



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, August 22, 2017 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

**Melody Carruth, Mayor Pro Tempore
Janine Heft, Council Member**

**Dore J. Gilbert, M.D., Council Member
Barbara D. Kogerman, Council Member**

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER KOGERMAN

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

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 11, 2017, Regular Meeting

Recommendation: That the City Council approve the Minutes for the July 11, 2017, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended August 22, 2017

Recommendation: That the City Council approve the Warrant Register in the amount of \$3,180,631.25.

3.4 2017 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

Recommendation: That the City Council: (1) Receive and file the report; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing Community Assistance Funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California non-profit corporation."

3.5 Progress Payment No. 4 for Cabot Road Bioswale Project, CIP No. 410-A

Recommendation: That the City Council approve Progress Payment No. 4, in the net amount of \$114,153.49, to Wright Construction Engineering Corporation for the Cabot Road Bioswale Project, CIP No. 410-A.

3.6 21st Annual Inner-Coastal & Watershed Cleanup Day

Recommendation: That the City Council declare September 16, 2017, as Inner-Coastal Watershed Cleanup Day and encourage volunteer participation in this event.

3.7 Second Reading and Adoption of Ordinance Amending Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to Ensure Consistency with Chapter 4-28 (Massage Establishments) and Adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to Clarify the Process of Massage Establishment Operator's Permit Issuance

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to ensure consistency with Chapter 4-28 (Massage Establishments) and adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), modifying Chapter 4-28 (Massage Establishments) to clarify the process of Massage Establishment Operator's Permit Issuance."

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

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

4.3 APPROVAL OF MINUTES FOR JULY 11, 2017, REGULAR MEETING**4.3.1 Approval of Minutes for July 11, 2017, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the July 11, 2017, Regular Meeting.

4.4 ADMINISTRATIVE REPORTS**4.5 PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1 City Manager****6.2 Assistant City Manager****6.2.1 Memorandum of Understanding for Evaluation of Orange County Sheriff's Department Contract Law Enforcement Services**

Recommendation: That the City Council approve the Memorandum of Understanding between the City of Mission Viejo and the Orange County Sheriff's Department Contract Cities for the Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study and authorize the City Manager to execute the Agreement.

6.3 Deputy City Manager/Community Services**6.3.1 Request for Proposals for Recreation Facility Needs Assessment Project**

Recommendation: That the City Council approve the attached Recreation Facility Needs Assessment Request for Proposals (RFP) document and authorize City staff to initiate a procurement process for a qualified consulting firm to conduct a City-Wide Recreation Facility Needs Assessment Project.

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 12, 2017, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center on August 18, 2017, by 5:00 p.m.



City Clerk

August 18, 2017

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 22, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for July 11, 2017, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the July 11, 2017, Regular Meeting.

ATTACHMENTS:

- 170711 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, July 11, 2017**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no Closed Session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills Chamber of Commerce Presentation

Recommendation: The City Council received a presentation from Clement Pepe, President of the Laguna Hills Chamber of Commerce.

2. PUBLIC COMMENTS

3/5 MARINE SUPPORT COMMITTEE

Laura Dickson, a Laguna Hills resident, stated that the 3/5 Dark Horse Committee is a Chamber Member, requested the City's continued support for the Committee, and announced the "Team Dark Horse Ride for Valor" to be held on Sunday, July 30, 2017, at CycleBar located in Laguna Hills.

CORRESPONDENCE FROM STEPHEN WONTROBSKI

Steven Wontrobski, a Mission Viejo resident, electronically submitted correspondence which he requested be submitted as written public comment regarding the OCFA UAAL pension liability.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Pro Tempore Carruth removing Item No. 3.4:

RESULT:	APPROVED [5 TO 0]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Melody Carruth, Mayor Pro Tempore
AYES:	Don Sedgwick, Mayor; Melody Carruth, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Janine Heft, Council Member; Barbara D. Kogerman, 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 13, 2017, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 13, 2017, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended July 11, 2017

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,076,038.84.

3.5 Proposed Lease with Fay Blix, an Individual, for 24031 El Toro Road, Suite 301, Laguna Hills, California

Recommendation: That the City Council approve the lease with Fay Blix, an Individual, for 24031 El Toro Road, Suite 301, Laguna Hills, California, and authorize the City Manager to execute the Lease.

3.6 Progress Payment No. 3, Final, and Contract Change Order No. 1, for Arterial Pavement Management Project Street Rehabilitation, CIP No. 175

Recommendation: That the City Council Approve Contract Change Order No. 1 and Progress Payment No. 3, Final, in the Net Amount of \$42,535.15, to Hardy & Harper, Inc., for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 Days, if no liens have been filed.

3.7 Participation in the Countywide Public Mass Notification System - "Alert OC"

Recommendation: That the City Council approve the Memorandum of Understanding between the County of Orange and the City of Laguna Hills for use of the Countywide Emergency Public Mass Notification System, "Alert OC," and authorize the City Manager to execute the Memorandum of Understanding.

3.8 Designation of Voting Delegate for League of California Cities Annual Conference

Recommendation: That the City Council appoint Mayor Sedgwick as the Voting Delegate for the League of California Cities Annual Conference.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.4 Second Reading and Adoption of Ordinance Amending Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-30 (MXU Mixed-Use District), and 9-44 (Access and Parking) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Permit Indoor Vehicle Impound and Indoor Towing Facilities Within the Mixed-Use Zoning District

Council Member Heft stated that after consulting with the City Attorney, she will be recusing herself from participating in any decision regarding Agenda Item No. 3.4. She stated that it has come to her attention that the applicant is a former client of her company; she works in the commercial and residential real estate industry. She further stated that although the applicant is not, and has never been a source of income to her or to her real estate business, out of an abundance of caution, and upon the advice of legal counsel, she will be recusing herself from participating in any decision concerning this item.

Mayor Pro Tempore Carruth removed Item No. 3.4 from the Consent Calendar to allow for consistency as she will be voting against the Item.

Recommendation: That the City Council adopt Ordinance No. 2017-4, An Ordinance of the City of Laguna Hills, California, Adopting Zoning Text Amendment No. 12-16-3724 Amending Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-30 (MXU Mixed-Use District), and 9-44 (Access and Parking) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Permit Indoor Vehicle Impound and Indoor Towing Facilities within the Mixed-Use Zoning District.

RESULT:	APPROVED [3 TO 1]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Don Sedgwick, Mayor; Dore J. Gilbert, M.D., Council Member; Barbara D. Kogerman, Council Member
NAYS:	Mayor Pro Tempore Carruth
RECUSED:	Janine Heft, Council Member

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council meeting and acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:16 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 13, 2017, REGULAR MEETING

4.3.1 Approval of Minutes for June 13, 2017, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 13, 2017, Regular Meeting.

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

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council meeting at 7:17 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to Ensure Consistency with Chapter 4-28 (Massage Establishments) and Adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to Clarify the Process of Massage Establishment Operator's Permit Issuance

Senior Planner Wu reviewed the information provided in the Staff Report and provided a PowerPoint presentation.

Mayor Sedgwick opened the Public Hearing and upon seeing no one rise closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, updating Chapter (9-04) (Definitions) and Chapter 9-44 (Access and Parking) to ensure consistency with Chapter 4-28 (Massage Establishments) and adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to clarify the process of Massage Establishment Operator's Permit Issuance.

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

5.2 Confirmation of 2017 Weed Abatement Cost Report

Public Services Director Rosenfield reviewed the information provided in the Staff Report.

Recommendation: That the City Council conduct a Public Hearing regarding the 2017 Weed Abatement Cost Report and adopt Resolution No. 2017-07-11-1, A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2017 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcels for municipal purposes.

Mayor Sedgwick opened the Public Hearing and upon seeing no one rise closed the Public Hearing.

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

5.3 A Proposed Resolution Amending the City's Comprehensive Fee Schedule By: (1) Adjusting Certain Development Processing Fees and Other City Rates, Charges, and User Fees for Various Government Services Based on the Increase in the Consumer Price Index; and (2) Approving Adjustments that Eliminate, Reduce And/Or Modify Other User Fees and Charges.

Finance Manager Reyes reviewed the information provided in the Staff Report, provided a PowerPoint presentation, and responded to Council requests for additional information.

Mayor Sedgwick opened the Public Hearing and upon seeing no one rise closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing; and (2) Adopt Resolution No. 2017-07-11-2, A Resolution of the City Council of the City of Laguna Hills, California, amending the Comprehensive Fee Schedule by: (1) Adjusting certain development processing fees and other City rates, charges, and user fees for various government services based on the increase in the Consumer Price Index (CPI); and (2) Approving adjustments that eliminate, reduce, and/or modify other user fees and charges, and finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA) per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8).

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

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager gave no Administrative Reports.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

7.1 Letter of Support for Traffic Relief and Regional Mobility Solutions for South Orange County

Mayor Pro Tempore Carruth directed Council Members attention to the letter provided with the Staff Report, requested staff make a change to the date of the City's incorporation as stated in the letter, and asked Council Members to consider authorizing the letter to be mailed to elected officials in support of traffic relief and regional mobility solutions for South Orange County.

Recommendation: That the City Council authorize the Mayor to sign a letter of support for traffic relief and regional mobility solutions for South Orange County.

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

8. CITY COUNCIL MEMBER COMMENTS

Council Member Kogerman

Council Member Kogerman congratulated Council Member Heft on her appointment as the 5th District Representative to the ACC-OC. Council Member Kogerman also reported that the first human case of the West Nile Virus has been reported in Orange County, and recommended viewing the documentary "Mosquitoes: The Most Dangerous Animal on Earth."

Mayor Pro Tempore Carruth

Mayor Pro Tempore Carruth thanked staff for coordinating efforts with Mr. Fritz Duda on the Oakbrook development and stated that the monuments are probably the best example of how a private developer can embrace and incorporate into their own design the City's monuments.

Mayor Sedgwick

Mayor Sedgwick congratulated Deputy City Manager Reynolds and Community Services staff for their hard work on the 4th of July event.

City Manager Channing

City Manager Channing recommended that Council Members visit the Public Art located at the Oakbrook Village.

Council Member Heft

Council Member Heft stated that the 4th of July event was enjoyed by all, and congratulated Mayor Sedgwick on his speech. Council Member Heft stated that she is excited to be on ACC-OC Board of Directors and also honored to be elected to the ACC-OC Legislative Committee. She was also sworn in as an alternate for the TCA Board of Directors. Council Member Heft also reported that she is featured in the July Newsletter for the California Women's Leadership Association.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 8:03 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of August 22, 2017.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Approval of Warrant Register for Period Ended August 22, 2017

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$3,180,631.25.

ATTACHMENTS:

- Warrant Register 082217



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: August 22, 2017
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED August 22, 2017.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$3,180,631.25.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

August 22, 2017
DATE

FISCAL IMPACT:

The warrant register total is \$3,180,631.25.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 08/22/17

3.3.a

Date: 08/16/2017

Time: 10:14 am

Page:

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8813028	07/06/2017	Printed		Z-CD-0008	SOLAR CITY	Refund, Permit Fees, CR# 55092	49.9
8813029	07/06/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Jun '17	1,098.3
8813030	07/06/2017	Printed		Z-CS-0033	VU, LAN	Refund, Fac Dep, V#2004117.002	125.0
8813031	07/06/2017	Printed		Z-CS-0034	WOO, JEAN	Refund, Program, V#2004114.002	84.0
8813032	07/13/2017	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 6/04-6/17	4,029.6
8813033	07/13/2017	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure, Jun	10,812.1
8813034	07/13/2017	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Jun	379.5
8813035	07/13/2017	Printed		C-1102	CALIFORNIA BUILDINGS	Building Standard Fund, Apr-Jun	331.2
8813036	07/13/2017	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Jun	2,302.0
8813037	07/13/2017	Printed		C-1193	CALTROP CORPORATION	Professional Services, CIP#175	90,404.2
8813038	07/13/2017	Printed		C-1168	CAPITAL ONE COMMERCIAL	Costco, Program Expense, CS	46.9
8813039	07/13/2017	Printed		S-2162	CARLSEN, SANDY	Mileage Reimb., Apr - Jun '17	16.0
8813040	07/13/2017	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Supplies & Hardware	938.1
8813041	07/13/2017	Printed		C-1184	CEP AMERICA AUC PC	Pre-employment Physical, May	180.0
8813042	07/13/2017	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Jun '17	710.7
8813043	07/13/2017	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Operating Supplies, CS, Jun	32.8
8813044	07/13/2017	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jun '17	4,745.6
8813045	07/13/2017	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Jun '17	29.0
8813046	07/13/2017	Printed		D-0461	DATA TICKET, INC.	Process Fee, Park Cit, Jun '17	705.8
8813048	07/13/2017	Printed		D-0453	DEPARTMENT OF CONSERVATION	Remittance, SMIP Fee, Apr-Jun	272.9
8813049	07/13/2017	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Jun	75.0
8813050	07/13/2017	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Program	7,758.6
8813051	07/13/2017	Printed		E-0600	EWING IRRIGATION PRODUCTS, INC	Irrigation Supplies, Pub Svcs	200.6
8813052	07/13/2017	Printed		G-0847	GMU GEOTECHNICAL, INC.	Professional Services, Jun '17	615.0
8813053	07/13/2017	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Jun	158.9
8813054	07/13/2017	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	5,859.0
8813055	07/13/2017	Printed		L-1335	LA CONSULTING, INC.	Professional Svcs, Mar-Jun	3,982.0
8813056	07/13/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, Jun	1,050.0
8813057	07/13/2017	Printed		N-1485	NPC CONSTRUCTION, INC.	Annual Weed Abatement, 2017	41,536.5
8813058	07/13/2017	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	546.1
8813059	07/13/2017	Printed		P-1824	PACKET FUSION, INC.	Phone Equipment, Jun '17	898.9
8813060	07/13/2017	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Jun '17	2,212.5
8813061	07/13/2017	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing	56.6
8813062	07/13/2017	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Jun '17	277.7
8813063	07/13/2017	Printed		R-1943	RAMIREZ, CHRISTINA	Mileage Reimb., Admin, May-Jun	15.8
8813064	07/13/2017	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	1,939.2
8813065	07/13/2017	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, Jun	399.3
8813066	07/13/2017	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs, Jun	1,560.0
8813067	07/13/2017	Printed		R-1967	RUSSELL, RICHARD WYATT	Contract Inst Svcs, Tennis	57.6
8813068	07/13/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Jun '17	14,272.4
8813069	07/13/2017	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, Jun 17	42.6
8813070	07/13/2017	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Jun '17	9,949.0
8813071	07/13/2017	Printed		T-2696	TCS NETWORK CONSULTING, INC.	Computer Software, CC, Jun '17	4,942.1
8813072	07/13/2017	Printed		T-2656	TYLER TECHNOLOGIES, INC.	Energov Prof Management	262.5
8813073	07/13/2017	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, May '17	96.0
8813074	07/13/2017	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Jun '17	1,457.1
8813075	07/13/2017	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Jun '17	1,389.5
8813076	07/13/2017	Printed		W-2389	WOLFE ENGINEERING & DESIGN	Traffic Control PI & CIP # 175	8,085.0
8813077	07/13/2017	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Jun '17	904.2
8813078	07/14/2017	Printed		B-0377	BIG TOP RENTALS	Program Expense, 4th of July	3,826.2
8813079	07/14/2017	Printed		Z-CS-0035	BUENAVISTA, SHANE	Refund, Fac Dep & Rental,	300.0
8813080	07/14/2017	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer Supplies, Jul '17	132.5
8813081	07/14/2017	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, Com Ctr, Jul '17	170.62
8813082	07/14/2017	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	262.50

