



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JULY 14, 2015**

**Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Dore J. Gilbert, M.D., Mayor

**Barbara Kogerman, Mayor Pro Tempore
Andrew Blount, Council Member**

**Melody Carruth, Council Member
Don Sedgwick, Council Member**

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

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 JUNE 23, 2015, REGULAR MEETING.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 23, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JULY 14, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$704,708.43.

3.4 RESPONSE TO THE 2014-2015 ORANGE COUNTY GRAND JURY REPORT ENTITLED - "THE ORANGE COUNTY ANIMAL SHELTER: THE FACILITY, THE FUNCTION, THE FUTURE"

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN THE LETTER OF RESPONSE TO THE 2014-2015 ORANGE COUNTY GRAND JURY REPORT ENTITLED - "THE ORANGE COUNTY ANIMAL SHELTER: THE FACILITY, THE FUNCTION, THE FUTURE."

3.5 ADOPTION OF THE 2015/2016 CIVIC CENTER BUDGET

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND ADOPT THE 2015/2016 CIVIC CENTER BUDGET.

- 3.6 FIRST AMENDMENT TO OPERATING MEMORANDUM NO. 1 TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND LAGUNA HILLS INVESTMENT COMPANY (OAKBROOK VILLAGE PROJECT)

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO OPERATING MEMORANDUM NO. 1 TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS INVESTMENT COMPANY.

- 3.7 PROGRESS PAYMENT NO. 1 FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$30,996.60, TO HONDO COMPANY, INC., FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B.

- 3.8 THIRD AMENDMENT TO THE ORANGE COUNTY FIRE AUTHORITY JOINT POWERS AUTHORITY AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE ORANGE COUNTY FIRE AUTHORITY AMENDED JOINT POWERS AUTHORITY AGREEMENT, AND AUTHORIZING ITS EXECUTION;" AND (2) AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT.

- 3.9 CONTRACT WITH COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015/2016

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

- 3.10 AWARD OF CONTRACT FOR THE CIVIC CENTER SITE IMPROVEMENTS

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE BASE BID CONTRACT FOR THE LAGUNA HILLS CIVIC CENTER SITE IMPROVEMENT PROJECT, TO HARDY & HARPER, INC., IN THE LOW BID AMOUNT OF \$258,975.00, REJECT ALL OTHER BIDS, AND AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT.

- 3.11 GRANT OF A RECYCLED WATER ON-SITE CONVERSION-ENTRY LICENSE AGREEMENT TO EL TORO WATER DISTRICT FOR MULTIPLE CITY LANDSCAPED PROPERTIES IN NORTH LAGUNA HILLS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE RECYCLED WATER ON-SITE CONVERSION-ENTRY LICENSE AGREEMENT WITH EL TORO WATER DISTRICT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

- 3.12 AUTHORIZATION TO LEASE CITY VEHICLE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO PROCEED WITH LEASING A CITY VEHICLE.

- 3.13 LAGUNA HILLS LITTLE LEAGUE'S OUTSTANDING BALANCE OF FACILITY USE FEES FOR 2013 ACTIVITY

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE DECREASING THE LAGUNA HILLS LITTLE LEAGUE'S OUTSTANDING BALANCE OF \$3,802.50 TO \$3,042.00 FOR ITS 2013 FACILITY RESERVATION FEES.

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 JUNE 23, 2015.

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 23, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.4.1 OAKBROOK VILLAGE SHOPPING CENTER MIXED-USE PROJECT - REVIEW AND APPROVAL OF FINAL PUBLIC ART PLAN

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE FINAL PUBLIC ART PLAN PRESENTED BY THE LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER MIXED-USE PROJECT.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 PARKING USE PERMIT (PUP) NO. 6-15-3228, A REQUEST BY SHARI HOGAN TO PERMIT SHARED PARKING AMONG ALL TENANTS AT 25260 AND 25254 LA PAZ ROAD (A PORTION OF LA PAZ VILLAGE, APN 620-211-17) IN THE COMMUNITY COMMERCIAL ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR PUP NO. 6-15-3228; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING PARKING USE PERMIT (PUP) NO. 6-15-3228, A REQUEST BY SHARI HOGAN TO PERMIT SHARED PARKING AMONG ALL TENANTS AT 25260 AND 25254 LA PAZ ROAD (A PORTION OF LA PAZ VILLAGE, APN 620-211-17) IN THE COMMUNITY COMMERCIAL ZONE."

4.5.2 CONDITIONAL USE PERMIT (CUP) NO. 5-15-3216, A REQUEST BY APRIL JOSEPHSON ON BEHALF OF THE PET ADOPTION CENTER OF ORANGE COUNTY TO ESTABLISH AND OPERATE A PET ADOPTION, BOARDING, AND TRAINING CENTER AT 23024 LAKE FOREST DRIVE, SUITES E & F, IN THE MIXED USE ZONE.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CUP NO. 5-15-3216; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 5-15-3216, A REQUEST BY APRIL JOSEPHSON ON BEHALF OF THE PET ADOPTION CENTER OF ORANGE COUNTY TO ESTABLISH AND OPERATE A PET ADOPTION, BOARDING, AND TRAINING CENTER AT 23024 LAKE FOREST DRIVE, SUITES E & F, IN THE MIXED USE ZONE."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

**5.1 PUBLIC HEARING AND RECEIPT OF 2015 WEED ABATEMENT
COST REPORT**

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; AND (2) RECEIVE AND FILE THE 2015 WEED ABATEMENT COST REPORT.

6. ADMINISTRATIVE REPORTS

6.1 City Clerk

**6.1.1 DESIGNATION OF VOTING DELEGATE FOR LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE**

RECOMMENDATION: THAT THE CITY COUNCIL APPOINT MAYOR PRO TEMPORE KOGERMAN AS THE VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE.

6.2 Community Development Director

**6.2.1 FIRST READING AND INTRODUCTION OF AN ORDINANCE
ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA
HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED,
STREAMLINED PERMITTING PROCESS FOR SMALL
RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS**

RECOMMENDATION: THAT THE CITY COUNCIL INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS."

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

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The July 28, 2015, and August 11, 2015, Regular City Council meetings will not be held. The next Regular Meeting of the City Council will be August 25, 2015, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by July 10, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

July 10, 2015

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, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JUNE 23, 2015**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California to order at 7:03 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

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

Absent: Council Member Carruth

CLOSED SESSION REPORT

There was no closed session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

CHAIR KAREN ROBBINS PROVIDED AN UPDATE ON THE STATUS OF THE 3/5 DARK HORSE COMMITTEE.

1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON TESSIE MIRAKI FOR THE FALL 2015 SEMESTER

MAYOR GILBERT PRESENTED A CERTIFICATE OF APPOINTMENT TO STUDENT LIAISON TESSIE MIRAKI.

1.3 RECOGNITION OF CHRIS AND MATT HALES, FOUNDERS OF GOGGLES FOR GUPPIES

MAYOR GILBERT PRESENTED A CERTIFICATE OF RECOGNITION TO CHRIS AND MATT HALES, FOUNDERS OF THE CHARITABLE ORGANIZATION "GOGGLES FOR GUPPIES."

1.4 CERTIFICATE OF RECOGNITION FOR DEEDEE GOLLWITZER

MAYOR GILBERT PRESENTED A CERTIFICATE OF RECOGNITION TO DEEDEE GOLLWITZER IN HONOR OF HER SERVICE TO THE 3/5 DARK HORSE COMMITTEE.

1.5 EL TORO WATER DISTRICT PRESENTATION REGARDING STATEWIDE DROUGHT AND THE DISTRICT'S RESPONSE

THE CITY COUNCIL RECEIVED A BRIEF ORAL REPORT AND POWERPOINT PRESENTATION FROM BOB HILL, GENERAL MANAGER OF THE EL TORO WATER DISTRICT.

2. PUBLIC COMMENTS

LAGUNA HILLS REAL ESTATE REPORT

Len Herman, Realtor and Laguna Hills resident, provided an oral report and PowerPoint presentation on housing activity in Laguna Hills.

MOULTON NIGUEL WATER EXPANSION ON GORDON ROAD

Stuart Merrell, Laguna Hills resident, addressed the City Council regarding his concerns about the expansion of the Moulton Niguel Water District property located on Gordon Road and expressed his opposition to the expansion.

Jean Merrell, Laguna Hills resident, addressed the City Council regarding her concerns about the expansion of the Moulton Niguel Water District property located on Gordon Road and expressed her opposition to the expansion. Ms. Merrell requested City Council's support and cooperation.

Kathleen Spalione, Laguna Hills resident, voiced her opposition to the expansion of the Moulton Niguel Water District property located on Gordon Road and requested City representation during the planning process.

Alison Hubert, Laguna Hills resident, expressed her concerns regarding the expansion of the Moulton Niguel Water District property located on Gordon Road and inquired as to if the Planning Department would be able to assign a staff member to improve communication between residents and Moulton Niguel Water District. Ms. Hubert requested City Council's support with this issue.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH MAYOR PRO TEMPORE KOGERMAN REMOVING ITEM NO. 3.11, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER SEDGWICK.
APPROVED BY A VOTE OF 4-0. (COUNCIL MEMBER CARRUTH ABSENT).**

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

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

3.2 APPROVAL OF MINUTES FOR JUNE 9, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE JUNE 9, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 23, 2015.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$888,640.57.

3.4 FIRST AMENDMENT TO AGREEMENT D11-066 TO FUND NUTRIENT, FECAL COLIFORM, AND TOXICS TOTAL MAXIMUM DAILY LOAD "TMDL" PROGRAMS IN THE NEWPORT BAY WATERSHED WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE NEWPORT BAY WATERSHED

THE CITY COUNCIL APPROVED THE FIRST AMENDMENT TO AGREEMENT D11-066 TO FUND NUTRIENT, FECAL COLIFORM, AND TOXICS TOTAL MAXIMUM DAILY LOAD PROGRAMS IN THE NEWPORT BAY WATERSHED TO EXTEND THE TERM TO JUNE 30, 2018, AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT.

3.5 RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), AND ADOPTION OF A RESOLUTION CONFIRMING CIRCULATION ELEMENT CONFORMITY WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND OTHER RELATED VERIFICATIONS

THE CITY COUNCIL: (1) APPROVED THE M2 COMPLIANCE SUBMITTAL, INCLUDING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM, TO OCTA; AND (2) ADOPTED RESOLUTION NO. 2015-06-23-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE CONSISTENCY OF THE CIRCULATION ELEMENT OF THE GENERAL PLAN WITH THE ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS AND CONFIRMING THE CONTINUATION OF A TRAFFIC IMPACT MITIGATION FEE PROGRAM.

- 3.6 EMPLOYMENT CLASSIFICATIONS, SALARY RANGES, AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-06-23-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2013-09-10-1.

- 3.7 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE COMMUNITY CENTER & SPORTS COMPLEX SITE IMPROVEMENT PROJECT, CIP NO. 514

THE CITY COUNCIL APPROVED THE PLANS AND SPECIFICATIONS ON FILE WITH THE OFFICE OF THE CITY CLERK AND AUTHORIZED THE ADVERTISEMENT FOR BIDS FOR THE COMMUNITY CENTER & SPORTS COMPLEX SITE IMPROVEMENT PROJECT, CIP NO. 514.

- 3.8 UPDATE OF THE STANDARDS FOR PAINTING RESIDENTIAL ADDRESS NUMBERS ON CURBS

THE CITY COUNCIL APPROVED THE REVISION TO THE "STANDARDS FOR PAINTING RESIDENTIAL ADDRESS NUMBERS ON CURBS" AS DESCRIBED.

- 3.9 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE BRIDGE DECK SEALING AND JOINT RESTORATION PROJECT OF THE LAGUNA HILLS DRIVE BRIDGE AT ALISO CREEK AND THE MILL CREEK DRIVE BRIDGE AT CAÑADA CHANNEL, CIP NO. 189

THE CITY COUNCIL APPROVED THE PLANS AND SPECIFICATIONS ON FILE IN THE OFFICE OF THE CITY CLERK AND AUTHORIZED THE ADVERTISEMENT FOR BIDS OF THE BRIDGE DECK SEALING AND JOINT RESTORATION PROJECT OF THE LAGUNA HILLS DRIVE BRIDGE AT ALISO CREEK AND THE MILL CREEK DRIVE BRIDGE AT CAÑADA CHANNEL, CIP NO. 189.

3.10 AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT
WITH ECO/NOMICS FOR SOLID WASTE COLLECTION, CONTRACTING,
AND RECYCLING CONSULTING SERVICES

THE CITY COUNCIL AUTHORIZED THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT
WITH ECO/NOMICS.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.11 AUTHORIZATION TO LEASE CITY VEHICLE

Mayor Pro Tempore Kogerman asked for clarification on this item. City Manager Channing stated that the City is requesting City Council authorization to begin the procurement process and that no research or decisions have been made toward the lease of a vehicle at this time. City Manager Channing reported that this item would be brought back to City Council for approval prior to the actual leasing of a City vehicle.

**THE CITY COUNCIL AUTHORIZED THE COMMENCEMENT OF THE
PROCUREMENT PROCESS FOR A LEASED CITY VEHICLE, BY
M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH
ABSENT).**

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:22 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

Absent: Agency Member Carruth

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 9, 2015, REGULAR MEETING

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JUNE 9, 2015, REGULAR MEETING, BY M/VICE CHAIR KOGERMAN, S/AGENCY MEMBER BLOUNT.

APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER CARRUTH ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 8:23 p.m. All Council Members were present with the exception of Council Member Carruth.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

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

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

8. CITY COUNCIL MEMBER COMMENTS

MAYOR PRO TEMPORE KOGERMAN

Mayor Pro Tempore Kogerman reported that Vector Control changed their name to Orange County Mosquito and Vector Control.

Mayor Pro Tempore Kogerman announced that the Discovery Science Center has opened an exhibit on vector control. The Inspector Training Course teaches guests how to better protect their homes from vectors (mosquitos, rodents, flies, and ants) and vector-borne diseases through a digital scavenger hunt and guests can earn an Inspector's Badge. Mayor Pro Tempore Kogerman also provided information to David Chantarangsu, Community Development Director, mapping "green pools" in the City and inquired about involving Code Enforcement in the process.

COUNCIL MEMBER SEDGWICK

Council Member Sedgwick acknowledged City Manager Channing's efforts in trying to protect the governance of the Orange County Fire Authority.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert adjourned the City Council meeting at 8:27 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF JULY 14, 2015.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JULY 14, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$704,708.43.

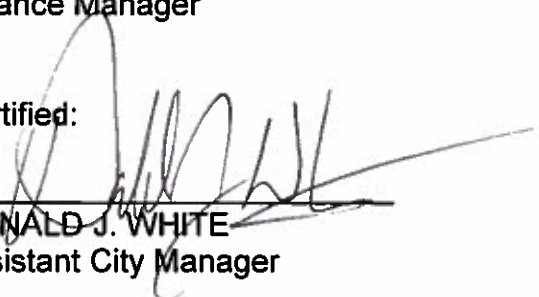
SUMMARY:

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

7-9-15
DATE

FISCAL IMPACT:

The warrant register total is \$704,708.43.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 07/14/15

Date: 07/09/2015

Time: 2:49 pm

Page: 1

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							
8809333	06/18/2015	Reconciled		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Adm, Jun '15	221.41
8809334	06/18/2015	Reconciled		C-0023	COX COMMUNICATION	T-1, WiFi, CC & Signal Sys,Jun	623.43
8809335	06/18/2015	Reconciled		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans,Jun	117.64
8809336	06/18/2015	Printed		M-1582	MERCURY INSURANCE	Claim Settlement	838.28
8809337	06/18/2015	Reconciled		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, May	10,584.66
8809338	06/18/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Grading Per., CR#44552	52.26
8809339	06/18/2015	Reconciled		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 50084	14.30
8809340	06/18/2015	Reconciled		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 49437	58.30
8809341	06/18/2015	Reconciled		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 50003	272.80
8809342	06/18/2015	Reconciled		R-1964	REFUND, COMMUNITY DEV FEES	Refund, Fire Fees, CR# 49189	58.30
8809343	06/18/2015	Reconciled		R-1964	REFUND, COMMUNITY DEV FEES	Refund, C&D Dep, CR# 50106	1,232.35
8809344	06/18/2015	Reconciled		R-1872	REFUND, COMMUNITY SVCS PROGRAM	C. Mogler, V# 2003451.002	50.00
8809345	06/18/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Advocates Lang., V#2003450.002	25.00
8809346	06/18/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Hill-ContrerasV#2003449.002	100.00
8809347	06/18/2015	Reconciled		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Sol Dance Co., V# 2003447.002	500.00
8809348	06/18/2015	Reconciled		R-1939	REYES, JANICE MATEO	Petty Cash Replenish,May - Jun	743.74
8809349	06/18/2015	Reconciled		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, May '15	260.56
8809350	06/18/2015	Reconciled		S-1949	SMART & FINAL	Marathon Supplies, CS, May '15	34.48
8809351	06/18/2015	Reconciled		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Jun '15	965.73
8809352	06/18/2015	Reconciled		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '15	9,279.89
8809353	06/18/2015	Reconciled		S-2250	SPARKLETT'S	Operating Supplies, CS,May '15	66.40
8809354	06/18/2015	Reconciled		S-1907	SPRINT	Communication Expense, CS,May	86.24
8809355	06/18/2015	Reconciled		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense,Jun	1,128.84
8809356	06/18/2015	Reconciled		V-2224	VERIZON WIRELESS	Communication Expense, May '15	881.22
8809357	06/25/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 5/24-6/06	3,324.24
8809358	06/25/2015	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Inspect, Parks, Jun	250.00
8809359	06/25/2015	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Com Svcs, TS	145.00
8809360	06/25/2015	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, May	2,526.00
8809361	06/25/2015	Reconciled		C-0301	CHANNING, BRUCE	Travel Reimbursement, Jun '15	35.00
8809362	06/25/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, May '15	58,516.71
8809363	06/25/2015	Printed		C-0313	CITY OF LAGUNA HILLS	Funding for Mgmt Services,CC	259,882.00
8809364	06/25/2015	Printed		C-1096	CODE PUBLISHING COMPANY, INC.	Municipal Code Update, Jun '15	817.30
8809365	06/25/2015	Reconciled		C-0023	COX COMMUNICATION	T1 Line- Community Center	314.43
8809366	06/25/2015	Reconciled		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, May '15	29.00
8809367	06/25/2015	Printed		D-0532	DDL TRAFFIC INC	Communications Equip., PS	18,368.00
8809368	06/25/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Jun '15	23.92
8809369	06/25/2015	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	1,400.00
8809370	06/25/2015	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	364.00
8809371	06/25/2015	Printed		G-0791	GORMAN, RON	Contract Inst Svcs, Guitar	252.00
8809372	06/25/2015	Reconciled		M-1546	MAILFINANCE, INC.	Lease - Mailing Equip,May-Jul	583.26
8809373	06/25/2015	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	585.20
8809374	06/25/2015	Printed		M-1528	MEDLOCK, GEORGE	Contract Instr Svcs, Drumming	68.60
8809375	06/25/2015	Reconciled		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Parks,Apr-May	3,211.69
8809376	06/25/2015	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Fire Fees Collected, SR 194738	195.00
8809377	06/25/2015	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, May '15	2,902.43

Check Register Report

Warrant Register 07/14/15

Date: 07/09/2015

Time: 2:49 pm

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CITY OF LAGUNA HILLS

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8809380	06/25/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund Permit Fees, CR# 49993	90.00
8809381	06/25/2015	Reconciled		R-1872	REFUND, COMMUNITY SVCS PROGRAM	M. Lane, V# 2003465.002	480.00
8809382	06/25/2015	Printed		R-1966	REFUND, FAC. SECURITY RENTAL	J. Monreal, V# 2003458.002	293.60
8809383	06/25/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	A. Palma, V# 2003461.002	500.00
8809384	06/25/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	J. Monreal, V# 2003459.002	450.00
8809385	06/25/2015	Reconciled		R-1889	REFUND, FACILITY RENTAL DEPOSIT	I. Fennessy, V# 2003463.002	112.50
8809386	06/25/2015	Printed		S-1957	SADDLEBACK VALLEY UNIFIED	Exp., Marathon & Youth Sports	172.00
8809387	06/25/2015	Reconciled		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Comm Ctr, May	29,324.13
8809388	06/25/2015	Reconciled		S-1904	SOUTHERN CALIFORNIA EDISON	Parks, May '15	27.93
8809389	06/25/2015	Printed		S-2095	STONE IMAGERY	Office Supplies, City Clk, Jun	37.80
8809390	06/25/2015	Printed		T-2002	TAB PRODUCTS COMPANY	Operating Supplies, Com Dev	388.82
8809391	06/25/2015	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, Jun '15	1,000.00
8809392	06/25/2015	Printed		U-2121	U.S. POSTAL SERVICE	Bulk Mail Permit	225.00
8809393	06/25/2015	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	175.00
8809394	06/25/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, May '15	2,712.00
8809395	06/25/2015	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, May	193.67
8809396	06/25/2015	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, May	16,496.58
8809397	06/25/2015	Printed		X-2400	XEROX CORPORATION	Copier Usage, May '15	1,135.50
8809398	07/02/2015	Printed		B-0377	BIG TOP RENTALS	Program Expense, 4th of July	3,608.88
8809399	07/02/2015	Printed		F-0714	FIREWORKS & STAGE FX AMERICA,	Final Pmt, 4th of July Display	13,200.00
8809400	07/02/2015	Printed		G-0772	GUADAGNO & SONS AMUSEMENTS	Program Expense, 4th of July	9,000.00
8809401	07/02/2015	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Jul '15	1,182.66
8809402	07/02/2015	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Jul	2,900.00
8809403	07/02/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 6/23-7/20	83.16
8809404	07/02/2015	Printed		M-1475	MUSCO SPORTS LIGHTING, LLC	Lighting Maint, Parks, Jul 15	1,700.00
8809405	07/02/2015	Printed		O-1525	OCCMA		1,080.00
8809407	07/02/2015	Printed		S-2259	STRAIGHT 78	Program Final Pmt, 4th of July	1,500.00
8809408	07/02/2015	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Jun '15	2,458.00
8809409	07/02/2015	Printed		A-0249	ALISO MEADOWS CONDOMINIUM ASN.	Pmt #5 14/15, Aliso Mead Rehab	8,000.00
8809410	07/02/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, Jun '15	63.02
8809411	07/02/2015	Printed		A-0309	AT&T- CALNET 2	Traf Sig, PW, Alarm, CC, Jun	83.00
8809412	07/02/2015	Printed		B-0304	BEE MAN, THE	Bee Removal, Parks, Jun '15	420.00
8809413	07/02/2015	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., ICSC, May	89.40
8809414	07/02/2015	Printed		S-2162	CARLSEN, SANDY	Mileage Reimb., Mar - Jun	28.82
8809415	07/02/2015	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Hardware & Software	2,214.95
8809417	07/02/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	1,232.73
8809418	07/02/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, May '15	4,389.82
8809419	07/02/2015	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CH, Jun '15	130.00
8809420	07/02/2015	Printed		D-0470	DAVID EVANS AND ASSOCIATES	Prof Svcs, GIS Updates, Jun	16,774.00
8809421	07/02/2015	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog, May	6,296.26
8809422	07/02/2015	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, May	7,273.82
8809423	07/02/2015	Printed		E-0588	ENVIRONMENTAL SYS RESEARCH, INS	Employee Training, GIS System	1,070.00
8809424	07/02/2015	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Sig Mgmt Svcs, May-Jun	13,844.89
8809425	07/02/2015	Printed		H-0804	HINDERLITER, DE LLAMAS & ASSOC	Sales Tax 2ndQtr, AuditSales4th	2,845.75
8809426	07/02/2015	Printed		H-0864	HONDO COMPANY, INC.	Progress Payment # 1, CIP #239	30,996.60
8809427	07/02/2015	Printed		J-1080	J & S CONSTRUCTION	Maintenance, Wayfinding Signs	5,590.00
8809428	07/02/2015	Printed		J-1057	JAMEY CLARK, INC.	Remove Graffiti, Repairs Inspect	2,505.80

7/14/2015 ITEM NO. 3.3

Check Register Report

Warrant Register 07/14/15

Date: 07/09/2015

Time: 2:49 pm

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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
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8809431	07/02/2015	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	84.00
8809432	07/02/2015	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	251.30
8809433	07/02/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape	2,527.50
8809434	07/02/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, Jun	816.59
8809435	07/02/2015	Printed		P-1802	PACIFIC TRAFFIC CONTROL, INC.	Program Expense, 1/2 Marathon	14,182.50
8809436	07/02/2015	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing	113.22
8809437	07/02/2015	Printed		Q-1704	QUICK CRETE PRODUCTS CORP.	Misc Park Maintenance, May '15	1,350.00
8809438	07/02/2015	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, Jun '15	119.27
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8809440	07/02/2015	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	B. Amy, V# 2003494.002	160.00
8809441	07/02/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Acacia Knolls, V# 2003484.002	250.00
8809442	07/02/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	SVUSD Ed, V# 2003486.002	500.00
8809443	07/02/2015	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Valencia PTA, V# 2003485.002	165.00
8809444	07/02/2015	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	547.77
8809445	07/02/2015	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Jun '15	624.18
8809446	07/02/2015	Printed		R-1855	RICHARD FISHER ASSOCIATES	Prof Fees,CIP# 239,240,513,410	26,561.68
8809447	07/02/2015	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Parks, Jun '15	1,560.00
8809448	07/02/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Jun '15	2,175.13
8809449	07/02/2015	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Svcs, CC & Admin, Jun	956.35
8809450	07/02/2015	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Jun '15	545.00
8809451	07/02/2015	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Jun '15	108.00
8809452	07/02/2015	Printed		U-2162	UNIVERSAL PROTECTION SECURITY	Security Camera Maint, CC	1,895.00
8809453	07/02/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Apr '15	1,537.00
8809454	07/02/2015	Printed		W-2389	WOLFE ENGINEERING & DESIGN	Engineering & Traffic Control	3,852.50
8809455	07/06/2015	Printed		A-0334	AGE WELL SENIOR SERVICES	CDBG Funds, Senior Center	65,227.00
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City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: RESPONSE TO THE 2014-2015 ORANGE COUNTY GRAND JURY REPORT
ENTITLED - "THE ORANGE COUNTY ANIMAL SHELTER: THE FACILITY,
THE FUNCTION, THE FUTURE"**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO
SIGN THE LETTER OF RESPONSE TO THE 2014-2015 ORANGE COUNTY GRAND
JURY REPORT ENTITLED - "THE ORANGE COUNTY ANIMAL SHELTER: THE
FACILITY, THE FUNCTION, THE FUTURE."**

SUMMARY:

The Orange County Grand Jury recently released a report regarding the Orange County Animal Shelter facility, which is attached to this staff report. State law requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under control of the agency within ninety (90) days of the report's release date. The Grand Jury has requested a response from the City of Laguna Hills in regards to its Recommendation No. 4 on page 11 of the attached Grand Jury report. Staff has prepared the attached proposed response to Recommendation No. 4 and is recommending that the City Council authorize the Mayor to sign the response and send it to the Presiding Judge of the Superior Court. Staff has been working under a long-standing policy directive from the City Council to work with the County of Orange and other contract cities to facilitate the planning and construction of a new County animal shelter at the former Tustin Marine Corps Air Base. The planning and construction of the new shelter is tied directly to the transfer of land from the Department of the Navy.

