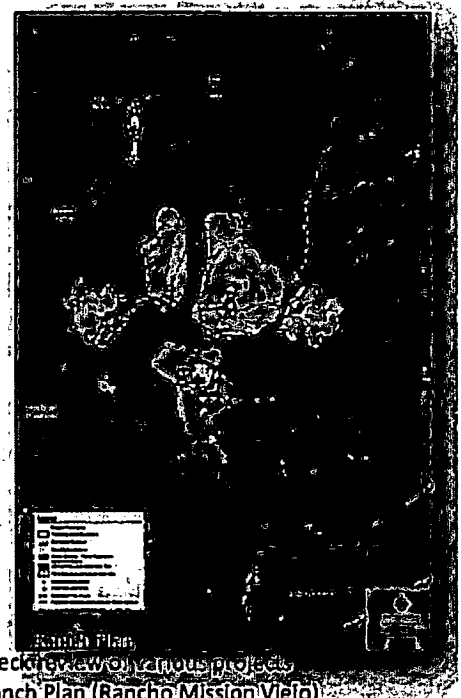
Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services

- ✓ Architectural Plan Review
- ✓ Title 24 Energy Plan Review
- ✓ NDPES Compliance Review
- ✓ Green Building Plan Review
- ✓ MEP Plan Review
- ✓ Civil Engineering Plan Review
- ✓ Disabled Access Compliance Review
- ✓ Building Inspection

- HR Green currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- HR Green staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting



City of Laguna Hills
Building Services



General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston

Former Mayor (current Council Member)
City of Jurupa Valley

HR Green Services

- | | |
|--------------------------------|-------------------------------------|
| ✓ Architectural Plan Review | ✓ MEP Plan Review |
| ✓ Title 24 Energy Plan Review | ✓ Civil Engineering Plan Review |
| ✓ NDPES Compliance Review | ✓ Disabled Access Compliance Review |
| ✓ Green Building Plan Review | ✓ Building Inspection |
| ✓ Code Enforcement | ✓ Permit Counter Support |
| ✓ Building Official | ✓ City Engineering |
| ✓ CIP Administration | ✓ Civil Engineering |
| ✓ GIS | ✓ Construction Management |
| ✓ Traffic Engineering | ✓ Value Engineering |
| ✓ Grant Funding/Administration | ✓ Public Works Maintenance |
| ✓ Infrastructure Inspection | ✓ City Management |

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / Second most cost-efficient city in Riverside County based on cost of service per capita
- Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually; 100% on-time review)
- Review 150+ new planning projects annually



City of Laguna Hills
Building Services



General Information

- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquiries and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB,
CASp, CBO; Lonnie Partch

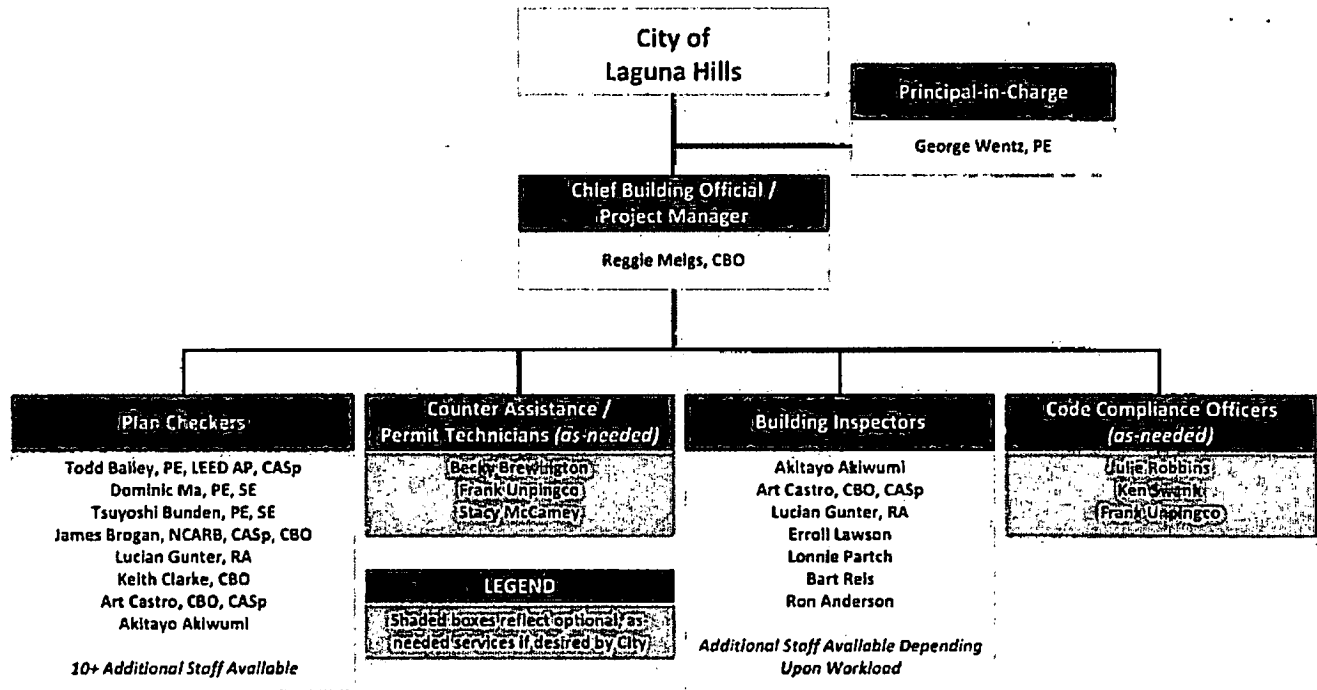


HR Green Services

- | | |
|----------------------------------|----------------------------------|
| ✓ Building Plan Review Oversight | ✓ Chief Building Official |
| ✓ Building Inspection/Oversight | ✓ Code Compliance |
| ✓ Permit Counter Oversight | ✓ Organizational Recommendations |
| ✓ Standards & Procedures | ✓ Reports and Studies |
| ✓ Code Interpretation | ✓ Permit Database Development |
- HR Green provides interim Building Official and code interpretation services through the assignment of Reggie Meigs, CBO
 - Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
 - Supervised and trained persons assigned to the building division
 - Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
 - Generated monthly performance and progress report for Building Safety Division
 - Assisted in the development of a custom permit tracking program that saved the City money
 - HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes

General Information

Proposed Team Organization Chart

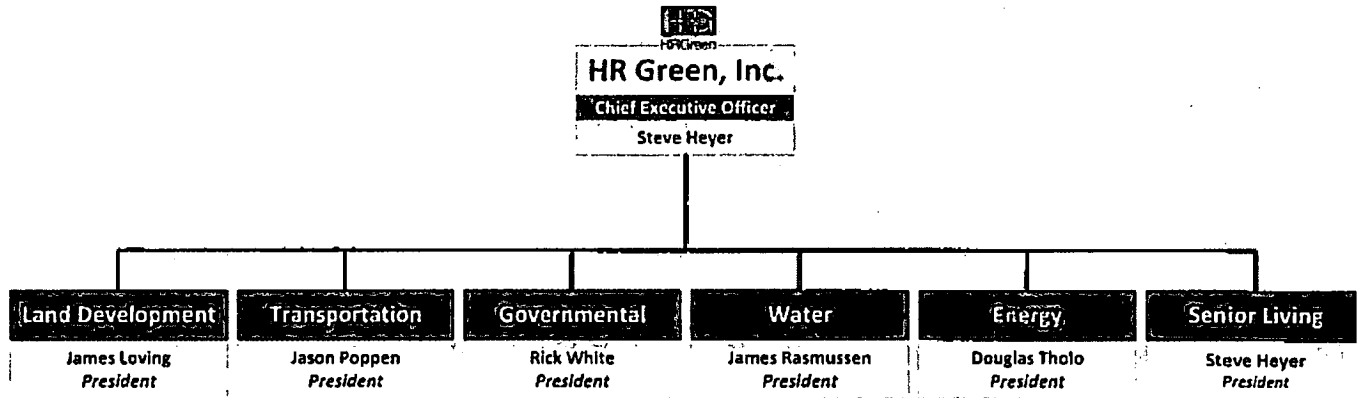


City of Laguna Hills
Building Services

General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24

Qualifications of Proposed Staff



HR Green is proposing a full range of multi-faceted staff members. Our contract-specific organization chart is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed.

Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities



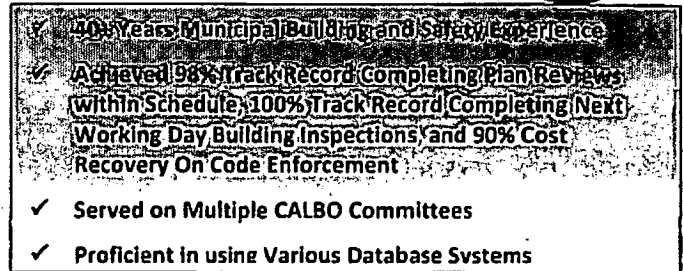
Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB



Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

Qualifications of Proposed Staff

George Wentz, PE **Principal-in-Charge**

Education / Registration
Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.