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8813083	07/14/2017	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	926.6
8813084	07/14/2017	Printed		Z-CS-0003	JACKSON, KRISTIN	Refund Program, V#2004133.002	330.0
8813085	07/14/2017	Printed		J-1057	JAMEY CLARK, INC.	Repairs, City Bulletin Board	460.8
8813086	07/14/2017	Printed		Z-CS-0040	MARTINEZ, VIRGINIA	Refund, Fac Dep, V#2004138.002	500.0
8813087	07/14/2017	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 6/20-7/20	82.9
8813088	07/14/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly Landscape, Jul '17	78,205.4
8813089	07/14/2017	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Jul '17	80.8
8813090	07/14/2017	Printed		C-0311	ORANGE COUNTY TREASURER	LH Share, LAFCO, FY 17/18	3,891.6
8813091	07/14/2017	Printed		Z-CS-0036	PERALTA, NORMA	Refund, Fac Dep, V#2004131.002	500.0
8813092	07/14/2017	Printed		Z-CS-0038	ROBIN HOOD MONTESSORI - PTA	Refund, Fac Dep, V#2004134.002	500.0
8813093	07/14/2017	Printed		Z-CS-0037	ROSETE, NERISSA	Refund, Fac Dep, V#2004137.002	500.0
8813094	07/14/2017	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Jul '17	1,165.8
8813095	07/14/2017	Printed		T-2698	TPX COMMUNICATIONS	Communications Expense, Jul	1,271.5
8813096	07/14/2017	Printed		U-2164	UNITED SITE SERVICES OF CA.	Program Expense, Summer Camp	142.4
8813097	07/14/2017	Printed		Z-CS-0033	VU, LAN	Refund, Fac Fee, V#2004130.002	125.0
8813098	07/14/2017	Printed		Z-CS-0039	WORCESTER, PAM	Refund, Fac Dep, V#2004139.002	25.0
8813099	07/20/2017	Printed		Z-CD-0053	ANDERSON, MIKKI	Refund, Massage Permit Fees	282.1
8813100	07/20/2017	Printed		Z-CD-0048	BEAUTY RELAX MASSAGE THERAPY	Refund, Massage Permit Fees	282.1
8813101	07/20/2017	Printed		Z-CD-0050	BIERMAN, JULIA	Refund, Massage Permit Fees	282.1
8813102	07/20/2017	Printed		Z-CD-0057	BRDESCU, ANISOARA	Refund, Massage Permit Fees	282.1
8813103	07/20/2017	Printed		Z-CD-0042	ENGELKE, LEROY	Refund, Massage Permit Fees	282.1
8813104	07/20/2017	Printed		Z-CD-0049	GAO, LIHUA	Refund, Massage Permit Fees	282.1
8813105	07/20/2017	Printed		Z-CD-0056	GREENE, CLARE	Refund, Massage Permit Fees	282.1
8813106	07/20/2017	Printed		Z-CD-0061	GUAN, LI	Refund, Massage Permit Fees	282.1
8813107	07/20/2017	Printed		Z-CD-0044	HUA ZHU, GUI	Refund, Massage Permit Fees	282.1
8813108	07/20/2017	Printed		Z-CD-0047	JUNG AND DENG COMPANY, INC.	Refund, Massage Permit Fees	282.1
8813109	07/20/2017	Printed		Z-CD-0040	KIEFF, JOHN	Refund, Massage Permit Fees	282.1
8813110	07/20/2017	Printed		Z-CD-0060	KIM, YEON	Refund, Massage Permit Fees	282.1
8813111	07/20/2017	Printed		Z-CD-0038	LIU, CIUYUN	Refund, Massage Permit Fees	282.1
8813112	07/20/2017	Printed		Z-CD-0059	LU, ZHI CHENG	Refund, Massage Permit Fees	282.1
8813113	07/20/2017	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Jun '17	19,027.6
8813114	07/20/2017	Printed		Z-CD-0039	NGUYEN, DUNG	Refund, Massage Permit Fees	282.1
8813115	07/20/2017	Printed		Z-CD-0058	NGUYEN, TIFFANY MAI	Refund, Massage Permit Fees	282.1
8813116	07/20/2017	Printed		Z-CD-0046	OLSON, PHILLIP	Refund, Massage Permit Fees	282.1
8813117	07/20/2017	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Jun '17	4,714.7
8813118	07/20/2017	Printed		Z-CD-0043	ORTEGA THERAPY DAY SPA, INC.	Refund, Massage Permit Fees	282.1
8813119	07/20/2017	Printed		Z-CD-0063	PATINO, JON	Refund, Massage Permit Fees	282.1
8813120	07/20/2017	Printed		Z-CD-0054	PHAKEESUK, VEREEYA	Refund, Massage Permit Fees	282.1
8813121	07/20/2017	Printed		Z-CD-0052	PIAO, JINGZHE	Refund, Massage Permit Fees	282.1
8813122	07/20/2017	Printed		Z-CD-0045	ROSENBAUM, BRIAN	Refund, Massage Permit Fees	282.1
8813123	07/20/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Jun '17	308.6
8813124	07/20/2017	Printed		S-1949	SMART & FINAL	Office & Program Supp. CH & CC	359.1
8813125	07/20/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Jun '17	8,847.7
8813126	07/20/2017	Printed		T-2002	TAB PRODUCTS COMPANY	Office Supplies, Gen Gov	176.9
8813127	07/20/2017	Printed		Z-CD-0051	TARJOMAN, MIKE	Refund, Massage Permit Fees	282.1
8813128	07/20/2017	Printed		Z-CD-0041	TW HOLDINGS, INC.	Refund, Massage Permit Fees	282.1
8813129	07/20/2017	Printed		Z-CD-0062	YOU, FEIYAN	Refund, Massage Permit Fees	282.1
8813130	07/20/2017	Printed		Z-CD-0055	ZHANG, GUOYING	Refund, Massage Permit Fees	282.1
8813131	07/20/2017	Printed		Z-CD-0064	ZHANG, WEIHUA	Refund, Massage Permit Fees	282.1
8813132	07/20/2017	Printed		A-0365	AT&T - CALNET 3	Traf Sig, PS, Alarm, CC	95.0
8813133	07/20/2017	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Jul	220.8
8813134	07/20/2017	Printed		C-0023	COX COMMUNICATION	T-1 Line, Traffic Control, Jul	899.2
8813135	07/20/2017	Printed		Z-CS-0042	DA JOSE, NICA	Refund, Fac Dep, V#2004149.002	250.0
8813136	07/20/2017	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Jul	126.01

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BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8813137	07/20/2017	Printed		Z-CD-0037	GARCIA, LORENA	Refund, Permit Fees	208.3
8813138	07/20/2017	Printed		Z-CS-0041	GOMEZ, REYNA	Refund, Fac Dep, V#2004153.002	500.0
8813139	07/20/2017	Printed		M-1513	MEEHAN, DANIEL	Petty Cash Replenish, Jul	100.7
8813140	07/20/2017	Printed		V-2251	VIZUAL SYMPHONY, INC.	Council Chamber Upgrade, 17/18	47,953.6
8813141	07/27/2017	Printed		A-0317	ABRAHAM, MICHAEL	Prof Consult Fees, Accutrac	7,000.0
8813142	07/27/2017	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Jun '17	16,696.2
8813143	07/27/2017	Printed		C-1002	COUNTY OF ORANGE	Animal Care, Uncollected Fees	82,361.1
8813144	07/27/2017	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Jun	2,122.9
8813146	07/27/2017	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Jun	2,307.4
8813147	07/27/2017	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Software, Gen Gov't	3,143.1
8813148	07/27/2017	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Jun '17	58,515.6
8813149	07/27/2017	Printed		C-1191	COMMUNICATIONS CHGS- LAW ENF	Communications Chgs, Apr-Jun	1,645.2
8813150	07/27/2017	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jun '17	6,808.8
8813151	07/27/2017	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Public Svcs, Jun	14,251.6
8813152	07/27/2017	Printed		H-0805	HARRINGTON GEOTECH ENGINEERING	Professional Svcs, CIP # 175	500.0
8813153	07/27/2017	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt Svs, Jun	14,649.1
8813154	07/27/2017	Printed		H-0958	HEFT, JANINE	Reimbursement, Toll Road Fees	39.0
8813155	07/27/2017	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal, Jun '17	863.7
8813156	07/27/2017	Printed		L-1205	LAUTZENHISER'S STATIONERY	Office Supplies, City Clk, Jun	311.4
8813157	07/27/2017	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Jun '17	593,540.8
8813158	07/27/2017	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Pub Svcs	5,391.4
8813159	07/27/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, Jun	17,722.5
8813160	07/27/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC & Comm Ctr, Jun	28,941.5
8813161	07/27/2017	Printed		S-2239	SOCAL OFFICE TECHNOLOGIES	Copier Usage, CC, 4/22 - 7/21	2,293.2
8813162	07/27/2017	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	320.0
8813163	07/27/2017	Printed		A-0360	ARC DOCUMENT SOLUTIONS, LLC	Printing Services, Engineering	157.7
8813164	07/27/2017	Printed		C-0412	C&D ELECTRIC, INC.	Progam Expense, 4th of July	1,339.5
8813165	07/27/2017	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Pub Svcs, KR, RH	625.0
8813166	07/27/2017	Printed		Z-CS-0043	COLE, MICHAEL	Refund, Program, V#2004147.002	48.0
8813167	07/27/2017	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer, Office&Operating Sup	867.2
8813168	07/27/2017	Printed		E-0601	ECOGREEN SOLUTIONS, INC.	Street Light Improvements	504.0
8813169	07/27/2017	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	290.5
8813170	07/27/2017	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	546.0
8813171	07/27/2017	Printed		E-0587	EMC DESIGN	City Views, Fall Issue	3,515.0
8813172	07/27/2017	Printed		G-0859	GORHAM, MARY MEG	Contract Inst Svcs., Cooking	63.0
8813173	07/27/2017	Printed		H-0959	HABASH, JOHN	Contract Inst Svcs., Dance	98.0
8813174	07/27/2017	Printed		H-0943	HENRY, LUCIA	Contract Inst Svcs, Ceramics	1,307.6
8813175	07/27/2017	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	650.0
8813176	07/27/2017	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, Com Svcs	1,133.2
8813177	07/27/2017	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Aug	2,900.0
8813178	07/27/2017	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	189.0
8813179	07/27/2017	Printed		M-1512	MCMURRAY STERN	File System Mt,8/15/17-8/14/18	560.0
8813180	07/27/2017	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 7/18-8/14	82.9
8813181	07/27/2017	Printed		M-1535	MUSIC MOVES ACADEMY, INC.	Contract Inst Svcs, Music	1,568.0
8813183	07/27/2017	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	1,057.2
8813184	07/27/2017	Printed		P-1804	PATROL ONE	Program Expense, 4th of July	1,706.2
8813185	07/27/2017	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	5,000.0
8813186	07/27/2017	Printed		R-1855	RICHARD FISHER ASSOCIATES	Professional Services, Pub Svc	2,157.1
8813187	07/27/2017	Printed		S-2212	SHARPS COMPLIANCE, INC.	Hazardous Waste Supplies, Jul	699.3
8813188	07/27/2017	Printed		S-2285	SIMONSON PHOTOGRAPHY	Professional Services, Gen Gov	161.6
8813189	07/27/2017	Printed		S-2250	SPARKLETT'S	Operating Supplies, CH, Jul 17	130.5
8813190	07/27/2017	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	738.5
8813191	07/27/2017	Printed		S-2201	SUNSET PROPERTY SERVICES	Bus Stop Graffiti Removal, Jul	428.4
8813192	07/27/2017	Printed		U-2164	UNITED SITE SERVICES OF CA.	Program Expense, 4th of July	588.43

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8813193	07/27/2017	Printed		U-2163	USA DANCE, INC., OC CHAP #4018	Contract Inst Svcs, Dance	350.0
8813194	07/27/2017	Printed		W-2441	WEST COAST MOVEMENT PROJECT,	Contract Inst Svcs., Dance	1,785.0
8813195	07/27/2017	Printed		Y-2654	YANEZ, DANIELLE	Special Event Expense, PS, Aug	240.0
8813196	07/27/2017	Printed		W-2444	WRIGHT CONSTRUCTION ENG. CORP	Progress Payment #4, CIP# 410	114,153.4
8813197	08/03/2017	Printed		A-0334	AGE WELL SENIOR SERVICES	CDBG Funds, Senior Center	60,000.0
8813198	08/03/2017	Printed		A-0331	AT&T MOBILITY	Wireless Service, Jul '17	64.0
8813199	08/03/2017	Printed		C-0023	COX COMMUNICATION	T-1 Line, WiFi & Cable, CH	530.9
8813200	08/03/2017	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Jul '17	29.0
8813201	08/03/2017	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Jul	720.2
8813202	08/03/2017	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Jul '17	663,821.0
8813203	08/03/2017	Printed		M-1513	MEEHAN, DANIEL	Petty Cash Replenish, Jul '17	106.6
8813204	08/03/2017	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Jul '17	17,858.6
8813205	08/03/2017	Printed		O-1525	OCCMA	Annual meeting expense 17/18	764.0
8813206	08/03/2017	Printed		P-1779	PUBLIC STORAGE	Storage Unit, Pub Svc, 9'17-8'18	6,036.0
8813207	08/03/2017	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Jul '17	86.7
8813208	08/03/2017	Printed		S-2287	SANTELLAN, ANGELA	Mileage Reimbursement, Jul '17	3.2
8813209	08/03/2017	Printed		Z-CD-0065	STONEFACE INC.	Refund, Pool Bond, CR# 56247	500.0
8813210	08/03/2017	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, Jul '17	1,000.0
8813211	08/03/2017	Printed		T-2698	TPX COMMUNICATIONS	Communications Expense, Aug	1,290.4
8813212	08/03/2017	Printed		U-2121	U.S. POSTAL SERVICE	Postage, City Views, Aug	2,500.0
8813213	08/10/2017	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure, Jul	10,097.6
8813214	08/10/2017	Printed		B-0430	BASICS OF SKATEBOARDING	Contract Inst Svcs, Skateboard	2,178.4
8813215	08/10/2017	Printed		B-0229	BSN SPORTS	Program Supplies, CS, Jul '17	2,072.9
8813216	08/10/2017	Printed		C-1194	CANNON, MARIA	Mileage Reimbursement, Jul '17	3.2
8813217	08/10/2017	Printed		C-1168	CAPITAL ONE COMMERCIAL	Costco, Program Expense, CS	799.8
8813218	08/10/2017	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Supplies & Hardware	581.7
8813219	08/10/2017	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Jul '17	34,314.7
8813220	08/10/2017	Printed		Z-CS-0045	CHILDS, KENDALL	Refund, Program V#2004162.002	165.0
8813221	08/10/2017	Printed		C-0324	CITY OF MISSION VIEJO	Animal Care Services, Jul-Sep	46,833.7
8813222	08/10/2017	Printed		C-1191	COMMUNICATIONS CHGS- LAW ENF	Communications Chgs, Jul-Sep	2,249.0
8813223	08/10/2017	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer, Office&Operating Sup	1,252.3
8813224	08/10/2017	Printed		C-1195	COMPUTER DEDUCTIONS, INC.	Maint, 2017 Truck, Pub Svcs	2,502.0
8813225	08/10/2017	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jul '17	4,745.8
8813226	08/10/2017	Printed		C-1188	CULVER, AURORA	Contract Inst Svcs, Theatre	1,358.0
8813227	08/10/2017	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Jul	75.0
8813228	08/10/2017	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Aug	156.0
8813229	08/10/2017	Printed		C-1190	FINGERPRINT ID (AFIS) LAW ENF.	Fingerprint ID System, Jul-Aug	2,258.0
8813230	08/10/2017	Printed		G-0859	GORHAM, MARY MEG	Contract Inst Svcs., Cooking	105.0
8813231	08/10/2017	Printed		G-0791	GORMAN, RON	Contract Inst Svcs, Guitar	277.2
8813232	08/10/2017	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	1,196.0
8813233	08/10/2017	Printed		H-0959	HABASH, JOHN	Contract Inst Svcs., Dance	6.0
8813234	08/10/2017	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Jul	162.4
8813235	08/10/2017	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,671.9
8813236	08/10/2017	Printed		Z-PS-0005	JESUS, AYALAMEDINA	Refund, Citation No LH106605	40.0
8813237	08/10/2017	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Aug '17	663,821.0
8813238	08/10/2017	Printed		Z-CS-0044	MAGANA, ANA MARIA	Refund, Fac Dep, V#2004155.002	448.0
8813239	08/10/2017	Printed		M-1581	MAGIC JUMP RENTALS ORANGE	Special Event Expense, PS, Jul	462.1
8813240	08/10/2017	Printed		M-1546	MAILFINANCE, INC.	Lease - Mailing Equip, Jun-Aug	498.1
8813241	08/10/2017	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	655.1
8813242	08/10/2017	Printed		Z-CD-0067	MOALMI, KUOMERS	Refund, Permit Fees, CR#56264	757.1
8813243	08/10/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly Landscape, Aug '17	78,205.4
8813244	08/10/2017	Printed		O-1525	OCCMA	Meeting Expense, Jul '17	52.0
8813245	08/10/2017	Printed		O-1546	OFFICE SOLUTIONS	Office Supplies, Jul - Aug '17	565.44

Attachment: Warrant Register 082217 (1358 : Approval of Warrant Register for Period Ended August 22, 2017)

Check Register Report

Warrant Register 08/22/17

3.3.a

Date: 08/10/2017

Time: 10:14 am

Page:

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8813246	08/10/2017	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Jul '17	1,221.0
8813247	08/10/2017	Printed		P-1824	PACKET FUSION, INC.	Phone Equip, Maint Agreement	1,641.0
8813248	08/10/2017	Printed		P-1828	PARSONS, ROSS	Program Expense, Umpire Fees	90.0
8813249	08/10/2017	Printed		Z-CD-0066	R & B BUILDERS, INC.	Refund, Permit Fees, CR# 54634	1,953.8
8813250	08/10/2017	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs, Jul	1,560.0
8813251	08/10/2017	Printed		R-1967	RUSSELL, RICHARD WYATT	Contract Inst Svcs, Tennis	1,446.4
8813252	08/10/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Jul '17	14,272.4
8813253	08/10/2017	Printed		S-2188	SCANNING SERVICE CORPORATION	Document Imaging Svcs, Jul-Aug	6,624.1
8813254	08/10/2017	Printed		S-2018	SKYHAWK ACADEMY	Sports Camp, Summer, CS	6,515.6
8813255	08/10/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Jul '17	3,286.6
8813256	08/10/2017	Printed		S-2250	SPARKLETT'S	Operating Supplies, CS, Jul 17	120.4
8813257	08/10/2017	Printed		S-1937	STATE CONTROLLER'S OFFICE	Audit Confirmation Fee, FY16/17	150.0
8813258	08/10/2017	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, Jul '17	676.0
8813259	08/10/2017	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Jul '17	10,294.6
8813260	08/10/2017	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Jul '17	95.8
8813261	08/10/2017	Printed		U-2164	UNITED SITE SERVICES OF CA.	Program Expense, Summer Camp	117.8
8813262	08/10/2017	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Jul '17	1,462.7
8813263	08/10/2017	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Jul '17	10,900.0
8813264	08/10/2017	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Jul	219.6
8813265	08/10/2017	Printed		W-2426	WHITE NELSON DIEHL EVANS LLP	Partial Audit Fee 16/17	5,750.0
8813266	08/10/2017	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Jul '17	897.0
8813267	08/10/2017	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, Jun	445.0
8813268	08/10/2017	Printed		C-1193	CALTROP CORPORATION	Professional Services, CIP#175	9,340.0
8813269	08/10/2017	Printed		C-1184	CEP AMERICA AUC PC	Pre-employ Physical, Jun	160.0
8813270	08/10/2017	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Inspections 5 Lagunas&CIP#410	25,229.5
8813271	08/10/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, Jun	257.5
8813272	08/10/2017	Printed		T-2656	TYLER TECHNOLOGIES, INC.	Energov Prof Management	368.7
8813273	08/10/2017	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Jun	41,889.6
				Total Checks: 243	Checks Total (excluding void checks):		3,180,631.2
				Total Payments: 243	Bank Total (excluding void checks):		3,180,631.2
				Total Payments: 243	Grand Total (excluding void checks):		3,180,631.2

Attachment: Warrant Register 082217 (1358 : Approval of Warrant Register for Period Ended August 22, 2017)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017

TO: Mayor and Council Members

FROM: Dan Meehan
Community Services Superintendent

ISSUE: 2017 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

RECOMMENDATION: That the City Council: (1) Receive and file the report; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing Community Assistance Funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California non-profit corporation."

SUMMARY:

The 19th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, honoring the USMC Dark Horse Battalion took place on Monday, May 29, 2017. Three thousand, two hundred forty-five (3,245) runners participated in the event. A number of Marines ran in the half marathon again this year which, along with the 5K and 10K, was led from the start line by Grand Marshal Hospital Corpsman Third Class Stuart Fuke. A highlight of the community expo for 2017 was the presence of Marines along with a number of static displays. Total 2017 event expenditures, including staff time, were \$191,793 and event revenues totaled \$162,652. At its November 22, 2011 meeting, the City Council selected a pledge formula of \$3 per paid 5K, 10K, and half marathon participant for the continued funding assistance to the 3rd Battalion, 5th Marines, 1st Division Support Committee (3/5 Marine Support Committee). Based on this pledge formula, \$8,838 may be provided to the 3/5 Marine Support Committee by the adoption of the attached Community Assistance Funding Resolution.

2017 Memorial Day Race Post Event Report and Resolution

August 22, 2017

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BACKGROUND:

2017 Post Race Event Report:

The 19th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K honoring the USMC Dark Horse Battalion took place on Monday, May 29, 2017. Three thousand, two hundred forty-five (3,245) participants registered for the 2017 event, with seventy percent (70%) utilizing the internet to pre-register. Approximately two hundred (200) registrations were accepted in person during the pre-registration and packet pick-up that took place at Road Runner Sports on Saturday, May 27th and Sunday, May 28th between the hours of 11:00 a.m. and 4:00 p.m. Another one hundred and ninety (190) runners registered in person on the morning of the event.

The City of Laguna Hills and South County Outreach again partnered in a food drive over the Memorial Day Weekend. Race participants and spectators were encouraged to bring canned goods and non-perishable food items to benefit South County Outreach. Collection stations were available at the race start line, in the community expo, and at Road Runner Sports during registration and pre-race packet pick-up. Approximately one hundred pounds of food were collected. In addition, a portion of the proceeds from the sales of beer garden tickets, a total of \$500, were donated to South County Outreach.

A highlight of the community expo for 2017 was the presence of the Marines from the 1st Division. At the request of the 3/5 Marine Support Committee, a number of static displays were brought to the event. The public was able to sit in the vehicles and interact with the Marines. Grand Marshal Hospital Corpsman Third Class Stuart Fuke, a wounded warrior that had served with the 3/5 Marine Battalion in Afghanistan, helped start the races at 7:00 a.m. The Color Guard from the 3/5 Marine Battalion was also on hand to present the nation's colors prior to the start of the races.

Resolution for Community Assistance:

As the City Council will recall, at its November 22, 2011 meeting, the City Council selected the option of a pledge formula based on the Memorial Day Race registration revenues for the purpose of providing future financial assistance to the 3/5 Marine Support Committee. The pledge formula approved by the City Council was \$3.00 per paid 5K, 10K, and half marathon race participant. Applying this pledge formula to the total of 2,946 paid race participants, the available community assistance funding for the 3/5 Marine Support Committee is \$8,838. Direction from the City Council at the November 22, 2011 meeting, was to also require the 3/5 Marine Support Committee to

2017 Memorial Day Race Post Event Report and Resolution

August 22, 2017

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provide a report to the City Council on the anticipated use of the funds. Attached to this staff report is a letter from the 3/5 Marine Support Committee stating its intentions on the use of the \$8,838 in community assistance.

A draft Resolution is also attached to this staff report for the City Council's consideration and approval to authorize community assistance funding in the amount of \$8,838 for the 3/5 Marine Support Committee.

FISCAL IMPACT:

The 2017 Memorial Day Race event budget for direct expenditures is \$184,000, with a budget forecast for event sponsorships and registration revenue totaling \$174,600. Provided in Table 1 are the actual direct expenses of the event at \$171,116 with the actual revenue at \$162,652. Including staff costs, the total expenses for the event were \$191,793.

Table 1: 2017 Event Expense and Revenue Summary

	Amount
(A) Event Revenue:	
Race Registrations	\$ 138,172
Sponsors	\$ 21,000
Expo Vendors	\$ 3,480
Total Revenue	\$ 162,652
(B) Event Direct Expenses:	
Permits	\$ 1,325
Advertising	\$ 2,726
Graphics	\$ 5,054
Miscellaneous (Truck rentals, Scaffolding)	\$ 14,568
Race Shirts/Awards/Bibs/Food	\$ 33,065
Services	\$ 89,174
Expo	\$ 7,562
Police Services	\$ 17,642
Total Event Direct Expenses	\$ 171,116

2017 Memorial Day Race Post Event Report and Resolution

August 22, 2017

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	Amount
(C) Direct Expenses (over)/under Revenue	\$ (8,464)
(D) Event Staff Expenses:	
Planning (pre-event)	\$ 13,170
Pre-Packet Pick-up	\$ 1,035
Event Day	\$ 6,472
Total Staff Expenses	\$ 20,677
(E) Total Event Expenses	\$ 191,793
(F) Total Event Expenses over/under Revenue	\$ (29,141)

If the City Council approves the Community Assistance Resolution, \$8,838 will be provided to the 3/5 Marine Support Committee from the City's General Fund for Community Assistance funding. As a result, the 2017 Total Event Expenses would be revised to \$200,631.

ATTACHMENTS:

- 3rd Battalion, 5th Marines, 1st Division Marine Support Committee Letter
- Resolution

**From: 3rd Battalion, 5th Marines, 1st Division Support Committee
dba Laguna Hills Team Darkhorse**

To: Laguna Hills City Council Members and Staff

Subject: Anticipated use of funds donated by the City of Laguna Hills from the Memorial Day Races on May 29, 2017

For Team Darkhorse, December 2017 will complete the seventh calendar year of operation as a 501 C 3 Corporation. Over the course of those years, our Committee, with the city's help, has provided significant support -- both materially and psychologically --- to active duty Marines, prior enlisted veterans, combat injured veterans, and Gold Star families. In the case of the veterans and Gold Star families, the City of Laguna Hills has set a Gold Standard for honoring those who sacrificed themselves, or their loved ones, for our country. Indeed, our city is known across the nation for its Memorial Day Race and tribute held each of the last 7 years. Not only do many veterans and Gold Star families travel from out of state to come run, during the course of the year we have had other Gold Star families make a point of coming to visit the city which has honored their Marine.

In addition to the benefits incurred by the Battalion due to our community support, we believe there are important civic benefits accruing to the citizens of our city when they can mingle with the military families who serve our country. While these are intangible, we are yet reminded of them often by the verbal and sometimes written feedback we receive from our community and neighbors.

Without support from the city, in the form of the race and the funds donated through the race registrations, none of this would have been possible. Each year, the city funds enable us to cover costs of administration, supplies, materials, professional fees, as well as basic support activities for the Battalion.

Over the course of these six years, our administrative costs are mostly unchanged -- any increases are due to price increases by our supplier or vendor. This year, the storage unit has increased its monthly fee to \$95.00/month from \$86.00/month.

Anticipated expenses for the coming year, listed below, are based upon prices paid this year, in the case where we have already paid, or prices estimated to be paid based upon last year's fee.

Indemnity Insurance	\$ 1,700.00
Accountant for Tax Filing	\$ 365.00
State/Federal Fees required	\$ 73.00
Storage Unit	\$1140.00

Website/ Domain Fee	\$.	328.04
Chamber of Commerce	\$	250.00
Printing/supplies (est)	\$	200.00

TOTAL ADMINISTRATIVE COSTS		\$4,056.04
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Team Darkhorse and the Marines' participation in Memorial Day and July 4th events are a significant portion of our budget each year. These costs vary depending on the numbers of Marines we sponsor for the run, and whether we have a Grand Marshal present. This year those costs were as follows:

Race Sponsorships for Active Duty, combat veterans, and Gold Star Family members cost were lower this year, due to the Battalion being deployed. \$ 638.00

"Life grant" to named combat wounded Grand Marshal
\$1500.00

Meals for Static Display Marines at both Memorial Day and July 4
\$ 100.00

Canopy rental for TDH Booth
\$100.00

Hotel Rooms on Sunday night for Grand Marshal and 3 Previous Grand Marshals who attended the race
\$ 1,039.23

TOTAL COSTS OF MEMORIAL DAY ACTIVITIES		\$3,377.23
--	--	------------

Finally, marketing costs of Team Darkhorse, which include Tee Shirts, Caps, and cost of flyers when utilized, will be kept to no more than \$1500. These items were initially a large portion of the budget (Close to \$4,000.00) when we first launched, and were used as promotional items to give to the Marines who attended city functions, those who ran in our race, and at our booth as items to give out for suggested donations. In 2016, it was decided that this is an item cost we could reduce by not giving away as many shirts and caps to the Marines. We will continue to keep those costs low, as well as recoup some of the cost at our booth on Memorial Day and July 4, when we utilize them to encourage donations.

Tee Shirts/Caps/flyers	\$1200.00
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Finally, we would like to continue our program of recognition of the Marine of Quarter (MOQ) and the Non-Commissioned Officer of the Quarter (NCOQ) with the donated handmade boxes from OC Woodworkers Association, accompanied with a \$150.00 grant check. Although the checks are received by only 8 Marines, the entire Battalion witnesses the presentation and will remember the city support, and according to the Battalion Commanding Officers, this gives them a morale boost.

MOQ and NCOQ	\$1,200.00
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GRAND TOTAL \$ 9,833.27

The exact projects and programs we support vary from year to year, and are dependent on both our fund raising success, as well as the input and guidance we receive from the Command.

Fund raising efforts cover additional costs of special projects. This year the support we provided included a baby shower for expectant moms; refreshments supplied for both the homecoming and deployments; shipping costs of computers to enlisted Marines; emergency grant for a veteran suffering a medical setback; grants for the Marines and Non Commissioned Officers of the Quarter, "Computers for veterans", and donation to the Marine Corps Ball Fund to defray costs for junior enlisted Marines and injured veterans desiring to attend.

Committee fund raising this year was limited to a "Charity Ride" at Cycle Bar. In addition to that event, we received donations from supporters who responded to our newsletters, Active.com, and Kroger's Grocery Store.

With the City's help, we look forward to another year of fulfilling the implied promise of the City's adoption of 3rd Battalion, 5th Marines.

Respectfully submitted,

Karen Robbins
President

RESOLUTION NO. 2017-08-22-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3RD BATTALION, 5TH MARINES, 1ST DIVISION SUPPORT COMMITTEE, A CALIFORNIA NON-PROFIT CORPORATION

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, at the discretion of the City Council the City may provide community assistance funding to certain community groups and nonprofit organizations that provide community service, support, and/or programming efforts intended to enhance the quality of life of the City's residents, provided the City Council finds and determines that the expenditure of such community assistance funding fulfills a public purpose and provides a direct public benefit within the City of Laguna Hills; and

WHEREAS, at the November 22, 2011, City Council meeting, the City Council directed staff to prepare an authorizing Resolution for community assistance funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California non-profit corporation, based on a \$3.00 per paid 5K, 10K, and half marathon event participant after the conclusion of each Laguna Hills Memorial Half Marathon, 10K & 5K honoring the United States Marine Corps Dark Horse Battalion event; and

WHEREAS, applying the foregoing community assistance funding formula to the total of 2,946 paid runners that participated in the 2017 Laguna Hills Memorial Half Marathon, 10K & 5K honoring the United States Marine Corps Dark Horse Battalion event brings the proposed community assistance funding total to \$8,838; and

WHEREAS, through the adoption of this Resolution, a majority of the City Council desires to make public purpose findings in order to authorize the expenditure of community assistance funding to the 3rd Battalion, 5th Marines, 1st Division Support Committee in consideration of the work and services the Support Committee provided to enhance the quality of the 2017 Laguna Hills Memorial Half Marathon, 10K & 5K honoring the United States Marine Corps Dark Horse Battalion event.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby authorizes and directs that the City provide community assistance funding in the amount of \$8,838 to the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California non-profit corporation.

SECTION 3. The City Council hereby finds and determines that the expenditure of community assistance funding in the Fiscal Year 2016/2017 Operating Budget to the 3rd Battalion, 5th Marines, 1st Division Support Committee as authorized herein fulfills a public purpose and provides a direct public benefit to the residents of the City of Laguna Hills and surrounding community.

PASSED, APPROVED, AND ADOPTED this 22nd day of August 2017.

DON SEDGWICK, 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. 2017-07-11- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 22nd day of August 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1355 : 2017 Memorial Day Race Post Event Report and Resolution)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Director of Public Services/City Engineer
ISSUE: Progress Payment No. 4 for Cabot Road Bioswale Project, CIP No. 410-A

RECOMMENDATION: That the City Council approve Progress Payment No. 4, in the net amount of \$114,153.49, to Wright Construction Engineering Corporation for the Cabot Road Bioswale Project, CIP No. 410-A.

SUMMARY:

Work on the Cabot Road Bioswale Project, CIP No. 410-A, began on December 5, 2016, and is being performed by Wright Construction Engineering Corporation. Work performed in May included rough grading and export of materials, installation of 6' high chain link fencing and gate, maintenance of landscape and irrigation systems, and Contract Change Order No. 1. The contractor has submitted the fourth progress payment request for approval.

BACKGROUND:

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

Progress Payment No. 4, for Cabot Road Bioswale Project, CIP No. 410-A
 August 22, 2017
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ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
2	Rough grading and export materials	1,120	CY	\$77.00	\$86,240.00
9	6' High chain link fence	207.70	LF	\$32.00	\$6,646.40
10	5' Wide chain link gate	0.67	LF	\$500.00	\$335.00
17	90-Day maintenance period	1	LS	\$1,650.00	\$1,650.00
CCO1	Change Order No. 1	1	LS	\$25,290.17	\$25,290.17

TOTAL TO DATE	\$360,611.46	
LESS PRIOR BILLING	\$240,449.89	
TOTAL THIS PERIOD	\$120,161.57	\$120,161.57
LESS 5% RETENTION		\$(6,008.08)
DUE		\$114,153.49

The project is currently in the landscape maintenance phase as the primary construction phase has been completed.