ATTACHMENTS:

- 2014-2015 Orange County Grand Jury Report – "The Orange County Animal Shelter: The Facility, The Function, The Future"
- Response to Orange County Grand Jury Report

THE ORANGE COUNTY ANIMAL SHELTER: THE FACILITY, THE FUNCTION, THE FUTURE

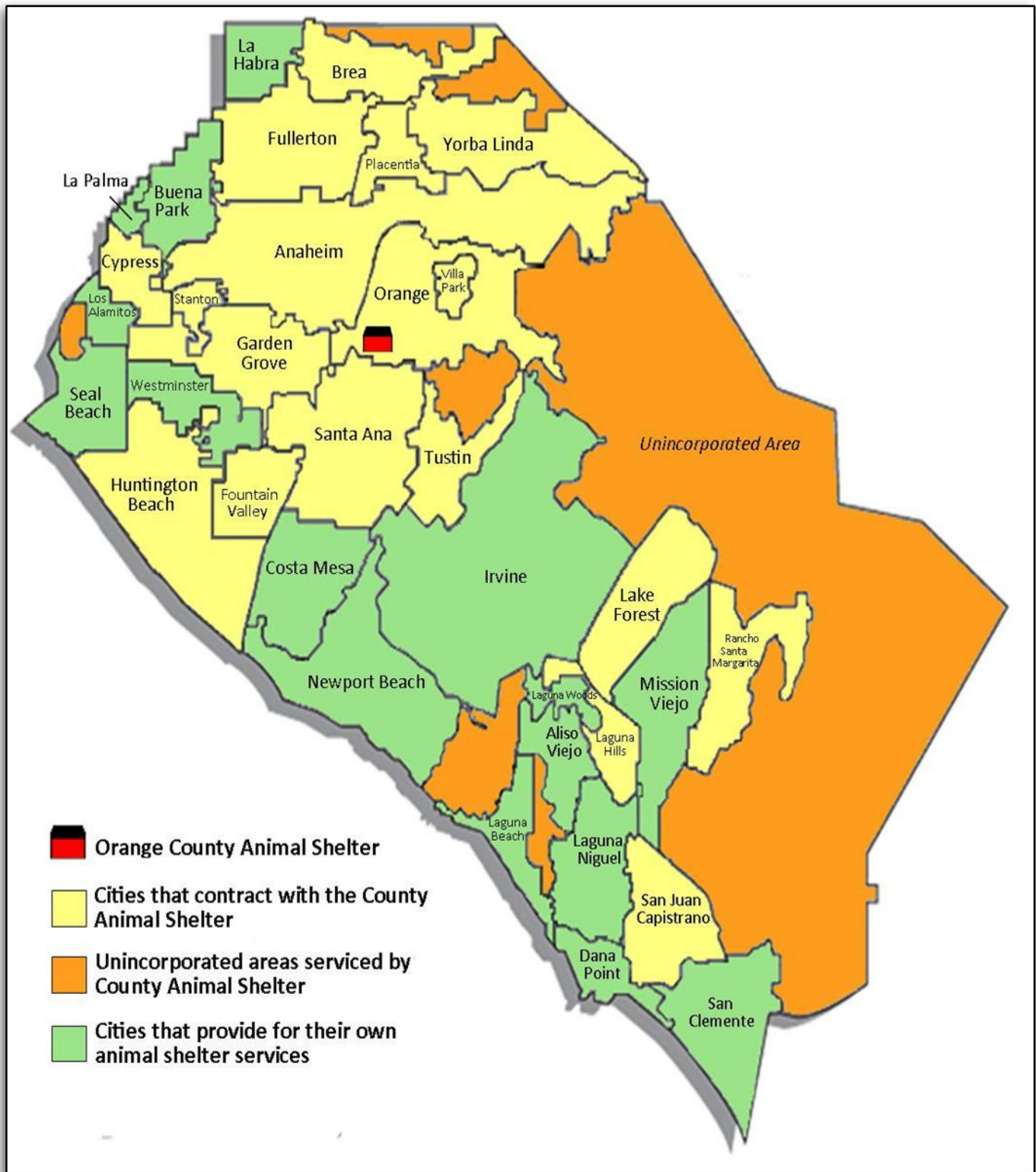


GRAND JURY 2014-2015

“Ever occur to you why some of us can be this much concerned with animals suffering? Because government is not. Why not? Because animals do not vote.”
Paul Harvey

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County and City Service Areas for Animal Shelter

EXECUTIVE SUMMARY

Orange County Animal Care (OCAC) is charged with caring for lost and abandoned animals from the unincorporated areas of Orange County (County) as well as from the 18 cities that contract with the County for animal shelter services. The Orange County Animal Shelter (Animal Shelter) was built seven decades ago. Today, the 74-year-old facility is rundown, overcrowded, and unable to sustain the primary responsibility of OCAC: compassionate care of the County's companion animals. The old, dilapidated, inadequate facility fails to provide a safe, clean environment for staff, volunteers, and the public, and it is unable to provide adequate care of the animals.

For more than 20 years, the Orange County Board of Supervisors (BOS) has been keenly aware of the real and immediate need for a new shelter facility. In fact, in 1995 the BOS set aside seed money (\$5 million) for the construction of a new animal shelter and directed County executives to move forward with the project. To date, nothing substantive has been accomplished toward achievement of this task.

In 1999, when the United States Marine Corps closed the Tustin Air Station, the County agreed to accept from the Department of the Navy (DoN) a five-acre site at the Marine base for a future animal shelter facility. However, long-lingering environmental clean-up issues still need to be addressed by the DoN before conveyance of the property can take place. Environmental mitigation of contaminated ground water at the site has been underway for 15 years, and the DoN cannot even predict a completion date. Meanwhile, the County has deferred any action with regard to the new shelter, preferring to wait for completion of the DoN's clean-up of the Tustin site. The County has no backup plan or secondary site selected despite possible locations such as County-owned property at the James A. Musick Facility, County-owned property at the Irvine Great Park, or sites in unincorporated Ladera Ranch.

BACKGROUND

Eighteen Orange County cities contract with the County of Orange Community Resources Department (OCCR) for shelter services. These contracts are "evergreen" (automatically renewing), but either party may opt out with a six-month notice. The remaining 16 county cities either have their own shelter, or contract with other cities, or humane groups for animal care services.

In 1941, the County built the Orange County Animal Shelter (Animal Shelter) on County-owned property in the City of Orange to serve a County human population of 200,000. Today, the combined population of the 18 contract cities plus the unincorporated areas of the County served by the Animal Shelter is ten times larger: 2,100,000 (US Census Bureau 2010, 2013). The Census estimates that this population reflects approximately *350,000 households with at least one pet* (US Census State & County Quick Facts, 2013).

Every California county with a population exceeding 500,000 has more than one animal shelter facility. (Alphabetical List, 2014) Orange County is the exception, having one shelter facility despite the geographic and demographic need for multiple shelters.

The Animal Shelter facility is 74 years old and is in utter disrepair. Over time, the shelter's expansion has been limited to the piecemeal placement of sheds, gazebos, lean-tos, trailers, and miscellaneous pre-fabricated units. Structural integrity, cleanliness, and sanitation continue to be compromised and pose serious risks to human as well as animal health (JVR Shelter Strategies, 2014; UC Davis Report, 2008).

The 2014/15 budget for OCAC is \$17,862,307. OCAC is virtually self-supporting through fees generated from the 18 contract cities and the unincorporated areas with occasional contributions from the County's general fund.. The contract cities pay the County for services provided, primarily picking up of dead or injured animals and animal licensing services. The contracting city also pays the County for its stray animals that are impounded at the Animal Shelter. The cities are billed by the County in arrears for these services on a quarterly basis. These fees do not cover the costs of any capital outlay. Thus, the contracting cities do not contribute toward the costs of animal shelter structures, buildings, kennels, or the veterinarian medical clinic. When contacted by the Grand Jury in connection with this report, several of the contract cities explained that they had explored the feasibility of establishing their own animal shelter facility but had found this alternative to be more costly than continuing to contract with the County.

REASON FOR THE STUDY

1. There have been three prior Grand Jury reports discussing the need for a new Animal Shelter facility:
 - a. The 1999/2000 OC Grand Jury report observed: "The Animal Care facility is aging badly...a new facility should be state of the art...." (Orange County Grand Jury, 2000)
 - b. Finding #13 of the 2003/04 OC Grand Jury report stated "Unless Animal Care Services (ACS) is able to provide for the expansion of the Animal Shelter, ACS may have to limit the services it provides or the number of animals it accommodates." In response, the County disagreed wholly with the finding and stated that "the recommendation will not be implemented because it is *not warranted*." (Italics added.) (Orange County Grand Jury, 2004)
 - c. Finding #2 of the 2007-2008 OC Grand Jury report states, "The Orange County Animal Shelter is faced with a growing animal population problem that exceeds the capacity of the County Shelter...." In response, the County concurred with this Finding. (Orange County Grand Jury, 2008)
2. The Grand Jury received complaints during its initial inquiry from County residents, from current and former shelter employees (including high level animal shelter staff), and from County humane organizations asking the Grand Jury to investigate.
3. The Grand Jury received statements from some of the OCAC contract cities that they may pursue other shelter options due to the County's inaction and delays relative to construction of a new shelter facility.

METHODOLOGY

The Grand Jury interviewed a number of public officials, conducted site visits to local shelters, and researched existing studies and reports on animal care in Orange County and other California counties. Analysis and confirmation of facts led to detailed findings and conclusions. The following lists provide specific examples of key contact sources evaluated in generating this report.

Interviews

1. Current and former OCAC employees and staff, executive management of the shelter, veterinarians, and contract veterinarians;
2. County executives, including representatives from the offices of the Chief Financial Officer, the County Executive Officer, the OCCR Department, the OC Performance Auditor, and the Auditor-Controller;
3. Vector Control staff;
4. OC Health Care medical staff;
5. Representatives of the County of Los Angeles animal care shelters;
6. Department of the Navy's Base Reallocation and Closure (BRAC) officials;
7. California Department of Toxic Substances Control; and
8. Officials of the County of Riverside Animal Shelter Services.

Site Visits

1. The Orange County Animal Shelter;
2. The Riverside County (Jurupa) Animal Shelter; and
3. The City of Mission Viejo Animal Shelter.

Previous Grand Jury Reports

The subject of Orange County Animal Care has been of interest to previous Grand Juries and reviewed in the following Grand Jury reports:

1. 1999/2000 "We Can Do Better...Improving Animal Care in Orange County."
2. 2003/2004 "The Orange County Animal Shelter– Are Improvements Needed?"
3. 2007/2008 "Is Orange County Going To The Dogs?"

Independent Reports on the OC Animal Shelter

1. UC Davis 2007, "The UC Davis Koret Shelter Medicine Program, Final Consultation Report, February 2, 2008" (UC Davis, 2007);

2. JVR Shelter Strategies, “Orange County Animal Care, Shelter Consultation Summary, June 16, 2014” (Robertson, 2014);
3. Performance Audit report ordered by the OC Board of Supervisors in May, 2014, and submitted to OC Internal Audit in October, 2014; and
4. Vector Control investigative reports (multiple) in 2012, 2013 & 2014.

Internet

1. U. S. Census 2010 and 2013; (US Census Bureau 2010, 2013)
2. 58 county animal care websites in California.

INVESTIGATION & ANALYSIS

In 1995, the BOS set aside \$5 million in seed money for the design and construction of a new animal shelter. There were a series of debits to this fund at a time when the animal care function was a division of the OC Health Care Agency. These debits were for preliminary consultant studies regarding possible facility designs, an environmental study, and architectural designs: all of which were ultimately abandoned. The remaining balance in the set-aside fund is now \$4.4 million.

In FY 2007/08, Animal Care Services was transferred from its historic home in the OC Health Care Agency to become a division of the newly created OCCR, and re-named Orange County Animal Care. OCCR assumed responsibility for all animal care services as well as for the development of a plan for a new shelter, obtaining participation agreements with the contracting cities, and constructing and operating a new facility or facilities. From 2007 to the present, however, no preliminary design, schematic plan, or conceptual drawings have been developed by OCCR for presentation to any of the contracting cities or to the BOS.

The Grand Jury contacted all of the 18 contracting cities, with the majority responding; and, discovered that they have declined to make any firm commitment to the County to pay their pro-rata share of the capital costs of constructing a new shelter without seeing the scope of the project. The County maintains it cannot afford to build a new facility unless the contracting cities make a commitment to fund the project. This Grand Jury then asked architectural design firms that specialize in animal shelter projects what a preliminary design might cost, and was told that, depending on the scope of the project (square footage, building footprint, site configuration, etc.), costs would range between \$25,000 and \$50,000. Thus, an extremely small portion of the \$5 million set-aside for the design and construction of a new shelter could have been expended to prepare schematic designs and conceptual drawings for presentation to cities throughout the County. Two County executives admitted to the Grand Jury that schematic plans and preliminary drawings of a new shelter would be quite helpful in presenting a proposal to the 18 contract cities and getting them to “buy into the project,” but it had not occurred to the OCCR to have such preliminary designs prepared. The County and the 18 cities need to meet and discuss the design elements, but the County has made no attempt to initiate this process.

County officials have been pursuing an opportunity for a new shelter facility at the former United States Marine Corps Air Station-Tustin (MCAS-Tustin) for 15 years. Environmental clean-up of contaminated ground water at the site has delayed, and continues to delay conveyance of the site, from the DoN to the County. Representatives of the DoN have explained to the Grand Jury that while environmental mitigation at the site continues, there is no way to predict exactly when the site will be conveyed. The County has focused on the MCAS-Tustin site to the exclusion of any other potential site for a new facility. No site other than MCAS-Tustin, including any County-owned property, has been explored or seriously considered.

The DoN established the Restoration Advisory Board (RAB), when environmental mitigation began at MCAS-Tustin, to provide periodic updates regarding clean-up impacts to interested parties, such as the Community College District, the City of Tustin, and other entities to whom parcels would be conveyed upon completion of environmental mitigation. The Grand Jury has been unable to locate a record of any County of Orange representative ever attending these meetings.

Structural additions, alterations, and modifications at the Animal Shelter have occurred over the years. The City of Orange Community Development Department was not able to locate documentation of building permit issuance to the County for these structural additions, alterations, and modifications. This situation exposes the County to potential Uniform Building Code/California Title 24 violations and to other potential liabilities.

The 74-year-old main structure is built of unreinforced brick, and it seems doubtful the structure would survive any seismic event. One member of the BOS has explained to the Grand Jury that the County is unable to inspect the roof of the main structure for fear of its collapse.

There are no standard or regularly scheduled inspections of the Animal Shelter. The Grand Jury has found evidence of only one inspection ever conducted at the shelter: in December 2008, the California State Board of Veterinary Examiners inspected the veterinary clinic only, but not the entire facility. The veterinary clinic is a very small portion of the facility and would not be determinative in identifying shortcomings of the facility as a whole.

Section IV of the standard contract between the County and the 18 cities states, "The parties agree that there shall be a Financial/Operational Advisory Board to advise (the) County's Director of Animal Care on financial and operational matters...and to communicate with the Orange County City Manager's Association (OCCMA)." The seven members of the Advisory Board have been perpetually from the same cities and do not rotate among the 18 contract cities. The Advisory Board is scheduled to meet bimonthly and does not keep minutes.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2014-2015 County of Orange Grand Jury requires responses from each agency affected by

the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its examination of the Agencies and Departments within the County of Orange government, the 2014-2015 Grand Jury has arrived at four principal findings, as follows:

- F-1** The Grand Jury has concluded that the County's lack of leadership, lack of commitment to animal care, and the prioritization of other Orange County Community Resources Department functions ahead of Orange County Animal Care are the primary reasons for failure to address the need of new Animal Shelter facilities.
- F-2** The 18 cities that contract with Orange County Animal Care for shelter services have not had an opportunity to contribute to capital costs for a new Animal Shelter facility, or facilities, because they have not been shown any conceptual plans or drawings of planned projects with cost estimates.
- F-3** The County has not developed any viable conceptual plan for a new animal shelter facility at the Marine Corps Air Station-Tustin, or at any other location, for presentation to the 18 contracting cities despite the cities' need to see plans before committing to support the project.
- F-4** Multiple county animal shelters are the standard throughout California counties of similar geographic size and population. In the event of a shutdown at the Orange County Animal Shelter because of quarantine, earthquake, or other disaster, animal-care services in the unincorporated areas of Orange County and the contract cities would cease.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2014-15 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation of Orange County Animal Care, the 2014-2015 Orange County Grand Jury makes the following four recommendations:

- R-1** The Orange County Board of Supervisors, County Executive Officer, and Director of Community Resources should place a high priority on the design and construction of new, adequately sized, staffed, and funded animal shelter facilities; and should pursue this long overdue project until such time that construction is completed. **(F-1, F-4)**
- R-2** The Orange County Board of Supervisors should investigate and analyze the advisability and feasibility of selecting two or three sites for construction of animal care shelters to provide services accessible to all parts of the County. **(F-4)**

- R-3** The Orange County Executive Officer should seriously evaluate designating a staff member with the assignment of facilitating the construction of a new Animal Shelter. This individual's tasks should include negotiating with the contracting cities for their capital contributions, release of requests for proposals for building and site designs, coordination with the Board of Supervisors for the County to self-finance the project, and any other project-manager tasks needed for the successful creation of a new shelter or shelters. **(F-1, F-2, F-3, F-4)**
- R-4** The 18 contracting cities need to review their long-term commitment to be part of Orange County Animal Care as opposed to pursuing animal-care opportunities on their own or joining with neighboring cities that have shelters. The contracting cities need to demand that the County provide them a viable plan with cost and schedule estimates for a new facility or facilities to evaluate as part of their commitment review. **(F-4)**

REQUIRED RESPONSES

The California Penal Code section 933 requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such comment shall be made within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code section 933.05 (a), (b), (c), details, as follows, the manner in which such comment(s) are to be made:

- (a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.
- (b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for

the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision making aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code section 933.05 are required from:

Requested Responses:

Responses to **F-1** and **F-4** are requested from the County Executive Officer.

Responses to **F-1, F-2, F-3, and F-4** are requested from the Director of Orange County Community Resources.

Responses to Recommendations **R-1** and **R-3** are requested from the County Executive Officer.

Required Responses:

Response to **F-4** is required from the Orange County Board of Supervisors.

Responses to Recommendations **R-1** and **R-2** are required from the County Board of Supervisors.

Responses to Recommendation **R-4** are required from the Mayors of the 18 Animal Shelter contract cities (listed below):

The City of Anaheim

The City of Brea

The City of Cypress

The City of Fountain Valley

The City of Fullerton

The City of Garden Grove

The City of Huntington Beach

The City of Laguna Hills

The City of Lake Forest

The City of Orange

The City of Placentia

The City of Rancho Santa Margarita

The City of San Juan Capistrano

The City of Santa Ana

The City of Stanton

The City of Tustin

The City of Villa Park

The City of Yorba Linda

See also Response Matrix below for summary of required responses.

The Orange County Animal Shelter: The Facility, The Function, The Future

<u>RESPONSE MATRIX</u>									
<u>RESPONDENTS</u>		<u>Findings</u>				<u>Recommendations</u>			
		<u>F1</u>	<u>F2</u>	<u>F3</u>	<u>F4</u>	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>
1	County Chief Executive Officer	X			X	X		X	
2	Director of Orange County Community Resources	X	X	X	X				
3	Orange County Board of Supervisors				X	X	X		
4	Mayor City of Anaheim								X
5	Mayor City of Brea								X
6	Mayor City of Cypress								X
7	Mayor City of Fountain Valley								X
8	Mayor City of Fullerton								X
9	Mayor City of Garden Grove								X
10	Mayor City of Huntington Beach								X
11	Mayor City of Laguna Hills								X
12	Mayor City of Lake Forest								X
13	Mayor City of Orange								X
14	Mayor City of Placentia								X
15	Mayor City of Rancho Santa Margarita								X
16	Mayor City of San Juan Capistrano								X
17	Mayor City of Santa Ana								X
18	Mayor City of Stanton								X
19	Mayor City of Tustin								X
20	Mayor City of Villa Park								X
21	Mayor City of Yorba Linda								X

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CITY OF LAGUNA HILLS

City Council

MAYOR

Dore J. Gilbert, M.D.
MAYOR PRO TEMPORE
Barbara Kogerman

July 14, 2015

COUNCIL MEMBERS

Andrew Blount
Melody Carruth
Don Sedgwick

The Honorable Glenda Sanders
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

**Re: California Penal Code Section 933 Response to the Orange County Grand Jury Report,
"The Orange County Animal Shelter: The Facility, The Function, The Future"**

Dear Judge Sanders:

As requested by the Orange County Grand Jury letter dated May 13, 2015, the City of Laguna Hills is responding to Recommendation No. 4 of the Grand Jury Report entitled, "The Orange County Animal Shelter: The Facility, The Function, The Future."

GRAND JURY RECOMMENDATIONS

R4. The 18 contracting cities need to review their long-term commitment to be part of Orange County Animal Care as opposed to pursuing animal-care opportunities on their own or joining with neighboring cities that have shelters. The contracting cities need to demand that the County provide them a viable plan with cost and schedule estimates for a new facility or facilities to evaluate as part of their commitment review. (F-4)

Response:

The recommendation has not been implemented, but will be implemented in the future. The time frame for implementation is dependent on the Department of the Navy's completion of the following: 1) environmental documentation; 2) making the Finding of Suitability to Transfer

(FOST); and, 3) the processing of all necessary documentation to transfer land at the former Tustin Marine Corps Air Station to the County of Orange.

Should you have any questions or need additional information, please contact Donald J. White, Assistant City Manager, at (949) 707-2610.

Sincerely,

Dore J. Gilbert, M.D.
Mayor

Cc: Paul S. Borzick
Foreman, 2014-15 Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: ADOPTION OF THE 2015/2016 CIVIC CENTER BUDGET

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND ADOPT THE 2015/2016 CIVIC CENTER BUDGET.

SUMMARY:

The Laguna Hills Civic Center is an enterprise/proprietary fund operation of the City. Altogether, there are 51,970 square feet of leasable space in the Civic Center. The City occupies 20,843 square feet and leases out 31,127 square feet. For Fiscal Year 2015/2016, staff is recommending a budget that will generate a Net Income of \$58,017. The proposed budget also includes capital expenditures of \$405,000 to be funded by the Capital Reserve Fund and a General Fund contribution.

BACKGROUND:

Attached to this agenda report is the proposed 2015/2016 Civic Center Budget. This budget is based on the following leasing assumptions:

- The Banc of California will begin making lease payments for Suite 130 in October 2015 under an approved and executed lease.
- Suite 160 will remain vacant.
- Suite 203 will be leased effective January 1, 2016.
- The County of Orange will renew their lease for the South County Clerk-Recorder's Office.

These assumptions are significant since they can trigger not only the start of a new revenue stream but also tenant improvement and leasing commission costs.

The budget includes a \$405,000 appropriation for capital projects. This includes \$300,000 for the refurbishment of the parking lot pavements, repair of sidewalks and curbs, updating

the Access Ramps to current ADA standards, and drainage improvements. The balance is for tenant improvement allowances and leasing costs. Staff is proposing to fund these projects with a \$300,000 transfer from the Civic Center reserve fund and a \$100,000 transfer from the General Fund.

FISCAL IMPACT:

For this current fiscal year, enterprise operations at the Civic Center required an unplanned contribution from the General Fund of \$50,000. This was related to a \$90,415 write-off of bad debt from prior years.

The proposed 2015/2016 Civic Center Budget projects a Net Operating Income of \$80,059 and a net cash flow of \$53,017.

ATTACHMENTS:

- 2015/2016 Civic Center Budget

Laguna Hills Civic Center
2015/2016 Budget

	Adopted Budget 2014/2015	Estimated Actuals 2014/2015	Proposed Budget 2015/2016
Rental Income	1,083,663	1,037,257	1,088,447
Contra Revenue	(549,965)	(549,965)	(549,965)
CAM Income	68,506	68,483	68,751
Contra CAM	(58,732)	(58,732)	(60,337)
CAM Rec Revenue	-	-	-
Other	<u>-</u>	<u>1,456</u>	<u>-</u>
Total Revenue	543,472	498,499	546,896
Direct Operating Expenses	<u>(455,772)</u>	<u>(447,704)</u>	<u>(466,837)</u>
Net Operating Income	\$ 87,700	\$ 50,795	\$ 80,059
Indirect Operating Expenses	<u>(20,666)</u>	<u>(127,049)</u>	<u>(22,042)</u>
Net Income	67,034	(76,254)	58,017
Capital Expenses	(180,502)	26,822	(405,000)
Net Cash Flow After Capital	(113,468)	(49,432)	(346,983)
General Fund Contribution	-	50,000	100,000
Capital Reserve Fund	138,454	-	300,000
Grant Monies	-	-	-
Enterprise Fund Cash	-	-	-
Distribution to General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Civic Center Net Cash Flow	24,986	568	53,017



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: FIRST AMENDMENT TO OPERATING MEMORANDUM NO. 1 TO
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS
AND LAGUNA HILLS INVESTMENT COMPANY (OAKBROOK VILLAGE
PROJECT)**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND AUTHORIZE
THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO OPERATING
MEMORANDUM NO. 1 TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
LAGUNA HILLS AND THE LAGUNA HILLS INVESTMENT COMPANY.**

SUMMARY:

A Development Agreement between the City of Laguna Hills (City) and the Laguna Hills Investment Company (Owner) became effective on December 28, 2012. The Development Agreement contemplates a close degree of cooperation and flexibility between the City and the Owner. Such arrangements may come in the form of Operating Memoranda or amendments to the Development Agreement. Such a circumstance arose about one year ago related to the Owner's public art requirements as set forth in the Urban Village Specific Plan, the Conditions of Approval, and the Development Agreement. One of the problems that arose was the timing of the completion of the installation of the public art prior to the issuance of the first occupancy permits. The City and the Owner solved this problem through Operating Memorandum No. 1, which was approved by the City Council on July 8, 2014. Under Operating Memorandum No. 1, the deadline for the installation of the public art was moved from the first residential certificate of occupancy to the last residential certificate of occupancy. Over the course of the last year, staff has been working with the Owner on the development of a final public art plan, the consideration and approval of which is on the Planning Agency's agenda at this same meeting. Given the time that has lapsed, the required fabrication lead-time, and the timely progress of construction of the residential units, it is logistically impossible to have the public art installed prior to the issuance of the last residential certificate of occupancy. To remedy this dilemma, staff and the Owner have negotiated a First Amendment to

Operating Memorandum No. 1, to simply require that the public art be installed prior to October 31, 2016. Staff is recommending approval.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of the First Amendment to Operating Memorandum No. 1.

ATTACHMENTS:

- First Amendment to Operating Memorandum No. 1

**FIRST AMENDMENT TO OPERATING MEMORANDUM NO. 1
TO
DEVELOPMENT AGREEMENT**

This First Amendment to Operating Memorandum No. 1 to Development Agreement ("First Amendment") is made as of this ____ day of June, 2015, by and between the City of Laguna Hills, a municipal corporation duly organized and existing under the Constitution and laws of the State of California ("City") and Laguna Hills Investment Company, a Delaware limited partnership, and Oakbrook Urban Village I, LLC, a Delaware limited liability company (hereinafter collectively referred to as "Owner").

Recitals

A. City and Laguna Hills Investment Company are parties to that certain Development Agreement, which was approved pursuant to City Council Ordinance No. 2012-4 on November 27, 2012, became effective December 28, 2012, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on January 2, 2013, as Document No. 2013000002329 (the "Development Agreement").

B. In accordance with Section 13.5 of the Development Agreement, City and Owner entered into that certain Operating Memorandum No. 1 to Development Agreement between the City of Laguna Hills and Laguna Hills Investment Company dated July 8, 2014 (the "Operating Memorandum").

C. City and Owner now desire to amend the Operating Memorandum in the manner set forth herein.

NOW, THEREFORE, City and Owner agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Capitalized Terms.** Unless otherwise specified herein, all capitalized terms in this First Amendment shall have the meaning(s) set forth for the same in the Operating Memorandum.

3. **Modification of Section 3.4.** Section 3.4 of the Operating Memorandum is hereby amended and restated in its entirety to read as follows:

"3.4 **Contracting For and Installation of Approved Public Art.** Provided the City's Planning Agency approves the Final Public Art Plan submitted by Owners, Owners shall promptly proceed with contracting for the fabrication, furnishing, and installation of the public art included within the approved Final Public Art Plan. The public art for Phase 1 specified in the approved Final Public Art Plan shall be furnished and installed by Owners prior to October 31, 2016."

