



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
JUNE 28, 2016**

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

Barbara D. Kogerman, Mayor

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

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

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION
1422 2015 BOYS U12 BARRACUDAS**

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A
CERTIFICATE OF RECOGNITION TO LAGUNA HILLS AYSO REGION 1422
2015 BOYS U12 BARRACUDAS.

**1.2 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION
1422 2016 BOYS U12 ALL-STAR TEAM**

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A
CERTIFICATE OF RECOGNITION TO LAGUNA HILLS AYSO REGION 1422
2016 BOYS U12 ALL-STAR TEAM.

1.3 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A
PRESENTATION FROM CLEMENT PEPE, FOUNDER & PRESIDENT,
LAGUNA HILLS CHAMBER OF COMMERCE.

**1.4 CERTIFICATE OF RECOGNITION, LAGUNA HILLS CHAMBER OF
COMMERCE**

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A
CERTIFICATE OF RECOGNITION TO THE LAGUNA HILLS CHAMBER OF
COMMERCE.

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 14, 2016, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 14, 2016, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 28, 2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$397,715.76.

3.4 RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE M2 COMPLIANCE SUBMITTAL TO OCTA INCLUDING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM.

3.5 ADOPTION OF THE 2016/2017 CIVIC CENTER BUDGET

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND ADOPT THE 2016/2017 CIVIC CENTER BUDGET.

3.6 AWARD OF CONTRACT FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410-A, AND LICENSE AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR USE OF RAIL RIGHT-OF-WAY.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) REJECT THE APPARENT LOW BID OF STL LANDSCAPE, INC., FOR A MATERIAL ERROR; (2) AWARD THE CONTRACT FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410-A, TO THE SECOND APPARENT LOW BIDDER, WRIGHT CONSTRUCTION ENGINEERING CORPORATION, IN THE BID AMOUNT OF \$248,477, AND AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT; AND (3) APPROVE THE OCTA LICENSE AGREEMENT NO. OC-258 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LICENSE AGREEMENT.

3.7 PROGRESS PAYMENT NO. 4, FINAL, FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 4, FINAL, IN THE NET AMOUNT OF \$123,989.47, AND CONTRACT CHANGE ORDER NO. 1, TO HORIZONS CONSTRUCTION COMPANY FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

- 3.8 AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM FOR FUNDING FOR THE CITY OF LAGUNA HILLS SENIOR DIAL-A-TAXI PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM.

- 3.9 AUTHORIZATION TO PURCHASE PORTABLE 800 MEGAHERTZ RADIOS AS THE SECOND PHASE UPGRADE TO THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF PORTABLE 800 MEGAHERTZ RADIOS IN ACCORDANCE WITH THE JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE, AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM.

- 3.10 CONSULTING SERVICES AGREEMENTS WITH WESTAMERICA COMMUNICATIONS, INC. AND EMC DESIGN, INC. FOR THE DEVELOPMENT OF CITY VIEWS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE INDIVIDUAL CONSULTING SERVICES AGREEMENTS WITH WESTAMERICA COMMUNICATIONS, INC., AND EMC DESIGN, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

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 14, 2016

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 14, 2016, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS**4.5 PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****5.1 COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES AND UPDATES TO CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313**

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADJUSTING THE COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES;" AND (3) APPROVE STAFF'S PROPOSED AMENDMENTS TO THE CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313 AS REFLECTED IN THE ATTACHMENTS TO THIS STAFF REPORT.

6. ADMINISTRATIVE REPORTS**6.1 City Manager****6.2 Assistant City Manager****6.2.1 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION**

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE

LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2016;" AND (2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.

6.3 Public Services Director/City Engineer

6.3.1 MODIFICATION OF THE SCOPE OF THE LA PAZ ROAD SIDEWALK WIDENING PROJECT AND AUTHORIZATION TO PROCEED WITH RIGHT-OF-WAY ACQUISITION, CIP NO. 171

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MODIFICATION OF THE SCOPE FOR THE LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171, TO CONSTRUCT ONLY THE NORTHERLY SIDEWALK WIDENING, AND AUTHORIZE STAFF TO PROCEED WITH THE OFFER TO PURCHASE AND ACQUIRE RIGHT-OF-WAY AS NEEDED FOR THE MODIFIED PROJECT SCOPE.

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

8. **CITY COUNCIL MEMBER COMMENTS**

ADJOURNMENT

The next Regular Meeting of the City Council will be July 12, 2016, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by June 24, 2016, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

June 24, 2016

DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

**ISSUE: CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422
2015 BOYS U12 BARRACUDAS**

**RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE OF
RECOGNITION TO LAGUNA HILLS AYSO REGION 1422 2015 BOYS U12
BARRACUDAS.**

SUMMARY:

It is the practice of the City Council to recognize significant accomplishments of Laguna Hills' athletes. The Boys U12 Barracudas were the Fall Region Champions, the runner-up in the Area 11L Playoffs, finished as the #2 team out of 51 Boys U12 teams in the South Orange County AYSO, and finished with a final record of 18-1-0.