FISCAL IMPACT:

Due to additional Rough Grading work exceeding the anticipated quantities, the total project expenditures will exceed the 2016/2017 Fiscal Year Budget. Additional Capital Improvement Program funding to this project will be made from the Fiscal Year 2017/2018 Budget.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Director of Public Services/City Engineer
ISSUE: 21st Annual Inner-Coastal & Watershed Cleanup Day

RECOMMENDATION: That the City Council declare September 16, 2017, as Inner-Coastal Watershed Cleanup Day and encourage volunteer participation in this event.

SUMMARY:

The “Inner-Coastal & Watershed Cleanup Day,” is held in conjunction with the Annual California Coastal Cleanup Day and is scheduled this year for September 16, 2017. This event brings together residents and volunteers to increase water quality awareness and to remove trash and debris within the Aliso Creek watershed. The City of Laguna Hills staff proposes to organize volunteers and direct efforts to clean up the City Wetlands along Alicia Parkway, from Via Lomas to Laguna Court, and the Southern California Edison open space and trail behind Laguna Hills High School from Alicia Parkway to Indian Hill Lane. It is recommended that the City Council support and declare September 16, 2017, as Inner-Coastal & Watershed Cleanup Day and encourage volunteer participation in the event.

BACKGROUND:

Trash and debris in our inner-coastal waterways, including local creeks that empty into the ocean, have been determined to be contributors of litter into the Pacific Ocean. This may cause the ocean waters to be unhealthy for swimming and other water activities, and it can also be harmful to marine life. Annually, a statewide volunteer effort is organized to clean up the creeks, watersheds, and coastline. The 21st Annual Inner-Coastal & Watershed Cleanup Day is being held in conjunction with the Annual

21st Annual Inner-Coastal & Watershed Cleanup Day

August 22, 2017

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California Coastal Cleanup Day on September 16, 2017. One of the objectives of the Cleanup Day is to raise awareness of water quality issues amongst the public. It is also a great opportunity for residents to volunteer to clean up the community and preserve its beauty.

The City of Laguna Hills has regularly participated in this statewide event since 2004 in an effort to diminish litter from entering the ocean and to help clean litter from the community. City staff and volunteers will meet at the Community Center and then clean up a portion of the City Wetlands along Alicia Parkway, from Via Lomas to Laguna Court, and the Southern California Edison open space and trail behind Laguna Hills High School on September 16, 2017, from 9:00 a.m. to Noon. In 2016, 24 volunteers collected approximately 215 pounds of trash and recyclables at this event. The City of Laguna Hills' announcement of this year's Cleanup Day is attached to this report.

FISCAL IMPACT:

The City has provided a \$750 sponsorship to Trails4All in support of this event and approximately eight staff hours will be necessary to coordinate the volunteer efforts at the site location on the day of the event. Funds are available for this event in the 2017/2018 Fiscal Year Budget.

ATTACHMENTS:

- Flyer for 21st Annual Inner-Coastal Cleanup



The City of Laguna Hills

21st Annual Inner-Coastal & Watershed Cleanup Day

- What:** A day for you and your family to help clean our local creeks, watersheds & trails and preserve the beauty of our community.
- When:** Saturday, September 16, 2017 9:00 a.m. - Noon
- Where:** Laguna Hills Community Center (Meeting Location)
25555 Alicia Parkway, Laguna Hills, CA 92653
- Who:** Volunteers / Community Groups / Residents / Families



Laguna Hills Community Center

Directions: From Interstate 5, exit Alicia Parkway and turn west. Travel to Community Center Drive and turn right. Turn left into the parking lot.

★ = Meeting location. Look for the booth setup in the parking lot.

For more information please visit www.ci.laguna-hills.ca.us or contact the Public Services Department at (949) 707-2657. Individuals and groups may pre-register by email to ashah@lagunahillsca.gov.



ORANGE COUNTY STORMWATER
POLLUTION PREVENTION PROGRAM.
"THE OCEAN BEGINS AT YOUR FRONT DOOR"

Wear appropriate clothes including closed-toe shoes or hiking boots (no sandals or open toed shoes). Bring gardening or work gloves if you have them. **Remember your sunscreen and a hat!**

This event is held in conjunction with California Coastal Clean-up Day.

Come join your neighbors in helping to keep our Community beautiful!



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk

ISSUE: Second Reading and Adoption of Ordinance Amending Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to Ensure Consistency with Chapter 4-28 (Massage Establishments) and Adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to Clarify the Process of Massage Establishment Operator's Permit Issuance

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to ensure consistency with Chapter 4-28 (Massage Establishments) and adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), modifying Chapter 4-28 (Massage Establishments) to clarify the process of Massage Establishment Operator's Permit Issuance."

SUMMARY:

This Ordinance will adopt Zoning Text Amendment No. 1-17-3758, amending Chapter 9-04 (Definitions), Chapter 9-44 (Access and Parking), and Chapter 4-28 (Massage Establishments) of the Laguna Hills Municipal Code. Specifically, the proposed Ordinance would update definitions relating to massage establishments consistent with the City's massage establishment regulations, add "massage establishment" to Table 9-44.A and specify the number of parking stalls required for massage establishment use,

Second Reading and Adoption of Amendment to Chapters 9-04 and 9-44, and Chapter 4-28

August 22, 2017

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and clarify the sequencing of obtaining a Massage Establishment Operator's Permit and Certificate of Use and Occupancy Permit.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 5-0. It is in order to adopt the Ordinance.

CEQA FINDINGS:

The proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA guidelines.

ATTACHMENTS:

- Proposed Ordinance
- July 11, Introduction to Ordinance Staff Report and Attachments

ORDINANCE NO. 2017-5

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3758, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-04 (DEFINITIONS) AND CHAPTER 9-44 (ACCESS AND PARKING) TO ENSURE CONSISTENCY WITH CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) AND ADDING PARKING REQUIREMENTS FOR MASSAGE ESTABLISHMENTS, AND AN AMENDMENT TO TITLE 4 (BUSINESS REGULATIONS), MODIFYING CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) TO CLARIFY THE PROCESS OF MASSAGE ESTABLISHMENT OPERATOR'S PERMIT ISSUANCE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, Chapter 4-28 of Title 4 of the LHMC imposes permit requirements and restrictions that are reasonably necessary to protect the health, safety, and welfare of the citizens of the City and would facilitate meaningful and effective regulation of massage establishments; and

WHEREAS, On October 25, 2016, the City Council of the City of Laguna Hills, California, adopted Ordinance 2016-5 which amended and restated Chapter 4-28 of Title 4 of the LHMC in response to Senate Bill 731 and Assembly Bill 1147 regarding regulations and licensing for massage therapists and massage establishments; and

WHEREAS, This Ordinance is a City-initiated Zoning Text Amendment subject to Chapter 9-90 of the LHMC. Adoption of an Amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an Ordinance after a Public Hearing (LHMC §9-90.050 and 060); and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed Public Hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a Public Hearing held on July 11, 2017.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills, California, hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to 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. Approval of the Ordinance does not approve any development project. Approval of the Ordinance will reconcile the definitions applied to a use already permitted and existing in the City, add express parking stall requirements for that use, and ensure consistency between Title 9 (Zoning and Subdivisions) and Chapter 4.28 (Massage Establishments) of the LHMC.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition of "Massage" to read as follows:

"Massage" or "massage services" means any method of applying pressure on, causing friction against, stroking, kneading, rubbing, tapping, pounding, vibrating, acupressure, or bodywork, stimulating, compression on or movement of the external parts of the human body of another, either directly with the hands or some other body part, with or without the aid of or by means of any mechanical or electrical apparatus, hot stones, or other appliance or device, for money or any form of consideration. Massage may incorporate supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparations commonly used in this practice.

SECTION 4. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition of "Massage Establishment" to read as follows:

"Massage establishment" means any business or establishment with a fixed location within the City of Laguna Hills where any individual, firm, association, partnership, limited liability company, corporation, or combination of individuals, offers, engages in, conducts, carries on or permits to be engaged in, conducted or carried on, massage services within the city, including the business office of a sole provider who provides massage services at such business office. Any type of business or establishment at which massage services are provided shall be considered a massage establishment for purposes of this title, regardless if the business holds itself out as something other than a massage establishment and/or also offers or provides other types of products or services. Any business or establishment that offers any combination of massage services and sauna facilities, including, but not limited to, showers, baths, wet and dry

heat rooms, pools and hot tubs, shall be deemed a massage establishment under this title.

SECTION 5. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-44 (Access and Parking), Table 9-44.A, is hereby amended by adding the use "Massage Establishments" to read as follows:

Use	Required Number of Stalls
Commercial Uses—Personal Services	
Massage Establishment	3 stalls/massage station

SECTION 6. Chapter 4-28.030 (D) of Title 4 of the Laguna Hills Municipal Code is hereby amended to read as follows:

"No massage establishment may operate within the City unless: (1) the massage establishment is located and conducted within a zoning district that permits such uses; and (2) a Certificate of Use and Occupancy Permit ("COUO") has been issued by the city for the massage establishment, and all applicable COUO fees, established by resolution of City Council, have been paid."

SECTION 7. This Ordinance shall take effect on September 22, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 8. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 9. 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 10. 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 22nd day of August 2017.

DON SEDGWICK, 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. 2017-5 was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 11th day of July 2017, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 22nd day of August 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

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. 2017-5, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3758, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-04 (DEFINITIONS) AND CHAPTER 9-44 (ACCESS AND PARKING) TO ENSURE CONSISTENCY WITH CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) AND ADDING PARKING REQUIREMENTS FOR MASSAGE ESTABLISHMENTS, AND AN AMENDMENT TO TITLE 4 (BUSINESS REGULATIONS), MODIFYING CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) TO CLARIFY THE PROCESS OF MASSAGE ESTABLISHMENT OPERATOR'S PERMIT ISSUANCE.

on the 21st day of July 2017, was published in summary in the Saddleback Valley News, and on the 1st day of September 2017, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 14th day of July 2017, and the 30th day of August 2017, 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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 11, 2017

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to Ensure Consistency with Chapter 4-28 (Massage Establishments) and Adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to Clarify the Process of Massage Establishment Operator's Permit Issuance

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, updating Chapter (9-04) (Definitions) and Chapter 9-44 (Access and Parking) to ensure consistency with Chapter 4-28 (Massage Establishments) and adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to clarify the process of Massage Establishment Operator's Permit Issuance.

SUMMARY:

In October 2016, the City amended its massage establishment regulations contained in Title 4 (Business Regulations) of the Laguna Hills Municipal Code (LHMC). Minor

revisions to the Laguna Hills Development Code (Zoning Code) found in Title 9 of the LPMC are needed to achieve consistency with the updated massage regulations. Other miscellaneous changes are recommended to add parking requirements for massage establishment uses, and to clarify the process for issuance of a Massage Establishment Operator's Permit. Therefore, a Zoning Text Amendment (ZTA) is proposed to revise Section 9-04.130 ("M" definitions) to update definitions relating to massage establishments consistent with the City's massage establishment regulations, to add "massage establishment" to Table 9-44.A (Number of Parking Stalls Required) and specify the number of parking stalls required for a massage establishment use, and to modify Section 4-28.030 (State Certification and Operator's Permit required) to clarify the sequencing of obtaining a Massage Establishment Operator's Permit and Certificate of Use and Occupancy Permit.

AUTHORITY:

Adoption of an amendment to the LPMC is a legislative act of the City Council subject to consideration and approval of an Ordinance after a Public Hearing (LPMC §9-90.050 and 060).

BACKGROUND:

In October 2016, the City Council adopted Ordinance 2016-5 amending and restating Chapter 4-28 (Massage Establishments) of the LPMC to update the City's massage regulations in accordance with changes in State law. The Ordinance required all existing and new massage establishments to obtain a City Massage Establishment Operator's Permit and imposed reasonable operational standards for massage establishments concerning facilities, operations, and prohibited conduct.

The Zoning Code has not been revised in conformance with the updated massage establishment regulations. Staff is bringing forward the proposed ZTA to align the provisions of the Zoning Code with the newly adopted Chapter 4-28 Massage Establishment Regulations. The proposed changes to the Zoning Code achieve consistency with Chapter 4-28 by revising Section 9-04.130 definitions of "massage" and "massage establishment" and modifying Table 9-44.A to specify the number of parking stalls required for a massage establishment use.

Additionally, the proposed ZTA will revise Section 4-28.030 to clarify that a Massage Establishment Operator's Permit may be issued prior to the issuance of a Certificate of Use and Occupancy Permit; however, no massage establishment may operate within the

City unless and until a Certificate of Use and Occupancy Permit has been issued by the City for the massage establishment, and all applicable fees have been paid.

PROPOSAL:

The proposed changes, which are identified in Attachment 1, can be summarized as follows:

- A. Chapter 9-04, Section 9-04.130 ("M" Definitions)
 - Replicate the Chapter 4-28 definitions of "Massage" and "Massage Establishment." The definitions would read:
 - "Massage" or "massage services" means any method of applying pressure on, causing friction against, stroking, kneading, rubbing, tapping, pounding, vibrating, acupressure, or bodywork, stimulating, compression on or movement of the external parts of the human body of another, either directly with the hands or some other body part, with or without the aid of or by means of any mechanical or electrical apparatus, hot stones, or other appliance or device, for money or any form of consideration. Massage may incorporate supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparations commonly used in this practice.
 - "Massage establishment" means any business or establishment with a fixed location within the City of Laguna Hills where any individual, firm, association, partnership, limited liability company, corporation, or combination of individuals, offers, engages in, conducts, carries on, or permits to be engaged in, conducted or carried on, massage services within the City, including the business office of a sole provider who provides massage services at such business office. Any type of business or establishment at which massage services are provided shall be considered a massage establishment for purposes of this title, regardless if the business holds itself out as something other than a massage establishment and/or also offers or provides other types of products or services. Any business or establishment that offers any combination of massage services and sauna facilities including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage establishment under this title.

B. Chapter 9-44, Table 9-44.A (Parking Stalls Required)

- Add "Massage Establishment"
- Add a parking ratio of 3 stalls/massage station

The proposed 3 stalls per station is currently the ratio established for "Beauty/nail salon." Staff has historically applied this ratio to massage establishments due to the similar nature of the uses.

C. Chapter 4-28, Section 4-28.030 (State certification and Operator's Permit required)

- Replace "No operator's permit shall be issued to a person pursuant to this chapter unless..." with "No massage establishment may operate within the City unless..."
- Correct a typo in the code section

CONCLUSION:

The proposed Ordinance is intended to: (1) Align the provisions of Title 9 with the recently-adopted Massage Establishments Ordinance; (2) Clarify the parking standard for massage establishment uses; and (3) Clarify that a Massage Establishment Operator's Permit may be issued prior to the issuance of a Certificate of Use and Occupancy Permit; however, no massage establishment may operate within the City unless and until a Certificate of Use and Occupancy Permit has been issued by the City for the massage establishment, and all applicable fees have been paid, all necessary in maintaining a consistent and effective Municipal Code. Thus, staff is recommending approval of the proposed Ordinance.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, 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. Approval of the proposed Ordinance would not approve any development project. Approval of the proposed Ordinance would reconcile the definitions applied to a use already permitted and existing in the City, add express parking stall requirements for that use, and ensure consistency between the Zoning Code and Chapter 4.28 (Massage Establishments) of the LHMC.

ZTA No. 1-17-3758 - Minor Revisions to the City's Masage Regulations
July 11, 2017
Page 5

ATTACHMENTS:

- 2 ZTA 1-17-3758 ATTACH 1 SUMMARY
- 3 ZTA 1-17-3758 ATTACH 2 ORDINANCE

Zoning Text Amendment No. 1-17-3758: Summary of Changes

A. Chapter 9-04 (Definitions)

“Massage” or “massage services” means any method of ~~treating the external parts of the body for remedial, hygienic, relation or any other reason or purpose, whether by means of applying~~ pressure on, causing friction against ~~or~~, stroking, kneading, rubbing, tapping, pounding, vibrating, ~~rubbing, or other manner~~ acupressure, or bodywork, stimulating, compression on or movement of the external parts of the human body of ~~touching external parts of the body another, either directly~~ with the hands, or some other body part, with or without the aid of or by means of any mechanical or electrical apparatus, hot stones, or other appliance ~~with or without or device, for money or any form of consideration~~. Massage may incorporate supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparations commonly used in this practice.

“Massage establishment” means any business ~~conducted~~ or establishment with a fixed location within the city of Laguna Hills where any ~~person~~ individual, firm, association, partnership, limited liability company, corporation, or combination of individuals offers, engages in, conducts, carries on or permits to be engaged in, conducted or carried on ~~for money or any massage services within the city, including the business office of a sole provider who provides massage services at such business office. Any type of business or establishment at which massage services are provided shall be considered a massage establishment for purposes of this chapter, regardless if the business holds itself out as something other consideration, administer~~ than a massage establishment and/or also offers or provides other types of products or services. Any business or establishment that offers any combination of massage services and sauna facilities, including, but not limited to another person a massage, bath, or health treatment involving massages or, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage establishment under this chapter.