4. Full Force and Effect; Counterparts. Except as modified by this First Amendment, the parties hereby confirm that all provisions of the Operating Memorandum shall and do remain in full force and effect. This First Amendment shall be binding on the parties hereto and their respective successors and assigns. This First Amendment 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.

5. Governing Law. This First Amendment shall be interpreted in accordance with the laws of the State of California.

6. Authority to Execute. The person(s) executing this First Amendment on behalf of Owners represent and warrant that he/she/they has/have the authority to execute this First Amendment on behalf of his/her/their corporate entity/partnership and represent(s) and warrant(s) that he/she/they has/have the authority to bind Owners and the performance of Owners' obligations hereunder.

[Signature page to follow]

IN WITNESS WHEREOF, City and Owners have executed this First Amendment as of the date and year first written above.

“CITY”

CITY OF LAGUNA HILLS,
a California municipal corporation

By: _____
Bruce E. Channing
City Manager

ATTEST:

Peggy Johns,
City Clerk

APPROVED AS TO FORM:

Gregory E Simonian,
City Attorney

“OWNERS”

LAGUNA HILLS INVESTMENT COMPANY,
a Delaware limited partnership

By: FRITZ DUDA COMPANY,
a Texas corporation,
Its General Partner

By: _____
Fritz L. Duda
President

OAKBROOK URBAN VILLAGE I, LLC,
a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
Its Development Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Signature _____

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State of California)
County of Orange)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 1 FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$30,996.60, TO HONDO COMPANY, INC., FOR STOCKPORT PARK RENOVATION PROJECT, CIP NO. 239-B.

SUMMARY:

Work on the Stockport Park Renovation Project, CIP No. 239-B, began on May 4, 2015, and is being performed by Hondo Company, Inc. Work performed in May and June included clearing and grubbing, demolition, construction of a drainage sump, construction of concrete curbs, and a concrete seat wall. The contractor has submitted the first progress payment request for approval.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing, grubbing and demolition	0.7	LS	\$13,900.00	\$9,730.00
2	Crushed aggregate base	223	CY	\$48.00	\$10,704.00
3	Construct drainage sump	1	LS	\$900.00	\$900.00

Progress Payment No. 1
 Stockport Park Renovation Project, CIP No. 239-B
 July 14, 2015
 Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
5A	8" Concrete curb at Play Equip	28	LF	\$78.00	\$2,184.00
5B	8" Concrete curb at Play Sand	30	LF	\$89.00	\$2,670.00
6	Cut and grind concrete curb	2	EA	\$1,350.00	\$2,700.00
7	Concrete seat wall	12	LF	\$95.00	\$1,140.00
14	Purchase & install new trash receptacles	2	EA	\$1,300.00	\$2,600.00

Total to Date	\$32,628.00	
Less Prior Billing	<u>\$ 0.00</u>	
Total This Period	\$32,628.00	\$32,628.00
Less 5% Retention		<u>\$(1,631.40)</u>
Due		\$30,996.60

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Stockport Park Renovation Project, CIP No. 239-B.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRUCE E. CHANNING
CITY MANAGER

**ISSUE: THIRD AMENDMENT TO THE ORANGE COUNTY FIRE AUTHORITY JOINT
POWERS AUTHORITY AGREEMENT**

**RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION
ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA
HILLS, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE ORANGE
COUNTY FIRE AUTHORITY AMENDED JOINT POWERS AUTHORITY AGREEMENT,
AND AUTHORIZING ITS EXECUTION;" AND (2) AUTHORIZE THE MAYOR TO SIGN
THE AMENDMENT.**

SUMMARY:

During discussions related to the composition of the Orange County Fire Authority (OCFA) Board of Directors it was determined that the provisions allowing for alternate Directors could be eliminated. The current members of the OCFA Board of Directors believe this to be an appropriate change and have voted to circulate to all the member agencies a proposed amendment to the Joint Powers Authority (JPA) Agreement. Consequently, staff is recommending that City Council consider and adopt the attached Resolution and authorize the Mayor to sign the Amendment. It should be noted that in order to become effective the Amendment must be approved by at least two-thirds of the member agencies' governing bodies.

BACKGROUND:

The OCFA was formed in 1995 to provide regional fire protection and related services to the County of Orange and 18 member cities. Subsequent to its formation, six additional cities have become members of the OCFA. The original JPA Agreement was amended on September 23, 1999, and renewed in 2010 by the First Amendment, which provided for a term that runs through 2030. In 2013, OCFA's members approved a Second Amendment to the Amended JPA which amended several provisions to promote financing equity among the members.

Purpose of the Third Amendment

Since formation of the OCFA in 1995, the JPA Agreement has provided for each member agency to have representation on the OCFA Board of Directors. This provision was key to the formation of the OCFA, as discussed in an early feasibility study in 1991 regarding the formation of a regional Orange County Fire Agency, which stated:

“Provide equal agency representation on a governing board, regardless of participant size, to address cost, expenditure, equity, and service level issues.”

In addition to providing for each member agency to appoint a representative to act as its Director on the OCFA Board, the JPA Agreement also provides for each member agency to appoint an alternate to act in each Director’s absence.

In discussing AB 1217 (Daly), which would reduce member agency representation on the OCFA Board, a majority of the Board concluded that representation of every member agency on the Board remains critically important; however, a majority of the Board also concluded that the provision for alternate Directors could be eliminated. OCFA’s primary Directors have a long history of good attendance at Board meetings. When a Director is occasionally unable to attend, they rarely request their alternate to attend on their behalf since the alternate may be less informed on the complex or sensitive topics for consideration.

As a result of this dialogue, the OCFA Board of Directors directed its General Counsel to: (1) draft a proposed Amendment to the JPA Agreement which would eliminate alternate directors; and (2) after approval from the OCFA Board of Directors, submit the proposed Amendment to the governing bodies of OCFA’s member agencies for actual approval. Per this direction, OCFA’s General Counsel drafted the Third Amendment, amending Article II, Sections 2 and 5 of the 1999 Amended JPA Agreement, and the OCFA Board of Directors reviewed the Amendment at a Special Meeting on July 1, 2015.

In order to become effective, the Third Amendment must be approved by at least two-thirds (e.g., 16 of 24) of the member agencies’ governing bodies.

ATTACHMENTS:

- Resolution
- Third Amendment

RESOLUTION NO. 2015-07-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE ORANGE COUNTY FIRE AUTHORITY AMENDED JOINT POWERS AUTHORITY AGREEMENT, AND AUTHORIZING ITS EXECUTION

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

WHEREAS, the Orange County Fire Authority (OCFA) is a California Joint Powers Authority that was formed in 1995 to provide regional fire protection and related services to the County of Orange and its member cities; and

WHEREAS, the original JPA agreement was amended by an "Amended Joint Powers Authority Agreement" ("Amended JPA Agreement") on September 23, 1999, and the Amended JPA Agreement was subsequently amended; and

WHEREAS, the City of Laguna Hills is a member of the OCFA and is represented on the OCFA Board by a Director selected by the Laguna Hills City Council; and

WHEREAS, in addition to appointing a Director on the OCFA Board, the Amended JPA Agreement provides for each member to appoint an alternate to act in the Director's absence; and

WHEREAS, the OCFA Board has requested that the City Council consider the attached "Third Amendment to Amended Joint Powers Authority Agreement" to eliminate alternate Board members; and

WHEREAS, when a Director is occasionally unable to attend, they rarely request their alternate to attend on their behalf since the alternate may be less informed on the complex or sensitive topics for Board consideration.

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

SECTION 1. The City Council hereby approves and authorizes the execution of the "Third Amendment to Amended Joint Powers Authority Agreement," a copy of which is attached hereto as Exhibit "1".

PASSED, APPROVED, AND ADOPTED this 14th day of July 2015.

DORE J. GILBERT, M.D., 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.
2015-07-14-x adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 14th day of July 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT
ORANGE COUNTY FIRE AUTHORITY

This Third Amendment ("Third Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority").

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, on July 1, 2010, the members entered into a First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the members entered into the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. Litigation has been filed by the County challenging the validity of the Second Amendment, and the litigation remains unresolved as of the date of this Third Amendment;

WHEREAS, the parties wish to adopt this Third Amendment to eliminate alternative Board directors;

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

AGREEMENT

1. *Article II, Section 2 of the 1999 Amended Agreement shall be amended to read as follows:*

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. ~~Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate~~

may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

2. *Article II, Section 5 of the 1999 Amended Agreement shall be amended to read as follows:*

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, ~~or alternate in the absence of any voting Director,~~ shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

3. **Effective Date.** *This Third Amendment requires the approval of at least two thirds of the members to go into effect, and it shall be effective on the date of approval by a sixteenth member.*

CITY OF LAGUNA HILLS

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

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

Phone: (949) 707-2600
Fax: (949) 707-2614

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: CONTRACT WITH COUNTY OF ORANGE FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015/2016**

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

SUMMARY:

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

Staff recommends that City Council approve the draft contract with the County of Orange documenting the use and limitations associated with the funds and authorize the Mayor and City Manager to electronically execute the Contract.

BACKGROUND:

The County of Orange is responsible for administering all programs for those cities who participate in the Urban County Program including the CDBG program. The Urban County consists of the unincorporated areas of Orange County and the cities which are "non-entitlement" cities. "Non-entitlement" cities are those with a population under 50,000. There are thirteen cities in the county that must utilize the Urban County Program in order to access these funds which are allocated on a competitive basis.

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

Florence Sylvester Senior Center

The Center provides a variety of services to the elderly/frail population of the community. Because of the high number of the elderly/frail population that utilize the Center on a daily basis, and the high visibility of the Center, staff is requesting funds for the following improvements: (1) repaint the interior and exterior of the building; (2) grout and reseal tile throughout the Center; (3) refinish wood doors and cabinets; (4) replace existing obsolete phone system; (5) remove and replace existing carpet; and (6) remove the existing door on north side of building and replace with an automatic door thereby providing increased accessibility to the disabled elderly/frail that utilize the Center.

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

Staff will return to the City Council at a future meeting to obtain approval for a contract between the City of Laguna Hills and Age Well Senior Services.

FISCAL IMPACT:

In accordance with the initial application submitted by the City of Laguna Hills to the County of Orange, the City agrees to leverage the County's funds with in-lieu staff time totaling approximately \$10,485. No other commitment of General Fund monies is required.

CEQA FINDINGS:

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

ATTACHMENTS:

- Preliminary Funding Letter from the County
- Draft Contract with the County of Orange for Fiscal Year 2015/2016 CDBG Funds

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
INTERIM DIRECTOR
OC ANIMAL CARE

KAREN ROPER
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

Original Sent Via U.S. Mail
Electronic Copy Sent To mau-yeung@ci.laguna-hills.ca.us

February 19, 2015

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

Re: Bid # 012-629323 FY 2015-16 Housing Rehabilitation and Public Facilities & Improvements RFP - Preliminary Award Notice

Dear Mr. Channing:

Thank you for submitting a proposal for the Bid # 012-629323 FY 2015-16 Housing Rehabilitation and Public Facilities & Improvements RFP.

Based upon the County of Orange's award procedures as set forth in the RFP, OC Community Services is pleased to inform you that your proposal for Florence Sylvester Memorial Senior Center Rehabilitation is being recommended for funding.

The preliminary funding amount is \$70,380.00; however, the actual amount of funding issued is dependent upon final U.S. Department of Housing and Urban Development (HUD) appropriations and/or any conditions placed on your proposal and Board of Supervisors approval.

As stated in the RFP, other requirements and steps are needed to complete the contract negotiation progress. Therefore, Program staff from OC Community Services Housing Community Development will be contacting you in the near future on the necessary items you will need.

To conclude, I want to congratulate the City of Laguna Hills on being selected for the proposed activity.

Sincerely,



Hong Lin

Cc: Melissa Au-Yeung, Senior Management Analyst, City of Laguna Hills
Craig Fee, Program Manager, OCCS Housing Community Development
CDBG, Bid # 012-629323



OFFICE OF THE DIRECTOR
1770 NORTH BROADWAY
SANTA ANA, CA 92706-2642
PHONE: 714.480.2788
FAX: 714.480.2899

MODEL CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
“SUBRECIPIENT-CONTRACTOR”
FOR
PUBLIC SERVICES
HOUSING REHABILITATION
PUBLIC FACILITIES & IMPROVEMENTS

CDBG – CFDA NUMBER 14.218



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Attachment A – Scope of Services
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Attachment D – Staffing Plan
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Exhibit A – County of Orange Child Support Enforcement Certification
Exhibit B – OC Community Resources Contract Reimbursement Policy
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Exhibit D – Lobbying Form LLL

This Agreement, _____ hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and _____, a _____, in the State of California with a place of business at _____, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

RECITALS

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

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

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

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

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

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

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

WHEREAS, COUNTY approved an allocation of \$ _____.00 (_____ Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2015-16; and

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

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

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

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

ARTICLES

Additional Terms and Conditions:

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

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

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

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

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

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

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

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

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

8. **Conditions Affecting Work:** The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

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

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

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

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.
- 13. Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.
- 14. SUBRECIPIENT's Project Manager and Key Personnel:**

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

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

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

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

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

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

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

- 18. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY's needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.
- 19. SUBRECIPIENT's Responsibilities:** The SUBRECIPIENT shall:
- 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
- 20. Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
- 21. Substantial Amendments:**
- 21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
- 21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "Substantial Amendment" criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.
- 22. Payment Requirements:**
- 22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation to SUBRECIPIENT attached hereto and incorporated herein by reference.
- 22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.

22.3 Payment of Project Activities:

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

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

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

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

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

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

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

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

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

23. Program Income

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

24. Performance:

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

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

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

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

25. Performance Monitoring:

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

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

26. Disputes – CONTRACT:

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

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

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

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

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

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

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

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

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

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

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

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

28.8 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and

28.9 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

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

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

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

28.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;

28.11 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and

28.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

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

The COUNTY may:

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

28.14 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand. In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss. Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

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

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

30.1 Cancel the stop work order; or

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

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

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

31. Federal Administrative Requirements:

31.1 Financial Management:

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

31.2 Civil Rights

Compliance

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

31.2.2 Rehabilitation Act

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

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

31.2.3 Nondiscrimination in Employment and Contracting

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

31.3 Drug-Free Workplace:

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

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

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

31.3.2.1 The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

31.3.3.3 The SUBRECIPIENT has made false certification, or

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

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

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

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

31.6 Employment Restrictions:

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

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

31.6.3 Employee Rights

Federal Minimum Wage

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

31.6.4 California Minimum Wage

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

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

31.8 Religious Organization/Activities: In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in

administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).

31.9 Anti-Lobbying: SUBRECIPIENT certifies that:

31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and

31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.

31.10 Audits: If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 Modifications/Transfers of Real Property:

31.11.1 Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned

at the time of the acquisition or improvement, including disposition, is prohibited.

- 31.11.2 SUBRECIPIENT shall ensure that any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

31.11.2.1 Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by COUNTY, after expiration of the CONTRACT and close-out of SUBRECIPIENT's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

31.11.2.2 Disposed of in a manner which results in COUNTY being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph 31.11.2.1 above.

31.12 Labor Standards

31.12.1 SUBRECIPIENT agrees to contact COUNTY no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.

31.12.2 SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.

31.12.3 SUBRECIPIENT agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of CONTRACT work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. SUBRECIPIENT shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request.

31.12.4 SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all contractors engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher rate under state or local laws SUBRECIPIENT shall insert provisions meeting the requirements of this paragraph in all such CONTRACTS.

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

31.13 California Labor Code Compliance

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

31.13.2 Payroll Records

SUBRECIPIENT agrees that:

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

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

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

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

31.14 Economic Opportunities

31.14.1 Compliance

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

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

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

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

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

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

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

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

32. Environmental Conditions:

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

33. General Administration:

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

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

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

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

33.4 Client Data

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

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

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

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

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

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

For SUBRECIPIENT: Name
Address

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

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

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

General Terms and Conditions:

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

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

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

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

P. **Insurance:**

Insurance Provisions

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

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

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

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

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

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT.

Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

***Subrecipient**

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

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

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

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____	DEPUTY COUNTY COUNSEL
-----------	-----------------------



ATTACHMENT A

1. **Scope of Services**

A. HUD Matrix Code / Activity:

03A Senior Centers / 570.201 (c)

B. Project Title:

Florence Sylvester Memorial Senior Center Rehabilitation

C. Program Description:

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

D. Project Need:

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

E. Low/Mod Neighborhood Preservation:

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

F. Program Objectives and Outcomes Chart:

<u>Activity</u>	<u>Outputs</u>
1. Construction	1 Automatic Door
2. Construction	1 Phone System
3. Construction	1,500 sq. ft. of Carpet
<u>Performance Objectives</u>	<u>Performance Outcomes</u>
1. Suitable Living Environment	Availability/Accessibility
2. Suitable Living Environment	Availability/Accessibility
3. Suitable Living Environment	Availability/Accessibility

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

<u>Outcomes</u>	<u>Job Number</u>	<u>IDIS Number</u>
1 Public Facility	KCXXX	XXX



ATTACHMENT B

Compensation/Payment

1. **COMPENSATION:**

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

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

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

3. **PAYMENT TERMS:**

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

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

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

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

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

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

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

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

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



ATTACHMENT C

1. SUBRECIPIENT's Cost Proposal

A. Administration and Program Cost Proposal

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

B. Detailed Project Cost Budget Description

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



ATTACHMENT D

1. Staffing Plan

Project Title: Florence Sylvester Memorial Senior Center Rehabilitation

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

(Include name and classification).

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

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

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

2. Project Administration

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

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

3. Project Experience

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009-10, FY 2010-11, FY 2011-12 and FY 2012-13 and FY 2014-15 and has experience administering this type of grant. The City has also been the recipient of similar grants in the past, including CDBG Housing Rehabilitation funds. The City has worked closely with the County to ensure the funds were administered correctly. In addition, staff members have a wealth of municipal experience, including community development, rehabilitation activities and monitoring, public administration, public finance, and personnel.



ATTACHMENT E

1. **Project Schedule**

July 1 – CONTRACT Start Date

2. Tools to Measure Project's Effect –

Florence Sylvester Memorial Senior Center Rehabilitation

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AWARD OF CONTRACT FOR THE CIVIC CENTER SITE IMPROVEMENTS

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE BASE BID CONTRACT FOR THE LAGUNA HILLS CIVIC CENTER SITE IMPROVEMENT PROJECT TO HARDY & HARPER, INC., IN THE LOW BID AMOUNT OF \$258,975.00, REJECT ALL OTHER BIDS, AND AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on June 11, 2015, at which time three bids were received. The apparent low bidder, Hardy & Harper, Inc., provided the lowest Base Bid in the amount of \$258,975.00, provided satisfactory references, and is licensed for the contemplated work. An alternate bid was also included in the project for landscape modifications at the site but the award of this alternate work is not recommended due to its cost. Award of the contract to Hardy & Harper, Inc., in the base bid amount of \$258,975.00, is recommended.

BACKGROUND:

On June 11, 2015, three bids for the Laguna Hills Civic Center Site Improvements were opened as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Hardy & Harper, Inc.	\$258,975.00	\$120,000.00
All American Asphalt	\$264,018.00	\$110,000.00
Roadway Engineering & Contracting, Inc.	\$317,745.00	\$ 85,000.00

The determination of the lowest bid price for the award of this contract is on the basis of comparison of the Base Bid only. The apparent low bidder, Hardy & Harper, Inc., provided the lowest Base Bid, provided satisfactory references, and is licensed to perform the

contemplated work. The Base Bid work primarily includes refurbishment of the parking lot pavements, repair of sidewalks and curbs, updating the Access Ramps to current ADA standards, and drainage improvements.

The Alternate Bid "A" work, for purchase and installation of synthetic turf throughout the Civic Center, exceeds the expected costs and cannot be supported by the Budget at this time. Staff is pursuing alternative landscape options for the removal of selected turf at the Civic Center.

It is anticipated construction work will begin in August 2015 for a period of two months. Award of the Base Bid Contract is recommended.

FISCAL IMPACT:

The construction cost for this project is \$258,975.00. Construction inspection services are planned to be provided by H.R. Green, consulting civil engineering company on contract with the City, at a projected cost of \$18,900.00. A budget value for the completed project is recommended at \$300,000.00 and is included in the proposed Fiscal Year 2015/2016 Civic Center Budget, which will be considered by the City Council under a separate agenda item at tonight's meeting. This project can proceed upon City Council establishment of a Fiscal Year 2015/2016 Budget for this project.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: GRANT OF A RECYCLED WATER ON-SITE CONVERSION-ENTRY LICENSE AGREEMENT TO EL TORO WATER DISTRICT FOR MULTIPLE CITY LANDSCAPED PROPERTIES IN NORTH LAGUNA HILLS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE RECYCLED WATER ON-SITE CONVERSION-ENTRY LICENSE AGREEMENT WITH EL TORO WATER DISTRICT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

SUMMARY:

The El Toro Water District (ETWD) recently completed construction of recycled water lines and a recycled water plant and will soon be able to provide recycled water for multiple City landscaped areas currently served by potable water. In order to utilize recycled water, certain modifications to the existing irrigation systems must be made. ETWD is offering to perform this irrigation conversion work at no cost to the City. ETWD will be compensated through a water rebate program offered by the Metropolitan Water District of Southern California. Staff has assessed the offer by ETWD to perform the various recycled water conversions and recommends that City Council approve the attached Recycled Water On-Site Conversion-Entry License Agreement to allow the work to proceed.

BACKGROUND:

The City owns a number of properties in North Laguna Hills with maintained landscaping irrigated with potable water. Staff has sought to utilize recycled water in all landscape areas, where possible, in order to conserve potable water and reduce water costs (recycled water is typically provided by water districts at a cost of 90% of that of potable water). Recently, ETWD completed the installation of recycled water lines in North Laguna Hills and the Recycled Water Plant located southerly of Ridge Route Drive and easterly of Moulton Parkway. This newly developed recycled water source provides an

opportunity for the City to convert its major potable water uses in North Laguna Hills to recycled water.

In order to utilize recycled water, certain modifications to the existing irrigation systems must be made and ETWD is offering to perform this work at no cost to the City. ETWD will be compensated through a water rebate program offered by the Metropolitan Water District of Southern California. ETWD proposes to convert the following landscaped areas to recycled water:

Avenida de la Carlota Parkways
Santa Vittoria Drive Parkway and Median Islands
San Remo Parkway
San Remo Park
Santa Vittoria Park
Veeh Ranch Park

To authorize the above-described recycled water conversions, it is necessary to grant ETWD an Entry License to work on City properties. The City Attorney's office has worked with ETWD counsel to develop the attached Recycled Water On-site Conversion-Entry License Agreement, attached, to effectuate the work.

Staff has evaluated the offer by ETWD to perform the on-site water conversion work and recommends City Council approve the Agreement as this will substantially reduce staff time and City capital outlay to perform this work. Further, this procedure will allow for the quickest access to recycled water for the designated City properties.

FISCAL IMPACT:

ETWD will incur the cost for the recycled water conversions described herein without any City capital outlay. There will be a small amount of City staff time utilized to coordinate the work related to current maintenance functions.

CEQA FINDINGS:

ETWD is responsible for the CEQA clearance of this project and has already performed the requisite clearance in previous actions.

ATTACHMENTS:

- Recycled Water On-Site Conversion-Entry License Agreement

RECYCLED WATER ON-SITE CONVERSION-ENTRY LICENSE AGREEMENT

THIS RECYCLED WATER ON-SITE CONVERSION-ENTRY LICENSE AGREEMENT ("Agreement") is entered into as of _____, 2015 ("Effective Date") by and between El Toro Water District, a public agency of the State of California ("District") and the City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California. ("Owner"). Owner and District shall sometimes be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. Owner is the owner of that certain real property located in the County of Orange, State of California and identified and described in Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. District has initiated construction of a Tertiary Treated Recycled Water Distribution System Expansion Project to develop distribution infrastructure to provide tertiary treated recycled water ("Recycled Water") service within the District's service area, including to the Property.

C. District currently provides potable water ("Potable Water") to the Property for irrigation purposes. In lieu of Potable Water, Owner has agreed to purchase Recycled Water from the District for the purpose of irrigating the Property.

D. Installed on the Property is an irrigation water system ("Existing Water System") which has been used by Owner to distribute Potable Water to the Property.

E. Prior to the delivery of Recycled Water to the Property, District shall convert the Existing Water System to a recycled water system ("Recycled Water System"), including, but not limited to, installing backflow and pressure-reducing devices, irrigation piping modifications and signage. A description of the modifications to convert the Existing Water System to the Recycled Water System are described and/or depicted in said Exhibit "A" ("Modifications").

F. District is willing to construct and install the Modifications and to transfer to Owner the Modifications after installation thereof and Owner is willing to accept the transfer of the Modifications on the terms and conditions set forth herein.

G. (1) Metropolitan Water District of Southern California ("Metropolitan") is offering an On-site Retrofit Pilot Program ("Program") that will provide financial incentives directly to public or private owners of real property to convert potable water irrigation service to recycled water service. Items eligible for reimbursement include, without limitation, project design, permitting, construction costs associated with the retrofit of potable to recycled water systems, connection fees and signage. Metropolitan provides reimbursement under the Program of up to One Hundred and Ninety Five Dollars (\$195.00) per acre-foot for five (5) years of estimated water use by the applicant, with a maximum reimbursable amount of the actual retrofit costs.

(2) Metropolitan's Program works on a first-come, first-served basis. Applications for the Program are available online at bewaterwise.com beginning July 1, 2014. The application must be submitted to Metropolitan by the Owner. The application will provide an option to direct all reimbursable amounts to District.

H. Pursuant to the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* ("CEQA"), the District is the "lead agency" for the Project. The District, at its sole cost and expense, shall be responsible for all compliance with the terms and conditions of CEQA applicable to the work/services to be performed hereunder. On that basis, the District performed an Initial Study and adopted a Mitigated Negative Declaration in which it was determined that the project would not have a significant effect on the environment.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. (a) District shall design, construct and install, at District's sole cost and expense, the Modifications as shown or described in said Exhibit "A." Where Exhibit "A" refers to work "to be done by contractor or by site owner's representative," such work shall be done by District and/or District's contractor.

(b) District, at District's sole cost and expense, shall secure or cause to be secured all necessary permits, licenses, approvals from all necessary governmental authorities to construct and install the Modifications.

2. Owner hereby grants to District a non-exclusive license over, under, upon, along, through and across the Property to: (a) construct and install the Modifications and appurtenances thereto; and (b) remove the applicable portions of the Existing Water System, along with the reasonable right of access to and from the Property for the purposes of exercising the rights granted herein. The term of the license shall commence on the Effective Date, and shall continue until the District has completed construction and installation of the Modifications; provided, however, that this license and District's rights hereunder shall terminate and expire at midnight three (3) years from the Effective Date if the Modifications have not been completed by that time, unless extended by mutual agreement of the Parties.

This Agreement does not convey to District any permanent interest in the Property, nor does it operate as a forfeiture of the Owner's interest in the Property.

District shall construct and install the Modifications in accordance with all applicable prevailing wage requirements and such public bid requirements as shall be applicable to the District.

District represents that it intends to enter into one or more contracts with third party contractors for the construction and installation of the Modifications. In any such contract entered into by District for the construction and installation of the Modifications by one or more contractors, District shall require and ensure that each such contractor names Owner as an additional insured on any general liability insurance required by District and that each such contractor's indemnity,

defense, hold harmless, and insurance obligations under the contract benefit the Owner in the same manner and to the same extent as the District with respect to Modifications.

District shall be responsible for compliance with the California Environmental Quality Act in connection with the construction and installation of the Modifications.

3. District shall refrain from any action or inaction that may cause liens of any kind to be filed or placed on the Property. In the event District causes a lien of any kind to be placed on the Property, District shall take all actions necessary, at its sole cost and expense, to satisfy and remove any lien created by its action or inaction, including without limitation, discharging or posting a bond against all such liens within a reasonable amount of time after an action is brought to enforce the same.