City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA. These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

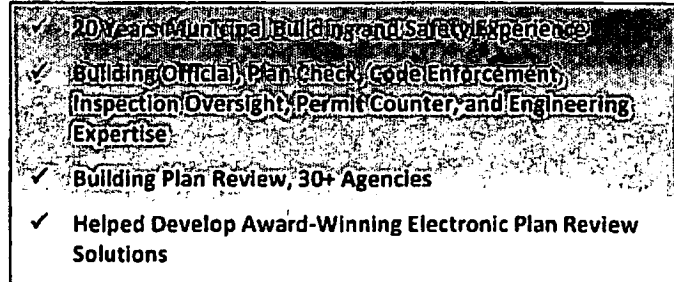
- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, Inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)

Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp Building Plan Reviewer

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)



Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.



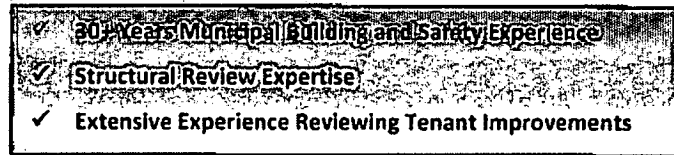
City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Dominic Ma, PE, SE **Building Plan Reviewer**

Education / Registration / Certification
Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner



Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square foot structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE **Building Plan Reviewer**

Education / Registration / Certification
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified



Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA

Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO Building Plan Reviewer

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

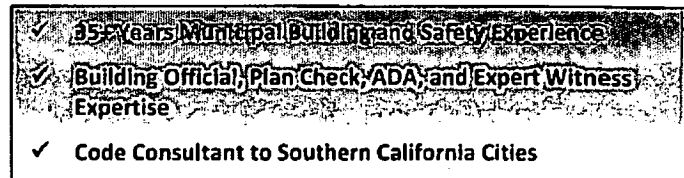
National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness



Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Lucian Gunter, RA
Building Plan Reviewer/Inspector

Education / Registration
Bachelor of Architecture
Registered Architect, CA #22358



Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.

Qualifications of Proposed Staff

Keith Clarke, CBO **Building Plan Reviewer**

Education / Certification

College Coursework

ICBO Certified Building Inspector #10335

ICBO Certified Combination Inspector #11934

ICBO Certified Accessibility Inspector #67514

ICBO Certified Spray Applied Fire Proofing Inspector #76423

AACE Certified Code Enforcement Officer #86534

AACE Certified Housing Enforcement Officer #81040

AACE Certified Zoning Enforcement Officer #78952

IFCI Certified Uniform Fire Code Inspector #60223

IFCI Certified Company Officer Fire Code Inspector # 0126960-69

Orange County Certified Reinforced Concrete Inspector #410

Orange Count Certified Masonry Inspector #410

CABO Certified Building Official #824

National Academy of Code Administration, Certified Professional Code Administrator

State Fire Marshal, Certified Fire Prevention Officer I

ICS 100 Disaster Preparedness

ICS 200 Disaster Preparedness

ICS 300 Disaster Preparedness

ICS 700 Disaster Preparedness

Licensed General Contractor #731001

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Recipient of Various Building Safety Awards

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter

Building Official of the Year, Citrus Belt Chapter

Lifetime Achievement Award, Citrus Belt Chapter

Building Department of the Year, Citrus Belt Chapter

CALBO (California Building Officials) Building Department of the Year

CALBO, Building Official of the Year

CALBO, Hall of Fame Award





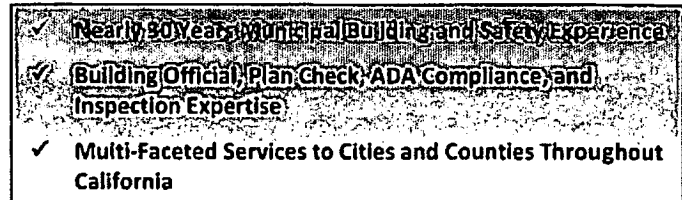
Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330



Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square foot historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check and Inspection Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant Improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park



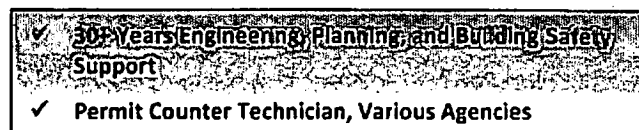
Qualifications of Proposed Staff

Becky Brewington

Permit Technician

Education

College courses in environmental planning



Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

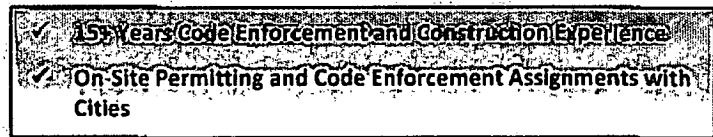
Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.



Qualifications of Proposed Staff

Frank Unpingco
Permit Technician/Code Compliance
Officer



Education / Certification
Bachelor of Arts, Corrections
PC-832 Certification

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.



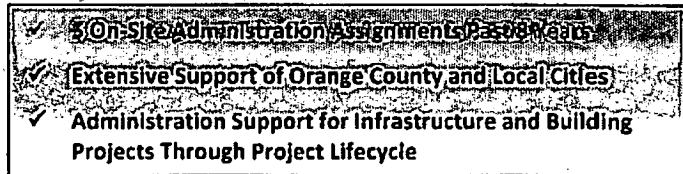
Qualifications of Proposed Staff

Stacy McCamey

Permit Technician

Education

Proficiency in Microsoft Suite of Applications and
County of Orange APPS System



Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.



Qualifications of Proposed Staff

Erroll Lawson

Building Inspector

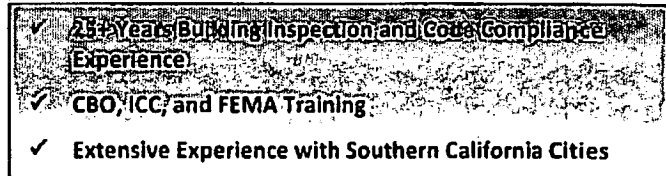
Education / Certification

California Building Official (CBO) Training

International Code Council (ICC) Seminars

FEMA certification from the Emergency Management Institution ICS-300

State of California OSHA Safety



Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations. Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ 27 Years Municipal Building and Safety Experience
- ✓ ICC-Certified Inspector
- ✓ Extensive Experience Throughout Orange County

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.

Qualifications of Proposed Staff

Bart Reis **Building Inspector**

Education / Certification

College Coursework
ICC-Certified Residential Building Inspector
B-1 General Contractor License
Rough Framing Certification

✓ 30+ Years Building Inspection and Construction Management Experience
✓ ICC-Certified Inspector

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies





Qualifications of Proposed Staff

Ron Anderson

Building Inspector

Education / Certification

College Coursework

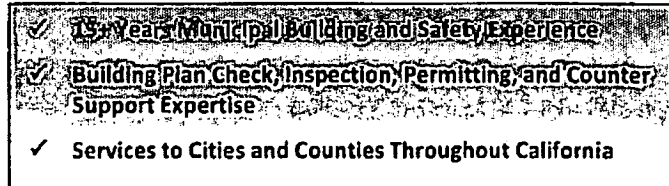
ICC Certified Building Inspector #0879433

ICC Certified Building Plans Examiner

ICC Certified Electrical Inspector

ICC Certified Mechanical Inspector

ICC Certified Plumbing Inspector



Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework
Certified in Peace Officer Standard
and Training, PC 832, Modules I, II, and III

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance, 10+ Agencies
- ✓ Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.



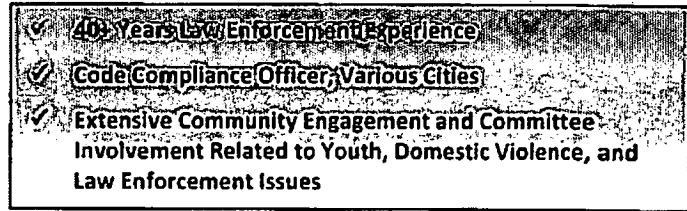
Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification



Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relations officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or ICC and CASp-certified **Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key Issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of HR Green's Alternative Service Delivery philosophy is find multi-faceted staff who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].



Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.