B. Chapter 9-44 (Access and Parking)

Use	Required Number of Stalls
Commercial Uses—Personal Services	
<u>Massage Establishment</u>	<u>3 stalls/massage station</u>

C. Chapter 4-28.030 (State certification and operator’s permit required)

~~No operator’s permit shall be issued to a person pursuant to this chapter~~ No massage establishment may operate within the city unless: (1) the massage establishment is located and conducted within a zoning district that permits such uses; and (2) a certificate of use and occupancy permit (“COUO”) has been issued ~~for the~~ by the city for the massage establishment, and all applicable COUO fees, established by resolution of City Council, have been paid.

ORDINANCE NO. 2017-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3758, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-04 (DEFINITIONS) AND CHAPTER 9-44 (ACCESS AND PARKING) TO ENSURE CONSISTENCY WITH CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) AND ADDING PARKING REQUIREMENTS FOR MASSAGE ESTABLISHMENTS, AND AN AMENDMENT TO TITLE 4 (BUSINESS REGULATIONS), MODIFYING CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) TO CLARIFY THE PROCESS OF MASSAGE ESTABLISHMENT OPERATOR'S PERMIT ISSUANCE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, Chapter 4-28 of Title 4 of the LHMC imposes permit requirements and restrictions that are reasonably necessary to protect the health, safety, and welfare of the citizens of the City and would facilitate meaningful and effective regulation of massage establishments; and

WHEREAS, On October 25, 2016, the City Council of the City of Laguna Hills, California, adopted Ordinance 2016-5 which amended and restated Chapter 4-28 of Title 4 of the LHMC in response to Senate Bill 731 and Assembly Bill 1147 regarding regulations and licensing for massage therapists and massage establishments; and

WHEREAS, This Ordinance is a City-initiated Zoning Text Amendment subject to Chapter 9-90 of the LHMC. Adoption of an Amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an Ordinance after a Public Hearing (LHMC §9-90.050 and 060); and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed Public Hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a Public Hearing held on July 11, 2017.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills, California, hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to 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. Approval of the Ordinance does not approve any development project. Approval of the Ordinance will reconcile the definitions applied to a use already permitted and existing in the City, add express parking stall requirements for that use, and ensure consistency between Title 9 (Zoning and Subdivisions) and Chapter 4.28 (Massage Establishments) of the LHMC.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition of "Massage" to read as follows:

"Massage" or "massage services" means any method of applying pressure on, causing friction against, stroking, kneading, rubbing, tapping, pounding, vibrating, acupressure, or bodywork, stimulating, compression on or movement of the external parts of the human body of another, either directly with the hands or some other body part, with or without the aid of or by means of any mechanical or electrical apparatus, hot stones, or other appliance or device, for money or any form of consideration. Massage may incorporate supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparations commonly used in this practice.

SECTION 4. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.130 ("M" Definitions), is hereby amended by revising the definition of "Massage Establishment" to read as follows:

"Massage establishment" means any business or establishment with a fixed location within the City of Laguna Hills where any individual, firm, association, partnership, limited liability company, corporation, or combination of individuals, offers, engages in, conducts, carries on or permits to be engaged in, conducted or carried on, massage services within the city, including the business office of a sole provider who provides massage services at such business office. Any type of business or establishment at which massage services are provided shall be considered a massage establishment for purposes of this title, regardless if the business holds itself out as something other than a massage establishment and/or also offers or provides other types of products or services. Any business or establishment that offers any combination of massage services and sauna facilities, including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage establishment under this title.

SECTION 5. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-44 (Access and Parking), Table 9-44.A, is hereby amended by adding the use "Massage Establishments" to read as follows:

Use	Required Number of Stalls
Commercial Uses—Personal Services	
Massage Establishment	3 stalls/massage station

SECTION 6. Chapter 4-28.030 (D) of Title 4 of the Laguna Hills Municipal Code is hereby amended to read as follows:

"No massage establishment may operate within the City unless: (1) the massage establishment is located and conducted within a zoning district that permits such uses; and (2) a Certificate of Use and Occupancy Permit ("COUO") has been issued by the city for the massage establishment, and all applicable COUO fees, established by resolution of City Council, have been paid."

SECTION 7. This Ordinance shall take effect on _____, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 8. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 9. 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 10. 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 _____ 2017.

DON SEDGWICK, 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. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2017, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

AFFIDAVIT OF POSTING

CITY OF LAGUNA HILLS)

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. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 1-17-3758, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-04 (DEFINITIONS) AND CHAPTER 9-44 (ACCESS AND PARKING) TO ENSURE CONSISTENCY WITH CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) AND ADDING PARKING REQUIREMENTS FOR MASSAGE ESTABLISHMENTS, AND AN AMENDMENT TO TITLE 4 (BUSINESS REGULATIONS), MODIFYING CHAPTER 4-28 (MASSAGE ESTABLISHMENTS) TO CLARIFY THE PROCESS OF MASSAGE ESTABLISHMENT OPERATOR'S PERMIT ISSUANCE.

on the _____ day of _____ 2017, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2017, 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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017
TO: Chair and Agency Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for July 11, 2017, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the July 11, 2017, Regular Meeting.

ATTACHMENTS:

- PA Minutes 071117

Mayor Pro Tempore Carruth removed Item No. 3.4 from the Consent Calendar to allow for consistency as she will be voting against the Item.

Recommendation: That the City Council adopt Ordinance No. 2017-4, An Ordinance of the City of Laguna Hills, California, Adopting Zoning Text Amendment No. 12-16-3724 Amending Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-30 (MXU Mixed-Use District), and 9-44 (Access and Parking) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Permit Indoor Vehicle Impound and Indoor Towing Facilities within the Mixed-Use Zoning District.

RESULT:	APPROVED [3 TO 1]
MOVER:	Barbara D. Kogerman, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Don Sedgwick, Mayor; Dore J. Gilbert, M.D., Council Member; Barbara D. Kogerman, Council Member
NAYS:	Mayor Pro Tempore Carruth
RECUSED:	Janine Heft, Council Member

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council meeting and acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:16 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 13, 2017, REGULAR MEETING

4.3.1 Approval of Minutes for June 13, 2017, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 13, 2017, Regular Meeting.

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

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council meeting at 7:17 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zoning Text Amendment No. 1-17-3758, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-04 (Definitions) and Chapter 9-44 (Access and Parking) to Ensure Consistency with Chapter 4-28 (Massage Establishments) and Adding Parking Requirements for Massage Establishments, and an Amendment to Title 4 (Business Regulations), Modifying Chapter 4-28 (Massage Establishments) to Clarify the Process of Massage Establishment Operator's Permit Issuance

Senior Planner Wuu reviewed the information provided in the Staff Report and provided a PowerPoint presentation.

Mayor Sedgwick opened the Public Hearing and upon seeing no one rise closed the Public Hearing.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk

ISSUE: Memorandum of Understanding for Evaluation of Orange County Sheriff's Department Contract Law Enforcement Services

RECOMMENDATION: That the City Council approve the Memorandum of Understanding between the City of Mission Viejo and the Orange County Sheriff's Department Contract Cities for the Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study and authorize the City Manager to execute the Agreement.

SUMMARY:

The City of Laguna Hills has contracted with the Orange County Sheriff's Department (OCSD) since incorporation. The City is one of thirteen Orange County cities that contract with OCSD for law enforcement services. Although there have been no performance issues, and the City has been satisfied with the services rendered by OCSD, the law enforcement services contract has consistently outpaced inflation and required a greater share of the City's General Fund expenditures. Due to the mounting fiscal pressures, the thirteen OCSD contract cities have collectively decided to conduct a cost and efficiency evaluation of the law enforcement services contract so as to ensure its long-term sustainability. To achieve this objective, the cities have prepared a Memorandum of Understanding (MOU). Based on the City's pro-rata portion, the City's share of the cost for the evaluation is \$14,682, or 4.89% of total project costs. Staff is recommending the City Council approve the MOU and authorize the City Manager to execute the Agreement.

MOU for Evaluation of OCSD Contract Law Enforcement Services

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BACKGROUND:

The City of Laguna Hills has provided police services for general law enforcement and traffic enforcement under an Agreement with OCSD since incorporation.

A total of thirteen Orange County cities contract with OCSD for law enforcement services (Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, Villa Park, and Yorba Linda). With the exception of the number and classifications of the direct positions purchased by each individual city, the terms of the respective agreements and the cost assumptions; methodologies and allocation of indirect costs; regional/shared staff; and other applicable costs are, for the most part, uniformly applied to each contract city. While the City has enjoyed a successful contract relationship with OCSD, fiscal pressures require the City to perform a review of the cost assumptions, methodologies, allocation of indirect costs, current delivery models, and alternative service delivery models relative to the contract.

In Fiscal Year (FY) 2017/2018, the OCSD law enforcement services contract is \$7,985,817, which represents approximately 39% of the City's General Fund expenditures. Since FY 2008/2009, the contract has consistently outpaced the rate of inflation, resulting in the following averages over a 10-, 5-, and 3-year period:

	<u>Actual Contract % Increase</u>
10-Year Average	2.32%
5-Year Average	3.86%
3-Year Average	3.99%

These increases would have been significantly higher had the City not implemented a number of staffing and contract adjustments. These adjustments include the deletion of two deputy positions in FY 2009/2010, and in FY 2015/2016 the contract equity adjustments among Laguna Hills, Laguna Woods, and Aliso Viejo, as well as the reduction of one motorcycle deputy position that same year.

In order to adequately assess the impact, staff conducted an analysis of the OCSD law enforcement services contract by adding back in the cost of the various contract

MOU for Evaluation of OCSD Contract Law Enforcement Services

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adjustments made over the past ten years. Had staffing adjustments not been made to the contract, the following table shows the City's OCSD law enforcement services contract costs from FY 2008/2009.

		Actual	Annual	Contract Cost	
	Actual Contract	% Change	Adjustments	Adjustments Added	% Change
2008-09	6,533,476		207,877	6,741,353	
2009-10	6,391,470	-2.17%	603,519	6,994,989	3.76%
2010-11	6,457,708	1.04%	629,718	7,087,426	1.32%
2011-12	6,540,385	1.28%	639,588	7,179,972	1.31%
2012-13	6,633,168	1.42%	645,464	7,278,631	1.37%
2013-14	6,811,407	2.69%	666,003	7,477,409	2.73%
2014-15	7,128,344	4.65%	657,417	7,785,760	4.12%
2015-16	6,928,991	-2.80%	1,341,900	8,270,888	6.23%
2016-17	7,628,880	10.10%	1,438,754	9,067,631	9.63%
2017-18	7,985,817	4.68%	1,492,921	9,478,736	4.53%
Totals:	69,039,646		8,323,150	77,362,796	
10-year Average:		2.32%			3.89%
5-year Average:		3.86%			5.45%
3-year Average:		3.99%			6.80%
Total 10 years Savings:			8,323,150		

As shown in the table, had the City not made any adjustments to the OCSD law enforcement services contract, the contract increases would be much higher, with a 10-year average of 3.89%, a 5-year average of 5.45%, and a 3-year average of 6.8%. As a result of the staffing adjustments made by the City over the last ten years, the City has saved a total of \$8,323,150 in the law enforcement contract costs. In order to provide a context for comparison, the City's Unrestricted General Fund Balance for FY 2017/2018 is anticipated to be \$7,849,641. While the City continues to exhaust its options for making substantive staffing adjustments to the law enforcement services contract, the City has reached the point where the majority of available cost-savings measures have either already been or are in the process of currently being implemented.

As indicated above, in spite of the City's past contract staffing adjustments to mitigate the cost increases, the cost for law enforcement services continues to account for a

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greater percentage of the City's General Fund expenditures and, should the increases continue at the current rate, may impact the City's ability to provide other essential services to residents. Left unchecked, in five years, using the 5-year average without contract staffing cost adjustments, the law enforcement services contract could exceed \$10.4 million and represent over 46% of the City's operating budget.

After adjusting for inflation, and taking into account the contract adjustments discussed above, the City's law enforcement services contract is still 14% higher than it was ten years ago. Over that same period, the City's total General Fund expenditures are just 2% higher. This has been achieved by major cuts to the City's operating budget including a 16% reduction in the City's full-time personnel. After excluding the law enforcement services contract, which represents the main driver of increases to the City's overall budget, General Fund expenditures are 5% lower than they were in FY 2008/2009.

With that in mind, and in recognition of the fact that public safety and the provision of law enforcement services represent one of the primary roles of local government, the thirteen contract cities have come to the conclusion that it is timely and appropriate to evaluate the current agreement model, including assumptions and methodologies, and explore options and efficiencies to ensure the long-term sustainability of the OCSD law enforcement services contract.

To that end, the thirteen contract cities are proposing to collectively hire an independent third party to review and analyze the existing contract service model, cost assumptions, and methodologies and allocations of costs so as to identify possible opportunities to stabilize costs through modifications to the agreement or a regional service delivery model. To achieve that end, the cities have prepared an MOU, with the City of Mission Viejo assuming the role as the lead agency, in soliciting the Request for Proposals (RFP) and administering the related consultant contract. Additionally, the contract cities anticipate collectively hiring a contract project manager to oversee the contract work. The draft Scope of Work for the project can be found in Exhibit A to the attached MOU.

All thirteen cities are to have the MOU approved and executed by September 26, 2017. It is estimated that the project will be completed in the latter part of 2018. The initial estimate to complete the project is \$300,000. Costs will be allocated proportionately based upon percentage of population among the contract cities (Exhibit B of the MOU). Proposed cost increases will be brought back to the contract cities' staff for discussion. Based on the City's pro-rata portion, the City's share of the cost for the evaluation is

MOU for Evaluation of OCSD Contract Law Enforcement Services

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\$14,682, or 4.89% of total project costs. This amount will be due and payable to Mission Viejo by September 22, 2017. Staff recommends the City Council approve the MOU and authorize the City Manager to execute the Agreement.

FISCAL IMPACT:

As detailed in Exhibit B of the MOU, the City's pro-rata cost for the study is \$14,682.08. This amount is based on a total estimated cost of \$300,000 for the study. To the extent the final cost of the study varies from the estimated cost, the City's pro-rata portion will change accordingly. However, because the City's pro-rata portion represents 4.89% of the total study costs, any increase or decrease in the City's total share is anticipated to be minimal.

ATTACHMENTS:

- Memorandum of Understanding including Exhibits A & B

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF MISSION VIEJO

AND

**THE CITIES OF ALISO VIEJO, DANA POINT, LAGUNA HILLS, LAGUNA NIGUEL,
LAGUNA WOODS, LAKE FOREST, RANCHO SANTA MARGARITA,
SAN CLEMENTE, SAN JUAN CAPISTRANO, STANTON,
VILLA PARK, AND YORBA LINDA**

FOR

**THE ORANGE COUNTY SHERIFF-CORONER DEPARTMENT'S CONTRACT LAW
ENFORCEMENT COST AND EFFICIENCY STUDY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referenced as "MOU") is effective and enforceable this _____ day of _____, 2017, by and between the CITY OF MISSION VIEJO, ("MISSION VIEJO") and the CITIES OF ALISO VIEJO, DANA POINT, LAGUNA HILLS, LAGUNA NIGUEL, LAGUNA WOODS, LAKE FOREST, RANCHO SANTA MARGARITA, SAN CLEMENTE, SAN JUAN CAPISTRANO, STANTON, VILLA PARK, AND YORBA LINDA, all of which are general law cities and municipal corporations organized and existing under the laws of the State of California (the "CITIES"). The foregoing CITIES may each hereinafter also be referred to singularly as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties individually contract with the Orange County Sheriff's Department (the "Sheriff") for law enforcement services pursuant to individual, annual contracts (the "Agreements") ; and

WHEREAS, with the exception of the number and classification of direct positions purchased, the terms of the Agreements and the cost assumptions, methodologies and allocations of indirect costs, regional/shared staffing, and other cost/revenues are generally applied to each Party's individual law enforcement service Agreement with the Sheriff; and

WHEREAS, the Parties acknowledge that over the last ten fiscal years, costs charged by the Sheriff have increased on average by 33%, with approximately 26% of the increase occurring in the last five years; and

WHEREAS, the Parties acknowledge that most changes to cost are not within the Parties control, but are within the control of several County of Orange entities: the Orange County Board of Supervisors, the Sheriff, other County agencies, and the Orange County Employees Retirement System; and

WHEREAS, the Parties have concluded, based on facts, that the cost of the Sheriff's Agreement is becoming a greater percentage of the Parties General Fund budgets and threatens the provision of other vital municipal services; and

WHEREAS, the Parties recognize that the provision of law enforcement services and overall public safety is a primary role of local government and agree that it is in the best interests of the Parties and the Sheriff to explore options and efficiencies that will ensure the long-term sustainability of the Sheriff's individual and aggregate contract law enforcement services; and

WHEREAS, the Parties further recognize the need to have an independent third party review and analyze the existing Agreements model, cost assumptions,

methodologies and allocations, and cost-benefit of certain programs and law enforcement strategies; and

WHEREAS, the Parties have expressed an interest to collaborate on retaining the services of a qualified professional consulting firm or combination of firms to evaluate the Agreements, analyze alternative service delivery models within the Agreements, review cost assumptions, methodologies and allocations, and determine the cost-benefit of certain programs and prepare a final report with recommendations (hereinafter collectively referred to as the "PROJECT"); and

WHEREAS, the Parties have agreed to mutually and proportionally share in the costs of the PROJECT; and

WHEREAS, the Parties wish to enter into this MOU for the purpose of formalizing the agreement to carry out the PROJECT by and between the Parties; and

WHEREAS, each Party hereby commits that it shall designate a responsible individual(s) to act as the lead for the respective Party and that each Party shall further commit to attend regular meetings as agreed to by the majority of the Parties and to diligently and actively participate and cooperate with each and every other Party in order to facilitate the timely completion of the PROJECT.