4. District shall indemnify, defend and hold harmless Owner its Council Members, officers, representatives and employees, from and against any and all claims, liability of any kind or character (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or to the environment, water quality problems, or cross connections with potable water), losses, damages, demands, obligations, causes of action, judgments, costs, settlements or expenses of any kind or character incurred by Owner (collectively, "Costs") arising from the activities of District, its officers, directors, employees, agents, or contractors pursuant to this Agreement, save and except those arising from the negligence, intentional acts or willful misconduct of Owner or Owner's employees, agents and representatives. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement and shall control in the event of conflict with the indemnity obligation of Owner set forth in the bill of sale to be executed by the Parties pursuant to Section 6 of this Agreement.

5. District shall restore, or cause to be restored, the surface and subsurface of the Property to the condition the Property was prior to District's performance of construction and installation of the Modifications, and such restoration shall be performed with due diligence and dispatch. Notwithstanding the foregoing, the District shall use commercially reasonable efforts to restore or cause restoration within thirty (30) days of the construction and installation of the Modifications.

6. Upon the completion of the construction and installation of the Modifications, District shall complete and deliver to Owner a bill of sale in the form and content set forth in Exhibit "B" attached hereto and by this reference incorporated herein.

7. District warrants to Owner that the Modifications shall be free from construction defects for a period of twelve (12) months after District has completed construction of the Modifications ("Warranty Period"). District shall repair or cause to be repaired, at District's sole cost and expense, all failures of the Modifications due to faulty materials or faulty installation ("Warranty Issue") within the foregoing Warranty Period; provided such demand is made by Owner within the Warranty Period. District shall repair or cause to be repaired the Warranty Issue within thirty (30) days after receipt of a written notice from Owner. In the event the Warranty Issue may not be remedied in the thirty (30) day period, District shall initiate such repair within such period and diligently and continuously prosecute such repair to cure.

8. On the completion of the Modifications, the Recycled Water System, including, without limitation, the Modifications, shall be owned, operated, repaired, replaced and maintained by Owner, at Owner's sole cost and expense. Maintenance, operation and usage of the Recycled Water System, including the Modifications, shall be in accordance with the requirements of District's ordinances, rules and regulations for recycled water, as amended from time-to-time.

Owner shall, at its own cost and expense, at all times keep and maintain the Recycled Water System, including the Modifications, in fully operable and functioning condition. Except as otherwise provided herein, District shall have no obligation, liability or responsibility whatsoever with respect to operation, maintenance, repair or replacement of the Recycled Water Facilities, including the Modifications.

9. Prior to the provision of Recycled Water to the Property, Owner shall obtain a permit from District to use Recycled Water on the Property. Owner shall comply with all District rules, regulations, ordinances and procedures (collectively, "Rules") with respect to the use of Recycled Water as such Rules may be modified from time-to-time.

10. (a) Owner hereby agrees, with the assistance of the District, to complete the application for the Program for the Property. Owner shall complete and submit the application to Metropolitan at such time reasonably requested by District. Owner further agrees to irrevocably provide in the application that all rebate funds (reimbursable amounts) associated with the Program will be directed to the District.

(b) Owner agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and its Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or to the environment, water quality problems, or cross connections with potable water) that arise out of or relate to Owner's operation, repair or ownership of the Modifications, save and except those arising from the negligence, intentional acts or willful misconduct of Metropolitan or Metropolitan's employees, agents and representatives. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney's fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim or asserted liability. The foregoing indemnity is required by Metropolitan as a condition to reimbursement of certain costs pursuant to the Program as more particularly described in Recital G. District is willing to take responsibility for any and all such Claims. As such, District shall indemnify and hold Owner harmless from and against any Claims with respect to the indemnity, defense and hold harmless obligation of Owner to Metropolitan and its Board of Directors, officers, representatives, agent and employees pursuant to this Section 10(b).

11. (a) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the Party on whose behalf he, she or it is executing this Agreement to the terms hereof.

(b) This Agreement is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral

or written, between the Parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other Parties to this Agreement attached hereto.

(d) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

(e) Any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by e-mail or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

District: EL TORO WATER DISTRICT
Attention: General Manager
P O Box 4000
24251 Los Alisos Blvd
Lake Forest CA 92630
Telephone: 949-837-7050
Facsimile: 949-937-7092
E-Mail: district@etwd.com

Owner: CITY OF LAGUNA HILLS
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653
Telephone: 949-707-2655
E-Mail: Bchanning@ci.laguna-hills.ca.us

Any Party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the U.S. mail, if mailed.

(f) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(g) The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "Sections" are to Sections of this Agreement, unless otherwise specifically provided.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(i) If any action is brought by either Party against the other Party, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

(j) The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the state or federal courts located in Orange County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

OWNER:

CITY OF LAGUNA HILLS,
a municipal corporation organized and
existing under the laws of the State of California

By: _____
Bruce E. Channing, City Manager

Attest: _____
Melissa Au-Yeung, City Clerk

DISTRICT:

EL TORO WATER DISTRICT,
a public agency of the State of California

By _____
M. Scott Goldman, President

By _____
Robert R. Hill, Secretary

EXHIBIT LIST

EXHIBIT "A"	DESCRIPTION OF PROPERTY/MODIFICATIONS
EXHIBIT "B"	BILL OF SALE

EXHIBIT "A"

DESCRIPTION/IDENTIFICATION OF THE PROPERTY/MODIFICATIONS

AVENIDA DE LA CARLOTA PARKWAYS

SANTA VITTORIA DRIVE PARKWAY AND MEDIAN ISLANDS

SAN REMO PARKWAY (616-264-21 AND 616-292-01)

SAN REMO PARK (616-252-01)

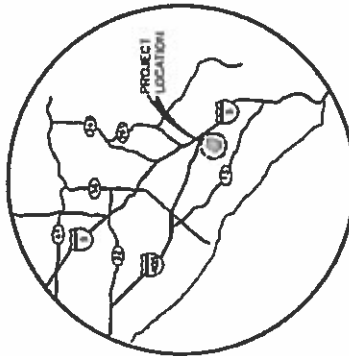
SANTA VITTORIA PARK (616-274-05 AND 616-281-32)

VEEH RANCH PARK (588-071-04)

EL TORO WATER DISTRICT

CITY OF LAGUNA WOODS

RECYCLED WATER RETROFIT PLANS FOR
AVENIDA DE LA CARLOTA MEDIANS



177121 187-2
 177118 141-2
 177088 220-3
 177087 147-0
 177086 147-0
 177085 151-08
 177084 151-08
 177083 151-08

CONTACTS
 2021 LEE ALLEN BLVD #202
 LAKE FOREST, IL 60045
 PH: 630-466-
 FAX: 630-466-
 2021 LEE ALLEN BLVD #202
 LAKE FOREST, IL 60045
 PH: 630-466-
 FAX: 630-466-

[illegible]

1. The first step is to identify the problem.

STB-0769

BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES TO MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

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DISCLAIMER

ANALYSIS OF THE 1994-1995 FISHING SEASONS IN THE NORTH AND SOUTH CHINA SEAS. *Journal of Fish Biology*, 1996, 48: 939-950. The authors have analyzed the 1994-1995 fishing seasons in the North and South China Seas. The results show that the fishing effort in the North China Sea was higher than in the South China Sea. The catch in the North China Sea was also higher than in the South China Sea. The authors conclude that the fishing effort in the North China Sea was higher than in the South China Sea.



TETRA TECH

www.livestock.com

RECYCLED WATER RETROFIT PLANS

AVENIDA DE LA CARLOTA MEDIUMS

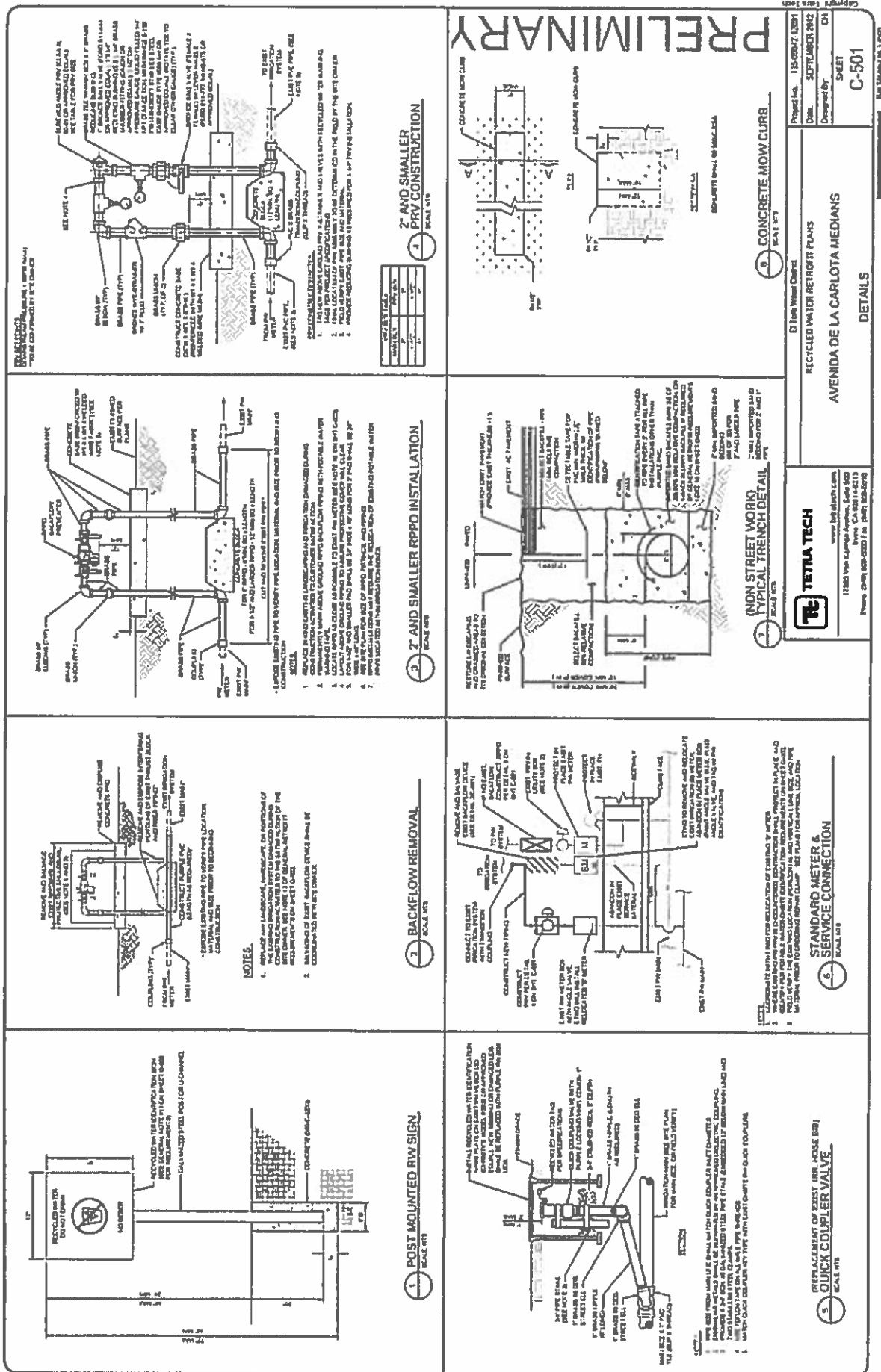
LIST SHEET

Project No.	135-07012-12001
Date	SEPTEMBER 2012
Designed By	CH
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PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

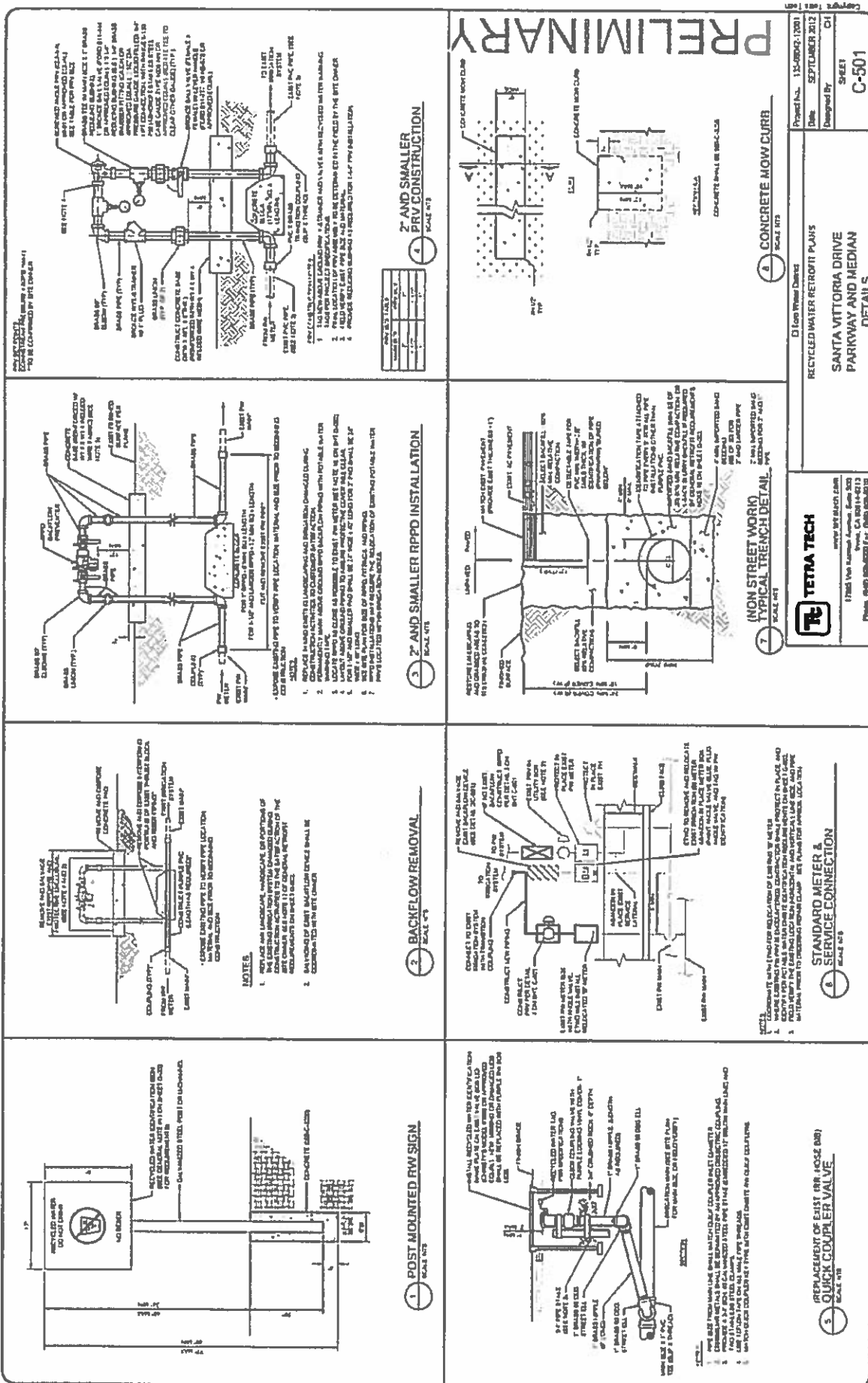
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DISCLAIMER

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PRELIMINARY

 TETRA TECH www.tetra-tech.com 800.426.7829 17885 Newland Avenue, Suite 100 Irvine, CA 92614-1421 Phone: (949) 829-5000 Fax: (949) 828-5013		31 mm Water Dispersed RECYCLED WATER RETENTION PLAYS SANTA VICTORIA DRIVE PARKWAY AND MEDIAN TITLE SHEET		Project No.: 135-00042-12001 Date: SEPTEMBER 8, 2012 Drawn By: CH Check: SAEJ G-001
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STATION 1017
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FOR EYE SAFETY

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 01-11-2001 BY 60322 UCBAW/STP

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

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DISCLAIMER

As the 1970s progressed, the use of the term "Dewey" in the title of the book was dropped. The book was published in 1980, and the title was changed to "The Dewey School". The book was published in 1980, and the title was changed to "The Dewey School". The book was published in 1980, and the title was changed to "The Dewey School".

PRELIMINARY

 TETRA TECH 17080 Van Lamshead Avenue, Suite 200 Irvine, CA 92614-6213 Phone: (949) 448-5000 Ext. 2100 Fax: (949) 448-5090 Internet: WWW.TETRA-TECH.COM	G Low Waste Demand RECYCLED WATER RETROFIT PLANS SAN REMO PARK (APN: 816-252-01) TITLE SHEET	Project No.: 12-0001-1, 12001 Date: SEPTEMBER 2012 Designed By: SHEL I G-001
	Copyright © 2012 Tetra Tech, Inc. All Rights Reserved.	



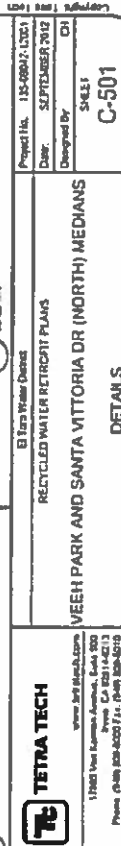


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ESTIMATED QUANTITIES	ITEM DESCRIPTION	QUANTITY
1	1000 LBS OF RECYCLED WATER BOTTLES	1000
2	1000 LBS OF RECYCLED WATER BOTTLES	1000
3	1000 LBS OF RECYCLED WATER BOTTLES	1000
4	1000 LBS OF RECYCLED WATER BOTTLES	1000
5	1000 LBS OF RECYCLED WATER BOTTLES	1000
6	1000 LBS OF RECYCLED WATER BOTTLES	1000
7	1000 LBS OF RECYCLED WATER BOTTLES	1000
8	1000 LBS OF RECYCLED WATER BOTTLES	1000
9	1000 LBS OF RECYCLED WATER BOTTLES	1000
10	1000 LBS OF RECYCLED WATER BOTTLES	1000
11	1000 LBS OF RECYCLED WATER BOTTLES	1000
12	1000 LBS OF RECYCLED WATER BOTTLES	1000

 TETRA TECH www.tetra-tech.com 17566 Van Curen Avenue, Suite 500 Irvine, CA 92614-6213 Phone: (949) 222-0222 Fax: (949) 222-0223	G1 (see West Coast) RECYCLED WATER RETROFIT PLANS	Project No.: 135-0043-1001 Date: SEPTEMBER 2012 Designed By: CH	SHEET C-102
	VEEH PARK AND SANTA VITTORIA DR (NORTH) MEDIANS (APN: 588-071-04) SITE PLAN - SANTA VITTORIA DR (NORTH) MEDIANS	Drawing No.: 135-0043-1001-001 Date: SEPTEMBER 2012 Designed By: CH	



CITY OF LAGUNA HILLS
RECYCLED WATER RETROFIT PLANS FOR
VITTORIA PARK
(APN: 616-274-05 & 616-281-32)

[illegible]



TETRA TECH

17000 Van Kesteren Avenue, Suite 500
 Irvine, CA 92618-4213
 Phone: (949) 534-0300 Fax: (949) 534-0518

www.tetra-tech.com

Project No. 13A-00247 / 12001
 Date JANUARY 2013
 Drawn By: CH
 SHEET
 G-001

El Dorado Water District
 RECYCLED WATER REINFORCEMENT PLANS
 VICTORIA PARK
 (APN: 616-274-05 & 616-281-32)
 TITLE SHEET

Our Mission: To

PRELIMINARY

[illegible]

- [illegible]

RESEARCH

- [illegible]

GENERAL

- CHRYSLER HAS THE SYMPATHY OF THE FOLK WHO DRIVE THE

GENERAL NOTES AND ABBREVIATIONS
(A-F-N, 616-274-03 & 616-281-32)

Introduction

LIBRARY OF THE
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DENVER, COLORADO 80202

- # PRELIMINARY





CITY OF LAGUNA HILLS
RECYCLED WATER RETROFIT PLANS FOR
SAN REMO PARKWAY
(APN: 616-264-21 AND 616-292-01)

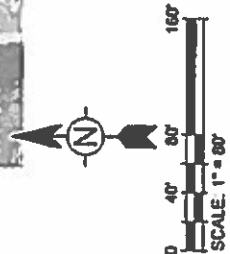
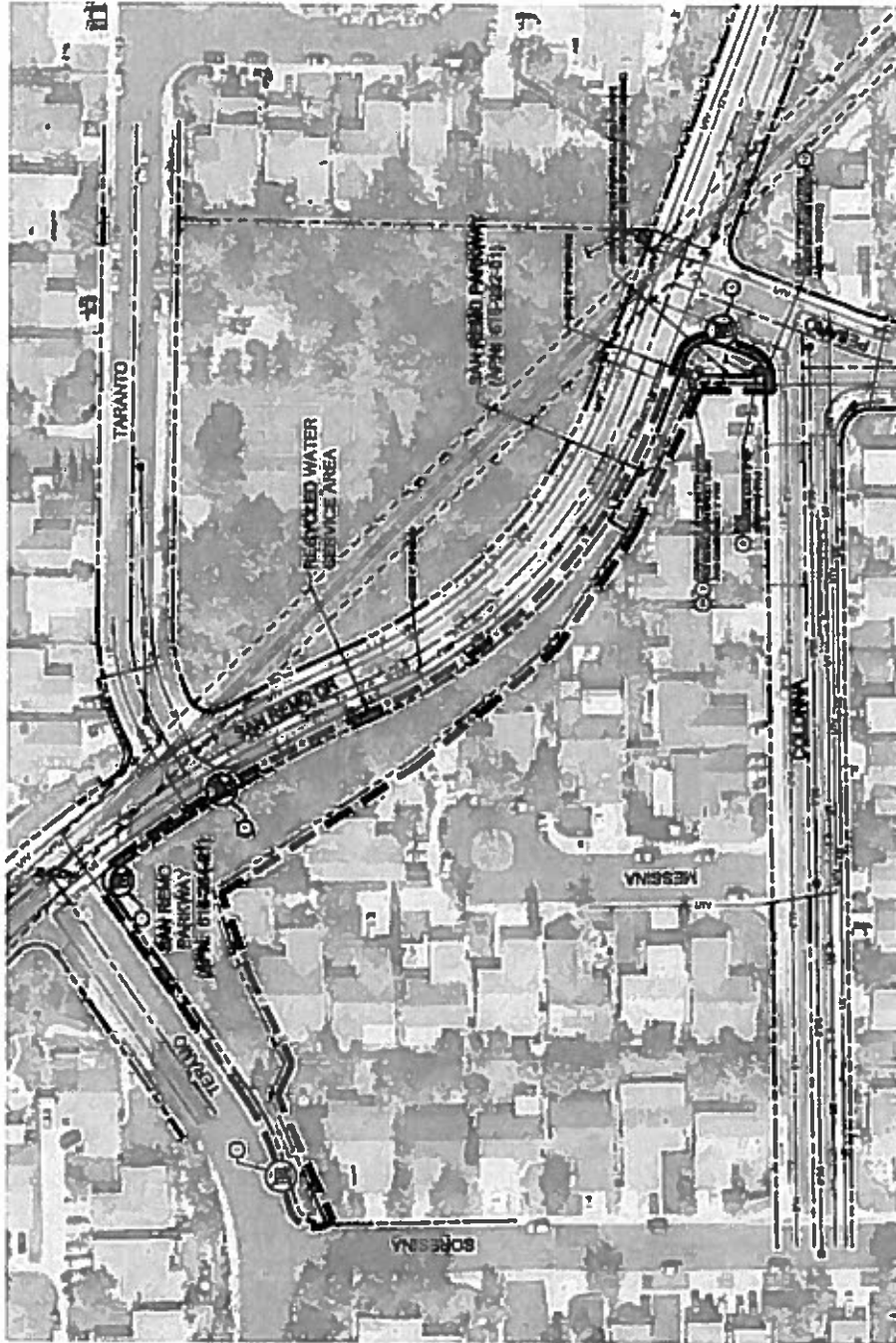


DISCLAIMER

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 TETRA TECH www.tetra-tech.com	17811 Van Kampen Avenue, Suite 200 Houston, Texas 77058-1111 Phone: 281-928-5225 Fax: 281-928-5613	
	51 Glen Water District RECYCLED WATER RETROFIT PLANS SAN REMO PARKWAY (APN: 616-264-21 AND 616-262-01) TITLE SHEET	
Project No.: 13-00047, 13021 Date: SEPTEMBER 2012 Drawings By: CH	SHEET G-001	

PRELIMINARY



SIGNING AND TAGGING NOTES:

- [illegible]

NOTES:

1. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
2. DATE 08-01-2001 BY 60322 UCBAW
3. REASON FOR DECLASSIFICATION: 25X
4. AUTHORITY: 25X

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El Toro Water District
RECYCLED WATER RETROFIT PLANS
SAN REMO PARKWAY
(APN: 816-264-21 AND 816-262-01)
SITE PLAN

TETRA TECH

17800 Van Gump Avenue, Suite 302
Irvine, CA 92614-4213
Phone: (714) 868-8222 Fax: (714) 868-1616



TETRA TECH

17000 Van Rensselaer Avenue, Suite 502
Irvine, CA 92614-4713
Phone: (714) 835-8222 for (714) 835-8210

13

RECYCLED WATER RETICULT PLANS

.....

SAN REMO PARKWAY
189N: 81E-7E4.73 AND 61E-202 D11

SITE PLAN

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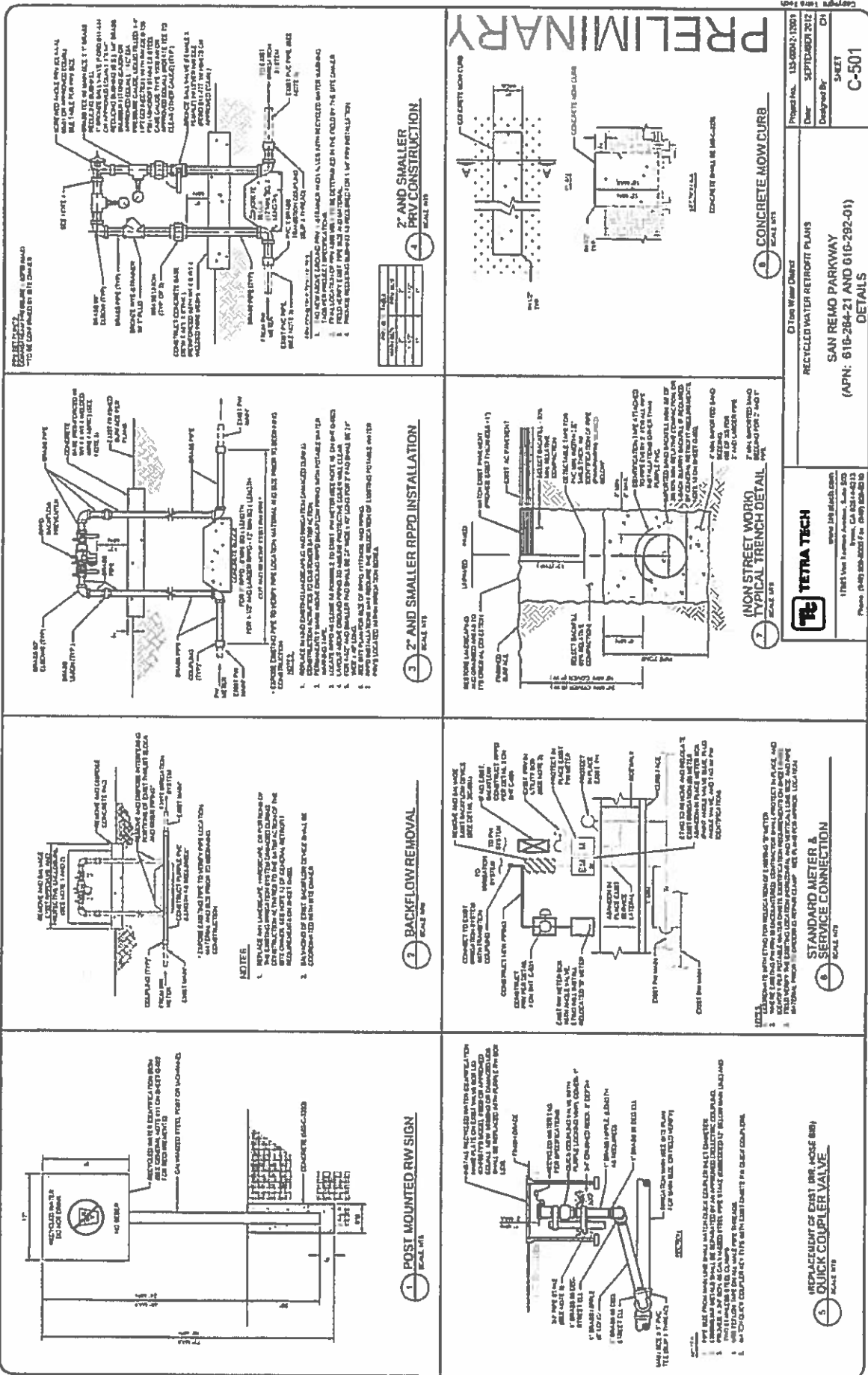
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TETRA TECH
17001 Van Ness Avenue, Suite 200
San Francisco, CA 94133
Phone: (415) 850-8000 Fax: (415) 850-8010

RECYCLED WATER RETROFIT PLANS
SAN REMO PARKWAY
(APN: 616-284-21 AND 616-282-01)
DETAILS

Project No.: 133-0001-2-12001
Date: SEPTEMBER 2012
Designed By: CH
Sheet: C-501

City of San Mateo District

EXHIBIT "B"
BILL OF SALE

BILL OF SALE

This is to acknowledge that El Toro Water District, a public agency of the State of California ("District"), has this day, transferred to the City of Laguna Hills ("Owner") for good and valuable consideration, receipt of which is hereby acknowledged, the modifications installed on certain real property owned by Owner which Modifications are shown or described on Exhibit "A" attached hereto and by this reference incorporated herein ("Modifications").