The plan check process we will follow will be managed through our "GreenTReX" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. HR Green has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)

Understanding of City's Needs and Approach

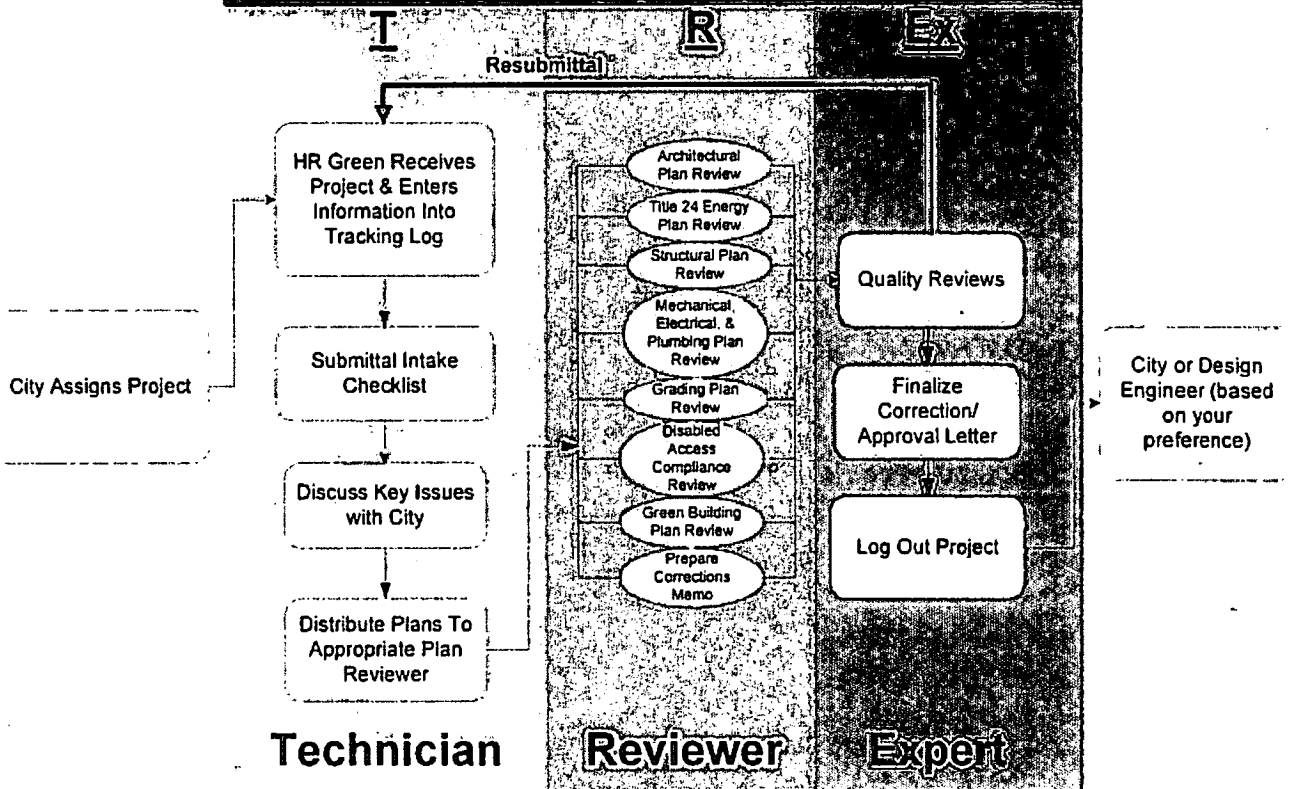


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3.5.c

Green TREX

Plan Review Process



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days



Understanding of City's Needs and Approach

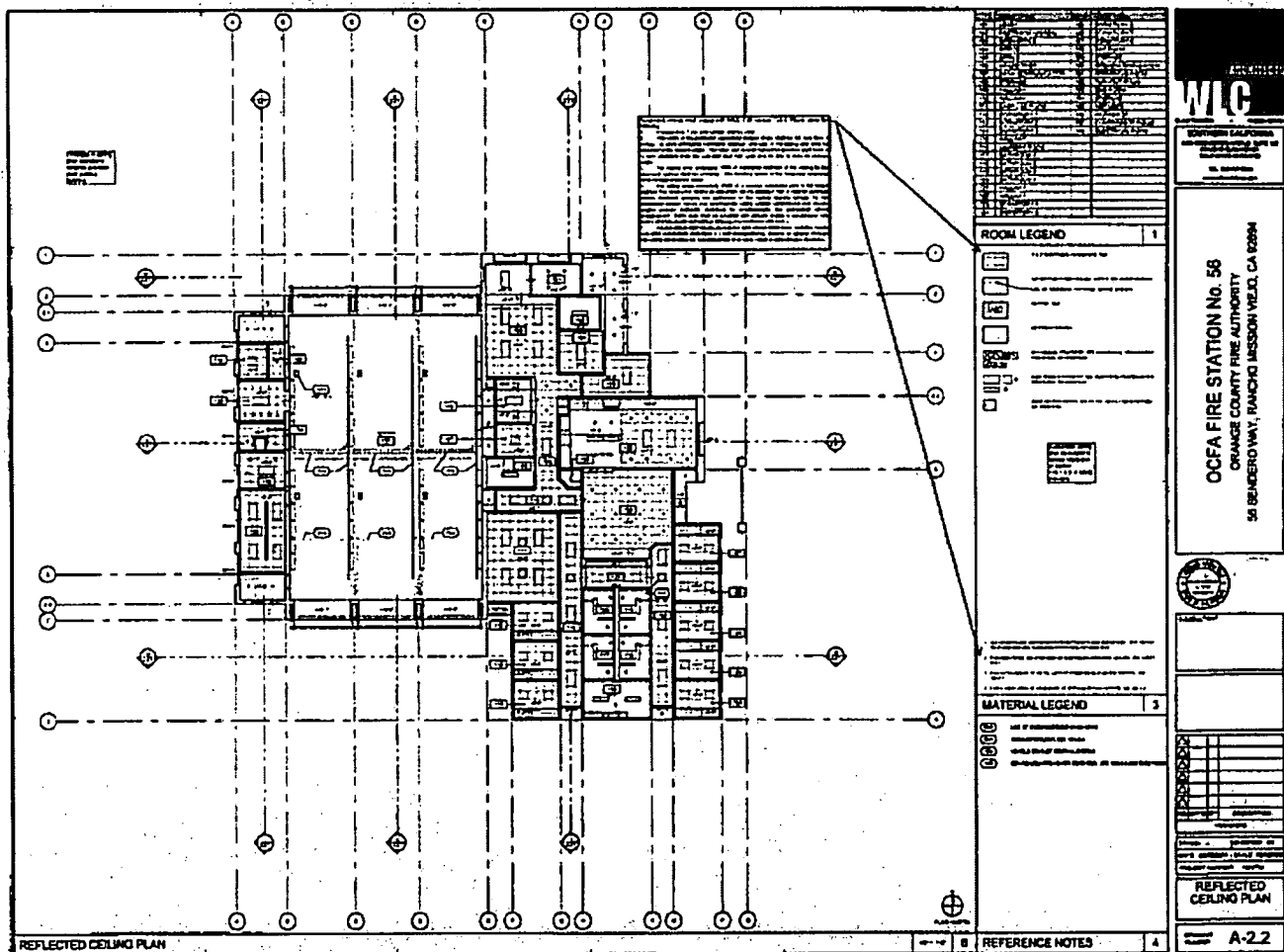
****Building & Safety Plan Check Notes:**

1. OTC = Over the Counter
2. Small additions or remodels can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

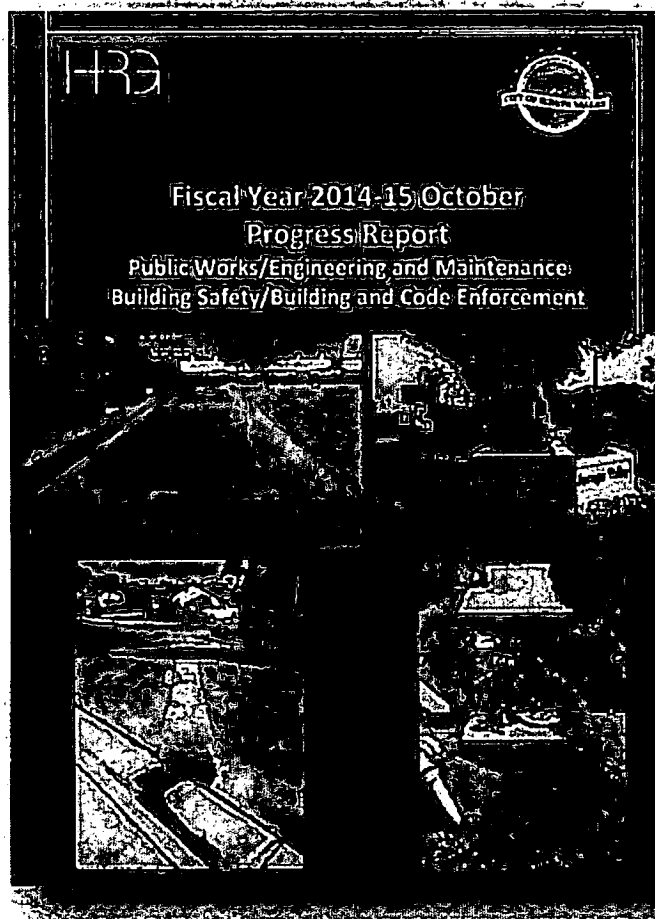
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

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



Fiscal Year 2014-15 October Progress Report

Public Works/Engineering and Maintenance
Building Safety/Building and Code Enforcement

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City of Laguna Hills
Building Services

Understanding of City's Needs and Approach



Building & Safety Department Building Division

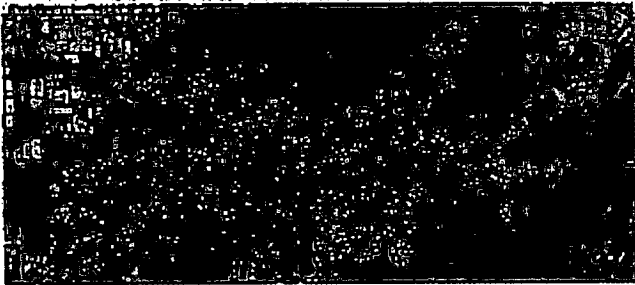
Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for redchecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 97% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Before



After (repaired)