NOW, THEREFORE, in light of the joint and mutual consideration by and from each Party, and to accomplish the intent of the Parties, the Parties enter into this MOU with respect to the matters set forth herein as follows:

AGREEMENT

1. **Cooperation.** The Parties agree to cooperate and coordinate to the extent practicable in the performance of the work required for the PROJECT.

Furthermore, the Parties agree that each will cooperate and coordinate with the other in all duties, obligations, and activities covered by this MOU. Further, the Parties agree to work diligently together and in good faith, using their reasonable best efforts in the performance of this MOU.

2. Designated Personnel. In order to ensure prompt and continued cooperation and coordination between the Parties, the Parties agree to each designate, identify and authorize a responsible individual to act on behalf of and as the lead for the Party and to perform any administrative tasks needed as part of this MOU. Each Party shall designate its City Manager, or the City Manager's designee, as the responsible individual. The intent of the Parties is that the responsible individual shall possess the relevant experience and authority to address the various issues that may arise during the term of this MOU. Notwithstanding Section 3 below, all communications relating to this MOU or the PROJECT shall be exchanged between the designated individuals for each Party.

3. Term. This MOU shall continue in full force and effect through December 31, 2018, unless terminated earlier by mutual written consent of all of the Parties. Termination shall not occur by action of a Party, or the Parties, until all payments due or costs encumbered have been paid in full. The term of this MOU may only be extended upon mutual written agreement of the Parties.

4. Contract Law Enforcement Services Evaluation. The Parties agree that the most efficient way to accomplish the goals and objectives of this MOU and to explore various options and recommendations to improve efficiencies and control costs is to retain the services of a qualified professional consulting firm or combination of

firms, who are to conduct a comprehensive Contract Law Enforcement Services Evaluation.

- A. As the lead agency, MISSION VIEJO will conduct a formal competitive Request for Proposal (RFP) process and contract with a qualified professional consulting firm or firms to undertake and complete the PROJECT. A copy of the draft Scope of Work to be included in MISSION VIEJO's RFP for the PROJECT is attached hereto as Exhibit A. The CITIES will assist MISSION VIEJO in the selection process.
- B. As the lead agency, MISSION VIEJO will, on a cost shared by the Parties, retain a consultant to act as PROJECT MANAGER to coordinate the RFP process, oversee the work of the professional firm or firms retained by MISSION VIEJO to undertake and complete the PROJECT and to coordinate the activities and efforts of the Parties pertaining to the PROJECT, including scheduling, data management and meeting arrangement.
- C. The Parties will share mutually and proportionally in the cost of the PROJECT and the PROJECT MANAGER. Exhibit B to this MOU shows a Cost Allocation Summary for each of the Parties based on an initial budget of \$300,000. In the event PROJECT costs are determined to exceed the initial budget of \$300,000, the Parties will meet and confer to discuss the anticipated cost of the PROJECT.

5. Initial Payment. The Parties agree to have the MOU approved no later than September 26, 2017. Upon final approval, the CITIES agree to send executed copies of the MOU to MISSION VIEJO together with an initial payment equal to each Parties pro-rata cost share shown in Exhibit B.

6. Final True-up. Upon final completion of the PROJECT, MISSION VIEJO will provide a final accounting of all PROJECT and PROJECT MANAGER expenditures (hereinafter, "COSTS") to the CITIES. "Final completion" shall mean that the majority of the Parties deem the PROJECT complete. MISSION VIEJO shall submit a reasonably detailed accounting of all COSTS incurred by the PROJECT, including the PROJECT MANAGER, to the Parties after final completion. If the total COSTS exceed the initial PROJECT budget of \$300,000, MISSION VIEJO will invoice each Party for their pro-rata share of the excess COSTS, pursuant to the Cost Allocation Summary in Exhibit B. CITIES agree to pay MISSION VIEJO in full on or before sixty (60) calendar days of receipt of said invoice. If final COSTS are less than the initial budget of \$300,000, MISSION VIEJO will refund each Party their pro-rata share of the budget savings pursuant to the Cost Allocation Summary in Exhibit B. MISSION VIEJO agrees to issue said refunds on or before sixty (60) calendar days after calculation of such overage by MISSION VIEJO.

7. Applicable Laws. This MOU shall be governed by and construed according to all applicable federal, state and local laws, statutes, rules, regulations, and ordinances. The Parties warrant that in the performance of this MOU, each shall comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances promulgated thereunder.

8. Complete Agreement. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between the Parties and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this MOU shall not affect the validity of any other term(s) or condition(s).

9. Amendments. This MOU may only be modified or amended in writing by agreement of the Parties. All modifications, amendments, changes, and revisions of this MOU, in whole or in part, and from time to time, shall be executed by each Party and shall be binding upon all Parties.

10. Counterparts. This MOU may be executed in one or more counterparts, all counterparts shall be valid and binding on the party executing them, and all counterparts shall together constitute one and the same document for all purposes.

11. Effective Date. The above understandings shall serve as a guide to the intent and expectations of the parties involved in this MOU. This MOU shall be effective upon execution of all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the date first above written.

MISSION VIEJO:**CITY OF MISSION VIEJO**

By: _____
Dennis Wilberg
City Manager

ATTEST:

By: _____
Karen Hamman
City Clerk

APPROVED AS TO FORM:

William P. Curley, City Attorney

CITIES:**CITY OF ALISO VIEJO**

By: _____
David Doyle
City Manager

ATTEST:

By: _____
Mitzi Ortiz
City Clerk

APPROVED AS TO FORM:

Scott C. Smith, City Attorney

CITY OF DANA POINT

By: _____
 Mark Denny
 City Manager

ATTEST:

By: _____
 Kathy Ward
 City Clerk

APPROVED AS TO FORM:

 Patrick Munoz, City Attorney

CITY OF LAGUNA NIGUEL

By: _____
 Stephen Erlandson
 Interim City Manager

ATTEST:

By: _____
 Eileen Gomez
 City Clerk

APPROVED AS TO FORM:

 Terry Dixon, City Attorney

CITY OF LAGUNA HILLS

By: _____
 Bruce E. Channing
 City Manager

ATTEST:

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

APPROVED AS TO FORM:

 Gregory E. Simonian, City Attorney

CITY OF LAGUNA WOODS

By: _____
 Christopher Macon
 City Manager

ATTEST:

By: _____
 Yolie Trippy
 Deputy City Clerk

APPROVED AS TO FORM:

 David Cosgrove, City Attorney

CITY OF LAKE FOREST

By: _____
Debra Rose
City Manager

ATTEST:

By: _____
Stephanie Smith
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson, City Attorney

CITY OF SAN CLEMENTE

By: _____
James Makshanoff
City Manager

ATTEST:

By: _____
Joanne Baade
City Clerk

APPROVED AS TO FORM:

Scott Smith, City Attorney

CITY OF RANCHO SANTA MARGARITA

By: _____
Jennifer M. Cervantez
City Manager

ATTEST:

By: _____
Amy Diaz
City Clerk

APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

CITY OF SAN JUAN CAPISTRANO

By: _____
Benjamin Siegel
City Manager

ATTEST:

By: _____
Maria Morris
City Clerk

APPROVED AS TO FORM:

Jeff Ballinger, City Attorney

CITY OF STANTON

By: _____
 James A. Box
 City Manager

ATTEST:

By: _____
 Patricia A. Vazquez
 City Clerk

APPROVED AS TO FORM:

 Matthew E. Richardson, City Attorney

CITY OF VILLA PARK

By: _____
 Steve Franks
 City Manager

ATTEST:

By: _____
 Steve Franks
 City Clerk

APPROVED AS TO FORM:

 Todd Litfin, City Attorney

CITY OF YORBA LINDA

By: _____
 Mark Pulone
 City Manager

ATTEST:

By: _____
 Marcia Brown
 City Clerk

APPROVED AS TO FORM:

 Todd Litfin, City Attorney

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT'S LAW ENFORCEMENT COST AND EFFICIENCY STUDY

BACKGROUND

Thirteen cities currently contract with the Orange County Sheriff-Coroner Department (OCSD) for law enforcement services:

- Aliso Viejo
- Dana Point
- Laguna Hills
- Laguna Niguel
- Laguna Woods
- Lake Forest
- Mission Viejo
- Rancho Santa Margarita
- San Clemente
- San Juan Capistrano
- Stanton
- Villa Park
- Yorba Linda

OCSD services the contract cities over three patrol areas; North Patrol, Southeast Patrol, and Southwest patrol.

Over the last ten fiscal years, costs charged by OCSD for law enforcement services have increased on average by 33%, with approximately 26% of the increase occurring in the last five years. During the last four fiscal years, average growth in contract costs has ranged from 5.69% to 7.40% where prior years experienced growth ranging from 0.31% to 3.00%.

While contract costs may change due to changes in service hours in a given year or changes in staffing levels requested by the contracting City, most changes to cost are not within a contracting City's control. Most changes are within the control of the Orange County Board of Supervisors (BOS), OCSD, other County agencies such as the County's Auditor Controller or Risk Management Unit, and agencies outside the County such as the Orange County Employees Retirement System (OCERS). The primary driver of increased costs over time has been increases in salaries and benefits. New programs implemented by OCSD have also impacted direct charges and allocated overhead.

The cost model used by OCSD was developed prior to 2002 with minimal changes until approximately 2006 to 2008 when allocations for new programs or modifications for changes to existing programs began to be implemented. Changes include (but are not limited to) charges for Patrol Video Systems (PVS), addition of the Field Training Bureau, addition of the Southeast Substation including addition of positions, addition to Command Staff impacting allocated overhead.

Costs for certain services have seen significant growth including salaries and benefits, enhanced helicopter services, and increased overhead costs being allocated to contract cities. At the same time, credits to cities from citation revenues have significantly decreased. The average rate of cost increases over the last four years (5.69%, 6.83%, 6.81 %, and 7.40%) significantly outpace growth in cities' revenues and changes in the

Consumer Price Index for All Urban Consumers (CPI_U) for the region. Cost increases at current rates are no longer sustainable. Cities are looking to partner with OCSD and the County of Orange to develop solutions toward stabilizing costs while continuing the quality service that OCSD is known for.

It is understood and agreed that the protection of our region, and each City specifically, is the primary role of government. To that end, the attraction, and more vital, the retention of top quality law enforcement personnel is of primary importance. Yet, costs must balance the ability to afford the expected service levels.

OBJECTIVE

All thirteen cities contracting with OCSD for law enforcement services desire to gain a more detailed understanding of the trends and issues resulting in annual increases in the cost of service, which continue to exceed 5% on an ongoing basis. The County leadership, including our Sheriff and County of Orange Executive Staff, also support the completion of this exercise. To this end, the cities desire to understand the underlying methodology of calculating and allocating specific costs and revenues charged or credited by OCSD to the contract cities.

SCOPE OF WORK

Project tasks shall include, but are not necessarily limited to, the following. If the Proposer feels that additional tasks are warranted, they must be clearly identified in the proposal. The Proposer is encouraged to recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

1. Meet with cities to understand their concerns related to the cost of law enforcement services.
2. Review the current internal cost study (compliant with Title 2, Code of Federal Regulations, Part 225 Cost Principles for State, Local and Indian Tribal Governments) and document changes occurring over the last ten years that have had significant impact (1% or more) on law enforcement costs charged to contract cities. Changes may include operational changes, rate changes, and changes to cost capture and allocation methodologies.
3. Review a copy of Orange County Board of Supervisors Resolution No. 89-1160 dated August 8, 1989, directing the Sheriff-Coroner as to what services are to be provided county-wide to all Orange County cities at no-cost, and allowing recovery of costs from contract cities to the extent that the level-of-service requested by the city is greater than that given to other Orange County cities free-of-charge.
4. For services received by cities per Resolution No. 89-1160 (per item 3 above), meet with OCSD staff to gain an understanding of how OCSD defines when contract cities are provided greater service than given to other Orange County cities. Document

how the OCSD defines when a city "requests" greater service, and how OCSD tracks or monitors usage.

5. Review and document the methodology used to measure and allocate costs for significant changes (as identified in item 2 above), and other programs as summarized below:
 - a. Division, Department and County-wide overheads.
 - i. Are supervision, administrative and other costs related to units falling under Resolution No. 89-1160 removed from total overhead costs allocated?
 - ii. What has been the impact of increased staffing (both sworn and civilian) in overhead support units in terms of cost and performance? Have stated goals supporting staffing increases been met?
 - b. Substations serving North, Southeast, and Southwest patrol areas.
 - i. Is there opportunity to consolidate regional teams and share supervisory positions (e.g.: shared lieutenant and/or sergeants)?
 - ii. Are any costs included in the Southeast Substation operating lease capital in nature that should be charged through the Countywide Cost Allocation Plan (CWCAP) and not direct as an operating lease cost?
 - iii. Would it be feasible to allocate substation costs on a County-wide model versus the current regional model and what would be the cost impact on individual cities?
 - c. Helicopter Services.
 - i. What costs are included and excluded from helicopter services allocated?
 - ii. How have services provided and costs changed since the agreement with ABLE (a joint agreement for maintenance with the cities of Costa Mesa and Newport Beach) was discontinued?
 - iii. Has there been a change in philosophy in what is base level service over the last five years?
 - iv. Are calls for fire support, other law enforcement agency support, unincorporated support, etc. appropriately removed from city allocations?
 - v. Do flight logs, calls for services, and priority level of calls, support the enhanced services allocations?

- vi. Is there a more accurate methodology for allocating enhanced helicopter services, such as square miles covered, calls for service, or other method compared to allocating by the number of deputy FTEs (see item six below).
- d. Field Training Bureau.
 - i. Review program statistics for pass and fail rates for all participants broken out by first time and repeat participants since program inception.
 - ii. Determine the number of participants who drop out and do not return.
 - iii. Are program goals being met based on current statistics?
 - iv. Do program statistics justify all costs allocated as patrol training that should be allocated, and are allocation methods appropriate?
 - v. How do other County Sheriff operations (e.g.: Los Angeles, San Diego, Riverside, San Bernardino) allocate cost for training with contracting agencies?
- e. General Liability and Workers Compensation Annual Insurance Costs.
 - i. Document the last five year history of annual costs charged to OCSD by the County Executive Office, Risk Management Unit.
 - ii. Document whether the impact of jail claims and patrol claims on costs can be segregated or reasonably estimated?
 - iii. Review claims over the last five years to determine if new programs are reducing risk and costs, e.g. do programs such as the Field Training Bureau appear to have a positive impact?
- f. Traffic Citation Revenue.
 - i. Document the collection, reporting and allocation methods for citation revenues.
 - ii. Obtain traffic citation statistics for the last five years by city to include the number of citations issued and the value of fines charged.
 - iii. Obtain a list of collections and outstanding fines for the last five years.
 - iv. Review the statistics collected against revenues credited to cities to determine if allocations appear reasonable.
- g. Cost of Sworn Staff.