District warrants (1) that the Modifications are free and clear of any encumbrances, and (2) that the Modifications are free of all defects in material and workmanship for one year from the date the Bill of Sale is executed. It shall be the District's responsibility to pay for all repairs required within said one year period which are due to defects in material and workmanship.

Except for the warranty set forth in the paragraph above, Owner hereby agrees to indemnify, defend and hold District and its officers, directors, employees and agents harmless from and against any and all claims, liabilities, damages, actions, costs, including attorneys' fees and costs of any nature whatsoever that may arise from Owner's ownership, condition and usage of the Modifications, save and except those arising from the negligence, intentional acts or willful misconduct of District or District's employees, contractors, agents and representatives.

DISTRICT:

EL TORO WATER DISTRICT,
a public agency of the State of California

By: _____

Its: _____

Dated: _____

CITY OF LAGUNA HILLS:

By _____

Its: _____

Dated: _____

Address: _____

"EXHIBIT "A"

LIST OF MODIFICATIONS

EXHIBIT "A"

DESCRIPTION/IDENTIFICATION OF THE PROPERTY/MODIFICATIONS

AVENIDA DE LA CARLOTA PARKWAYS

SANTA VITTORIA DRIVE PARKWAY AND MEDIAN ISLANDS

SAN REMO PARKWAY (616-264-21 AND 616-292-01)

SAN REMO PARK (616-252-01)

SANTA VITTORIA PARK (616-274-05 AND 616-281-32)

VEEH RANCH PARK (588-071-04)





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: AUTHORIZATION TO LEASE CITY VEHICLE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO PROCEED WITH LEASING A CITY VEHICLE.

SUMMARY:

The City currently owns a 2010 Toyota Sequoia that is assigned to the City Manager. This vehicle currently has 126,735 miles on it and, as such, the 2015 - 2017 Biennial Budget includes funding for the lease of a new city vehicle. The current budget includes \$6,000 in each fiscal year based on a thirty-six (36) month lease of a Toyota Sequoia or equivalent model.

The Manufacturer's Suggested Retail Price (MSRP) on a 2015 Toyota Sequoia is between \$65,245 and \$69,450, depending on various selected options. Staff is proposing that the current vehicle be traded in towards the lease of a new Toyota Sequoia or equivalent vehicle. The approximate trade in value of the 2010 Toyota Sequoia is \$20,000 to \$22,000, subject to validation of the vehicle's condition.

Staff has obtained quotes from dealerships for a three-year lease with trade-in, and monthly lease rates ranged from \$498 to \$732 monthly.

Staff is requesting authorization from the City Council to lease a 2015 Toyota Sequoia, or equivalent.

FISCAL IMPACT:

The current 2015 - 2017 Biennial Budget includes an appropriation for the lease of a City vehicle in the amount of \$12,000 (\$6,000 in year 1 and \$6,000 in year 2).



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: LAGUNA HILLS LITTLE LEAGUE'S OUTSTANDING BALANCE OF
FACILITY USE FEES FOR 2013 ACTIVITY**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE DECREASING THE
LAGUNA HILLS LITTLE LEAGUE'S OUTSTANDING BALANCE OF \$3,802.50 TO
\$3,042.00 FOR ITS 2013 FACILITY RESERVATION FEES.**

SUMMARY:

The Laguna Hills Little League (LHLL) has an outstanding fee balance in the amount of \$3,802.50 for its field use and Community Center facility use during calendar year 2013. LHLL, like other Laguna Hill's resident non-profit youth sports organizations, is not charged to use the City's sport facilities (i.e. fields and gym) unless lights are used. The majority of the outstanding balance is LHLL's use of field lights for evening hours at \$15/hour during its 2013 baseball season.

As City Council is aware, LHLL went through tumultuous times that threatened the league's continuation. Fortunately, with the help of City Council members and a new LHLL president the LHLL organization has recovered. Furthermore, all facility rentals are paid in full for LHLL's 2014 and 2015 activities. The leadership of LHLL desires to pay off the 2013 outstanding balance but respectfully requested staff to discount the balance by twenty percent (20%) or by \$760.50. Taking into account the discount, the revised outstanding fee balance would be \$3,042.00. In accordance with City Council's reservation policies, the City Manager is able to waive or reduce any rental fees; however, staff felt it prudent to seek City Council's approval for this discount in this case.

Staff believes it is appropriate to revise the 2013 outstanding balance from \$3,802.50 to \$3,042.00.

**3.10 AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT
WITH ECO/NOMICS FOR SOLID WASTE COLLECTION, CONTRACTING,
AND RECYCLING CONSULTING SERVICES**

THE CITY COUNCIL AUTHORIZED THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT
WITH ECO/NOMICS.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.11 AUTHORIZATION TO LEASE CITY VEHICLE

Mayor Pro Tempore Kogerman asked for clarification on this item. City Manager Channing stated that the City is requesting City Council authorization to begin the procurement process and that no research or decisions have been made toward the lease of a vehicle at this time. City Manager Channing reported that this item would be brought back to City Council for approval prior to the actual leasing of a City vehicle.

**THE CITY COUNCIL AUTHORIZED THE COMMENCEMENT OF THE
PROCUREMENT PROCESS FOR A LEASED CITY VEHICLE, BY
M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER CARRUTH
ABSENT).**

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:22 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

Absent: Agency Member Carruth

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 9, 2015, REGULAR MEETING

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JUNE 9, 2015, REGULAR MEETING, BY M/VICE CHAIR KOGERMAN, S/AGENCY MEMBER BLOUNT.

APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER CARRUTH ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 8:23 p.m. All Council Members were present with the exception of Council Member Carruth.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

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

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

8. CITY COUNCIL MEMBER COMMENTS

MAYOR PRO TEMPORE KOGERMAN

Mayor Pro Tempore Kogerman reported that Vector Control changed their name to Orange County Mosquito and Vector Control.

Mayor Pro Tempore Kogerman announced that the Discovery Science Center has opened an exhibit on vector control. The Inspector Training Course teaches guests how to better protect their homes from vectors (mosquitos, rodents, flies, and ants) and vector-borne diseases through a digital scavenger hunt and guests can earn an Inspector's Badge. Mayor Pro Tempore Kogerman also provided information to David Chantarangsu, Community Development Director, mapping "green pools" in the City and inquired about involving Code Enforcement in the process.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 14, 2015

TO: CHAIR AND AGENCY MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: OAKBROOK VILLAGE SHOPPING CENTER MIXED-USE PROJECT -
REVIEW AND APPROVAL OF FINAL PUBLIC ART PLAN**

**RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE FINAL
PUBLIC ART PLAN PRESENTED BY THE LAGUNA HILLS INVESTMENT COMPANY
FOR THE OAKBROOK VILLAGE SHOPPING CENTER MIXED-USE PROJECT.**

SUMMARY:

Pursuant to the Development Agreement between the City of Laguna Hills and the Laguna Hills Investment Company ("Owner"), and Operating Memorandum No. 1 to that Development Agreement, the Owner has submitted a final public art plan for the Planning Agency's consideration and approval.

At the March 10, 2015 Planning Agency meeting, the Planning Agency approved the conceptual public art proposal presented by artists Reed Madden Designs on behalf of the Laguna Hills Investment Company for the Oakbrook Village Shopping Center Mixed-Use Project. A copy of the approved conceptual public art plan is attached as Exhibit A.

After the approval of the conceptual public art plan, Reed Madden Designs began to work on detailed plans and specifications for the final public art plan submittal. This work effort included structural engineering. Through this process, the public art plan has undergone some significant changes. According to the Owner and Reed Madden Designs, these changes were driven by artistic considerations, structural engineering requirements, and budget constraints. A copy of the final public art plan is attached to this report as Exhibit B and includes site plans, a line-item budget with dimensions where appropriate, and images of the public art piece.

Reed Madden Designs will make a presentation to the Planning Agency that will include a new model of the proposed final public art piece.

After reviewing the proposal and interviewing the artists and owner, staff is of the opinion that the final public art proposal is consistent with the conceptual approval and is recommending that the Planning Agency approve the final public art plan.

FISCAL IMPACT:

The Oakbrook Village public art program is funded entirely with public art fees paid by the Owner.

ATTACHMENTS:

- Exhibit A - Approved Conceptual Public Art Plan
- Exhibit B - Proposed Final Public Art Plan

Exhibit A

Approved Conceptual Public Art Plan

Public Art Proposal

Oakbrook Village Green

Laguna Hills, CA

3/1/15

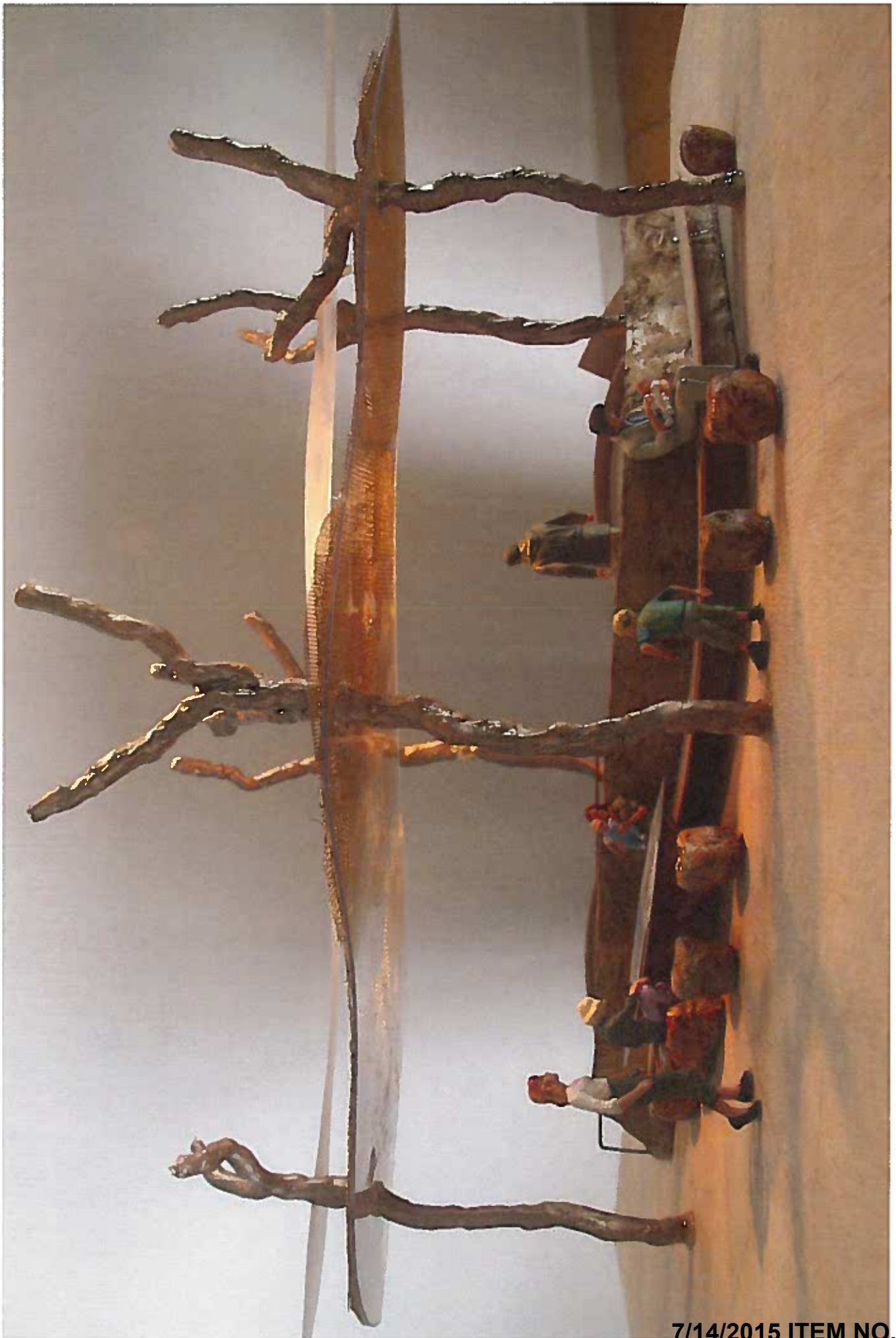
"Place in Time"

Sinuous "trees" stand in a canopy of "fog" silhouetted against the skyline. Light and shadow combine in a dance refracted through layers of sandblasted polycarbonate and metal mesh; all buttressed by bronze and stainless steel sculptural trees. This intriguing environment draws the community towards the village green. Cool shading makes the long bench a destination. "I'll meet you at the gazebo," becomes a common refrain.

This gazebo is a place for both intimate and large gatherings. Its design encourages the community to gather at this historic spot that was once the central headquarters of the Moulton Ranch. It has thirty feet of comfortable backed seating that faces the mall and walking path. A large picnic table topped with a large water-impervious map is an educational talking point for those who stop and sit. The map shows "you are here" in Laguna Hills and the relationship to the greater historic ranches of the area.

Within the canopy of the gazebo, there is an elevated stage for impromptu performances by musicians and actors as well as planned community events. A geological "river of history" backs the stage that faces the grass park. A textured concrete wall tells the story of this place using fossil inlays and stratified earthen colors that are reminiscent of the underlying prehistoric geology of the site. Another timeline on top of the wall traces its human history via texts and photographs. It shows the evolution of the place beneath one's feet: starting with the Native American Indians, the Mexican land grants of 1821 and the creation of Rancho Niguel, the 1895 Lewis Moulton ranch purchase and expansion, the lively Nellie Gail Moulton and her support of the arts, her house and ranch headquarters, and finally the subdivision of the ranch and establishment of Laguna Hills in 1991.

Materials: Stainless steel, bronze, polycarbonate, colored concrete and stone.









ABOUT THE ARTISTS

Reed and Madden are award-winning sculptors who specialize in creating site-specific artwork for outdoor public environments. They have completed more than two dozen large-scale outdoor sculptures for cities both within the state and out. Their evocative pieces weave technology and nature together, inspiring people to sit and contemplate the meaning of our place in this world.

Reed and Madden are licensed contractors who work side by side from conceptual development to fabrication and installation. They thrive on finding meaningful solutions to complex design problems, and have been successful working with diverse communities and multiple agencies. They make artful places for people to gather. "Coming About" in Tiburon, California is an example of their place-making art; it has become the symbol and heart of the town, where gatherings both large and small happen daily.

Often their work incorporates an educational theme. The award-winning "Sun Flowers" is a kinetic streetscape in downtown Palo Alto that demonstrates the alternative energies of wind and solar. Twelve-foot kinetic "poppies" (CA's state flower) spin in a soft breeze. A plaque explains how their solar panels power long-life L.E.D. lights at night. Children and adults enjoy the perpetual motion of the kinetic *petals*. The project won highest honors for both Urban Design and Green Design from the S.F. American Institute of Architects.

Artistically, Reed and Madden combine restrained elegance with playful exploration – often using the kinetic movement of wind, light, shadow, water and plants to emphasize natural elements. They work primarily with stainless steel, bronze, concrete, and stone.

Reed Madden Designs; 66 Twain Ave., Berkeley, Ca 94708
www.ReedMadden.com

510-384-0804
madden@reedmadden.com

Jeffrey Reed

833 S. 19th Street, Unit J, Richmond, Ca 94801 • 510.384.0804 • Reed@ReedMadden.com
CA Contractor Lic. #837135

*Creating and promoting awareness of the poetics
of our natural environment while living in an era of technology.*

Education

- | | |
|-----------|--|
| 1984-1985 | University of Copenhagen, International Study Program,
CPSU's fifth-year program in Architecture |
| 1980-1984 | California Polytechnic State University, San Luis Obispo
Five year Bachelor of Architecture Degree |

Professional Experience

- | | |
|----------------|--|
| 1998 - Present | Partner / Designer / Contractor Reed Madden Designs, Richmond, Ca.
Design and fabricate large-scale public art, specializing in site-specific works in motion, water and solar. |
| 1993 - 1998 | Artist / Builder / Owner Reed Studio, Oakland, Ca.
Design/build commissions for public and private sculpture |
| 1987-1993 | Architectural Design / Construction Supervision
Rammed Earthworks Inc., Napa, Ca.
Architectural design and supervision/training of construction staff for pioneering earth-building firm. |
| 1986-1987 | Architectural Lighting Designer , San Francisco
Worked with architects on diverse lighting design projects. |

Art in Public Places and Municipal Commissions

- | | |
|------|--|
| 2014 | Richmond Public Art Commission , Richmond, Ca. (under construction)
20'-tall stainless/bronze sculptures, solar panels & fiber-optic lighting. |
| 2011 | Berkeley Public Art Commission Berkeley Marina, Berkeley, Ca.
Artistic habitat enclosure for burrowing owls: outdoor-classroom seating, "earthen" concrete walls, rocks, bronze-grasslike cable fencing & educational plaques. |
| 2010 | Municipal Commission S.F.O. San Francisco, Ca.
Design fog-fountain with integral seating for Terminal Two. |
| 2010 | Iowa Public Art Commission for Utilities Building on Capital Hill, Des Moines
Five stainless kinetic sculpture highlighting wind energy. |
| 2009 | Sacramento Metropolitan Art Commission Youth Detention Facility
Canopy of kinetic sculptures for exterior courtyard with benches. |
| 2008 | San Mateo Public Art Commission Seal Point Park, San Mateo, California.
Eleven kinetic sculptures for the Bay front park |
| 2006 | City of Tiburon Commission Downtown Tiburon, Ca.
"Coming About" Large 50'w x 16'h kinetic stainless steel, concrete and bronze fountain sculpture, seating, lighting and plaques. |
| 2004 | San Francisco Botanical Garden and Strybing Arboretum
Golden Gate Park, Australian Garden: sculptural seating walls, rocks and outdoor classroom. |
| 2002 | Palo Alto Public Art Commission California Ave., Palo Alto, Ca.
"Sun's Flowers" streetscape and dining court. 7 kinetic & solar sculptures. |
| 1999 | Municipal Commission Golden Gate National Parks Association, San Fran.
Design Presidio Promenade sculptural seating. |
| 1998 | San Jose Public Commission , supporting artist Wallenberg Park, San Jose
Foundational seating for S. Pacal Beran's kinetic "Tree of Life" Sculpture. |
| 1997 | Municipal Commission
City of Danville, Hap Magee Ranch Park, Drive-through Entry Gateway |

Art in Public Places and Municipal Commissions continued

Jeffrey Reed, pg 2 of 2

- 1996 **Municipal Commission San Jose**
Dorothy Ellenburg Memorial Park, large sculpture and signage
- 1994 **Sacramento Metropolitan Arts Commission** Cavanaugh Golf Course
Sculptural seating areas.
- 1993 **Art in Public Places Commission**
City of Davis, California, Fountains with integral seating for Central Park.
- 1991 **Municipal Commission, supporting artist**
"Life Through Time," Academy of Sciences, San Francisco
Large-scale tapestries of rammed earth depicting our geological history.

Awards

- 2003 **AIA San Francisco – Urban Design Honor Award "Best of the Bay"**
(For *Sun Flowers'* transformation of a 10'-wide sidewalk strip into a well-used public seating and dining area for both day and night.)
AIA San Francisco – Green Design Honor Award "Best of the Bay"
(For *Sun Flowers'* use of solar power, wind, water retention, recycled materials and educational components.)
- 1998 **San Francisco Landscape Garden Show**, Reed Madden Designs debuts first
"Fountaintable," receives 3 awards for sculpture garden including a landscape design award from American Society of Landscape Architects.
- 1992 **National Compact House Competition, 2nd Place**
Director of team, Rammed Earth Works, Napa, Ca., Book published, 1992

Selected Exhibitions & Projects

- 2012 **Post/Shayer Garden**, Palo Alto, Ca.
Privately commissioned Sculpture Garden with fountaintable™
- 2003 **"Water's Edge" Water-wall**, Belvedere, Ca.
Privately commissioned fountain sculpture
- 1997 **Corporate Commission** Livermore, Ca.
California State Auto Association, Entry plaza and dining court
- 1997 **"Material Matters"** Laidley Garden, Oakland, Ca
Privately commissioned Sculpture Garden
- 1996 **Moon Garden**, San Francisco, Ca.
Privately commissioned Sculpture Garden
- 1996 **The Rammed Earth House**, by David Easton
Architecture and text illustration.
- 1995 **Hollis Street Project**, Emeryville, Ca.
First show of "Signs of Life" sculptures
- 1995 **"Philosopher's Garden"** Kenwood, Ca.
Privately commissioned Sculpture Garden
- 1994 **La Quinta Sculpture Park**, La Quinta, Ca.
Stabilized earth wind sculpture
- 1994 **Sister City Project**, Leon, Nicaragua
Architecture and team management for community school project
- 1993 **Lightescapes** at LIMN, San Francisco, California
Invitational exhibit of Bay Area light artists
- 1992 **AIA Sustainable Architecture Ideas & Community Solutions**
Pictorial essays of the lineage of modern earthen architecture
- 1991 **Dryland Lecture Series, Speaker**
Lecture on earth building in the dryland environment, Las Vegas, NV
- 1991 **Dwelling on Earth**, by David Easton
Book illustrator and chapter author of professional earth builders' manual
- 1990 **SoCo Gallery**, Napa, California
Exhibit of environmental sculpture & lighting

Jennifer Madden

833 S. 19th Street, Unit J, Richmond, Ca 94801 • 510.734.1782 • Madden@ReedMadden.com

Education

1993 **University of California, Berkeley**
 MLA Masters of Landscape Architecture
1982 **University of California, Santa Cruz**
 BA Art History
1980-1981 **University of Saint Andrews, Scotland**
 U.C. Education Abroad Program

Professional Experience

1998 - **Designer / Partner** Reed Madden Designs, Richmond, CA
Present Design public and private sculptural art commissions, architecture, gardens,
 custom fountains and furniture. Reed and Madden's Fountaintable™
 sculptures are featured in galleries throughout California.
1994- 2003 **Lecturer** Univ. of California at Davis, Dept. of Environmental Design,
 Landscape Architecture:
 LDA 191: The Asphalt Garden: Form Follows Parking, 2003
 LDA 191: Beyond Function: Designing with Personality Theory, 1999, 2000, 2002
 LDA 70: Basic Landscape Design Studio, 2000, 2001, 2002, 2003
 LDA 21: Landscape Graphic Communication, 1995 - 2003
 LDA 11: Landscape Architecture Studio: Introduction, 1996, 1997
 LDA 121: Advanced Graphics in Landscape Architecture, 1994
1994 - 1997 **Landscape Designer** Jennifer Madden, Albany, CA
1993-1994 **Planner** Community Development by Design (Hester-McNally), Berkeley, CA
1991- 1993 **Graduate Student Instructor**, Chip Sullivan, Univ. of California, Berkeley
 ED 104: Site Planning, 1993
 LA 101: Introduction to Landscape Design, 1991 and 1992
1992 **Research Assistant** Professor Chip Sullivan, U.C. Berkeley
 Researcher and editor for Sullivan's book: Climate and Gardens
1991 **Research Assistant** Professor Randolph Hester, U.C. Berkeley
 Lead project designer for the Earnest Memorial Arboretum in the
 Jackson Demonstration State Forest, California Dept. of Forestry.
1985-1989 **Administrator/Technical Reports Editor**, Univ. of California, Santa Cruz
 Dept. of Computer Science. Creator of Computer Science Library;
 Editor of technical report papers by faculty for publication.

Publications

2001 **"A Language of Design Using Personality Theory"**
 Proceedings from the 3rd Symposium on Systems Research in the Arts.
 Baden-Baden, Germany. August 1-4.
1993 **"Cohousing: The American Pioneers"** Masters Thesis
 University of California, Berkeley (Thesis Advisor: Clare Cooper-Marcus)
1992 **"Color Cards Improve Group Process"**
 Cohousing Newsletter. Berkeley, CA Fall.

Public Art Commissions by Reed Madden Designs (see Reed's resume above)

Profession Services & Volunteer Work

Jennifer Madden, page 2 of 2

- 2006 **Plaza Redesign Consultant**, Tiburon, California. Create seating designs, recommend tree species and plaza resurfacing treatments.
- 1995-1998 **Site Development Committee**, Berkeley Montessori School, Berkeley, CA
Research potential site acquisitions, interview architects for programming, summarize financial analysis for bank loans, create preliminary construction budget and timetable.
- 1996-1998 **Site Improvement Committee**, Berkeley Montessori School, Berkeley, CA
Create landscape design plans for preschool.
- 1997 & 1994 **Book Reviewer**, *Drawing the Landscape*, by Chip Sullivan; both original manuscript and revised edition by Chip Sullivan, Van Nostrand Reinhold, NY.
- 1996 **Portfolio Review Committee**, Univ. of California, Davis
Dept. of Landscape Architecture. Review student applications for program.
- 1994 **Selected Juror**, San Francisco Garden Club – Student Design Awards, Univ. of California at Berkeley, Dept. of Landscape Architecture, Spring.
- 1990-present **Invited Guest Juror** for dozens of design studios at both UCB & UCD.