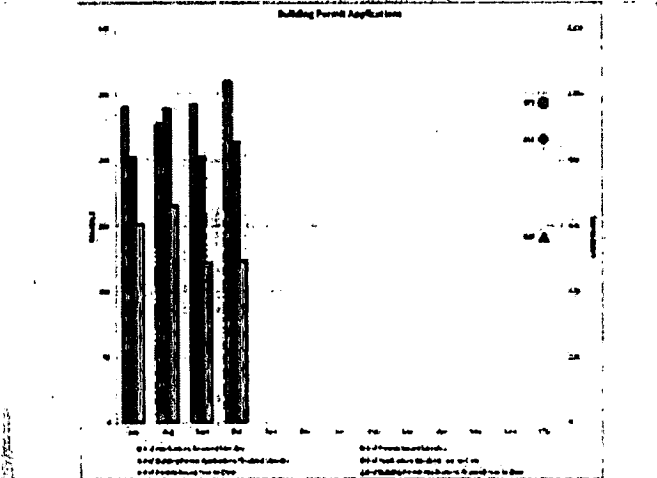
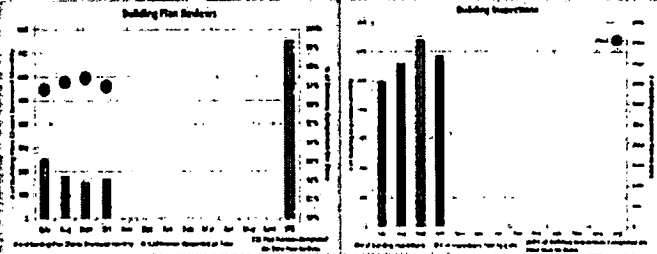


Fire-Damaged Residence

Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before



After (removed)



Before



After (vacated)



Illegal Medical Marijuana Dispensary

City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

Building & Safety Department

Code Enforcement Division

Code Inspection Locations Since July 1, 2014



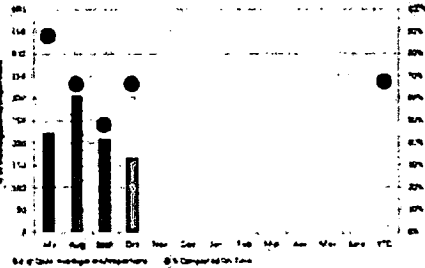
Building & Safety Department

Code Enforcement Division

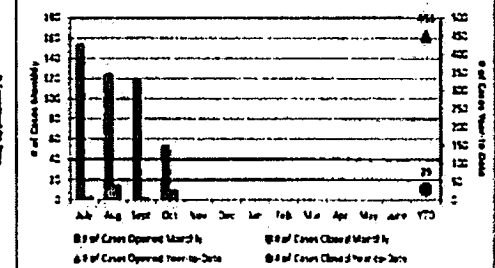
Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.

Code Investigations

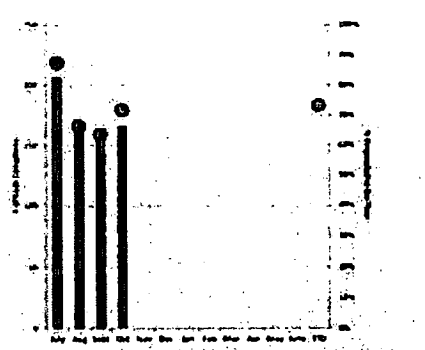


Code Enforcement Cases

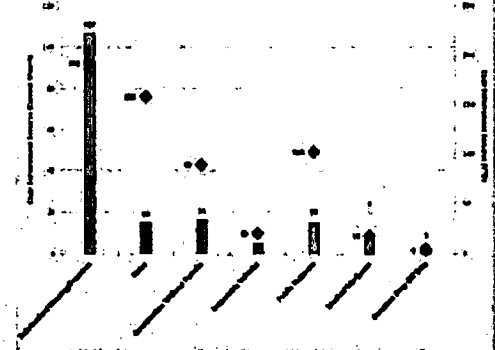


City of Jurupa Valley - Fiscal Year 2014-15 October

Code Complaints & Response



Top Code Enforcement Activities





Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our Building Safety and Alternative Service Delivery expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, Reggie Meigs, CBO, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTREx™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)





Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and policies adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CAsp-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.

Description of Proposed Services



3.11.d

3.5.c

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

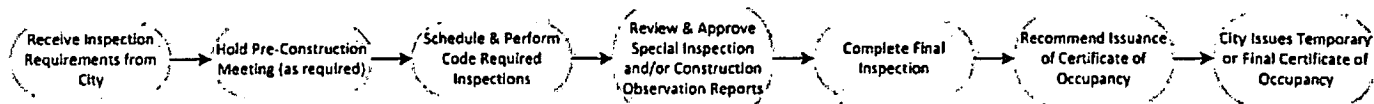
- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request

Proof of Authority



Since HR Green is a corporation, we have included formal proof of the authority of the officer, George A. Wentz, PE, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoepfner Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

Proof of Authority



3.11.d

3.5.c

Dave Moermond
Steve Sparks

Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

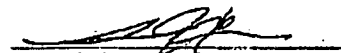
George A. Wentz

GENERAL EMPOWERING RESOLUTIONS

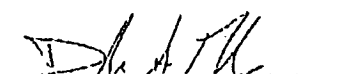
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo

Appendix – Exhibit A



3.11.d

3.5.c

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

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

None

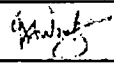
I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 25th day of May, 2013, at Orange

 , California.

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Appendix – Exhibit A



3.11.d

3.5.c

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

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

None

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

Signed this 25th day of May, 2015, at San Ramon
California, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: [Signature]

Appendix – Exhibit A

3.11.d

3.5.c

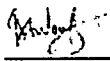


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

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

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR

Appendix – Exhibit A

3.11.d

3.5.c



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

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

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: [Signature]

Date: May 25, 2015



HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

1100 Town & Country Road, Suite 1025

Orange, California 92868



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Wentz".

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

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

City of Laguna Hills
Building Services



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.

City of Laguna Hills
Building Services



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

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

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

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

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

CITY OF LAGUNA HILLS, a California
municipal corporation

HR GREEN CALIFORNIA, INC., a California
Corporation

Bruce E. Channing,
City Manager

By: George A. Wentz
Its: Vice President

Attest:

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

HR GREEN PACIFIC, INC., a California Corporation

Approved as to form:

By: Roy F. Stephenson
Its: Vice President

Gregory E. Simonian,
City Attorney

Ken Rosenfield

From: Ken Rosenfield
Sent: Tuesday, December 19, 2017 4:37 PM
To: Stephenson, Roy; Roy Stephenson (roy.stephenson@roadn
Cc: Bruce Channing; Don White; David Chantarangsu
Subject: HR Green Reassignment

*Sandy
For your file
the*

Hi Roy,

We have concluded that the HR Green reassignment request to HR Green Pacific, Inc., a California Corp., will require an Amendment to each of your Professional Service Agreements (PSAs). HR Green has two PSAs with the City and two amendments will be prepared by the City Attorney's office. I anticipate scheduling this matter for a Consent Calendar action by the City Council soon after the first of the year. I will send you the Amendments for execution as soon as I have them.

Sincerely,

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



City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2655

1-23-18 CCatg.

NAK

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR


HRGreen
CALIFORNIA

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

Main 855.900.4742 + Fax 855.641.5877

> HRGREEN.COM

December 6, 2017

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

Dear Mr. Channing,

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

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

HR Green California, Inc.

Signature

George A. Wentz, PE
 Vice President

HR Green Pacific, Inc.

Signature

Roy F. Stephenson, PE
 Manager Local Government Services

City of Laguna Hills

Signature

Bruce Channing
 City Manager

Attachment: Professional Services Agreement - HR Green California, Inc. (2197 : Amendment to a Professional Services Agreement with HR



CITY OF LAGUNA HILLS

City Clerk

January 25, 2018

HR Green Pacific, Inc.
Mr. George A. Wentz, P.E.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

Re: Assignment and Assumption Agreement Relating to the 2015 Professional Services Agreement between the City of Laguna Hills and HR Green California, Inc., for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services

Dear Mr. Wentz:

The City Council of the City of Laguna Hills at its regular meeting held on January 23, 2018, approved the Assignment and Assumption Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services.

Enclosed is your copy of the fully executed Agreement.