- i. Confirm that sworn staff are charged to contract cities at top step.
 - ii. Determine if there is a more representative methodology of charging sworn staff to contract cities, such as an individual's actual rate of pay or an average rate of pay.
 - iii. Determine if retirement rates passed through appropriately reflect rates for new sworn staff subject to lower benefit retirement plans. Review rate calculations projected by the County Executive Office for reasonableness.
6. Identify potential alternatives to cost allocation methodologies for the programs identified in item five above and calculate an estimated cost impact to cities for identified alternatives.
 - a. Is there an alternative or more appropriate base of allocation (e.g. allocation based on number of calls or full-time equivalents assigned to a City, etc.)?
 - b. Is the calculation of credits for vacancies and overtime assumptions a fair methodology? How can this be refined to better show actual cost of services at the contract level?
7. Meet with OCSD contract and cost unit staff to determine new programs that may impact law enforcement costs over the next two to five years. Determine if there is a method to forecast potential costs impacts. Results might be a cost range, a percentage impact, or other method that will allow cities to plan for future increases.
8. Can efficiencies be found by consolidating the accounting, purchasing and human resources units between the OCSD and the County to reduce administrative overhead costs?
9. An optional direct purchase position under the Agreement is the School Resource Officer (SRO). Some of the cities purchase this position, some share the cost of an SRO with other cities and a few cities have opted not to purchase an SRO. The number of SROs purchased by each city varies. As an alternative to the current structure, determine if an optional, regional/shared staffing approach could achieve operational and staffing efficiencies and cost savings.
10. The Sheriff offers a Drug Enforcement Team (DET) as an optional program. If a city opts into the program, then they are required to assign one of their DSII Patrol deputies to the DET team and are charged their pro rata share of one DET Sergeant and one DET Investigator. Calculate the total cost of the DET program and evaluate its effectiveness and determine if the program justifies the assignment of a DSII Patrol Deputy as opposed to reassigning the DSII Patrol Deputy to the normal patrol complement.

11. As an alternative to the current DET program structure, determine if Deputy staffing of the DET team should fall under the regional/shared staffing approach and if this could achieve operational and staffing efficiencies and cost savings.
12. Under the current contract model, Investigators are direct purchase positions and each city is required to purchase Investigators. The number of Investigators purchased by each city varies. Supervision of Investigators is not included in the regional/shared staff, but is instead allocated under Division Overhead. As an alternative to the current structure, determine if a regional/shared staffing approach could achieve operational and staffing efficiencies and cost savings.
13. Provide samples of various County Contract models for consideration by the group. Provide comments for discussion if other models value review and potential for consideration.

The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by City of Mission Viejo of the need to extend the retention period. The Proposer further agrees to allow City of Mission Viejo staff to review such documents upon written request at any time during the retention period.

(END OF SCOPE OF WORK)

Orange County Sheriff-Coroner Department's Contract Law Enforcement Cost and Efficiency Study

Cost Allocation Summary

Estimated Costs: \$ 300,000

City	Population*	Population %	Pro-Rata	Cost Share
Aliso Viejo	50,312	7.81%	\$	23,417.59
Dana Point	33,699	5.23%	\$	15,685.12
Laguna Hills	31,544	4.89%	\$	14,682.08
Laguna Niguel	66,689	10.35%	\$	31,040.23
Laguna Woods	16,319	2.53%	\$	7,595.64
Lake Forest	84,931	13.18%	\$	39,530.92
Mission Viejo	96,763	15.01%	\$	45,038.10
Rancho Santa Margarita	48,602	7.54%	\$	22,621.68
San Clemente	65,975	10.24%	\$	30,707.90
San Juan Capistrano	36,262	5.63%	\$	16,878.06
Stanton	39,611	6.15%	\$	18,436.84
Villa Park	5,944	0.92%	\$	2,766.62
Yorba Linda	67,890	10.53%	\$	31,599.23
Totals	644,541	100.00%	\$	300,000.00

* - CA DOF Population Estimates as of 01/01/2017



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 22, 2017
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Request for Proposals for Recreation Facility Needs Assessment Project

RECOMMENDATION: That the City Council approve the attached Recreation Facility Needs Assessment Request for Proposals (RFP) document and authorize City staff to initiate a procurement process for a qualified consulting firm to conduct a City-Wide Recreation Facility Needs Assessment Project.

SUMMARY:

Staff is recommending that the City conduct a City-wide Recreation Facility Needs Assessment. This work effort is a major plan in the current budget cycle. A similar work effort occurred nearly a decade ago and, with changes in demographics and new recreation trends, an updated Recreation Facility Needs Assessment is in order. In addition, over the next three to five years the City anticipates receiving an influx of Quimby Act Fees from the residential portions of the Five Lagunas project. An updated Recreation Facility Needs Assessment will provide important data and information that will assist the City Council in prioritizing future spending on new recreation facilities. Staff is requesting the City Council's review and approval of the attached Recreation Facility Needs Assessment Request for Proposals (RFP). The Parks and Recreation Commission reviewed the attached RFP and was in favor of conducting a City-wide Recreation Facility Needs Assessment.

BACKGROUND:

Almost a decade has passed since the City formally assessed its recreation needs. In 2008, the City hired a consulting firm to conduct a Facility Recreation Needs

RFP for Recreation Needs Assessment Project

August 22, 2017

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Assessment. In the final report presented to the City Council in March 2009, the consulting firm proposed recreation priorities based on public input, facility demand analysis, deficit/surplus analysis, benchmarking analysis, and survey results. The recommended highest priorities at that time were the need for trails, picnicking in developed sites, and re-establishing a new partnership agreement with Laguna Hills High School.

A major plan in this budget cycle is to conduct a Facility Recreation Needs Assessment. Staff recommends that this work effort occur for the following reasons:

- Demographic changes in the community.
- New recreation interests and trends.
- Unintended uses of certain City recreation facilities (i.e. skateboard park and roller hockey rink).
- The infusion of approximately \$15.5 million in Quimby Act Fees from the residential portions of the Five Lagunas project over the next three to five years. Quimby Act Fees are restricted to the construction or rehabilitation of recreation facilities that serve the residential project from which the fees are collected and typically must be expended within five years of their receipt.
- To provide a foundation from which the City Council can prioritize projects in an environment of competing interests.

Attached to this report is the City's proposed RFP for a City-wide Recreation Facility Needs Assessment project. A detailed Scope of Work is included in the RFP beginning on page 4 and is summarized below.

Needs Assessment Analysis	Community Outreach and Public Participation	Needs Assessment Report and Presentation
• Recreation Facilities Inventory • Facility Needs Ratios • Supply and Demand • Gap Analysis • Skateboard Park Use • Roller Hockey Rink • Survey of Sports Organizations • Trends • Benchmark/Comparison • Document Review	• Focus Group/Interviews • Reata Town Hall Meeting • Public Workshop Meetings • Survey	• Draft Report • Final Report • City Council Presentations

RFP for Recreation Needs Assessment Project

August 22, 2017

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Staff presented the draft RFP to the Parks and Recreation Commission at its August 2, 2017 meeting. The feedback from the Commission was positive and the Commission was in favor of the City conducting a City-wide Recreation Facility Needs Assessment. In addition, the Commission felt that the stated Scope of Work within the RFP document was very detailed and thorough, and was sufficient for an assessment of the City's recreation facility needs.

The City's objectives for this project are as follows:

1. Produce a Needs Assessment document that clearly defines the recreation facility needs of the community and identifies surpluses and deficiencies with existing facilities.
2. Compare the City of Laguna Hills' recreation to industry benchmark standards.
3. Prioritize current and future recreation needs.
4. Effectively engage the public to elicit community recreation facility demands.
5. Present the final Needs Assessment report to the City Council by June 2018.

Staff anticipates issuing the RFP on August 25, 2017, upon City Council approval. Proposals are due by October 6, 2017, in order to be considered and evaluated for the project. Staff plans on bringing its final consultant selection recommendation to the City Council on November 14, 2017. Work on this project is expected to be completed by June 2018.

FISCAL IMPACT:

As a major plan in the current budget cycle, the costs for a recreation needs assessment is budgeted in the City's General Fund. Staff estimates that this work effort will cost around \$50K to \$60K.

ATTACHMENTS:

- City of Laguna Hills' Recreation Facility Needs Assessment RFP

REQUEST FOR PROPOSALS

RECREATION FACILITIES NEEDS ASSESSMENT

Issued by:



**City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653**

August 25, 2017

Proposals Due: October 6, 2017

I. INTRODUCTION AND SCHEDULE

The City of Laguna Hills ("City") is seeking proposals from qualified consulting firms ("Proposer(s)") to conduct a citywide recreation needs assessment ("Needs Assessment" or "Project"). The Scope of Work for the Project is listed in Section IV of this RFP document. Proposals from qualified firms will be due by 4:00 p.m. on Friday, October 6, 2017.

The tentative schedule for this procurement process is as follows:

Action	Date
RFP Issued	August 25, 2017
Proposals Due	October 6, 2017
Award of Contract	November 14, 2017
Final Needs Assessment Report Presentation to City Council	By June 12, 2018

II. BACKGROUND

The City of Laguna Hills has a population of 30,681. The City occupies 6.6 square miles and is 99.9% built-out. A total of approximately 65 acres of public park land is located in the City of Laguna Hills. This includes an 18 acre Community Center and Sports Complex, a nine acre sports park, and 12 neighborhood public parks. In addition to these developed public parks, a 2.5 acre open space area ("Aliso Hills") is also located within Laguna Hills and is designated as a future public park. The City of Laguna Hills also has 15 private parks, three elementary public schools, and one high school. A non-profit senior citizen center, operated by South County Senior Services, is also located within the City.

The Community Services Department is responsible for providing recreation classes, special events, excursions, camps, athletic programs, and disability services for the community. The Public Services Department is responsible for the design, construction, and maintenance of public facilities including the City's parks.

The City Council adopted the City's first Master Plan of Parks and Recreation in May of 1993. This was a 20 year Master Plan. The City annexed the 756 acre North Laguna Hills area consisting of a mix of residential and office/retail uses on July 1, 1996. The Master Plan was updated in 1996 with a new Field Use Survey to account for the 1996 Annexation, already completed capital improvement projects, and the planned Community Center and Sports Complex. The City successfully annexed the "Westside" of the City on September 18, 2000, which added 149 acres of residential land including the Aliso Viejo Community Association's private Sheep Hills Park.

There are two joint use agreements between the City and Saddleback Unified School District (“District”) that were executed for the purposes of establishing mutual cooperation in providing recreational facilities for Laguna Hills students and residents. The first agreement was originally signed by both parties in 1994, and was a fifteen-year joint use agreement for the shared use of the “upper field” at Laguna Hills High School. Pursuant to this agreement, the City funded the installation of lights on a softball field and partial soccer field and, in return, District provided field use times in the fall and spring for City scheduled recreation programs. This agreement was extended for multiple one-year extensions when the fifteen (15) year term ended, until a new agreement was executed in 2014. The new joint use agreement was entered into by both parties on May 27, 2014, and is a ten (10) year agreement for, again, the joint use of the Laguna Hills High School upper field. In addition, the City agreed, as part of the terms of the agreement, to assist District in the installation of an artificial turf field in the upper field location for increased use of this field by the City. This agreement will expire in 2024 unless it is extended by mutual written consent of the parties.

Another joint use agreement addressed the six (6) acres of undevelopable land on the Laguna Hills High School campus that was located adjacent to the twelve (12) acres of undeveloped City property. For the purposes of developing the total eighteen (18) acres of undeveloped land for recreational purposes, the District and the City approved and executed a Joint Use Agreement in 1997. Pursuant to the 1997 Joint Use Agreement, the District allowed the City to develop on its six (6) acres of undeveloped land for recreation purposes. This area is now a part of the Laguna Hills Community Center and Sports Complex and is currently developed with a parking lot, a skateboard park, and a roller hockey rink. The Community Center houses the City’s Community Services Department and includes banquet room facilities, classrooms and a gymnasium. In addition to the skateboard park and the roller hockey rink, the Sports Complex also includes soccer fields, a baseball field, a softball field, picnic shelters, and a playground. The District can use the Community Center and Sports Complex for school meetings, soccer practices, volleyball practices, basketball practices, and other agreed upon uses. The 1997 Joint Use Agreement’s term is in perpetuity as long as the District property is used for recreational purposes.

In 2008, the City hired a consulting firm to conduct a facility recreation needs assessment. In the final report presented to the City Council in March 2009, the consulting firm proposed the following priorities based on public input, facility demand analysis, deficit/surplus analysis, benchmarking analysis, and survey results:

Highest Priorities

- Trails
- Picnicking in developed sites
- Re-establishing a new partnership agreement with Laguna Hills High School

Medium Priorities

- Lighting at appropriate outdoor sports fields and courts
- Inline skating rink (1 covered)

- Softball/baseball fields (1 additional)
- Outdoor basketball court (1 additional)

Lower Priorities

- Soccer/Multi-use fields (1 additional)
- Aquatic center/Splashpad (1 additional)

The City updated its General Plan in 2009 which includes several community goals such as the goal to “Expand and maintain the City’s integrated parks, recreation, and trails system to meet the needs of residents of all ages.” Several General Plan policies fall under this goal including:

- Investigate the need for additional community facilities in Laguna Hills, such as community centers, swimming pools, parks, sports fields, a library, and/or an amphitheater.
- Provide recreation opportunities at the Community Center in response to the changing needs of the community.
- Expand and improve the network of trails that provides interesting and safe access to parks, schools, neighborhood commercial areas, activity centers, and regional recreation opportunities.
- Maintain unique and diverse open space for purposes of protecting scenic resources, passive recreation, and habitat protection.
- Determine the need for special facilities for seniors and the disabled to increase enjoyment and accessibility to parks and trails.
- Promote special facilities and activities for youths and teens that focus on educational enrichment and skills training.
- Continue to investigate joint use opportunities with SVUSD, private schools, and other organizations.

In March 2016, the City Council approved the site development permit for the Five Lagunas project. This project is the renovation of the Laguna Hills Mall which was first established in 1973, and much of the development focuses on reusing significant portions of the former mall. The project also includes three planned residential buildings, which will include a total of 988 multifamily dwelling units. The City anticipates receipt of approximately \$15.5M in Quimby Act fees from the residential portions of this project in the next three to five years. These funds will be used within the City to develop new or rehabilitate existing neighborhood or community park or recreation facilities that serve the subdivision from which the fees are collected.

III. PURPOSE AND OBJECTIVES

With the anticipation of the City receiving a substantial amount of Quimby Act fees within the next several years, it is imperative that the City determine the community’s recreation facility needs and demands in order to spend these funds wisely. Therefore, a recreation facility needs assessment is timely, and the City anticipates that this Project should accomplish, at a minimum, the following objectives:

1. Produce a Needs Assessment document that clearly defines the recreation facility needs of the community and identifies surpluses and deficiencies with existing facilities.
2. Compare the City of Laguna Hills' recreation to industry benchmark standards.
3. Prioritize current and future recreation needs.
4. Effectively engage the public to elicit community recreation facility demands.
5. Present the final Needs Assessment report to the City Council by June 2018.

IV. SCOPE OF WORK

Listed below is the City's expectations for the Scope of Work for this Project. The City's requested work efforts for Proposer are organized into three primary task groups: Needs Assessment Analysis, Community Outreach and Participation, and Needs Assessment Report & Presentation. Proposers are encouraged to expand on this list if deemed necessary, based on its experience, to provide the City with a comprehensive Needs Assessment study.

Recreation program services (i.e. recreation classes/activities) assessment is not a part of this Project's scope of work. The determination of recreation facility refurbishment needs, including maintenance needs, is not a part of this Project's scope of work.

Proposer shall periodically meet with City staff to discuss Project status and to set mutual expectations. A kickoff meeting shall be scheduled to review Project objectives, approach, and schedule.

A. NEEDS ASSESSMENT ANALYSIS

Provide detailed analysis and research of existing facilities, population and industry trends, current recreation facility demands, and project future recreation facility demands. The following is the City's expectations for the Project's analysis and research.

- **Recreation Facilities Inventory** - Update the City's recreation facilities inventory of existing public and private parks, trails, open spaces, aquatic facilities, community and senior centers, and other recreation amenities. An inventory of park amenities such as playgrounds, exercise equipment, parking lots, bocce ball & Pickle Ball courts, etc. should also be noted. School district property should also be included in this inventory. Proposer should note if private recreation facilities are open and available to the general public. An inventory that was produced during 2008/2009 recreation facility needs assessment is attached as (**Exhibit I**). This exhibit was centered on sport fields and facilities and Proposers' inventory should expand on this list as requested above.

- **Facility Needs Ratios** – Proposer will update the City's Facility Needs Ratio as presented in (Exhibit II) based on current City population. An analysis should also be included on future population growth as requested under "Trends" in this section within the final report. This data should be compared to NRPA's ratio per population standards or equivalent standards and include all recreation facilities discussed and contemplated during this Project.
- **Supply and Demand** – Proposer shall perform supply and demand analysis based on inventory research and public input needs and provide recommendations. Supply and demand research should also be projected out for future facility recreation needs.
- **Gap Analysis** – Proposer shall conduct gap analysis of recreation facilities with the purpose of identifying underserved and overserved neighborhoods and demographics. Proposer shall make recommendations to address any current and future gaps in recreation facility offerings.
- **Skateboard Park Use** – As part of this analysis, Proposer will determine the current percentage of residential use of the City's public skateboard park. Survey of ages and type of use should also be recorded.