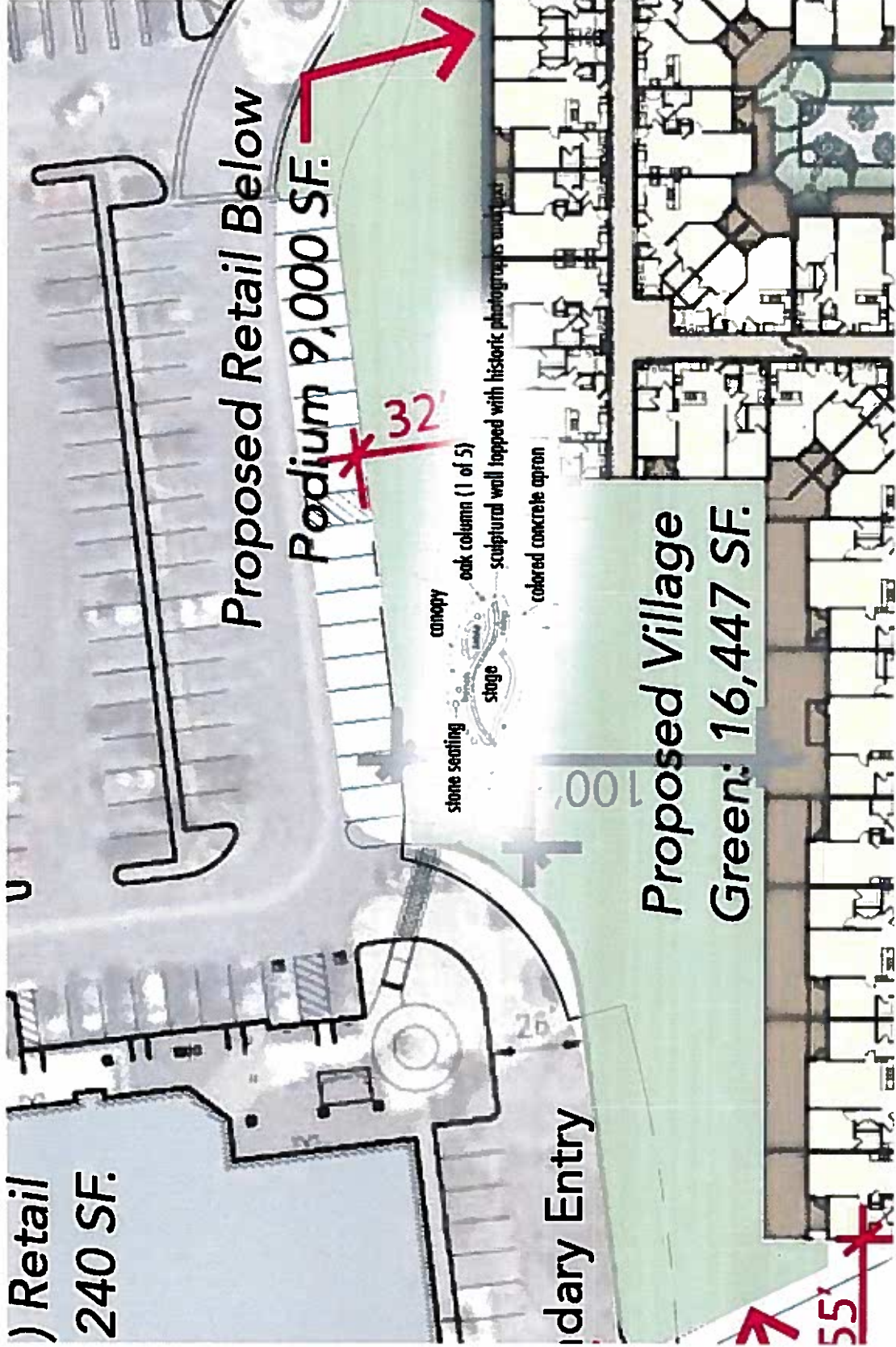
Academic and Professional Honors

- 2003 **American Institute of Architects - Urban Design Honor Award**
Northern California Chapter "Best of Bay"
(For *Sun Flowers'* transformation of a 10'-wide sidewalk strip into a well-used public seating and dining area for both day and night.)
American Institute of Architects - Green Design Honor Award
Northern California Chapter "Best of Bay"
(For *Sun Flowers'* use of solar power, wind, water retention, and recycled materials and educational components.)
- 2002 **Univ. of California, Davis, Undergraduate Instructional Improvement Grant**
For creating a new course: "The Asphalt Garden: Form Follows Function"
- 1999 **Univ. of California, Davis, Undergraduate Instructional Improvement Grant**
For creating a new course: "Beyond Function: Form Follows Personality"
- 1998 **American Society of Landscape Architects – Design Award**
ASLA - Northern California Chapter
For Reed-Madden's garden design "Who's Invited for Drinks at the California Watertable" San Francisco Landscape Garden Show, March.
San Francisco Landscape Garden Show - Water Smart Award
Reed Madden Designs debuts first "Fountaintable™" with drought-tolerant plants around a "cracked earth" table with recycled central water feature.
San Francisco Landscape Garden Show - Mediterranean Design Award
- 1995 **Group Furniture Exhibition**
Univ. of California, Berkeley, College of Environmental Design
Wurster Hall Design Gallery. Spring
- 1992 **Group Furniture Exhibition**
Univ. of California, Berkeley, College of Environmental Design
Wurster Hall Design Gallery. Fall
- 1991 **Univ. of California, Berkeley, Farrand Research Grant**
For thesis research on "Cohousing: The American Pioneers"

Invited Speaking Engagements

- 2009 **Palo Alto Art Commission "Public Art"** Palo Alto, Ca. (Honorarium)
- 2003 **Design Alliance**, Davis, California. "Form Follows Personality"
February. City Arts Center. (Honorarium)
- 2002 **Dept. of Environmental Design**, Univ. of California at Davis
Fall Luncheon Lecture Series. "Preferences in Design"
- 2001 **Symposium on Systems Research in the Arts**. Baden-Baden, GERMANY
"A Language of Design Using Personality Theory" August

Exhibit B
Proposed Final Public Art Plan



) Retail
240 SF.

Proposed Retail Below

Podium 9,000 SF.

Proposed Village
Green: 16,447 SF.

Secondary Entry

stone seating
canopy
stage
oak column (1 of 5)
sculptural wall topped with historic photographs and text
colored concrete apron

OAKBROOK VILLAGE



SITE PLAN A0.3

Oakbrook Village Public Art Budget

Reed Madden Designs

"Place in Time"

DESIGN FEES:

Artists' Design Fees	\$ 25,000
Construction Documents	\$ 12,000
Structural Engineering	\$ 25,000
Design Development and Oversight	\$ 25,000
Subtotal	\$ 87,000

ARTIST SHOP FABRICATION:

TREES (3) 16' tall

Materials: Steel tubing and bronze cladding	\$ 13,600
Labor to Fabricate	\$ 46,000

SHADE CANOPY (2) 40' long awnings

Materials: Stainless steel, patina, fasteners, acrylic w/UV coating	\$ 15,100
Labor to Fabricate	\$ 52,000

ART S-WALL Canted 42" high x 36'-long wall (20"base to 8"top)

S-Wall mold materials: lumber, plywood, liners	\$ 2,000
Labor to fabricate foiled-lined mold	\$ 9,500

S-BENCH cantilevered bench with specialty concrete finishes

Materials: stainless steel, plywood, color, fasteners & concrete	\$ 1,300
Labor to create stainless steel support plates	\$ 2,100
Labor to fabricate (3) ≈10'-6" concrete bench-segments	\$ 7,100

TABLE 1/4" stainless steel plate with supporting ribs over a central support of artful concrete

Materials: Concrete base, stainless steel + fasteners	\$ 3,300
Labor to fabricate	\$ 11,000

SEATS (4) concrete seats to artfully resemble rocks

Materials: lumber, concrete, grout, stains, steel rods	\$ 600
Labor to fabricate molds, pour, strip, stain, grout & seal	\$ 5,300

HISTORY PLAQUES On top of the S-Wall ≈16'

"River of History" wall and map table; Fiberglass embedment interpretive signage + map	\$ 10,000
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HAND RAIL

Materials: stainless steel, mounting sleeve and fasteners	\$ 500
Labor to fabricate	\$ 3,300

Subtotal Shop Fabrication	\$ 182,700
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ARTISTS' FABRICATION IN-SITU**BASES FOR TREES**

Concrete bases for "Trees," handrail, and art/history wall \$ 9,800

BASE FOR SCULPTURE

Stage, ramp, steps and surround \$ 15,000

ART WALL FABRICATION

Two color wall w/artistic stones, plaque and stainless steel bench supports, colored grouts & stains \$ 19,600

LIGHTING

Uplights at base by "trees" (lights, wiring, controller & labor) \$ 7,500

ARTISTS' PLAQUE

Art title, names, date and funding source

Bronze plaque (≈ 6" x 10") by California Casting \$ 800

TRANSPORTATION OF MOLDS TO FABRICATE ART IN-SITU \$ 600

CRANE RENTAL FOR FABRICATION \$ 1,200

Subtotal Fabrication In-Situ \$ **54,500**

DELIVERY (part one)

Trucking from Richmond to Laguna Hills: \$ 1,700

-Concrete seat benches, handrail, map table

Forklift rental to remove from truck. \$ 300

DELIVERY & INSTALLATION (part two)

Trucking "Trees and Canopy" from Richmond to Laguna Hills \$ 3,000

Forklift rental to remove from truck. \$ 300

Installation Labor for "trees" and canopies. \$ 3,000

Subtotal Delivery & Installation \$ **8,300**

CONTRACT TOTAL

\$ 332,500 *

*Note: Cost of permits is not included.

G.C. to provide electrical service to sculpture and location for lighting timer/controller.



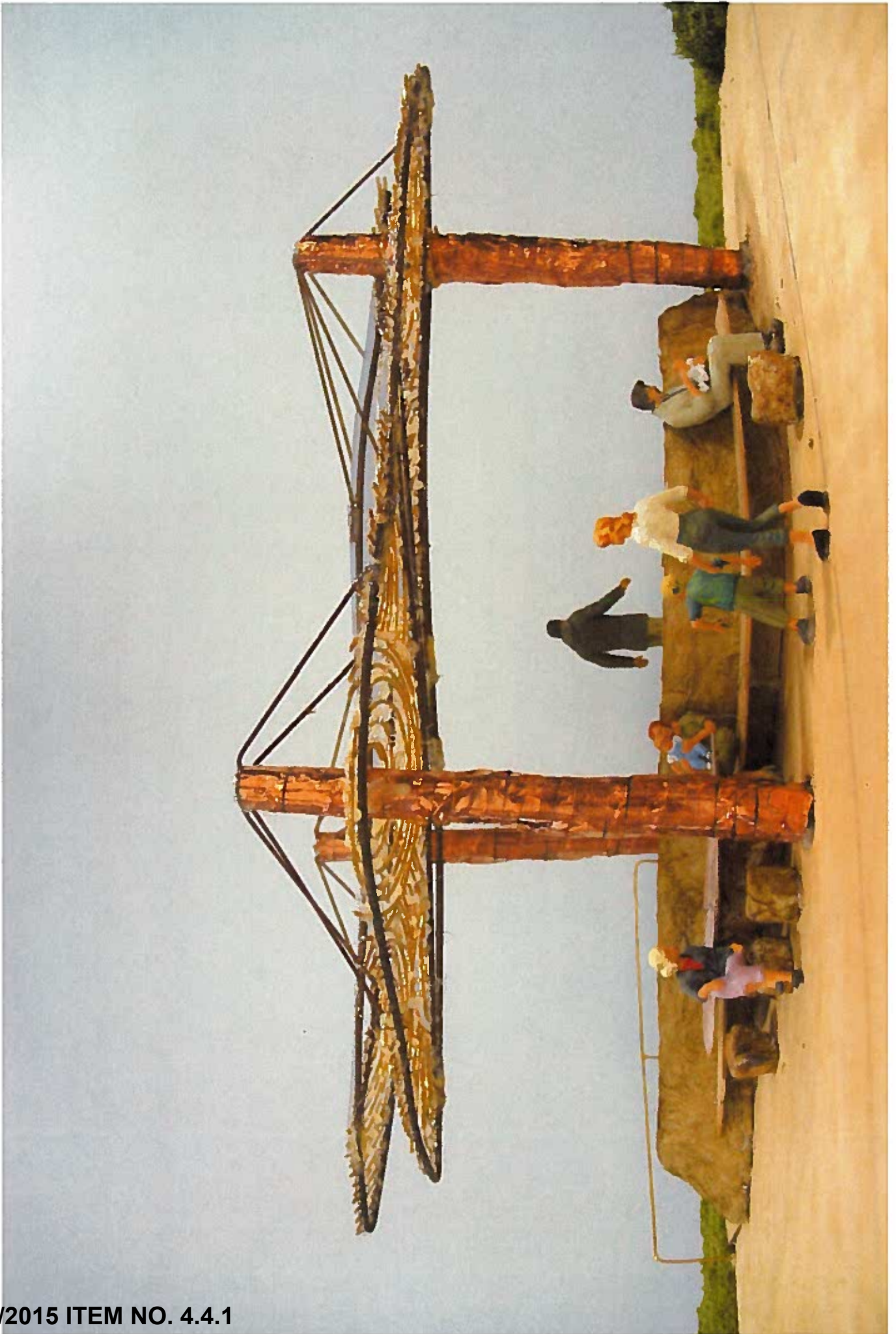














City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: CHAIR AND AGENCY MEMBERS

FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT

ISSUE: PARKING USE PERMIT (PUP) NO. 6-15-3228, A REQUEST BY SHARI HOGAN TO PERMIT SHARED PARKING AMONG ALL TENANTS AT 25260 AND 25254 LA PAZ ROAD (A PORTION OF LA PAZ VILLAGE, APN 620-211-17) IN THE COMMUNITY COMMERCIAL ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR PUP NO. 6-15-3228; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING PARKING USE PERMIT (PUP) NO. 6-15-3228, A REQUEST BY SHARI HOGAN TO PERMIT SHARED PARKING AMONG ALL TENANTS AT 25260 AND 25254 LA PAZ ROAD (A PORTION OF LA PAZ VILLAGE, APN 620-211-17) IN THE COMMUNITY COMMERCIAL ZONE."

SUMMARY:

Shari Hogan (the "Applicant"), a future tenant at La Paz Village, is proposing shared parking among tenants in the main parcel of the shopping center. The subject parcel is identified as Assessor Parcel No. (APN No.) 620-211-17 and is comprised of two buildings – 25260 and 25254 La Paz Road. The Applicant is currently unable to locate her hair salon business in the center due to deficient parking when using the established ratios set forth in the Zoning Code. However, the Zoning Code allows for an alternative parking methodology to be used (known as "shared parking") when it can be demonstrated that there is sufficient parking for all uses on a site when the shared parking methodology is applied.

The City's shared parking approach is based on documented empirical analyses that have determined the demands for parking for different uses vary over the course of a day. Conversely, the City's traditional approach to parking requires uses to ensure required parking (based on parking ratios contained in the Zoning Code) is provided at all times. After reviewing the Applicant-conducted parking survey of current parking conditions to establish the current parking demand baseline for the main parcel, and the additional parking required for the salon use, staff has concluded that there is sufficient parking to

support all existing businesses, the Applicant's proposed business, as well as future occupancy of existing vacant tenant spaces. Staff's analysis concluded that 36 parking spaces would be available after the required parking for the Applicant's business was added to the current parking demand. Based on the Applicant's parking study, a surplus of 64 spaces exists without the business.

Staff has included conditions of approval that will ensure that provided parking will be sufficient at the property. Staff has reviewed the use in light of the goals and policies of the General Plan and Development Code requirements and is recommending the Planning Agency approve the project.

AUTHORITY:

Pursuant to Section 9-44.070 of the Development Code (Title 9 of the Laguna Hills Municipal Code) sharing of parking facilities is permitted provided that it can be demonstrated that sufficient parking is provided for all users. Table 9-92.030 grants the Planning Agency authority to review and approve PUPs. The findings required for the PUP are also found in Section 9-92.080(E) and are listed and discussed in the attached Resolution.

PROJECT DESCRIPTION AND ANALYSIS:

La Paz Village shopping center is comprised of three parcels with four buildings and 209 parking spaces. According to the property manager (Boardwalk Development) the three parcels have a formal shared access agreement, but no formal parking agreement. While the parcels have distinctly separate ownership, they are not delineated by means of individual parcel parking and access; therefore, the parcels function as one shopping center. This condition was permitted by the County of Orange.

Neither the Applicant, property owner, nor City has any records that establish joint use of parking over the shopping center. A preliminary title report supplied by the property manager confirms the lack of a recorded instrument which requires the property owners to engage in reciprocal parking. Therefore, under the City's parking code, each parcel must meet the code-required ratios for each individual business. Even though the application



does not apply the proposed PUP to Areas B and C (depicted above) due to the separate property ownerships, from a practical standpoint, the parking information contained in the parking counts prepared by the Applicant reflects reciprocal parking activity between the three properties. Because Areas B & C are separately owned, the subject application involves only the main parcel consisting of two buildings totaling 24,430 square feet. There are a total of 164 parking spaces provided on the main parcel for use by the businesses.

The Applicant is proposing to locate in an 826 square foot tenant space on the subject property (highlighted above) in the main in-line retail building. The proposed business hours are 8:00 AM – 8:00 PM Tuesdays and Thursdays, and 8:00 AM – 5:00 PM Wednesday, Friday, and Saturday. A typical retail use in this tenant space would be required to provide four parking spaces (one space per 200 square feet). The proposed hair salon would require 18 parking spaces (six stations with three parking spaces per station). Application of the code required ratios for all businesses (including the proposed use and vacant retail space) on the main parcel results in a theoretical parking demand of 184 parking spaces leaving a theoretical deficit of 20 spaces. The deficit includes the 18 spaces required for the proposed use.

Table A below summarizes the parking provided and required on each of the shopping center's three parcels and includes the proposed use in Area A, the main parcel.

TABLE A

	Parking Required	Parking Provided	Surplus/ Deficit
Area A: 620-211-17 (Subject property)	184	164	-20
Area B: 620-211-18	30	33	3
Area C: 620-211-15	10	12	2
Summary	224	209	-15

The City has a well-established history of utilizing the shared parking methodology in shopping centers. To establish that the main parcel is suitable for shared parking, the Applicant conducted a parking survey taking hourly counts of the actual number of vehicles in the parking lot study area. Counts were taken between the hours of 8:00 a.m. to 8:00 p.m. daily for a week. The survey found that the average number of vehicles in the lot was 64 cars, with a peak of 134 vehicles. However, the peak parking demand was recorded during a time that the proposed hair salon will not be open. Peak parking demand during the planned operating hours of the business was 102 spaces (Thursday at 5:00 p.m.). At the peak usage during the proposed salon's operating hours, 62 parking spaces are available. Staff notes the parking counts provided were only conducted over the main parcel depicted by Area A, since Areas B and C provide their property's parking requirements. The Applicant's parking counts and staff's parking tabulations are contained in **Attachment 4**.

With the addition of the proposed hair salon (which requires 18 parking spaces), and assuming an additional 8-space demand for the currently vacant office spaces (25260 #2-3 and 25260 #4A), a 36-space surplus (22 percent) would remain. When evaluating shared parking, it is customary to leave a minimum 10 percent parking surplus which is achieved with this permit. With the approval of this PUP, all new businesses locating in the main parcel will be evaluated for available parking prior to issuance of Certificate of Use and Occupancy. This allows staff to make sure that the main parcel's parking supply continues to be sufficient for all users. A condition has been included that allows staff to require a parking study from the property owner as a result of any changes in tenant mix (Condition 12).

PUBLIC COMMENT:

A total of 99 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property and the tenants of the subject property. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the operation, permitting or minor alteration of existing structures involving little or no expansion.

CONCLUSION:

Staff recommends approval of the PUP to allow shared parking among all businesses on APN No. 620-211-17. The actual parking demand for existing uses on the subject site is lower than the theoretical demand required by the Development Code. Further, despite the addition of the 18 spaces required by the Development Code for the use to the peak observed parking demand, the main parcel is projected to maintain over 20 percent of its parking supply in surplus parking which is more than double the recommended surplus for available parking. Approval of this PUP to permit shared parking will enable staff to approve the Certificate of Use and Occupancy for the subject business that would otherwise not be able to locate on the property due to parking restrictions. With proposed Conditions of Approval, the project meets the goals and policies of the General Plan and will not have an impact on the health, safety, or welfare of the community.

ATTACHMENTS:

- Attachment 1 - Resolution
- Attachment 2 - Letter of Justification
- Attachment 3 - Plans
- Attachment 4 - Parking Survey and Calculations

Attachment 1

Resolution

RESOLUTION NO. PA2015-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING PARKING USE PERMIT (PUP) NO. 6-15-3228, A REQUEST BY SHARI HOGAN TO PERMIT SHARED PARKING AMONG ALL TENANTS AT 25260 AND 25254 LA PAZ ROAD (A PORTION OF LA PAZ VILLAGE, APN 620-211-17) IN THE COMMUNITY COMMERCIAL ZONE

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

WHEREAS, Shari Hogan ("the Applicant"), has filed an application for PUP No. 6-15-3228 to permit shared parking among all tenants at 26260 and 25254 (a portion of La Paz Village, APN 620-211-17); and

WHEREAS, PUP No. 6-15-3228 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 (CEQA Guidelines Sections 15301, Existing Facilities) exemption; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on July 14, 2015.

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

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

SECTION 2. That the required findings by the City for approval of PUP No. 6-15-3228 have been met and made as follows:

1. The proposed joint parking use permit is consistent with the intent and purpose of the development code.

The intent of the parking requirements in the development code is to ensure that all land uses provide safe access and on-site circulation with adequate off-street parking facilities. Pursuant to Section 9.44.070 of the Laguna Hills Municipal Code, shared use of parking facilities is allowed provided that it is shown that adequate parking for all users is maintained. The Applicant has demonstrated that based upon the existing actual demand at the center, the additional spaces required for a proposed hair salon are available at the center.

2. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities.

The shared parking evaluated and approved is within only one legal parcel. Therefore the joint use of parking on that parcel is not affected by the sale or transfer of other properties. This permit is binding and enforceable against the property owner and all existing and future tenants per the conditions of approval. Additionally staff is able to evaluate parking supply for each new user at the center through the Certificate of Use and Occupancy process and prior to granting a Certificate of Use and Occupancy for any new use. Condition 12 provides the City with the means to enforce the proposed shared parking arrangement against future tenants and owners.

3. The requirement for parking established by the joint parking use permit shall assure that the parking demands for the participating uses are continually met.

This permit is binding and enforceable against the property owner and all existing and future tenants per the conditions of approval. Additionally staff is able to evaluate parking supply for each new user at the center through the Certificate of Use and Occupancy process and prior to granting a Certificate of Use and Occupancy for any new use. Therefore staff is able to continually evaluate and ensure available parking with each new user. If a parking issue does occur or the mix of uses changes, the Community Development Director, per Condition 12, can require the Applicant (as defined in Condition 1) to provide a parking study to demonstrate that parking is still sufficient to meet the parking needs at the shopping center.

4. The proposed use is consistent with the General Plan.

The project is consistent with the goals and policies of the General Plan. In particular, with regard to parking, the General Plan has a policy stating that parking in shared surface lots or parking structures should be encouraged to make the most efficient use of land. Additionally a policy is included in the General Plan to reduce the amount of land devoted to parking by integrating multiple use parking solutions that still provide adequate parking for all uses. Currently, the subject parking lot is often underutilized according to the parking survey conducted and based on staff's personal knowledge and on-going monitoring of the shopping center's operation. Establishing formal shared parking will allow an additional business that could not otherwise locate at the shopping center to utilize currently underused parking, while still providing adequate parking for all users at the center.

5. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The parking survey conducted for the application demonstrates that there is available parking at the shopping center for additional or higher demand uses such as the proposed hair salon. With the addition of the hair salon,

parking will remain adequate for the current mix of tenants. Should the tenant mix shift, or should a problem be identified in the future stemming from the grant of this Permit, Condition 12 will allow the City to address any issue with the Applicant in a timely manner to ensure that any parking issues are not left to impact the subject or surrounding properties.

6. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject site is a part of an existing neighborhood shopping center that and provides 164 spaces within a shopping center that provides 209 parking spaces. The parking survey and analysis provided by the Applicant demonstrates that the supplied parking on the subject site is adequate for the mix of tenants. A parking demand survey provided by the Applicant indicates that there is adequate parking provided on the site to support the proposed use, vacant tenant spaces, and the current observed demand on the subject site as described by the report to the Planning Agency for PUP-6-15-3228. Therefore grant of this permit will not impact the existing uses in the area.

7. All required development standards prescribed by the Development Code can be achieved.

Through the grant of a share parking use permit, the parking requirements of the Development Code are met, which allows shared parking among multiple users when it can be demonstrated that the provided parking is adequate. The worst-case parking condition (when the proposed use is open) indicates that a surplus of 36 parking spaces exists when the anticipated parking demand for the proposed use is included in parking calculations used to determine required parking on the property. No modifications to the property are required to implement the proposed PUP.

8. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The conditions placed upon the permit are standard conditions. The condition of approval allowing the Community Development Director to require a parking study in the future should issues stemming from this Permit arise is a standard condition for all parking use permits and ensures that if changes occur at the shopping center, this Permit can be re-evaluated to ensure that it continues to serve the intended purpose of making the most efficient use of parking areas without causing parking issue or negative impacts.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve PUP No. 6-15-3228 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Shari Hogan; the owner of the property, Southco Properties; and tenant(s) of the property; and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Parking Use Permit, PUP No. 6-15-3228 approved pursuant to this Resolution.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
4. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project

regarding any other applicable ordinance, regulation, or requirement.

5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from July 14, 2015.
10. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Building

11. The Applicant shall comply with California Disabled Accessibility requirements, with regard to ADA parking, as required by Chapter 11 of the California Building Code.

Planning

12. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the shopping center, the Applicant shall, at its sole cost and expense, be responsible for the cost of a parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable mitigation measures deemed appropriate by the Director related to such impacts based on the findings of such study.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2015.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2015- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 14th day of July, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Letter of Justification

Shari Hogan
25931 TreeTop Road
Laguna Hills , CA

June 24, 2015

92653

(949) 280-5737

Letter of Justification , Parking use Permit

PUP- 3228

To:

City of Laguna Hills Planning Department

24035 El Toro Road

92653

RE: 25260 La Paz Road Suite J , Proposed New location of Brooke Morgan Hair Studio

Dear Planning Staff,

Brooke Morgan Hair Studio proposes to relocate it's business to the "la Paz Village Center" located on the South West corner of La Paz road and MacIntyre Road however, the parking spaces calculated per the current code exceed the required number of spaces for the Center .

The proposed floor plan will allow up to (6) stylists with varying schedules and patron load. The current parking allocation required per code is (3), per operator. Typically, this is a "one on one " service business with minimal appointment overlap. The business hours of operation are as follows:

Closed – Sunday and Monday

8 AM - 8 PM ---Tuesdays and Thursdays

8 AM – 5PM ---Wednesday, Friday and Saturday

The shopping Center has a total of (209) combined parking stalls including 7, Handicap spaces. The outlined portion of the Site plan, area "A", has (164) parking spaces including (4) handicap spaces. The hourly parking survey was performed on the specific parcel shown within the bold lines of the site plan.

The hourly parking survey was conducted daily, for a period of (1) week from 5/10/15 – 5/16/15 . The Parking survey has revealed that an average of (64) spaces were used during the

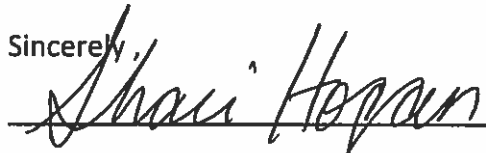
(12) hour period studied with a total peak count of (134) parked within the parcel . The peak parking counts typically occurred at 7:00 PM, the end of the Brook Morgans operating hours (2) days a week.

The Center has a broad mix of service and professional businesses with a low vacancy rate. Currently there is approximately 2,000 square feet of 2nd story retail space vacant above the proposed location of Brooke Morgan . The Center's buildings and parking lot were recently remodeled and upgraded for circulation and accessibility compliance as well as landscaping and lighting.

The addition of the code required (18) spaces for this use will not adversely impact the Centers peak parking demand or the health and welfare of the general public .

In conclusion, we respectfully request the acceptance of our application for the Parking Modification based on the actual site conditions and look forward to joining the City of Laguna Hills business community.

Sincerely ,

A handwritten signature in black ink that reads "Shari Hogan". The signature is written in a cursive, flowing style. The first name "Shari" is written with a large, stylized "S" and "H". The last name "Hogan" is written in a similar cursive style. The signature is written over a horizontal line.