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

Sincerely,

MELISSA AU-YEUNG
Assistant to the City Manager/City Clerk

Enclosures

cc: Community Development Director
Public Services Director/City Engineer

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC. FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN, PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

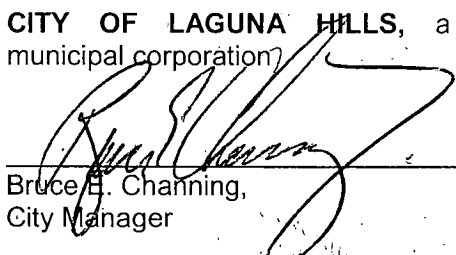
Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

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

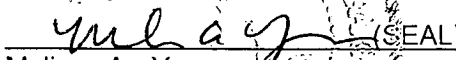
IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

CITY OF LAGUNA HILLS, a California
municipal corporation



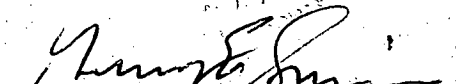
Bruce E. Channing,
City Manager

Attest:

 (SEAL)

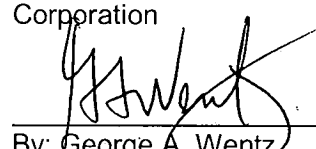
Melissa Au-Yeung,
Assistant to the City Manager/City Clerk

Approved as to form:



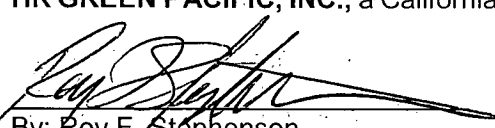
Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation



By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation



By: Roy F. Stephenson
Its: Vice President

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

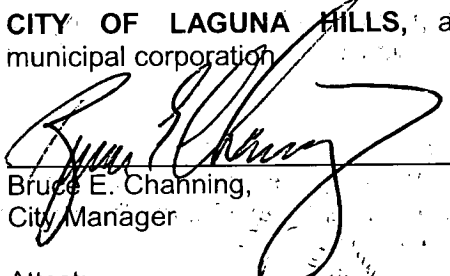
Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

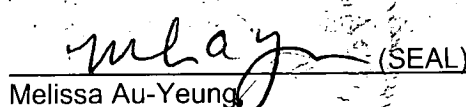
6. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

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

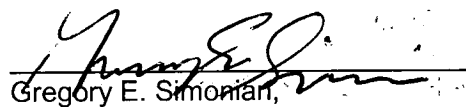
CITY OF LAGUNA HILLS, a California
municipal corporation


Bruce E. Channing,
City Manager

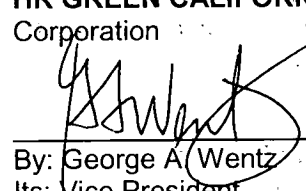
Attest:

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

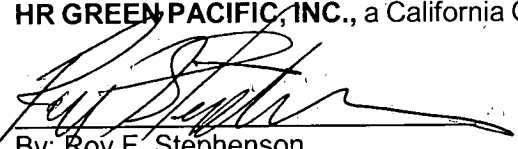
Approved as to form:


Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation


By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation


By: Roy F. Stephenson
Its: Vice President

CITY OF LAGUNA HILLS**MEMORANDUM**

DATE: May 10, 2016

TO: Bruce E. Channing, City Manager

FROM: Melissa Au-Yeung, Assistant to the City Manager

SUBJECT: Financial Disclosure for Consultants

Attached are the Financial Disclosure for Consultant forms, which has been completed for **HR Green** and **Moore Iacofano Goltsman, Inc.**

Please review the forms, complete the portion for the City Manager, and return to me.

Thank you!

Attachment

5/15/18
Please note the
current Building
Official is
Paul Armstrong
who does file
a 700 with the City

CITY OF LAGUNA HILLS

Financial Disclosure for Consultants

3.11.d

DATE: December 29, 2015
 TO: David Chantarangsu, Community Development Director
 FROM: Melissa Au-Yeung, Assistant to the City Manager
 SUBJECT: HR Green California, Inc.

Services rendered to City:

Building Services - Inspection / Plan Check / Building Official

Estimated duration of services:

Three years

Services to be completed on:

Aug. 31, 2018

Individual Consultants (Using the descriptions below to make a determination, list each individual, their title, the services rendered, and your suggested disclosure number.)

Name	Title	Services Rendered	Disclosure
Reggie Meigs	Building Official	Building Official	3
Steve Steffington	Inspector	Building Inspection	1
Don Anderson	Inspector	" "	1

Disclosure No. 1	Disclosure No. 2	Disclosure No. 3
Consultant is performing a limited and specialized function, not involving recommendations or advice. Accordingly, it is unlikely a conflict will arise. No disclosure required.	Consultant is performing a function or service which involves recommendations or advice, but there will be intervening substantive review by City staff or other City-retained consultants before submission to the City Council. Accordingly, it is unlikely a conflict will arise. No disclosure required.	Consultant is performing a general service for the City. There is a substantial likelihood that the consultant's work product will be presented to the City Council without significant revision or independent review by City staff or other City-retained consultants. As a result, consultant shall be subject to Disclosure Categories I, II, and III of the City's Conflict of Interest Code.

For City Manager Use Only (for Disclosure No. 2 & 3 only)

Disclosure Determination 1 2 3

Dated this day of 2015

[Signature]
 Bruce E. Channing, City Manager



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Resolution Amending Resolution No. 2018-06-26-2 Eliminating Cost of Living Adjustments and Increases to Pension Program for Full-Time Management Employees, and Establishing New Salary Ranges for Specified Part-Time Classifications

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending Resolution No. 2018-06-26-2 to eliminate cost of living adjustments and CalPERS employee contribution increases for full-time management employees for FY 2020/2021, and establishing new salary ranges for specified part-time job classifications."

SUMMARY:

The impact of the current COVID-19 pandemic on the economy has been swift and unprecedented. California cities face severe revenue shortfalls as a direct result of the pandemic. The impact on revenues in Laguna Hills is no exception, which staff anticipates will be roughly \$2 million under budget for Fiscal Year 2020/2021. In response to the anticipated large budget deficit, at the July 7, 2020, City Council meeting, staff identified a number of proposed budget savings in operating expenditures, including personnel costs.

The compensation and benefits for Management, Confidential, and Part-time employees are established by Resolution No. 2018-06-26-2, which was adopted by the City Council on June 26, 2018. As detailed at the July 7, 2020, City Council meeting, due to the anticipated budget shortfalls arising from the COVID-19 pandemic, staff is proposing the following amendments to Resolution No. 2018-06-26-2 for full-time

Resolution Amending Resolution No. 2018-06-26-2

August 25, 2020

Page 2

Management employees only:

- The City will defer the cost of living adjustment, scheduled to go into effect July 1, 2020, and salary ranges will remain unchanged for FY 2020/2021.

Otherwise, pursuant to Section 2, effective July 1, 2020, the City will increase salary ranges in accordance with the Consumer Price Index ("CPI") for April 2020 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, with a minimum increase of 2% and a maximum increase of 3%.

- In order to offset the impact to Management employees from the deferral of the cost of living adjustment, the City will defer increasing Management employee's normal contribution rate for CalPERS Tier 1 employees. Instead, the employees normal cost rate shall remain unchanged for FY 2020/2021 at 5.5% for Tier 1 Management employees only.
- For management employees only, staff is recommending a temporary reduction of 3.5% in the City's contribution to the supplemental retirement program. Consequently, staff proposes modifying Section 3.I.B. of Resolution No. 2018-06-26-2 to allow the City Manager to implement such change.
- Additionally, due to minimum wage increases in California that went into effect on January 1, 2020, staff is proposing new salary ranges for Community Services Leader I and Community Services Leader II classifications.

Staff recommends the City Council amend Resolution No. 2018-06-26-2 to make the following modifications for full-time Management employees only: (a) defer the cost of living adjustments, (b) freeze the employee's current PERS contribution at 5.5%, and (c) temporarily decrease the City's defined contribution to management employee's supplemental retirement account by 3.5%.

Resolution Amending Resolution No. 2018-06-26-2

August 25, 2020

Page 3

FISCAL IMPACT:

The proposed savings resulting from Management employees' deferral of the cost of living adjustments will be partially offset by freezing the contribution for Tier 1 employees for PERS at 5.5%. In combination with reducing the City's contribution to supplemental retirement program for management employees by 3.5%, the City anticipates saving approximately \$44,000 in Fiscal Year 2020/2021, as included in the City Council approved list of approved budget savings.

ATTACHMENTS:

- Proposed Resolution

RESOLUTION NO. 2020-08-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. 2018-06-26-2 TO ELIMINATE COST OF LIVING ADJUSTMENTS AND CALPERS EMPLOYEE CONTRIBUTION INCREASES FOR FULL-TIME MANAGEMENT EMPLOYEES FOR FY2020/2021, AND ESTABLISHING NEW SALARY RANGES FOR SPECIFIED PART-TIME JOB CLASSIFICATIONS

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City Council approved Resolution No. 2018-06-26-2 on June 26, 2018, which became effective on July 1, 2018; and

WHEREAS, Resolution No. 2018-06-26-2 establishes the official plan of compensation for the City for job classifications defined as management, confidential, and part-time on; and

WHEREAS, the City has and continues to implement various cost saving measures due to the unanticipated and sudden fiscal impact of the COVID-19 pandemic; and

WHEREAS, upon recommendation of the City Manager, the City Council wishes to make the following modifications for full-time management employees only: (a) eliminate the cost of living adjustment scheduled to go into effect July 1, 2020, (b) maintain the current employee contribution of 5.5% toward the City's normal cost rate of its pension program with CalPERS rather than implement the previously anticipated increase in the employee contribution rate; and (c) modify Section 3.I.B. of Resolution No. 2018-06-26-2 to allow for greater flexibility. Additionally, the City Council wishes to establish new salary ranges for specified Part-time Positions.

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

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated by reference.

SECTION 2. The following job classifications are hereby amended to establish new salary ranges:

PART-TIME POSITIONS		
Community Services Leader I	\$ 13.00	\$ 15.00
Community Services Leader II	\$ 15.00	\$ 18.00

SECTION 3. Section 2 of Resolution 2018-06-26-2, which provides that “effective July 1, 2020, the City shall further increase salary ranges in accordance with the Consumer Price Index (“CPI”) for April 2020 for the Los Angeles-Long Beach-Anaheim area of All Urban Consumers, with a minimum increase of 2% and a maximum increase of 3%.” shall not be applied to full-time management employees.