Proposer shall also compile a listing of other private/public skateboard parks in the southern California area and what activities (i.e. skateboarding, scootering, bicycling, etc.) are allowed at the park. In addition, this research should also include if private/public skateboard parks are supervised or unsupervised facilities and if a fee is charged for its use. A listing of what fees are charged should be included in Proposer's research results.

- **Roller Hockey Rink** – Proposer shall also compile a listing of other private/public roller hockey rinks in the southern California area. Proposer should identify if other facilities are not being used for roller hockey, and if the private/public facilities are not being used for roller hockey Proposer should list the other uses (i.e. arena soccer, pickle ball, roller derby, etc.).
- **Survey of Sports Organizations** - Survey and identify the current field/facility usage and needs of sports organizations and clubs (i.e. AYSO, YMCA, Laguna Hills Jr. Basketball, Laguna Hills Little League, etc.) that conduct sport programs within the City of Laguna Hills. This includes School District property within Laguna Hills. Identify what sports organizations are using school district fields within the City of Laguna Hills.

Identify the facility needs for lights for practice and games during the survey of the sports organizations. The final report to City should distinguish between the needs for facilities with lights and facilities without lights.

- **Trends** – Proposer shall look at the key trends and impacts of demographics on recreation activity in general. In addition, Proposer shall analyze demographic trends specific to the City that may impact or affect recreation and park needs for the next ten (10) years. Use the most recent census data to project population and demographic distribution (the future Five Lagunas apartment buildings and other known housing projects must be included in this analysis). This will also include an analysis of how demographic changes will affect youth sports within the City and Proposer should also project youth sports participation rates for the next ten (10) years.
- **Benchmark/Comparison** – Include a comparison of the City's facilities to industry benchmark standards such as CPRS and/or NRPA (or other equivalent standards).
- **Document Review** - Review all City documents that will assist in the formation of the Needs Assessment document. Documents include, but are not limited to:
 - 1) 2009 Recreation Facilities Needs Assessment
 - 2) 2009 General Plan
 - 3) 2017 – 2019 Biennial Budget's Six Year Capital Improvement Program
 - 4) Staff reports
 - 5) 2001 Bikeways, Trails & Open Space Master Plan
 - 6) Joint Use Agreements
 - 7) Community Services Brochures, etc.

B. COMMUNITY OUTREACH AND PUBLIC PARTICIPATION

The community outreach process for this Project will be critical in engaging the community on recreation facility needs. The Proposer shall determine satisfaction levels of current recreation facilities and identify unmet demands in the community. A Strength, Weaknesses, Opportunities, and Threats (SWOT) analysis may be considered to facilitate discussions. The following is the City's expectations for community outreach and public participation.

- **Focus Groups/Interviews** – Proposer shall host a minimum of two (2) focus group meetings to discuss satisfaction levels with current recreation facilities and the need for additional recreation facilities. City will work with Proposer to identify appropriate focus group meeting attendees. In addition, Proposer will be required to conduct individual interviews as required. It is anticipated that the following stakeholders and user groups

will be interviewed and/or attend a focus group meeting. Proposer and City will work on a final list of individuals and groups that need to be interviewed.

1. City Staff
 2. City Council Members
 3. Parks and Recreation Commissioners
 4. Youth Sports Organizations (both non-profit and club)
 5. Boy Scouts, Girl Scouts
 6. School District staff
 7. Laguna Hills High School staff
 8. PTAs
 9. Adult sport leagues
 10. HOAs
 11. Nellie Gail Gators Swim Club
 12. Groups that rent City recreation facilities
 13. Recreation Contract Instructors
- **Reata Town Hall Meeting** – Conduct a town hall meeting at the Reata Oakbrook Village Apartments to elicit the recreation facility needs of this apartment community. This is an important aspect of this study considering that the demographics of the Reata Oakbrook Village Apartments, more than likely, are expected to be similar to the three multifamily residential buildings that will be constructed at the Five Lagoon project site—as mentioned in the Background section of this document.
 - **Public Workshop Meetings** – Conduct two (2) public workshop meetings, hosted by the Parks and Recreation Commission, to elicit broad-based community recreation needs input. Presentations to the Parks and Recreation Commission will be required as part of these public workshops.
 - **Survey** – Develop a series of questions to include in a City-wide survey to determine citizen interests, needs, customer satisfaction, etc. in regards to recreation facilities within the City of Laguna Hills. Proposer shall advise the City, based on its experience, the best way to conduct a survey (i.e. phone, mail, social media, other website tools).

Proposer will be responsible for formatting, delivering, and administering the survey, compiling the survey results and analyzing the data.

C. NEEDS ASSESSMENT REPORT & PRESENTATION

Proposer shall compile all research and public input data into a comprehensive report and summarize Project findings in a presentation to the City Council. The following is the City's expectations for the final report and presentations to the City Council.

- **Draft Report** – A preliminary Needs Assessment report shall be submitted to City staff for review prior to any presentations to the City Council.
- **Final Report** – The final report shall consists of all analysis, research, public input, maps and illustrations if necessary, recommendations, and exhibits. Proposer shall submit ten (10) copies of the final report and also submit a PDF version of the report. At a minimum the report shall include:
 1. The latest recreation trends
 2. Demographic trends, recreation needs and demands, and projections
 3. Survey results/data analysis
 4. Proposer prioritized recommendations (current needs/future needs)
 5. Recreation facility surpluses and deficiencies (supply/demand and gap analysis)
 6. Summary of all community outreach and stakeholder input
 7. Facility inventories and ratios
 8. Sport organizations use and needs
 9. Skateboard park and Roller Hockey Rink use and analysis
- **City Council Presentations** – two (2) presentations to the City Council by Proposer will also be required during this Project. It is anticipated that the first presentation will be to summarize Needs Assessment findings and recommendations in order to elicit comments from the City Council to assist in the completion of the final report. The second presentation to the City Council will be of the final Needs Assessment report.

V. PROPOSAL SUBMISSION REQUIREMENTS AND RESPONSE FORMAT

The Proposer is responsible for preparing an effective, clear, well-organized and concise formal written proposal. In order to be considered for selection, consultant firms must submit a complete response to this RFP that includes the following mandatory information and/or requirements in the following format. Failure to provide any of the information requested below may be cause for the proposal to be rejected.

1. Transmittal Letter. A transmittal letter introducing the firm and the individual who will be the primary contact person.

2. Executive Summary. An executive summary.
3. Firm Background Information. Background information including specific qualifications and experience in conducting related studies for similar governmental, educational, or public sector entities. The information below must be included:
 - a. Describe the firm's organizational structure and explain how the firm is qualified to be responsive to the specific requirements of this RFP.
 - b. Describe the firm's qualifications and experience providing similar services as required in this RFP.
 - c. Provide proof of financial stability enabling the firm to be capable of meeting the requirements of this RFP.
 - d. Provide one (1) copy of Recreation Facility Needs Assessment Study, or comparable report, the firm has completed that is closely related to the scope of work contemplated in this RFP.
 - e. Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties, and comprehensive resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this RFP.
 - f. References: Provide a list of at least three (3) clients for whom you have conducted and completed a Needs Assessment within the last three (3) years comparable to that described within this RFP. Indicate client organization name, contact person, and phone number.
4. Summary of RFP Requirements. Provide on no more than one (1) printed page the firm's understanding of the requirements stated in this RFP.
5. Approach to Scope of Work. Provide a detailed description of the steps that will be taken to complete the required tasks identified in Section IV of this RFP. Include a detailed discussion of any methodologies used or approaches taken for each task.
6. Schedule of Performance. Provide a proposed Schedule of Performance, including a time line for project completion:
 - a. Provide a project schedule identifying start and end dates for each phase of the project - include milestones, submittal of deliverables,

and each task required for the successful and timely completion of each phase of the Project.

- b. Indicate the earliest date the firm would be able to commence work on this project.
7. Use of Sub-Contractors or Sub-Consultants. Indicate in the firm's proposal any portion of work that would be performed by a sub-contractor. Provide information on all sub-contractors as required in Section 3 above.
8. Schedule of Compensation/Fees. Provide a separate sealed proposed Schedule of Compensation/Fees to perform all work identified under Section IV, Scope of Work. Include all proposed incidental or professional hourly fees/rates.
9. Non-Discrimination. A certificate of non-discrimination regarding nondiscrimination by the firm (See, **Exhibit III**)
10. Financial Interests. A certificate, signed under penalty of perjury, regarding disclosure of financial interests of City/District officials or employees with the firm (See, **Exhibit IV**).
11. Professional Services Agreement. Proposer shall affirmatively state that they have reviewed and are ready to execute the City's standard form Professional Services Agreement, including providing the required proof of insurance coverages described therein. (See, **Exhibit V**).
12. Authorized Signatory. The name, title and signature of a corporate officer that is authorized to contractually bind the firm. Please include a corporate resolution evidencing authorized signatory. The proposal must be a firm offer valid for a 60-day period.
13. Proposal Copies. Submit one (1) original and three (3) copies of the proposal. Also include one copy in PDF format via e-mail.

VI. Selection Process

Each proposal received will be evaluated and reviewed to determine if it meets the stated requirements set forth in this RFP. The top finalists will be invited to make an oral presentation to an evaluation team.

Proposals timely submitted will be evaluated using the criteria listed below:

- Demonstrated understanding of the professional services requested.
- Prior experience in performing similar projects.

- Qualifications of the firm and assigned project consultants.
- Overall project design and methodology.
- Time line for project completion / proposed schedule.
- Professional Fees/Hourly Rates/Cost.
- Reference Checks.

Selection by the City for professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost. Selection will be made to ensure that such services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the City. The City shall consider total compensation after the City is satisfied that the would-be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required.

All questions concerning this RFP are to be made via email, or phone, and directed to:

David Reynolds
Deputy City Manager
City of Laguna Hills
25555 Alicia Pkwy.
Laguna Hills, CA 92653
949-707-2685
dreynolds@lagunahillsca.gov

Proposals must be received by the City of Laguna Hills City Clerk by **4:00 p.m., FRIDAY, OCTOBER 6, 2017.** The Proposer must submit one (1) original, three (3) printed copies, and one (1) copy in PDF format via email.

VII. General Information

The City of Laguna Hills reserves the right to reject any or all proposals and will not be liable for any costs incurred by responding firms relating to the preparation of proposals or making of presentations.

- Costs for developing responses to this RFP or for attending bidder's meetings prior to the award of the contract are entirely the responsibility of the Proposer and shall not be chargeable to the City.
- Proposals must be valid for a minimum of 60 days.
- The City reserves the right to expand or diminish the Scope of Work subject to negotiation with the successful Proposer.

- The City is not required to select the proposal that may indicate the lowest price or costs. The City may reject all proposals when, in its sole discretion and opinion, none of them meet the requirements or specifications of this RFP, the benefits derived will be less than anticipated or desired, or the rejection is in the best interest of the City. If all proposals are rejected, the City may or may not request additional proposals.
- In the event it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all Proposers.

Thank you very much for taking your valuable time to respond to this RFP.

Exhibits

- Exhibit I - Park Recreation Facility Inventory (sports fields/facility).
- Exhibit II - Quantity and population ratios for all outdoor facilities.
- Exhibit III - Certificate of Non-Discrimination.
- Exhibit IV - Certificate of Employment Relationships and Financial Interest.
- Exhibit V - City's Sample Draft Professional Services Agreement.

EXHIBIT I

	Space shared with another field	Backstop, Practice	Adult Baseball field	Youth Baseball field	Basketball, outdoor	Basketball, indoor	In-line Hockey	M-Purpose Field, Large	M-Purpose Field, Medium	M-Purpose Field, Small	Softball field	Game or Practice	Lights possible	Parking
City of Laguna Hills Parks and Facilities														
Beckenham Park										1		P	N	N
Cabot Park	y			2					1			G	N	Y
Clarrington Park									1			P	N	N
Community Center and Sports Complex				1		2	1	2			1	G	Y	Y
Costeau Park		1		1	1					1		P	N	N
El Conejo Park					0.5				1			P	N	N
Knotty Pine Park									1			P	N	N
Mackenzie Parks									1			P	N	N
Mandeville Park									1			P	N	N
Mendocino Park									1			P	N	N
San Remo Park												P	N	N
Santa Vittoria Park												P	N	N
Stockport Park		2							1			P	N	N
Veeh Ranch Park					1			1				P	N	N
Totals		3	0	4	2.5	2	1	3	8	2	1			
HOA Parks														
Aliso Meadows													N	N
Bella Vista													N	N
Casa de Laguna					1							P	N	N
Dapple Grey					0.5							P	N	N
Fossil Park													N	N
Gallup Park					0.5							P	N	N
Hidden Trail					0.5							P	N	N

Exhibit II

Quantity and population ratios for all outdoor facilities

	Laguna Hills Facilities		Private Park Facilities		School Facilities		Total Facilities	
Activity	Quantity	current per population ratio	Quantity	current per population ratio	Quantity	current per population ratio	Quantity	current per population ratio
Pool swimming	0		5	1/6,684	1	1/33,421	6	1/5,570
Using open turf areas	13	1/2,571	10	1/3,342	0		23	1/1,453
Using play equipment, tot-lots	14	1/2,387	9	1/3,713	7	1/4,774	30	1/1,114
Picnicking in developed sites (# of tables)	65	1/514	0		0		65	1/514
Softball and baseball	5	1/6,684	1	1/33,421	7	1/4,474	13	1/2,571
Soccer, football or rugby	13	1/2,571	2	1/16,711	6	1/5,570	21	1/1,591
Basketball	2.5	1/13,368	5	1/6,684	20	1/1,6771	27.5	1/1,215
Equestrian facilities	0		8	1/4,177	0		8	1/4,177
Volleyball (outdoor)	4	1/8,355	2	1/16,	0		6	1/5,570
Tennis	4	1/8,355	15	1/2,228	8	1/4,178	27	1/1,237
In-line skating	1	1/33,421	0		0		1	1/33,421
Skateboarding	1	1/33,421	0		0		1	1/33,421

Exhibit III

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of _____ that all persons employed by _____ 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: _____

Signature: _____

Title: _____

Exhibit IV

CITY OF LAGUNA HILLS
 CERTIFICATE OF
 EMPLOYMENT RELATIONSHIPS
 AND FINANCIAL INTERESTS

NAME OF ENTITY: _____

EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:
 (If known and applicable, please state the percentage ownership interest)

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

Signed this _____ day of _____, 2017, at
 _____, California.

Name: _____

Signature: _____

Title: _____

PROFESSIONAL SERVICES AGREEMENT

[REDACTED], Inc.

Citywide Recreation Facilities Needs Assessment

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this day of November 2017, 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 (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 consulting services firm for the purpose of conducting and preparing a Citywide Recreation Facilities Needs Assessment evaluation and study, including but not limited to the preparation of a recreation facilities needs assessment analysis, community outreach and participation, and preparation of a needs assessment report and public presentation, as well as a full range of other as-needed citywide recreation facilities planning and feasibility, analysis, and support services that may be required on an on-call basis (the “Project”).

B. In response to City's formal Request for Proposals (RFP), dated August 25, 2017, Consultant has submitted to City a proposal, dated _____, 2017, to provide professional consulting services to City for the purpose of conducting and preparing a Citywide Recreation Facilities Needs Assessment evaluation and study 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 professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, 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

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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 Citywide Recreation Facilities Needs Assessment consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated _____, 2017, 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 _____, 2017 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.

OPTION/ALTERNATIVE -- LANGUAGE FOR INCLUSION OF CITY'S RFP

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant's signed, original Proposal/Scope of Work dated _____ ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals dated _____, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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 _____ (\$_____) (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.

OPTIONAL LANGUAGE – SERVICES SHALL NOT EXCEED A FIXED AMOUNT FOR COMPLETION OF THE SUBJECT PROJECT:

The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which 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,

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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 ____ () ____, commencing on _____ and ending on _____, 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: _____. 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.

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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.

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

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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,

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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 Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best’s Key Rating Guide, except that the City will accept workers’ compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

Exhibit V - S A M P L E D R A F T -- RFP ATTACHMENT

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.

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

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

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

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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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

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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 active negligence or willful misconduct of the City.

7. REPORTS AND RECORDS

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

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

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

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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

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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

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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

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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:

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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

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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]

DRAFT

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SIGNATURE REQUIREMENTS --

For Consultants that are a corporation, two (2) Corporate Officers must sign and staff may request that a copy of their corporate resolution confirming the names and titles of their authorized signatories be provided to the City in advance for review and approval, and the signature requirements are as follows:

1) One signature by the Chairman of the Board, the President, or the Vice President,

-And-

2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Consultants that are not a corporation, signature requirements are as follows: the person who has authority to bind the business entity must sign.

DRAFT

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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

 Mayor

ATTEST:

 (SEAL)

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

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”

By: _____

By: _____

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: _____, 2017**

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

DRAFT