Shari Hogan

Attachment 3

Plans

LAGUNA HILLS, CA. 92653

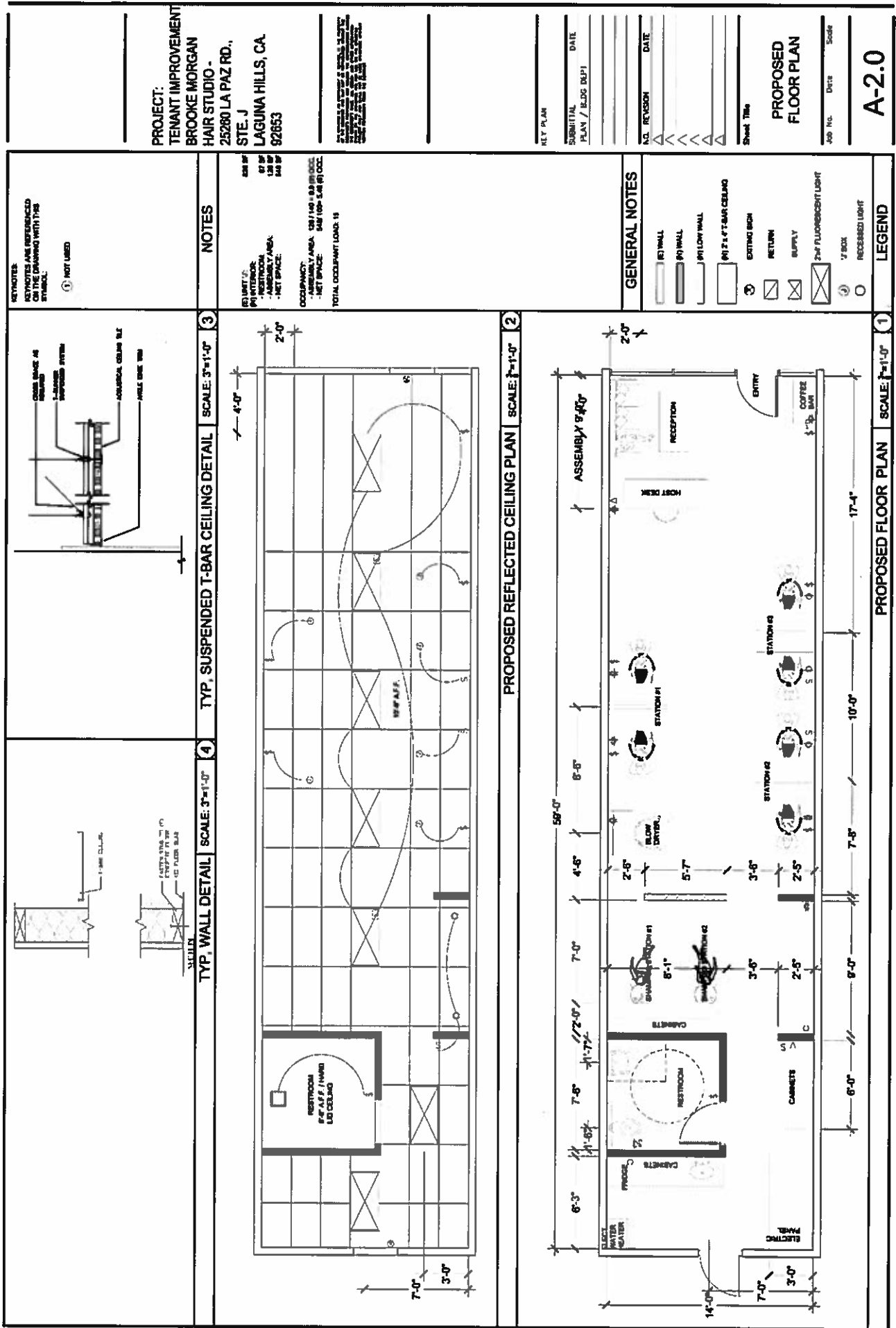


12.0 FLOOR PLAN / CHANGING PLAN / DETAILS

OCCUPANCY: _____

A map of the area around the University of California, Berkeley. The map shows the 'Berkeley Community Center' and the 'Berkeley Community Center'. The map is oriented with North at the top. The 'Berkeley Community Center' is located at the intersection of 'Berkeley Blvd' and 'Berkeley Blvd'. The 'Berkeley Community Center' is located at the intersection of 'Berkeley Blvd' and 'Berkeley Blvd'. The map also shows the 'Berkeley Community Center' and the 'Berkeley Community Center'.

A-1.0



Attachment 4

Parking Survey and Calculations

<u>Date and Time</u>	<u># of Cars in Lot A</u>
----------------------	---------------------------

Sunday 5/10/15

8:00 AM	20
9:00 AM	27
10:00 AM	27
11:00 AM	58
12:00 PM	67
1:00 PM	18
2:00 PM	19
3:00 PM	19
4:00 PM	49
5:00 PM	22
6:00 PM	33
7:00 PM	29

Monday 5/11/15

8:00 AM	19
9:00 AM	17
10:00 AM	44
11:00 AM	58
12:00 PM	66
1:00 PM	66
2:00 PM	51
3:00 PM	45
4:00 PM	51
5:00 PM	74
6:00 PM	93
7:00 PM	104
8:00 PM	76

Tuesday 5/12/15

8:00 AM	26
9:00 AM	33
10:00 AM	47
11:00 AM	59
12:00 PM	74
1:00 PM	87
2:00 PM	54
3:00 PM	68
4:00 PM	61
5:00 PM	67

6:00 PM	70
7:00 PM	108

Wednesday 5/13/15

8:00 AM	29
9:00 AM	34
10:00 AM	36
11:00 AM	44
12:00 PM	54
1:00 PM	48
2:00 PM	44
3:00 PM	41
4:00 PM	48
5:00 PM	72
6:00 PM	78
7:00 PM	103

Thursday 5/14/15

8:00 AM	65
9:00 AM	50
10:00 AM	45
11:00 AM	56
12:00 PM	71
1:00 PM	87
2:00 PM	45
3:00 PM	38
4:00 PM	59
5:00 PM	102
6:00 PM	66
7:00 PM	66
8:00 PM	68

Friday 5/15/15

8:00 AM	50
9:00 AM	55
10:00 AM	39
11:00 AM	62
12:00 PM	85
1:00 PM	89
2:00 PM	53
3:00 PM	81
4:00 PM	95

5:00 PM	81
6:00 PM	71
7:00 PM	134
8:00 PM	128

Saturday 5/16/15

8:00 AM	46
9:00 AM	61
10:00 AM	67
11:00 AM	77
12:00 PM	70
1:00 PM	74
2:00 PM	63
3:00 PM	78
4:00 PM	87
5:00 PM	94
6:00 PM	86
7:00 PM	68
8:00 PM	79

Main Parcel Parking (APN 620-211-17)

Address	Tenant	Type	Ratio	Approx Square-footage	Required parking	with restaurant discount	
25260A	Kappo Hana	Restaurant	1/100	1200	12	7	
25260B	Heidelberg Bakery	Take-Out	1/250	1800	7	7	
25260C	Nails & Hair by Diana	Salon	3/station	(7 stations) 1200	21	21	
25260D	Awakenings	Retail?	1/200	2000	10	10	
25260E-G	La Paz Optometric Center	Medical	1/150	3480	23	23	
25260H	OC Natural Health Center	Massage	3/station	(4 stations) 1200	12	12	
25260I	Dentist	Medical	1/150	1200	8	8	
25260J	Brooke Morgan Hair Studio	Salon	3/station	(6 stations) 900	18	18	
25260K-L	Sway Ballroom	Fitness	**	3882	17	17	
25260M	OC Cleaners	Dry Cleaning	1/400	1918	5	5	Parking per SDP
25260#1	La Paz Spa	Massage	3/station	(3 stations) 1000	9	9	
25260#2-3	Vacant	Office?	1/300	1744	6	6	
25260#3C	Sprint	Wireless	N/A	256	0	0	
25260#4A	Vacant	Office?	1/300	500	2	2	
25260#4B	Verizon	Wireless	N/A	500	0	0	
25254A	Villa Roma Restaurant	Restaurant	1/100	3300	31	26	*square footage is less RR
25254B	Villa Roma Market&Deli	Retail	1/200	2650	13	13	

Flat Rate Parking:

Total Square Footage	24,430
Total Parking Provided	164
Total Parking Required	194

Restaurant Parking Discount Calculation:

Total restaurant area	4500
%of center restaurant	18% Does not qualify for center-wide discount
Total Parking Required (with restaurant discount)	184
Surplus/Deficiency:	-20



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 5-15-3216, A REQUEST BY APRIL JOSEPHSON ON BEHALF OF THE PET ADOPTION CENTER OF ORANGE COUNTY TO ESTABLISH AND OPERATE A PET ADOPTION, BOARDING, AND TRAINING CENTER AT 23024 LAKE FOREST DRIVE, SUITES E & F, IN THE MIXED USE ZONE.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CUP NO. 5-15-3216; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 5-15-3216, A REQUEST BY APRIL JOSEPHSON ON BEHALF OF THE PET ADOPTION CENTER OF ORANGE COUNTY TO ESTABLISH AND OPERATE A PET ADOPTION, BOARDING, AND TRAINING CENTER AT 23024 LAKE FOREST DRIVE, SUITES E & F, IN THE MIXED USE ZONE."

SUMMARY:

April Josephson, on behalf of the Pet Adoption Center of Orange County, Inc. (the "Applicant"), has applied for a conditional use permit to establish a pet adoption, boarding, and training center at the Laguna Hills Business Center. The business will occupy two suites totaling 2,300 square feet and is run by a non-profit corporation that works to find homes for dogs that are nearing or have exhausted their retention period at the County shelter. The facility will have a capacity for up to 20 dogs and will be fully licensed by the Orange County Health Care Agency and Orange County Animal Care.

In addition to its pet adoption services, the Applicant will provide seminars on pet selection, offer dog training for prior adopters, and offer kennel services for privately owned dogs. The latter uses are intended to be ancillary to the pet adoption services. A small area of the tenant space would also be dedicated for retail sales. Planned hours of operation would normally be 12:00 PM to 8:00 PM daily. These hours may increase during planned special events.

Staff has included conditions of approval that will ensure the business is a positive addition to the retail center and not a detriment to other tenants or surrounding properties as a result of the use. Planned tenant improvements include those that would attenuate any noise for the benefit of the animals, as well as adjoining tenants. Staff has reviewed the use in light of the goals and policies of the General Plan and Development Code requirements and is recommending the Planning Agency approve the project.

AUTHORITY:

Pursuant to Section 9-30.020 of the Development Code (Title 9 of the Laguna Hills Municipal Code) kennels are permitted in the Mixed Use (MXU) zone with approval of a Conditional Use Permit (CUP). The City's Animal Regulations contained in Chapter 9-56 also provide for the establishment of commercial animal facilities in designated zones with the granting of a CUP pursuant to Section 9-56.020. Development Code Section 9-92.080.C grants the Planning Agency authority to review and approve CUP applications. The findings required for the CUP are also found in Section 9-92.080 and are listed and discussed in the attached Resolution.

PROJECT DESCRIPTION AND ANALYSIS:

The subject property is a +/- 9-acre commercial center known as the Laguna Hills Business Center, and is located at the southwest corner of Avenida de la Carlota and Lake Forest Drive situated within the MXU. There is not one major anchor within the commercial center which houses 42 businesses within 71,000 square feet of commercial space in 11 buildings. The site is improved with 289 parking spaces.

Office, light industrial, and commercial uses dominate the area and the closest residential use to the subject property is over 1,000 feet to the south. The County maintains an unimproved flood control channel to the rear of the commercial center which is open and accessible to the public. The flood control channel is part of the county-wide stormwater drainage system.

The Pet Adoption Center of Orange County (PAC-OC) is a non-profit corporation that participates in Orange County Animal Care's Adoption Partner Program to find permanent homes for adoptable dogs. As an Adoption Partner, PAC-OC is notified of adoptable dogs that are nearing the end of their retention period (14 days for dogs originating from Laguna Hills) at the County shelter, and in need of rescue placement. PAC-OC's goal is to rescue these dogs and temporarily house them while working to find families or individuals that can permanently adopt them. PAC-OC's focus will be to rescue and place small and medium dogs for adoption.

PAC-OC is proposing to occupy a +/- 2,300 square foot space in the Laguna Hills Business Center that will serve as a temporary home for up to twenty rescued dogs, and as an adoption center for patrons to meet, interact with, and adopt an available dog.

During their time at PAC-OC, the dogs will be housed in eight “dog suites” (instead of traditional kennels) that will utilize approximately half the tenant space. The suites will be fully enclosed with floor-to-ceiling walls with windows, and will be insulated to reduce noise related to the dogs (i.e., barking). The business will be staffed by two employees and one volunteer during business hours. PAC-OC intends to install a video security system and maintain a contracted service to provide additional security after hours. Staff notes immediately adjacent businesses are a retail lighting store and locksmith.

A multi-purpose room is proposed for the other half of the tenant space, which will be configured as a living room for customers to interact with one of PAC-OC’s available dogs. In addition to pet adoption services, PAC-OC also plans to offer training classes, fundraising events, a small retail area for pet supplies, and short-term boarding for pet owners and other rescue groups if space allows. Training events and classes are anticipated to be held once or twice per week. Grooming for animals being boarded and waiting to be adopted will also be provided on-site.

The Applicant anticipates that adoptable dogs will be transferred individually to PAC-OC from the County as dogs leave the adoption center and are placed with their new families. The Applicant’s expectation is that animals would typically spend less than two weeks in the adoption center. In the event an animal is at the facility for an extended period of time, PAC-OC hopes to be able to transfer the animal to other non-profit organizations to increase the chances of an adoption taking place. Loading and unloading of animals is planned to occur at the rear of the building which maintains a back door for access to the tenant space.

Parking

The subject property is part of the larger Laguna Hills Business Center which is subject to a reciprocal parking covenant and easement recorded in May of 1977. This covenant establishes shared parking over six parcels which, collectively, maintain 489 parking spaces. The existing parking demand was calculated to be 383 parking spaces using the most recent tenant list provided by the Applicant. As an animal boarding facility, the City’s Development requires the business to provide 1 parking space for every 400 square- feet of floor area. Based upon the 2,300 square-foot tenant space, PAC-OC is required to provide 6 parking spaces. Factoring this into the existing parking demand means a parking surplus of 100 parking spaces will be maintained after PAC-OC is established. Even with special events and training classes, where attendance is expected to be around 20 persons, more than sufficient parking will be available to support the use.

Noise and Tenant/ Property Maintenance

As with any animal-related business, noise impacts to adjacent businesses are a primary concern. One of PAC-OC’s goals is to create a non-stressful environment for the dogs, and this is accomplished by providing them with dog suites and other areas where they

can roam freely. As a result of the more comfortable environment, the dogs are prone to bark less according to information provided by the Applicant. In addition, PAC-OC intends to implement noise attenuating measures in the kennel area as recommended by a licensed acoustical engineer. These improvements have been conditioned to be reviewed and approved by the Community Development Director prior to issuance of a Certificate of Use and Occupancy which is essentially the City's written final approval indicating that the use has met all of the City's requirements to begin operating.

To ensure the tenant space is adequately maintained, the Applicant has indicated that the interior of the business will be cleaned on a daily basis, and pet waste will be collected and disposed of in the proper receptacles in the shopping center. Since the Applicant also intends to utilize the County flood control channel adjacent to the rear of the subject property to provide a walking area for the animals as needed, staff has been told that employees and volunteers will be responsible for collecting and disposing of animal waste when dogs are walked in that area. The County's flood control channel is part of the county-wide stormwater drainage system, and staff notes that the City's adopted water quality ordinance codified at Chapter 5-36 of the Laguna Hills Municipal Code classifies animal waste as a pollutant. Any person who violates the provisions of Chapter 5-36 could face criminal fines and/or sanctions. The requirements of the ordinance are also applicable to PAC-OC as a corporation.

Conditions of approval have been also added to ensure that the outside of the business, including any areas where dogs are taken to walk, will be maintained in accordance with the City's property maintenance standards. Dogs are also required to be on a leash when outside the confines of the tenant space.

PUBLIC COMMENT:

A total of 42 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property and the tenants of the four retail buildings immediately adjacent to the subject property (23028 Lake Forest Drive, 23024 Lake Forest Drive, 23016 Lake Forest Drive, and 23010 Lake Forest Drive). To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the operation, permitting or minor alteration of existing structures involving little or no expansion.

CONCLUSION:

Staff is recommending approval of the CUP application for the PAC-OC. The subject tenant space is of sufficient size to accommodate the use and the parking provided at the site is sufficient to accommodate the use. No other development standards are affected. Staff has added Conditions of Approval to ensure the use does not negatively impact adjoining businesses. No residences will be impacted since the nearest residential use is over 1,000 feet away. With recommended conditions, the project meets the goals and policies of the General Plan and will not have an impact on the health, safety, or welfare of the community.

ATTACHMENTS:

- Attachment #1 - Resolution of Approval
- Attachment #2 - Letter of Justification
- Attachment #3 - Plans



CUP-5-15-3216
Attachment #1

Resolution of Approval

RESOLUTION NO. PA2015-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 5-15-3216, A REQUEST BY APRIL JOSEPHSON ON BEHALF OF THE PET ADOPTION CENTER OF ORANGE COUNTY TO ESTABLISH AND OPERATE A PET ADOPTION, BOARDING, AND TRAINING CENTER AT 23024 LAKE FOREST DRIVE, SUITES E & F, IN THE MIXED USE ZONE.

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

WHEREAS, April Josephson on behalf of the Pet Adoption Center of Orange County ("the Applicant"), has filed an application for CUP No. 5-15-3216 to establish and operate a pet adoption, boarding, and training center at 23024 Lake Forest Drive, Suites E & F; and

WHEREAS, CUP No. 5-15-3216 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 (CEQA Guidelines Sections 15301, Existing Facilities) exemption; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on July 14, 2015.

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

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

SECTION 2. That the required findings by the City for approval of CUP No. 5-15-3216 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for this property is Mixed Use, which is intended to provide for "areas where a variety of goods and services can be obtained within an overall planned environment." The Pet Adoption Center of Orange County will provide a valuable service to local residents seeking to adopt a pet, and will add to the variety of services offered at Laguna Hills Business Center. The subject property carries a zone designation of Mixed Use which implements the property's General Plan Land Use designation.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not

adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The use will be located in two existing tenant spaces in the Laguna Hills Business Center, an established shopping center. Other uses in the center include retail and service businesses, and restaurants. The Applicant has taken several steps to ensure that their business does not adversely affect adjacent businesses, buildings, or structures. First, a significant tenant improvement will be undertaken to prepare the subject tenant spaces for occupancy by animals. This tenant improvement will include noise mitigation features (such as added insulation to dog suite walls) as recommended by a qualified acoustic engineer. Condition 19 has been added to ensure the City reviews and approves these noise mitigation features prior to issuance of a building permit. Second, the interior of the business and all exterior areas where dogs are walked will be cleaned regularly and maintained in accordance with the City's property maintenance standards. Conditions 20 and 23 have been added to address this issue. Finally, the business will be supervised during business hours by at least two employees, and a video security system will be installed to allow the business to be monitored at night. Condition 24 has been added to address this issue. With the included conditions of approval and other regulatory requirements imposed on the use, the use will not adversely affect or be detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The veterinary clinic will be located within two existing tenant spaces totaling 2,300 square feet in an existing shopping center. The Applicant will undertake a tenant improvement project to prepare the spaces for their business. No exterior changes are proposed. The combined tenant space is adequate in size to accommodate the eight dog suites, multi-purpose room, and related storage and administrative areas proposed.

4. All required development standards prescribed by the Development Code can be achieved.

As the proposed veterinary clinic will be located within an existing tenant space, no development standards such as setbacks, height limits, or lot coverage standards need to be re-evaluated. The use was evaluated for compliance with parking standards in the Development Code. The amount of parking required for a boarding facility of this size is six parking spaces. Accounting for all other business located in the shopping center, a parking surplus of 100 spaces will be maintained for the shopping center. Therefore the parking provided is sufficient to accommodate the proposed use.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions have been placed on the proposed use to ensure that it is compatible with adjacent uses. Such conditions include that all dogs outside of the facility be leashed and under supervision (Condition 18), that noise mitigation measures are implemented (Condition 19), that pet waste is properly disposed of in a timely manner (Condition 20), and that the property is kept in a condition that is in accordance with the City's maintenance standards (Condition 23). These conditions will help to ensure that the proposed use will not adversely affect adjacent uses due to noise, odor, or property maintenance issues.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 5-15-3216 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, the Pet Adoption Center of Orange County, Inc., the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit, CUP No. 5-15-3216 approved pursuant to this Resolution.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions

brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

4. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from July 14, 2015.
10. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Building

11. The Applicant shall secure applicable building permits, as required by Section 105 of the 2013 California Building Code, prior to the commencement of any work for which a permit is required.
12. Any required plans submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2013 California Building Code.
13. Prior to issuance of building permits the Applicant shall submit to the City applicable approvals from the Orange County Health Care Agency and Orange County Animal Control.
14. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.

15. All construction shall comply with the 2013 California Building, Mechanical, Plumbing, Electrical, and Green Building Standards Codes in regards to B occupancies.

Planning

16. The Applicant/Owner shall operate the use consistent with the project description and written information provided by the Applicant, and as described within the staff report for CUP No. 05-15-3216. The use is approved as a pet adoption, boarding and training center only. No veterinary services are permitted, except as necessary to administer medications or to monitor adoptable dogs for medical issues.
17. The Applicant shall apply for a Certificate of Use and Occupancy prior to the commencement of any business operations.
18. All business activities with the exception of walking dogs for exercise shall be conducted entirely within the subject tenant space.
19. Animals brought to, or removed from the facility shall be secured via leash, including all dogs being exercised outside of the premises.
20. No more than 20 animals (dogs) shall be kenneled in the tenant space for adoption and/or boarding (in any combination) at any given time. Animals within the tenant space participating in dog training classes shall not be counted toward the animal limit.
21. The Applicant shall comply with LHMC Chapter 5-24 (Noise Control).
22. The Applicant shall at its sole cost and expense be responsible for retaining a licensed acoustical engineer to prepare and provide recommended noise attenuation measures to be incorporated into the tenant improvement plans for the business in order to effectively ensure that noise from the business operations cannot be heard from outside of the premises or by adjacent tenants or neighbors. The noise attenuation measures recommended for incorporation into the tenant improvement plans shall be reviewed and approved, in advance, by the Community Development Director prior to issuance of a building permit. All noise attenuation measures shall be installed and approved by the Community Development Director prior to issuance of the Certificate of Use and Occupancy. The noise attenuation measures installed shall not be removed or modified in any way without prior written approval of the City. The Applicant may commence retail sales from the tenant space prior to implementing any recommended noise attenuation measures provided no animals are present on the site.
23. All pet waste generated by the use shall be properly disposed of in receptacles provided for tenants of the Laguna Hills Business Park shopping center on a daily basis. The Applicant shall provide a pet waste station with bags and disposal adjacent to the entry of the

suite, the location of which shall be reviewed and approved by staff. All animal feces shall be tightly sealed in plastic bags before dumping into waste bins. No dumping or discharge of any kind shall enter the storm drain systems.

24. All doors leading into the business shall be kept closed at all times.
25. The Applicant shall maintain the property, including all exterior areas used for exercising dogs, in compliance with the City's property maintenance standards (LHMC Chapter 9-74). This includes prohibitions on outdoor storage and maintenance of the premises that causes obnoxious odors. The Applicant shall keep and maintain all of the animals in its care and control, as well as the subject premises, in such a manner as to not be detrimental to the health, safety, or welfare of any person, adjoining tenant or other business, property or the general public, nor be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the subject premises. Such maintenance shall also be sufficient from having any adverse effect on any other person, business or property.
26. If the City receives complaints, including noise, odors, and/or parking, pertaining to the operation of the use, the applicant agrees to work with staff to address these issues. If complaints of noise penetrating a common wall are unable to be otherwise satisfactorily resolved, the Applicant/Owner agrees to provide additional sound attenuation barriers along any common wall shared with another tenant in the shopping center, to the City's satisfaction.
27. The Applicant shall adhere to the City's water quality control requirements (LHMC Chapter 5-36) in operating the use.
28. The Applicant shall install a security system and maintain an emergency contact that will be available to respond to the facility during an after-hours emergency.
29. The Applicant shall comply with all Orange County Animal Care (OCAC) requirements. Prior to issuance of building permits, the Applicant shall submit a copy of their OCAC permit or permit application to the Community Development Department. The use shall not commence until the Applicant has obtained the necessary approvals to operate from OCAC.
30. The Applicant shall obtain a Temporary Use Permit from the City prior to commencing any outdoor temporary event.
31. The Applicant shall comply with all temporary and permanent sign requirements of the City's Sign Ordinance, as specified in Section 9-42 of the LHMC.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2015.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2015- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 14th day of July, 2015, by the following vote:

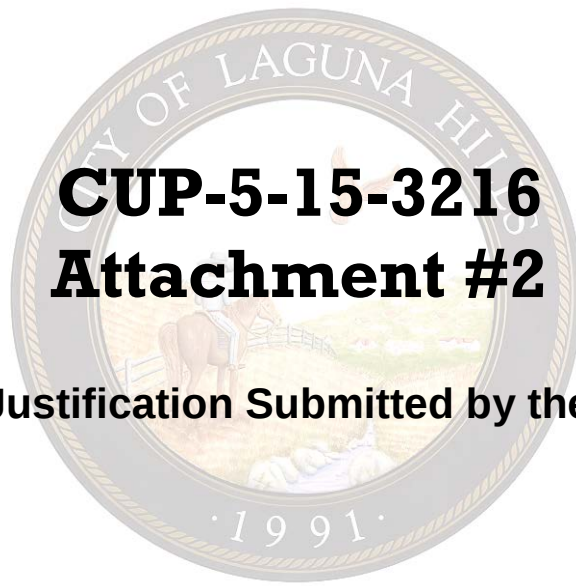
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



CUP-5-15-3216
Attachment #2

Letter of Justification Submitted by the Applicant

The Pet Adoption Center of Orange County

The Pet Adoption Center of Orange County (PAC-OC) concept was created as a way to achieve a number of beneficial goals. It will increase the adoption rate for Orange County shelter animals, and hopefully completely eliminate the need for OC Animal Care (OCAC) to euthanize adoptable animals due to space constraints. While animals are awaiting their forever homes, they will be in a less stressful environment, with an abundance of human interaction. And, it will provide long-needed access to local animal adoptions for South Orange County residents.

The PAC-OC is a nonprofit organization that is designed to be a model for the future of community-based animal adoptions and education. It will provide a home-like environment where residents can come to visit, volunteer, learn, interact with, and adopt pets. The PAC-OC is planning to operate under the adoption partner program with OCAC, and be run by a nonprofit. Once established with OCAC, it may reach out to other shelters, as space allows.

The center is planned to be similar to a dog daycare and boarding facility, with additional open space for public education, training classes, fundraising events, and a retail area for adopters to buy supplies on their way home with their new family member. An onsite adoption counselor will work with the client to match them to their perfect companion. Licensing assistance will also be provided.

There will be no built-in kennels. Instead the space will include rooms with windows where the animals can roam freely as they would do at home—with their owners. This is less stressful on the animals, which makes them happier—as well as making it more likely that the animals will be adopted. Potential owners can observe and interact with the animals in a setting that makes everyone feel comfortable, and simulates their home environment. The facility will be designed to meet both human and animal needs. It is intended to be a welcoming, community-focused gathering place.

The center will have both paid staff and volunteers. There are multitudes of South County residents eagerly awaiting the ability to volunteer at the center, including current nonprofit animal rescue staff and OCAC volunteers, among others. In addition, those running the center are highly qualified, well-educated, successful business people who are also animal welfare advocates, with extensive nonprofit experience. As long-time residents, they are embedded in the local community, and will ensure that the center is operated as any other local small business is operated—with an eye towards being an integral part of the local business community.