A Certificate of Recognition will be presented to each member of the Laguna Hills AYSO Region 1422 2015 Boys U12 Barracudas.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

**LAGUNA HILLS AYSO REGION 1422
2015 Boys U12 Barracudas**

Kevin Avila

WHEREAS, participation in organized athletic pursuits helps to build character and teaches a wholesome sense of fair play and good sportsmanship among our City's youth; and

WHEREAS, the Laguna Hills City Council recognizes Kevin Avila, Member of the Laguna Hills AYSO Region 1422 Boys U12 Barracudas, for outstanding performance; and

WHEREAS, it is recognized that hard work, dedication and commitment to team excellence led to your success, and the City Council commends you for proudly representing the City of Laguna Hills; and

WHEREAS, the Boys U12 Barracudas were the Fall Region Champions, the runner-up in the Area 11L Playoffs, finished as the #2 team out of 51 Boys U12 teams in the South Orange County AYSO, finished with a final record of 18-1-0, while scoring 93 goals and allowing only 21 goals to be scored.

NOW, THEREFORE, I, Barbara Kogerman, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Kevin Avila, as a Member of the Laguna Hills AYSO Region 1422 2015 Boys U12 Barracudas and commend the Team on its athletic accomplishments.

Dated this 28th day of June 2016.

BARBARA D. KOGERMAN, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

**ISSUE: CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422
2016 BOYS U12 ALL-STAR TEAM**

**RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE OF
RECOGNITION TO LAGUNA HILLS AYSO REGION 1422 2016 BOYS U12 ALL-STAR
TEAM.**

SUMMARY:

It is the practice of the City Council to recognize significant accomplishments of Laguna Hills' athletes. The Boys U12 All-Star Team won the Area 11L Championship with an undefeated record of 5-0-0. This is the third consecutive season with an Area Championship for the Boys All-Stars (U10/U12) from Laguna Hills AYSO.

A Certificate of Recognition will be presented to each member of the Laguna Hills AYSO Region 1422 2016 Boys U12 All-Star Team.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

**LAGUNA HILLS AYSO REGION 1422
2016 Boys U12 All-Stars**

Hirad Asli

WHEREAS, participation in organized athletic pursuits helps to build character and teaches a wholesome sense of fair play and good sportsmanship among our City's youth; and

WHEREAS, the Laguna Hills City Council recognizes Hirad Asli, Member of the Laguna Hills AYSO Region 1422 Boys U12 All-Star Team, for outstanding performance; and

WHEREAS, it is recognized that hard work, dedication and commitment to team excellence led to your success, and the City Council commends you for proudly representing the City of Laguna Hills; and

WHEREAS, the Boys U12 All-Star Team won the Area 11L Championship with an undefeated record of 5-0-0, scored 34 goals, and allowed only 1 goal; and

WHEREAS, this is the 3rd consecutive season with an Area Championship for the Boys All-Stars (U10/U12) from Laguna Hills AYSO.

NOW, THEREFORE, I, Barbara Kogerman, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Hirad Asli, as a Member of the Laguna Hills AYSO Region 1422 2016 Boys U12 All-Stars and commend the Team on its athletic accomplishments.

Dated this 28th day of June 2016.

BARBARA D. KOGERMAN, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

**ISSUE: CERTIFICATE OF RECOGNITION, LAGUNA HILLS CHAMBER OF
COMMERCE**

**RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE OF
RECOGNITION TO THE LAGUNA HILLS CHAMBER OF COMMERCE.**

SUMMARY:

The City Council would like to recognize the Laguna Hills Chamber of Commerce for their exemplary work in promoting Laguna Hills' businesses since its incorporation on October 23, 2014. Accepting the Certificate of Recognition for the Laguna Hills Chamber of Commerce will be Clement Pepe, President and Founder.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

LAGUNA HILLS CHAMBER OF COMMERCE

WHEREAS, the mission of the Laguna Hills Chamber of Commerce is to grow and prosper member businesses and to grow and prosper the City of Laguna Hills; and

WHEREAS, the vision of the Laguna Hills Chamber of Commerce is to become the catalyst and advocate for thriving business and economic growth for Laguna Hills; and

WHEREAS, the Laguna Hills Chamber of Commerce strives to provide opportunities and benefits for Chamber Members to help strengthen their business; to promote and assist businesses in Laguna Hills by creating a climate where they can operate in a productive and profitable manner, and to cooperate with and support the business community of Laguna Hills; and

WHEREAS, the Laguna Hills Chamber of Commerce incorporated on October 23, 2014, with the goal to increase the economic base of Laguna Hills while preserving historic resources and quality of life.

NOW, THEREFORE, I, Barbara Kogerman, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby congratulate the Laguna Hills Chamber of Commerce, as a welcome member of the Laguna Hills business community, and wish them a successful and prosperous future while acknowledging the positive impact on our community for their ongoing contributions.

Dated this 28th day of June 2016.