SECTION 4. Section 3.I.A of Resolution 2018-06-26-2, which provides that “effective July 1, 2020, employees shall pay 7% toward the City’s normal cost rate of its pension program with CalPERS” shall not be applied to full-time management employees. Instead, full-time management employees will maintain the current contribution rate of 5.5% toward the City’s normal cost rate with CalPERS.

SECTION 5. Section 3.I.B of Resolution No. 2018-06-26-2 is hereby amended and restated in its entirety as follows:

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 up 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.

SECTION 6. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2020, and all remaining provisions of Resolution 2018-06-26-2 shall remain in full force and effect

PASSED, APPROVED, AND ADOPTED this 25th day of August 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2020-08-25-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 25th day of August, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2171 : Resolution Amending Resolution No. 2018-06-26-2)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Withdrawal from the Orange County Housing Finance Trust

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the voluntary withdrawal of the City of Laguna Hills from the Orange County Housing Finance Trust and the Joint Exercise of Powers Agreement."

SUMMARY:

In 2019, the City of Laguna Hills joined the Orange County Housing Finance Trust ("OCHFT") – a joint powers authority between the County of Orange and numerous cities in Orange County – to provide funding for and assist the homeless population and persons and families of extremely low, very low, and low income within Orange County. As a member of the OCHFT, the City is required to share a portion of costs for operating and administering the Trust. In FY 2020/2021, the City's cost-share amounts to \$4,630.

At the July 7, 2020, City Council meeting, in response to revenue shortfalls and increased operating expenses due to the COVID-19 pandemic, the City Council directed staff to reduce operating costs across numerous projects and programs, including the removal of funding for the OCHFT in the amount of \$5,000 for FY 2020/2021. In order for the City to withdraw its membership from the OCHFT, it is required to follow certain procedures described in the Joint Exercise of Powers Agreement between the City and the County.

The Joint Exercise of Powers Agreement, in particular Section 10 (Admissions and Withdrawal of Parties) Subsection (b) (Withdrawal from OCHFT), sets forth the process

Withdrawal from the Orange County Housing Finance Trust

August 25, 2020

Page 2

and procedure for a member agency of the OCHFT to voluntarily withdraw from the OCHFT at any time. Furthermore, Section (10)(b) of the Joint Exercise of Powers Agreement provides that the parties may withdraw from the OCHFT at any time upon their governing board's adoption of a Resolution that so states the party's intent to leave OCHFT. Section (10)(b) further provides that the voluntary withdrawal of any party shall be conditioned on the withdrawing party giving written notice to OCHFT at least six months prior to the effective date of withdrawal and, unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of the OCHFT as set forth in Section 2 of the joint exercise of powers agreement.

Staff recommends that the City Council: Adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the voluntary withdrawal of the City of Laguna Hills from the Orange County Housing Finance Trust and the Joint Exercise of Powers Agreement".

BACKGROUND:

The OCHFT was formed in 2019 as a joint powers authority between the County of Orange and cities throughout Orange County for the purpose of providing funds for housing to assist the homeless population and persons and families of extremely low, very low, and low income within the County of Orange. On August 27, 2019, the City Council adopted Resolution No. 2019-08-27-5 and entered into a Joint Exercise of Powers Agreement ("Agreement") with the OCHFT, thereby becoming an official member of the OCHFT.

The Agreement describes the roles and responsibilities of the members of the OCHFT, including the financial responsibility of each member to cost-share operating and program costs. The 2019/2020 fiscal year was the OCHFT's first year of operation, and the County of Orange agreed to pay the Trusts' annual operating cost for that fiscal year. In each subsequent fiscal year, all parties to the Agreement are required to provide administrative funding according to a cost allocation formula determined and adopted by the OCHFT Board of Directors. In FY 2020/2021, the City's administrative cost contributions amount to \$4,630. To date, the City has not paid its share of administrative costs.

Since joining the OCHFT in August 2019, the City's financial position has changed dramatically. The COVID-19 pandemic has decimated the local, regional, and state

Withdrawal from the Orange County Housing Finance Trust

August 25, 2020

Page 3

economy and contributed to significant revenue shortfalls and increased operating costs for the City. Consequently, at the July 7, 2020, City Council meeting, the City Council directed staff to cut funding from numerous projects, programs, and City services, including the removal of funding for the OCHFT in the amount of \$5,000 for FY 2020/2021.

To that end, the City is required to follow certain procedures set forth in the Agreement in order to withdraw its membership. The Agreement, in particular Section 10 (Admissions and Withdrawal of Parties) Subsection (b) (Withdrawal from OCHFT), sets forth the process and procedure for a member agency of the OCHFT to voluntarily withdraw from the OCHFT at any time. Furthermore, Section (10)(b) of the Agreement provides that the parties may withdraw from the OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. Section (10)(b) further provides that the voluntary withdrawal of any party shall be conditioned on the withdrawing party giving written notice to OCHFT at least six months prior to the effective date of withdrawal and, unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of the OCHFT as set forth in Section 2 of the Agreement.

Accordingly, should the City Council authorize and direct the voluntary withdrawal of the City's membership in the OCHFT and related Agreement, the City Manager would transmit to the OCHFT a copy of the attached Resolution along with the required written notice of withdrawal of membership in the OCHFT and related Agreement.

FISCAL IMPACT:

The City budgeted \$5,000 in FY 2020/2021 to pay for administrative cost contributions related to the OCHFT. However, since the City will be voluntarily withdrawing from the Trust, it will pay a pro-rated share of administrative costs in an amount less than \$5,000.

ATTACHMENTS:

- Proposed Resolution
- Joint Exercise of Powers Agreement

RESOLUTION NO. 2020-08-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE VOLUNTARY WITHDRAWAL OF THE CITY OF LAGUNA HILLS FROM THE ORANGE COUNTY HOUSING FINANCE TRUST AND THE JOINT EXERCISE OF POWERS AGREEMENT

The City Council of the City of Laguna hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Assembly Bill 448 allowed for the creation of the Orange County Housing Finance Trust ("OCHFT"), a trust established to secure both public and private dollars and to ensure that Orange County as a region attains its share of State resources approved by California residents and the California Legislature to address housing and homelessness via the provision of more housing units, especially supportive housing; and

WHEREAS, on August 27, 2019, the City Council approved and authorized entering into a Joint Exercise of Powers Agreement with the OCHFT and became a member of the trust by City Council adoption of Resolution No. 2019-08-27-5; and

WHEREAS, the OCHFT Joint Exercise of Powers Agreement sets forth the respective roles and responsibilities of the trust and its member agencies, as well as its governance and structure; and

WHEREAS, Section 10 (Admissions and Withdrawal of Parties), Subsection (b) (Withdrawal from OCHFT) of the Joint Exercise of Powers Agreement sets forth the process and procedure for a member agency of the OCHFT to voluntarily withdraw from the OCHFT at any time; and

WHEREAS, Section (10)(b) of the Joint Exercise of Powers Agreement provides that the parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. Section 10(b) further provides that the voluntary withdrawal of any party shall be conditioned on the withdrawing party giving written notice to OCHFT at least six months prior to the effective date of withdrawal and, unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of the OCHFT as set forth in Section 2 of the Joint Exercise of Powers Agreement; and

WHEREAS, due to budgetary constraints caused by the novel COVID-19 pandemic and declared State of Emergency, the City Council now desires to voluntarily withdraw from the OCHFT and the Joint Exercise of Powers Agreement, cancel its membership in the OCHFT, and direct that the City Manager provide the required six months advance written notice of withdrawal be given to OCHFT in accordance with the procedure established in Section 10(b) of the Joint Exercise of Powers Agreement.

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

SECTION 1. The forgoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby authorizes and directs the voluntary withdrawal of the City of Laguna Hills from the Orange County Housing Finance Trust and Joint Exercise of Powers Agreement, and approves the cancellation of its membership in the Orange County Housing Finance Trust, pursuant to the procedure set forth in Section 10(b) of the Joint Exercise of Powers Agreement, a copy of which is attached hereto as Exhibit "1".

SECTION 3. The City Council hereby authorizes and directs the City Manager to transmit to the Orange County Housing Finance Trust a copy of this Resolution along with the required written notice of withdrawal of membership in the Orange County Housing Finance Trust and the Joint Exercise of Powers Agreement.

PASSED, APPROVED AND ADOPTED this 25th day of August 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2201 : Withdrawal from the Orange County Housing Finance Trust)

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2020-08-25-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 25th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2201 : Withdrawal from the Orange County Housing Finance Trust)

ORIGINAL
CLERK OF THE BOARD
ORANGE COUNTY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 24 day of March, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.

B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.

C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.

D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.

E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.

F. California Government Code section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.

H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

J. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating OCFHT as a public entity separate from the Parties to: (i) exercise Common Powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the

purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

- (1) to make and enter into contracts;
- (2) to contract for staff assistance;
- (3) to sue and be sued in its own name;
- (4) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (6) to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
- (7) to carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (9) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
- (10) to employ and compensate counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT in the accomplishment of the purposes of this Agreement;
- (11) to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by OCHFT in connection with the accomplishment of the purposes of this Agreement;
- (12) for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (14) to solicit charitable contributions from private sources;

(15) to propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) Meetings of the Board of Directors.

(1) Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

(2) Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

(3) Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors.