The center will operate during hours that will provide the highest level of access to the general public, allowing for after-work and weekend adoptions. Staff will be on-hand before and after hours to manage and maintain all aspects of the facility and the animals. For the few hours at night when there is no staff, there will be

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7/14/2015 ITEM NO. 4.5.2

The Pet Adoption Center of Orange County

video security, and a contracted service to provide additional security. Should there be an emergency, staff is just a phone call away.

The strategically chosen location in North Laguna Hills will provide maximum access for residents in South Orange County to enjoy the center, and promote adoptions. With its proximity to Laguna Woods Village, it is expected that many older small dogs will be brought to the PAC-OC, providing greater opportunity to match the South County senior community with superior companion pets, and often overlooked, mature shelter dogs with wonderful homes.

Prior to being brought to the PAC-OC, the animals will have been fully vetted, spayed or neutered, and microchipped. Only those animals deemed adoptable will be considered for placement through the PAC-OC.

It is the intent of the PAC-OC to be a good neighbor, and engage the local community in our venture. In planning the center, facility improvements will include sound mitigation measures to minimize any noise to adjacent suites.

The presence of the PAC-OC in this retail center will also bring additional exposure and business to the other tenants, especially when the center hosts events, such as educational seminars.

Staff will park behind the building, with two staff members and one volunteer planned to be onsite to manage the facility during business hours. Additionally, it is anticipated that much of the activity of the center will happen outside of the typical Monday – Friday business operating hours, which will minimize parking impacts.

Laundry and grooming areas will be included in the facility. As a preventative measure, there will be a double filtering system to catch animal hair.

An interior play yard is planned for the facility. Dogs will be walked regularly behind the building. As staffing allows, they will also be taken to the nearby Laguna Woods dog park for additional exercise and socialization.

Local businesses will be contacted for cross-promotional purposes. For example, a nearby furniture store could donate living room furniture, and receive naming rights for that room at the center. That would provide advertising exposure, and create potential new customers for a neighborhood business.

PAC-OC is the culmination of years of work by the local animal welfare community, looking for a facilities-based way to assist OC shelter animals in finding loving homes in South Orange County. This concept has the support of OCAC and cities in South Orange County that currently contract with OCAC for the provision of their animal care services.

The Pet Adoption Center of Orange County

The Orange County shelter is located in the City of Orange, and is over 70 years old. It is literally falling apart. The County of Orange will be building a new shelter on county-owned land in the City of Tustin. However, due to delays with the federal government releasing the former Tustin Marine Helicopter Base land to the county, that project is still many years away.

At the same time, South Orange County animal welfare advocates have been working with county officials for the past decade to provide better access to adoptions in South County.

The combination of the need for local adoptions, and the dilapidating facility in Orange with fewer and fewer usable cages to retain adoptable animals in—as new animals continually enter the shelter—has been a long-standing dilemma for the County, animal welfare advocates, and the South Orange County community. Thus, after extensive research, the PAC-OC was born.

The post-graduate educated board of directors and executive management of the PAC-OC have more than 70 years combined business experience, and over 40 years combined animal welfare experience, along with several decades of governmental policy experience. They have extensive ability to manage a business, deal with the animal welfare community and the general public, and maneuver the ins and outs of governmental requirements and political issues.

President and Executive Director, April Josephson, Esq. has been licensed to practice law in California for 30 years, receiving a Bachelors Degree from USC in Philosophy/Political Science, prior to attending the University of San Diego School of Law—where she focused on California Administrative and Consumer Law. Ms. Josephson is the founder of two businesses—one a products manufacturer, and the other a service business—along with a non-profit dog rescue group that has been in operation for more than a decade. While operating her businesses, Ms. Josephson completed her Masters Degree in Business Administration at the University of Phoenix. A South Orange County resident since 1976, Ms. Josephson has been the South County representative to the OC Animal Care Community Outreach Committee for eight years—originally appointed by Fifth District Supervisor Pat Bates, and recently reappointed by Supervisor Lisa Bartlett. Ms. Josephson currently chairs that committee along with the City of Rancho Santa Margarita Planning Commission, making her well versed on land use, planning, and zoning issues. Her other committee and board duties include the Rancho Santa Margarita Community Development Block Grant Committee, the Board of Directors of the California Internet Solutions Provider Association, and the Orange County Mosquito and Vector Control District Board of Trustees—where she serves on the District's Public Relations Committee and Policy and Personnel Committee. Previously, Ms. Josephson was a member of the City of Rancho Santa Margarita Economic Development Committee, and the Board of Directors of the Rancho Santa Margarita Chamber of Commerce.

The Pet Adoption Center of Orange County

Vice President and Adoption Center Manager, Ashley Cunningham, JD, graduated from the University of Arizona Summa Cum Laude with a Bachelor of Science in Family Studies and Human Development, and completed her Juris Doctor degree at Western State University College of Law with an emphasis on Nonprofit Law, Business Law, and Animal Law. Mrs. Cunningham is the founder of Barks of Love Animal Rescue & Placement Services, which has become one of the most known and well-respected rescue agencies in Orange County. Along with preparing budgets and managing board members and volunteers, Mrs. Cunningham is responsible for event coordination, marketing and outreach, donor relations including grant writing, fundraising, community development and partnership, and social media. Previously, she worked as an Event Manager at the American Cancer Society, and for the National Alliance on Mental Illness. Her most recent business venture has been operating Pet Sit Pros, a professional Pet Sitting and Dog Walking service company, where she maintains and manages staff in Central and South Orange County.

Director and Corporate Treasurer, Wellesley Sommerfeldt, is a graduate of UCLA and has fifteen years of management experience in marketing, advertising, and media. She is currently Vice President of Marketing for one of the largest credit unions in the U.S. and oversees a multi-million dollar budget. Her specialties include strategic and budget planning; website design and usability; online and social media; email, mobile and search engine marketing; and advertising compliance. She has been a resident of South Orange County since 1979. She is an advocate for animal welfare and a benefactor of both local, nonprofit rescue groups and the Noble Friends Foundation for OC Animal Care. Ms. Sommerfeldt is currently pursuing her MBA with a concentration in Marketing.

Director and Corporate Secretary, Tammie Siefert, attended California State University, Long Beach, studying marine biology and history, where she worked in the Marine Science Lab and conducted mobile community outreach. In business, her extensive hospitality industry experience, customer service management and event planning expertise, and years of retail merchandising, training and management leadership for a large national retailer, insure that clients receive the best experience possible. In the animal welfare arena, Ms. Siefert has been a petsitter and dog walker, as well as a volunteer with several local rescue organizations for many years, working hands-on at regular adoption events, fostering, fundraising, and conducting home-checks and transport.

Director Kathy Oda graduated from the University of California, Berkeley, with a Bachelor of Science degree in Business Administration. Ms. Oda held the position of Regional Controller for over 20 years at a major U.S. retailer, before turning her focus to Orange County animal rescue. She has been working as a volunteer liaison between the shelter staff at OC Animal Care and rescue organizations for five years, giving her an unparalleled understanding of the system and the specific animals in need, in addition to making contacts across the United States and Canada. She has successfully helped save the lives of

The Pet Adoption Center of Orange County

thousands of shelter dogs by bringing public attention to the most urgent animals in need. As an administrator of the Angels for Animals Network Facebook page, she and her colleagues have gained over 200,000 supporters, raised hundreds of thousands of dollars for animal rescue, developed a substantial volunteer network, and connected countless adopters to needy shelter animals that otherwise might never have had a second chance at life.

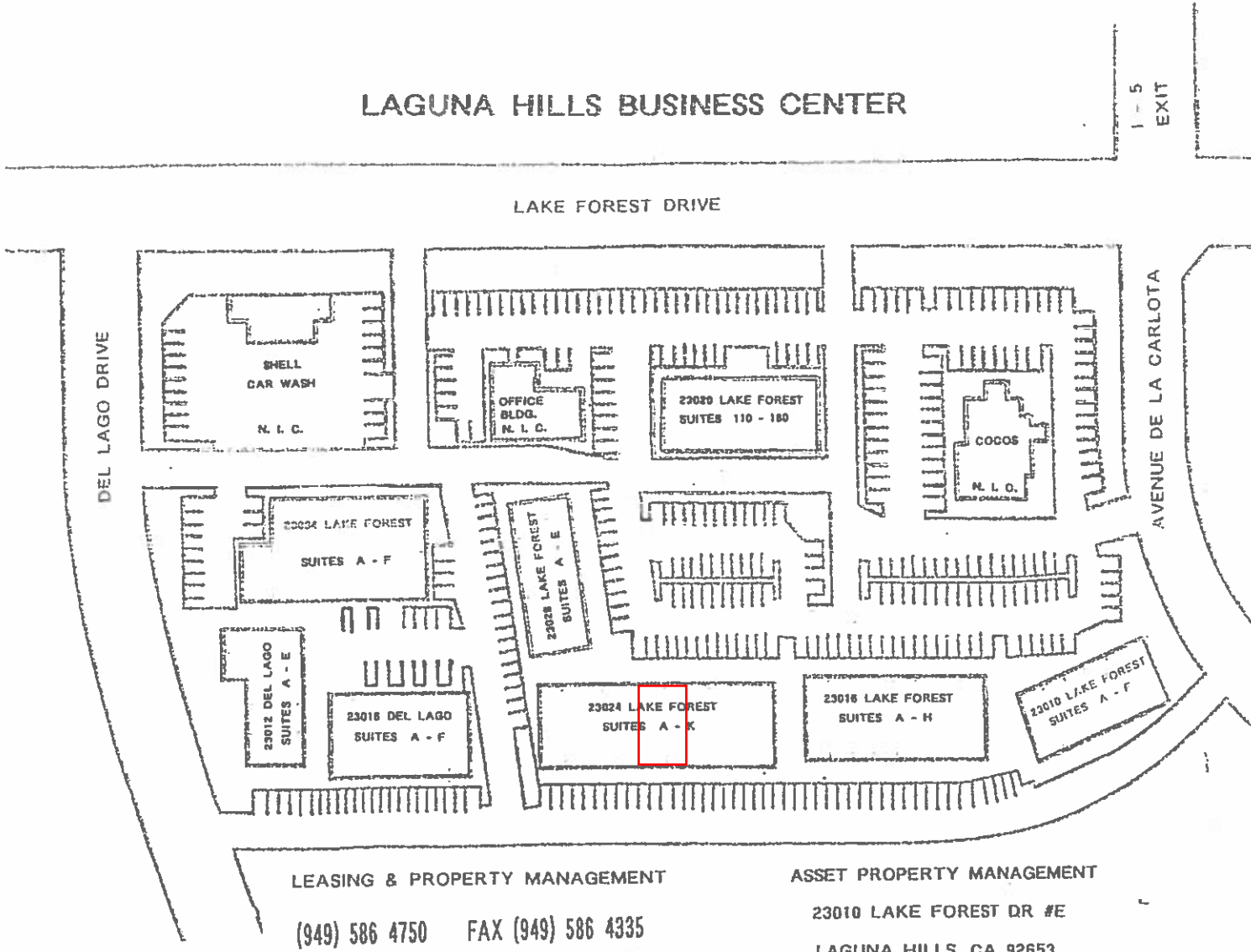
Although PAC-OC is a non-profit organization, through the utilization of the incomparable combination of skills of the Directors and Officers, it will have a strong business foundation. PAC-OC has been designed with a mission of animal welfare, but a vision to be a successful business model that can be replicated in other areas.

Learning from the experience of other animal-related businesses and adoption centers, PAC-OC is developing a facility design that will encompass the best features to comfort the animals and welcome the public.

For example, Rancho Santa Margarita has two successful dog daycare and boarding facilities located in commercial centers, A Small World Dog Day Care, <http://smallworlddoggie.com>, and Dog Day Care at Grandma's House, <http://www.dogdaycareatgrandmashouse.com>. The community has embraced them, and among other activities, enjoyed periodic dog adoption events at their locations. It is this type of forward-thinking approach to animal welfare that has inspired the PAC-OC.



EXHIBIT "A"

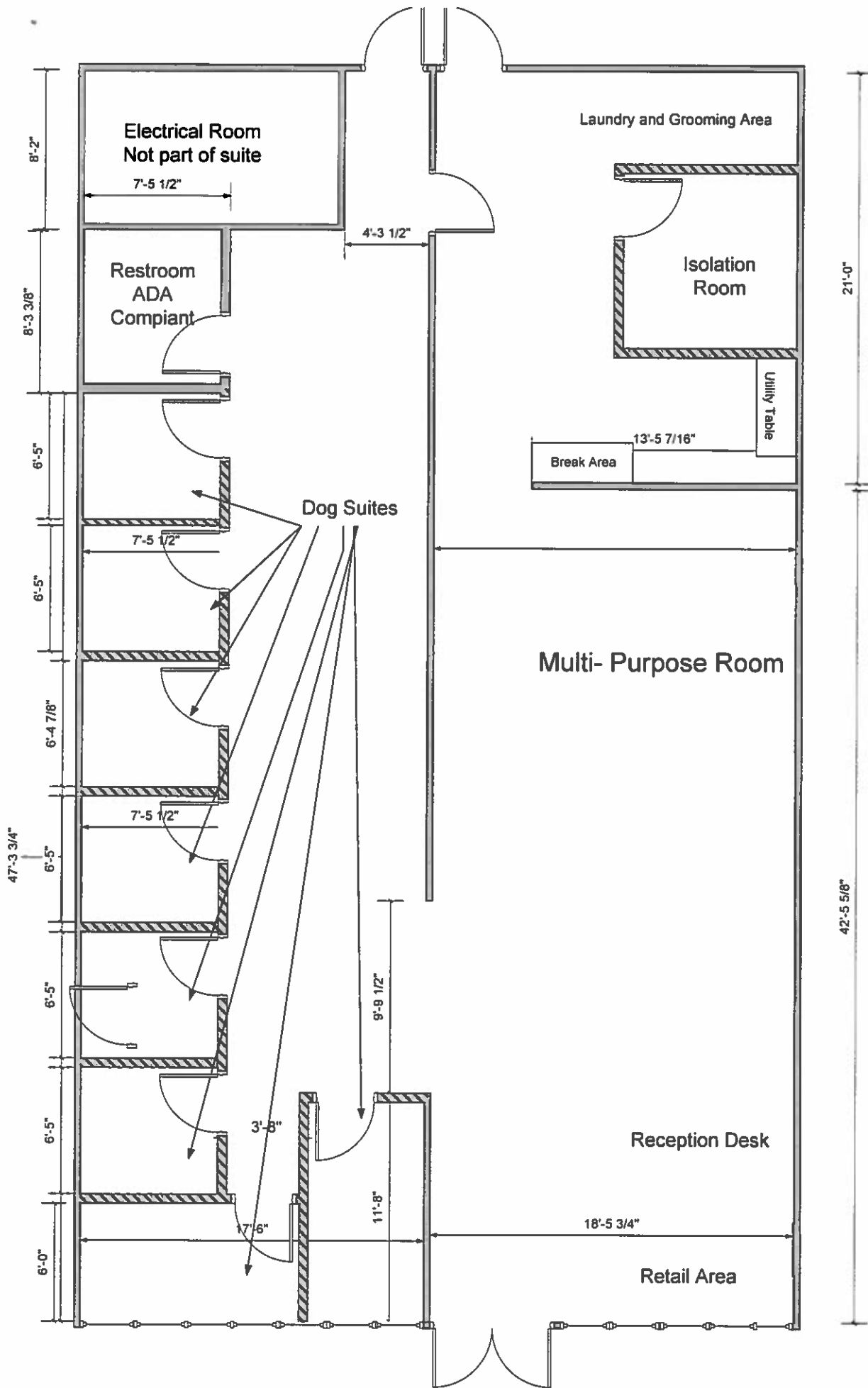


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CITY OF LAGUNA HILLS





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PUBLIC HEARING AND RECEIPT OF 2015 WEED ABATEMENT COST
REPORT**

**RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC
HEARING; AND (2) RECEIVE AND FILE THE 2015 WEED ABATEMENT COST
REPORT.**

SUMMARY:

In accordance with Government Code Section 39560, et seq., this is the time and place that has been fixed by Resolution of the City Council of a noticed Public Hearing to receive and consider an accounting of the costs associated with weed abatement on each separate parcel of land where removal work has been performed by City authorities. The City Council is required by law to conduct a Public Hearing to receive public comments, complaints, or objections from any property owners liable to be assessed for costs incurred by the City in connection with the Fiscal Year 2014/2015 Weed Abatement Program. Due to favorable public response and staff's extensive efforts, all of the private properties identified in the 2015 Weed Abatement List have been cleared by the property owners. The City has not performed any abatement activities on the subject private properties and has not incurred any related costs. Therefore, there are no abatement costs to be assessed under the 2015 Weed Abatement Program. It is recommended the City Council conduct the Public Hearing and receive and file this report.

BACKGROUND:

The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance and abate all weeds, rubbish, refuse, and dirt upon the streets, sidewalks, parkways, or private property in the City, as identified and described in the 2015 Weed Abatement List. This is done for the purpose of health and safety, management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties. The Weed Abatement Program is administered by the Public

Services Department under the direction of the Director of Public Services/City Engineer. The City Council adopted Resolution Nos. 2015-04-28-1 and 2015-05-26-1 in April and May of this year, respectively, which authorized the annual Weed Abatement Program.

The owners of properties identified as containing materials needing abatement under this program were notified by letter in April 2015 to clear their properties by June 2, 2015. Extensive public relations efforts were made by staff to reduce the number of properties to be cleared by the City contractor. Affected properties were also contacted by additional letters and/or door hangers to further encourage voluntary abatement compliance. Staff's extensive efforts to seek private property compliance, in addition to the good public response this year, have eliminated the need for the City to perform weed removal work on private parcels. All of the identified private properties have been cleared, and there are no abatement costs to be assessed under the 2015 Weed Abatement Program. The City has also completed its annual weed abatement on public properties throughout the City.

FISCAL IMPACT:

The total Weed Abatement Program costs are budgeted in Fiscal Year 2014/2015 in the amount of \$40,000 to cover both the abatement of public and private properties. Due to the fact that the City contractor has not performed any removal work on private parcels, there are no private weed abatement costs to be assessed by the City. Weed Abatement on public property has proceeded in accordance with the budget.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: DESIGNATION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA
CITIES ANNUAL CONFERENCE**

**RECOMMENDATION: THAT THE CITY COUNCIL APPOINT MAYOR PRO
TEMPORE KOGERMAN AS THE VOTING DELEGATE FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE.**

SUMMARY:

The Annual Conference for the League of California Cities (League) is scheduled for Wednesday, September 30, 2015, through Friday, October 2, 2015, in San Jose. An important part of the Annual Conference is the Annual Business Meeting scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership will consider and take action on resolutions that establish League policy. The attached memorandum from the League describes the process and provides procedures for voting at the Annual Conference.

In order to vote at the Annual Business Meeting the City Council must designate a Voting Delegate, and a Voting Delegate Alternate, who may vote in the event that the designated Voting Delegate is unable to serve in that capacity. The Voting Delegate Form must be returned to the League no later than Friday, September 18, 2015. The League By-Laws provide that each City is entitled to one vote in matters affecting municipal or League policy.

At its January 13, 2015 meeting, the City Council reconfirmed the appointment of the Mayor as the Voting Delegate and the Mayor Pro Tempore as the alternate. At this time, Mayor Gilbert has indicated he will not be attending the Annual Conference; therefore, it is appropriate to appoint Mayor Pro Tempore Kogerman as the Voting Delegate. The City is also entitled to select a Voting Delegate Alternate at this time, should the City Council desire to do so.

Designation of Voting Delegates
July 14, 2015
Page 2

ATTACHMENTS:

- May 29, 2015 League of California Cities Memorandum



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

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Council Action Advised by July 31, 2015

CITY OF LAGUNA HILLS

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

7/14/2015 ITEM NO. 6.1.1

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: FIRST READING AND INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

RECOMMENDATION: THAT THE CITY COUNCIL INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 10-56 TO TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS."

SUMMARY:

AB 2188 was enacted by the State Legislature (Legislature) during the 2013/2014 Legislative Session for the purpose of implementing consistent statewide standards related to the permitting and inspection of small residential rooftop solar energy systems. In creating uniform statewide standards, the Legislature declared that: "It is the policy of the state to promote and encourage the use of solar energy systems and removing obstacles to, and minimizing costs of, permitting such systems." The legislation requires the City to adopt an ordinance (see Attachment 1) to implement the state's requirements, which can be found at Government Code Section 65850.5 on or before September 30, 2015.

Logistically, the legislation will require the City to modify its current permitting process to do the following:

- Create an on-line permitting process for qualifying solar energy systems; and
- Limit plan check reviews to three days or less; and
- Consolidate any requirements for multiple inspections for solar energy systems down to one inspection.

BACKGROUND:

According to the U.S. Energy Information Administration, in 2013 the average annual electricity consumption for a U.S. residential utility customer was 10,908 kilowatt hours (kWh), an average of 909 kWh per month. Also, an average California residential customer used approximately 560 kWh of electricity. The proposed ordinance streamlines the permitting process for residential systems that can provide up to nearly 15,000 kWh in electricity per month. City permit data indicates most solar systems being installed are between 5 and 10 kilowatts generating between approximately 7,400 kWh and 15,000 kWh.

The attached Ordinance is intended to satisfy the new state requirements for plan checking, permitting, and inspection of qualifying solar energy systems. It codifies the requirements of Government Code Section 65850.5 into the Laguna Hills Municipal Code as required by state law.

Except for plan checking, the City already practices the procedures identified by the proposed Ordinance. Additional efforts will be required to reduce plan check approvals to three days. The City's on-line permitting process will also have to be modified to include solar panel permit requests. Staff does not anticipate any issues with being able to meet the requirements of the Government Code.

Staff notes there is no penalty failing to meet the new requirements; however, failure to meet the new obligations may hinder any applications the City makes in applying for state-sponsored grant funding related to solar energy, and potentially other grant applications at the state's choosing in the future.

FISCAL IMPACT:

None

CEQA FINDINGS:

The proposed action will result in changes to the City's plan check, building permit, and inspection processes for improvements (solar panel systems) which obtain building permits through an existing ministerial process. The proposed process changes are limited to creating an electronic permitting process, shortening time periods for staff permit review, and streamlining building inspection requirements. 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.

ATTACHMENTS:

- Attachment 1 – Proposed Ordinance

Attachment 1

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 10-56 TO TITLE 10 OF
THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN
EXPEDITED, STREAMLINED PERMITTING PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY
SYSTEMS

WHEREAS, on September 21, 2014, Governor Brown approved Assembly Bill 2188 ("AB 2188")(An act to amend Section 714 of the California Civil Code, and to amend Section 65850.5 of the California Government Code, relating to solar energy) in furtherance of the State's policy to promote and encourage the use of solar energy systems and to limit obstacles to their use; and

WHEREAS, subsection (g)(1) of California Government Code Section 65850.5 provides that, on or before September 30, 2015, every city must adopt an ordinance that creates an expedited and streamlined permitting process for the installation of small residential rooftop solar energy systems; and

WHEREAS, the City Council seeks to implement AB 2188 through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the City Council finds that it is in the interest of the health, welfare and safety of the public to provide an expedited, streamlined permitting process to encourage the effective development of solar technology; and

WHEREAS, the City Council of the City of Laguna Hills finds that this Ordinance will have the effect of encouraging the installation of small residential rooftop solar energy systems and minimizing barriers, obstacles, and costs of obtaining permits for their installation.

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

SECTION 1. Chapter 10.56 (Small Residential Rooftop Solar Energy System Permits) is hereby added to Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code to read as follows:

Chapter 10.56

SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM PERMITS

Sections:

- 10-56.010 Intent and purpose.
- 10-56.020 Definitions.
- 10-56.030 Applicability.
- 10-56.040 Solar energy system requirements.
- 10-56.050 Applications and documents.
- 10-56.060 Permit review and inspection requirements.

10-56.010 Intent and purpose.

The intent and purpose of this chapter is to adopt an expedited, streamlined solar permitting process that complies with AB 2188 (Chapter 521, Statutes 2014, California Government Code Section 65850.5) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter is designed to encourage the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install small residential rooftop solar energy systems. This chapter allows the City to achieve these goals and policy objectives while protecting the public health and safety.

10-56.020 Definitions.

As used in this chapter:

"Building Department" means the Building and Safety Division of the Community Development Department for the City of Laguna Hills.

"Building Official" means the Community Development Director for the City of Laguna Hills or the Community Development Director's designee.

"City" means the City of Laguna Hills.

"Electronic submittal" means the utilization of one or more of the following:

1. Email.
2. The Internet.
3. Facsimile.

"Expedited permitting" and "expedited review" means the process outlined in Section 10-56.060 Permit review and inspection requirements.

"Feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition or mitigation imposed by the City on another similarly situated application in a prior successful application for a similar permit.

"Small residential rooftop solar energy system" means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City of Laguna Hills and Civil Code Section 714(c)(3).
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the City of Laguna Hills Municipal Code.

"Solar energy system" means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
2. Any structural design feature of a building whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating, space cooling or water heating.

"Specific, adverse impact" means a significant, quantifiable, direct and unavoidable impact, based on objective, identified and written public health or safety standards, policies or conditions as they existed on the date the application was deemed complete.

10-56.030 Applicability.

This chapter applies to the permitting of all small residential rooftop solar energy systems in the City. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements with no structural alterations shall not require a permit.

10-56.040 Solar energy system requirements.

A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the City and the State of California.

B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

10-56.050 Applications and documents.

A. All documents required for the submission of a small residential rooftop solar energy system application shall be made available on the City website.

B. Electronic submittal of the required application and documents via email, the City's website, or facsimile shall be made available to all small residential rooftop solar energy system permit applicants.

C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The Building Department shall develop and implement a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply with to be eligible for expedited review, which shall be published on the City's website. The standard plan and checklist shall substantially conform to the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

E. All fees prescribed for the permitting of small residential rooftop solar energy systems pursuant to this chapter must comply with California Government Code Sections 65850.55 and 66015 and California Health & Safety Code Section 17951.

10-56.060 Permit review and inspection requirements.

A. The Building Department shall implement the following administrative, nondiscretionary review process to expedite the approval of small residential rooftop solar energy system applications.

B. Review of an application for a small residential rooftop solar energy system shall be limited to the Building Official's review of whether the applicant meets local, state and federal health and safety requirements.

C. For an application for a small residential rooftop solar energy system that meets the requirements of the City's checklist and standard plan, the Building Department shall

issue a building permit or other non-discretionary permit or authorization within three (3) business days.

D. If an application for a small residential rooftop solar energy system is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permitting shall be sent to the applicant for resubmission.

E. The Building Official may require an applicant to apply for a small residential rooftop solar energy system use permit if the Building Official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the City Planning Agency in accordance with Chapter 9-96 (Hearings and Appeals) of this Code.

F. The Building Official may not deny an application for the small residential rooftop solar energy system use permit unless the Building Official makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Such decisions may be appealed to the City Planning Agency in accordance with Chapter 9-96 (Hearings and Appeals) of this Code.

G. Any condition imposed on an application via a small rooftop solar energy system use permit shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

H. Approval of an application shall not be conditioned upon the approval of an association, as defined in Section 4080 of the California Civil Code, that manages a common interest development.

I. Only one inspection shall be required and performed by the Building Department for small residential rooftop solar energy systems eligible for expedited review.

1. The inspection shall be completed in a timely manner and should include consolidated inspections. An inspection will be scheduled within two (2) business days of a request.

2. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements made applicable to the first inspection.

SECTION 2. 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 3. 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 14th DAY OF JULY, 2015.

DORE J. GILBERT, M.D., 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 14th day of July
2015, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the _____ day of _____ 2015,
by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA ADDING CHAPTER 10-56 TO TITLE 10 OF
THE LAGUNA HILLS MUNICIPAL CODE TO PROVIDE AN
EXPEDITED, STREAMLINED PERMITTING PROCESS FOR
SMALL RESIDENTIAL SOLAR ENERGY SYSTEMS

on the _____ day of _____ 2015, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2015, 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