(4) Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

(7) Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT shall be required to file an official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the

official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of OCHFT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

(1) General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

(2) Annual Audit. The person appointed by the Board of Directors to perform the auditor function for OCHFT shall cause an annual independent audit of the accounts and records of OCHFT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

(3) Annual Financial Report. Pursuant to section 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of OCHFT as set forth in Section 2 above.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

_____, _____

Santa Ana, California _____

(b) City of _____:

Section 12. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

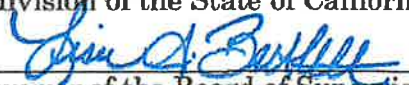
(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

Dated: _____

COUNTY OF ORANGE, a political
subdivision of the State of California

By: 
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Robm Stueler



Clerk of the Board of Supervisors
County of Orange, California

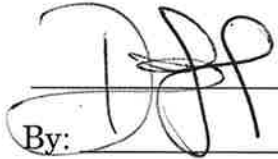
NOTICE TO COUNTY OF ORANGE
TO BE GIVEN TO:

FRANK KIM
COUNTY EXECUTIVE OFFICER
10 Civic Center Plaza
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:
LEON PAGE
COUNTY COUNSEL

By: *[Signature]*
Mark Servino, Supervising Deputy
Dated: *March 7, 2019*

CITY OF Laguna HillsDated: August 27, 2019

By: , [Mayor]
 Don Sedgwick

ATTEST:


 City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Don White
 City of Laguna Hills
 Street Address: 24035 El Toro Road
Laguna Hills, CA 92653

Phone: 949-707-2610
 Fax: 949-707-2614

APPROVED AS TO FORM:

By: _____
 City Attorney

THIS INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST (DATE): 9/26/19
 ROBIN STIELER
 CLERK OF THE BOARD

BY  DEPUTY

Attachment: Joint Exercise of Powers Agreement (2201 : Withdrawal from the Orange County Housing Finance Trust)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Chair and Agency Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for July 14, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the July 14, 2020, Regular Meeting.

ATTACHMENTS:

- 200714 PA Minutes

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

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:36 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for June 23, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 23, 2020, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency administrative reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:37 p.m. Mayor Pro Tempore Pezold was present. Mayor Heft, Council Member Gilbert, Council Member Sedgwick and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Confirmation of 2020 Weed Abatement Cost Report**

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report.

Mayor Heft opened the public hearing.

City Attorney Simonian confirmed that there were no public comments on the item.

Mayor Heft closed the public hearing.

Recommendation: That the City Council conduct a Public Hearing regarding the 2020 Weed Abatement Cost Report and adopt Resolution No. 2020-07-14-3: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2020 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

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

6. ADMINISTRATIVE REPORTS**6.1. City Manager**

The City Manager gave no administrative reports.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020

TO: Mayor and Council Members

FROM: Donald J. White
Director of Emergency Services/City Manager

ISSUE: First Reading and Introduction of an Ordinance Amending and Restating Section 2-32.060(B) of the Laguna Hills Municipal Code Regarding the Timeframe for City Council to Review the Necessity for Continuing a Local Emergency

RECOMMENDATION: That the City Council 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, California, amending and restating Section 2-32.060(B) (Director of Emergency Services - Powers and Duties) of Title 2 (Administration and Personnel) of the Laguna Hills Municipal Code regarding the timeframe for City Council to review the necessity for continuing a local emergency."

SUMMARY:

The proposed Ordinance amends the timeframe by which the City Council must review the necessity for continuing a local emergency from no less frequently than every fourteen (14) days, to no less frequently than every forty-five (45) days. This amendment complies with Government Code Section 8630(c), which requires that the City Council review the necessity for continuing a local emergency at least once every sixty (60) days.

BACKGROUND:

On March 4, 2020, the Governor proclaimed a State of Emergency relating to the spread of the infectious disease COVID-19 (the "coronavirus"). By March 13, 2020, President Donald J. Trump also proclaimed a national emergency to provide disaster funding,

Ordinance Introduction Amending and Restating Section 2-32-060(B)

August 25, 2020

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speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem.

On March 18, 2020, the City Manager, acting as the Director of Emergency Services, proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect public health, safety, and welfare within the City in response to the anticipated spread of COVID-19, at which time the City Council was not in session. Subsequently, on March 24, 2020, during a special meeting the City Council ratified the local emergency by adopting a resolution entitled "A Resolution of the City Council of the City of Laguna Hills, California, ratifying the existence of a local emergency related to the anticipated spread of the novel COVID-19 virus." To date, the City Council has reviewed and confirmed the need for continuing the local emergency no less frequently than every fourteen (14) days, in compliance with the Municipal Code.

Laguna Hills Municipal Code ("LHMC") Section 2-32.060(B) authorizes the City Manager, acting as the Director of Emergency Services, to proclaim the existence of a local emergency when the City Council is not in session, which proclamation is subject to ratification by the City Council within seven (7) days, and thereafter requires the City Council to review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is terminated. Because declaring the existence of a local emergency provides extraordinary powers to the City, Government Code Section 8630(c) requires the City Council to review the need for continuing the local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

The purpose for proclaiming the local emergency is to provide the City with greater flexibility to respond to the novel COVID-19 pandemic, apply for and obtain state and federal funding, and to receive supplemental resources to help alleviate any damages, losses, or hardships created by the pandemic. Although state law requires the City Council to review the need for continuing a local emergency at least once every sixty (60) days, LHMC Section 2-32.060(B) requires a much shorter review period of only fourteen (14) days. Not only does this shorter review period result in the City having to conduct additional and unnecessary City Council meetings, but also most California cities have implemented the maximum sixty (60) day review period in compliance with Government Code Section 8630(c). Furthermore, staff conducted a survey of cities in south Orange County and determined the review period for the majority of those agencies is much longer than fourteen (14) days. In fact, many cities in south Orange County review the need for continuing a local emergency at least once every sixty (60)

Ordinance Introduction Amending and Restating Section 2-32-060(B)

August 25, 2020

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days, at least once every thirty (30) days, or adopt a Resolution stating that the local emergency Proclamation is valid until removed.

As such, City staff recommends that LHMC Section 2-32.060(B) be amended to require the periodic review of the necessity of continuing a local emergency to occur no less frequently than every forty-five (45) days, rather than every fourteen (14) days. A forty-five (45) day review period is being recommended for the City Council's consideration as an appropriate and more reasonable middle ground between the current fourteen (14) day requirement and the maximum sixty (60) day requirement.

CEQA FINDINGS:

Public Resources Code Section 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance does not call for any change in the existing environmental conditions within the City. The proposed Ordinance merely amends the timeframe by which the City Council must review the necessity for continuing a local emergency from no less frequently than every fourteen (14) days to no less frequently than every forty-five (45) days. Accordingly, the Ordinance is not a "project" subject to CEQA. (Public Resources Code Section 21065; CEQA Guidelines Section 15378(a)).

ATTACHMENTS:

- Proposed Ordinance
- Survey of Local Emergency Proclamation Review Periods - South Orange County Cities

ORDINANCE NO. 2020-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING SECTION 2-32.060(B) (DIRECTOR OF EMERGENCY SERVICES – POWERS AND DUTIES) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING THE TIMEFRAME FOR CITY COUNCIL TO REVIEW THE NECESSITY FOR CONTINUING A LOCAL EMERGENCY.

WHEREAS, Laguna Hills Municipal Code Section 2-32.060(B) authorizes the City Manager, acting as the Director of Emergency Services, to proclaim the existence of a local emergency when the City Council is not in session, which proclamation is subject to ratification by the City Council within seven (7) days, and thereafter requires the City Council to review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is terminated; and

WHEREAS, Government Code Section 8630(c) requires the City Council to review the need for continuing the local emergency at least once every sixty (60) days until the City Council terminates the local emergency; and

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency relating to the spread of the infectious disease COVID-19 (the “coronavirus”); and

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

WHEREAS, on March 18, 2020, the City Manager, acting as the Director of Emergency Services, proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect public health, safety, and welfare within the City in response to the anticipated spread of COVID-19, at which time the City Council was not in session; and

WHEREAS, on March 24, 2020, during a special meeting the City Council ratified the existence of the local emergency by adopting Resolution No. 2020-03-24-1: "A Resolution of the City Council of the City of Laguna Hills, California, Ratifying the Existence of a Local Emergency Related to the Anticipated Spread of the Novel COVID-19 Virus;" and

WHEREAS, to date, the City Council has reviewed and confirmed the need for continuing the local emergency no less frequently than every fourteen (14) days, in compliance with Laguna Hills Municipal Code Section 2-32.060(B); and

WHEREAS, Laguna Hills Municipal Code Section 2-32.060(B)'s requirement of a fourteen (14) day review period is much shorter than the maximum allowable review period under state law; and

WHEREAS, most cities have implemented a sixty (60) day review period in compliance with Government Code Section 8630(c); and

WHEREAS, there is a need to amend Laguna Hills Municipal Code Section 2-32.060(B) to require the periodic review of the necessity of continuing a local emergency to occur no less frequently than every forty-five (45) days, rather than every fourteen (14) days; and

WHEREAS, the City Council hereby finds that a forty-five (45) day review period is an appropriate and more reasonable middle ground between the current fourteen (14) day requirement and the maximum sixty (60) day requirement in order for the City to avoid having to conduct additional and unnecessary City Council meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Code Amendment. Section 2-32.060(B) (Director of Emergency Services – Powers and Duties) of Chapter 2-32 (Disaster Relief System) of Title 2 (Administration and Personnel) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

2-32.060 Director of Emergency Services – Powers and Duties.

B. To request the City Council to proclaim the existence of a local emergency if said council is in session or to issue such proclamation if said council is not in session. Whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect. The City Council shall review the necessity for continuing the local emergency no less frequently than every forty-five (45) days until the emergency is terminated;

SECTION 3. CEQA. Public Resources Code Section 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Ordinance does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance does not call for any change in the existing environmental conditions within the City. The proposed Ordinance merely amends the timeframe by which the City Council must review the necessity for continuing a local emergency from no less

frequently than every fourteen (14) days to no less frequently than every forty-five (45) days. Accordingly, the Ordinance is not a "project" subject to CEQA. (Public Resources Code Section 21065; CEQA Guidelines Section 15378(a)).

SECTION 4. Adoption. This Ordinance shall take effect the 31st day following the adoption of this Ordinance by the City Council. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. Certification. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2020-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the ___ day of
_____ 2020, and that thereafter, said Ordinance was duly adopted and passed at
a Regular Meeting of the City Council held on the ___ day of _____ 2020, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2020-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING SECTION 2-32.060(B) (DIRECTOR OF EMERGENCY SERVICES – POWERS AND DUTIES) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING THE TIMEFRAME FOR CITY COUNCIL TO REVIEW THE NECESSITY FOR CONTINUING A LOCAL EMERGENCY

on the ____ day of _____ 2020, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ____ day of _____ 2020, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (2202 : Ordinance Introduction Amending and Restating Section 2-32-060(B))

*Proclamation of Local Emergency Review Period
A Survey of South Orange County Cities*

City	Proclamation Review Period
Laguna Beach	60-Days
Laguna Woods	60-Days
Rancho Santa Margarita	60-Days
San Clemente	60-Days
Mission Viejo	Currently set to expire on September 1, 2020.
Dana Point	30-Days
Laguna Niguel	Never Renewed; Resolution declares the Proclamation valid until removed.
Lake Forest	Never Renewed; Resolution declares the Proclamation valid until removed.
Aliso Viejo	Never Renewed; Resolution declares the Proclamation valid until removed.
San Juan Capistrano	Did not respond.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 25, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Online City Council Meetings During the COVID-19 Pandemic State of Emergency

RECOMMENDATION: That the City Council select Option 1 and continue utilizing the existing teleconference system.

SUMMARY:

At the July 28, 2020, City Council meeting, the City Council directed staff to explore the use of online meeting platforms to conduct City Council meetings online, including the utilization of software platforms such as ClickMeeting, GoToMeeting, and Zoom. In an effort to maintain the current practice of keeping the City Council chambers open for in-person, public comments, staff has identified three options for the City Council's consideration.

BACKGROUND:

At the July 28, 2020, City Council meeting, the City Council directed staff to explore the use of online meeting platforms for City Council meetings. Consequently, staff explored the possibility of utilizing various software programs to conduct City Council meetings, including Zoom, GoToMeeting, and ClickMeeting. Before discussing the various options, however, a quick review of the updated Brown Act requirements for teleconferencing and/or online-virtual City Council meetings during the COVID-19 Pandemic State of Emergency seems prudent.

Legal Assumptions

Under normal circumstances, should the City Council utilize teleconference for a public meeting, the following requirements must be met:

- Each teleconference location would have to be specifically identified in the notice and agenda of the meeting;
- Each teleconferencing location would have to be accessible to the public;
- At least a quorum would have to participate in the meeting from locations within the boundaries of the City's jurisdiction; and
- Members of the public would have to be allowed to address the City Council directly at each teleconferencing location.

However, pursuant to the Governor's Executive Order N-25-20, those requirements are temporarily suspended for the period of the emergency declaration.

Consistent with the Governor's Executive Order and within the legal parameters outlined above, staff recommends online City Council meetings be conducted in accordance with the following considerations:

1. City Councilmembers may call-in or Zoom-in to the City Council meeting remotely from their home or office, and such location does not need to be posted or accessible to the public;
2. The City must give timely notice of the meeting pursuant to the provisions of the Brown Act;
3. The City should provide at least one location within the City (e.g., the City Council Chambers) from which members of the public shall have the right to observe the meeting and to provide public comments; and
4. The City Council should provide a process by which members of the public can make public comments during the City Council meeting, such as by being allowed to speak from the podium at a microphone inside the City Council Chambers during the public comment portion of the City Council meeting or during an agenda item.

Option 1: Continue utilizing the existing teleconference system

The City is currently utilizing a teleconference system whereby Council members and staff that are unable to attend the City Council meeting in the Chambers, in person, are able to call into a teleconference bridge. The audio from the teleconference phone is picked up by the microphones in the City Council chamber and the audio is included in the streaming of the City Council meeting through the existing software. While Council members are unable to view each other, this system does allow for Council members and staff to call in and participate in the call, simultaneously allowing for the Council chamber to remain open for in-person, public participation in the meeting. This practice gives individual Council Members the option of physically attending the meeting, or calling in.

Option 2: Software upgrades to the audio-video system in Council chambers

The current audio-video system in the Council chamber was originally installed in 2005 and was subsequently upgraded from analog to digital. There are, however, existing limitations to the audio-visual system located in the City Council Chamber that should be taken into consideration, as the system was not designed to function entirely remotely. The current audio-video system in the City Council Chamber is unable to directly integrate with GoToMeeting or other online meeting platforms due to hardware and proprietary software limitations. This integration could be accomplished with an upgrade to the system hardware and software at a cost of approximately \$15,000. Generally, the upgrades would include:

- The installation of a secondary video feed from the cameras via USB, including necessary cabling;
- The installation of a secondary audio feed from the microphones via USB, including necessary cabling;
- The purchase and installation of an audio processor capable of transmitting and receiving multiple USB signals; and
- An update to the control system located in the City Council Chambers and related software programming.

These upgrades would address the limitations in the current audio-video system and allow for integration, which would result in a completely virtual meeting, with the

exception keeping the Council Chamber open for public comment.

Option 3: Conduct City Council meetings on an online meeting platform

Although it is not possible to integrate an online meeting platform with the audio-video system in its current form, the City could conduct an online City Council meeting entirely through the GoToMeeting platform or another online meeting provider while adhering to the aforementioned legal assumptions. Importantly, it should be noted that the City has an existing GoToMeeting account with the capability of conducting virtual City Council meetings. Furthermore, staff tested the functionality of other online meeting platforms, namely Zoom and ClickMeeting. While each platform has a unique user experience and slightly different features, they all share the same general function and could each be used to conduct online City Council meetings.

Given the existing limitations of the audio-video system, should the City Council wish to proceed with utilizing GoToMeeting to hold City Council meetings online, each meeting would be conducted according to the following procedures:

- **Noticing:** The City Clerk would provide appropriate notice of the meeting and an agenda. Each Council member would be given a participation link for a video conference meeting; however, the City Clerk would not have to notice those remote locations.
- **Public Comment:** The City would notice a single location that is ADA accessible where the public could observe and offer public comment, such as the City Council chambers. The City will provide a microphone-equipped laptop connected to the online video conference meeting where members of the public can make public comments during the public comment portion of the meeting or during an agendized item.
- **City Council Chambers:** The City Council Chambers would be open to members of the public to observe the online meeting on the projectors and make public comments at the podium with a microphone-equipped laptop connected to the online video conference meeting. Council members and staff would be prohibited from participating in the City Council meeting in the City Council Chambers to prevent the occurrence of audio feedback loops.

It should be noted that there are a few drawbacks to this option. Because of the location of the microphone-equipped laptop to adequately capture public comments, the

Online City Council Meetings During the COVID-19 Pandemic State of Emergency

August 25, 2020

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Deputy City Manager/City Clerk is unable to access the laptop to read the roll call for attendance and take the roll call for votes. As such, this duty would fall on the Mayor. Additionally, because the Deputy City Manager/City Clerk is recording the meeting and the actions of the City Council, an additional staff member would be required to attend the meeting to assist with the process. This would result in additional overtime costs for the City.

Conclusion:

There are several legal assumptions and audio-video system limitations that should be taken into account. Staff examined the following three options:

1. Continue utilizing the existing teleconference system
2. Software upgrades to the audio-video system in Council chambers
3. Conduct City Council meetings on an online meeting platform

Due to the current limitations in the audio-video system associated with option 2, and the complexities of option 3, staff is recommending the City Council continue utilizing the existing teleconference system.

FISCAL IMPACT:

Option 1 - Continue utilizing the existing teleconference system

As the City is currently utilizing this system, there are no additional costs associated with this option.

Option 2- Software upgrades to the audio-video system in Council chambers

Staff has received an initial proposal for the work in the amount of \$15,000. This amount is not currently included in the FY 2020/2021 budget.

Option 3 - Conduct City Council meetings on an online meeting platform

The City currently utilizes the GoToMeeting platform for various internal meetings. As such, there is no additional cost to City at this time related to the software platform. It should be noted, however, that this option would require a minimum of one additional staff member to attend City Council meetings to assist in the process, resulted in unbudgeted overtime costs. The overtime costs will vary dependent on the number and length of City Council meetings.