BARBARA D. KOGERMAN, MAYOR

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JUNE 14, 2016**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

B. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bruce Channing, City Manager
Don White, Assistant City Manager
Melissa Au-Yeung, Assistant to the City Manager

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM**CALL TO ORDER**

Mayor Kogerman called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

ROLL CALL OF CITY COUNCIL MEMBERS

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BLOUNT**CLOSED SESSION REPORT**

CITY ATTORNEY SIMONIAN STATED THAT THE CITY COUNCIL CONVENED IN CLOSED SESSION THIS EVENING PURSUANT TO THE CLOSED SESSION AUTHORITY LISTED ON THE AGENDA. WITH RESPECT TO CLOSED SESSION AGENDA ITEM "A" - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – PERTAINING TO INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (D) OF GOVERNMENT CODE SECTION 54956.9 AND BY UNANIMOUS VOTE OF THE CITY COUNCIL TOOK THE FOLLOWING THREE ACTIONS:

- (1) THE CITY COUNCIL AUTHORIZED THE FILING OF AN UNFUNDED MANDATES TEST CLAIM ON BEHALF OF THE CITY, IN COLLABORATION WITH THE COUNTY OF ORANGE AND OTHER SOUTH ORANGE COUNTY CITIES, PERTAINING TO THE CURRENT NPDES/MS4 REGIONAL PERMIT ISSUED BY THE REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION;
- (2) THE CITY COUNCIL AUTHORIZED THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND ENTER INTO ON BEHALF OF THE CITY A FUTURE JOINT DEFENSE AND COST SHARING AGREEMENT WITH THE COUNTY OF ORANGE AND OTHER CO-PERMITTEE CITIES THAT FILE SIMILAR UNFUNDED STATE MANDATE CLAIMS; AND
- (3) THE CITY COUNCIL AUTHORIZED THE CITY MANAGER, CITY ENGINEER, AND CITY ATTORNEY TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS IN FURTHERANCE OF FILING OF THE TEST CLAIM AND ANY FUTURE RELATED JOINT DEFENSE AND/OR COST SHARING AGREEMENTS.

WITH RESPECT TO CLOSED SESSION AGENDA ITEM “B” – CONFERENCE WITH LABOR NEGOTIATORS - NO REPORTABLE ACTION WAS TAKEN. IT IS ANTICIPATED THAT THERE WILL BE FUTURE OPEN SESSION ACTION REGARDING THE CONCLUSION OF THE NEGOTIATION PROCESS.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON CALISTA SHANG.

1.2 CERTIFICATE OF RECOGNITION, CALISTA SHANG, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR SPRING 2016 SEMESTER

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO CALISTA SHANG RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.3 RECOGNITION FOR HEROIC ACTIONS IN SAVING DUCKLINGS

MIA RABII WAS NOT AVAILABLE AT THE MEETING TO RECEIVE HER CERTIFICATE OF RECOGNITION.

1.4 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422 2016 GIRLS U-10 ALL-STAR TEAM

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO EACH MEMBER OF THE LAGUNA HILLS AYSO REGION 1422 2016 GIRLS U-10 ALL-STAR TEAM.

1.5 TEN YEAR ANNIVERSARY AWARD

MAYOR KOGERMAN RECOGNIZED TODD SMYSER, COMMUNITY SERVICES SENIOR LEADER, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENTED TODD WITH A CERTIFICATE OF RECOGNITION AND GIFT.

Mayor Kogerman took Item No. 1.7 out of order on the agenda.

1.7 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED A BRIEF ORAL REPORT AND POWERPOINT PRESENTATION FROM TAM NGUYEN, PRESIDENT, ADVANCE BEAUTY COLLEGE.

1.6 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

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

1.8 ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT PRESENTATION

THE CITY COUNCIL RECEIVED A BRIEF ORAL REPORT AND POWERPOINT PRESENTATION FROM JARED DEVER, DIRECTOR OF COMMUNICATIONS OF THE ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT.

2. PUBLIC COMMENTS**CITY MOTTO CONTEST**

Zachary Erdosi, a resident of Laguna Hills and student of the Community Roots Academy, requested that the City Council consider sponsoring a City-wide contest to come up with a City motto that captures the spirit of the City of Laguna Hills.

Anastasia Sansevero, a resident of Laguna Hills and student of the Community Roots Academy, requested that the City Council consider sponsoring a City-wide contest to come up with a City motto that captures the spirit of the City of Laguna Hills.

Mayor Kogerman requested that staff look into developing a contest to come up with a City motto and return to City Council with a staff report.

CLOSURE OF LAGUNA HILLS MALL THEATER

Juanita Skillman, a resident of Laguna Woods, expressed her disappointment regarding the closure of the theater located at the Laguna Hills mall.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER CARRUTH REMOVING ITEM NO. 3.10, AND MAYOR PRO TEMPORE SEDGWICK REMOVING ITEM NO. 3.7, BY M/COUNCIL MEMBER BLOUNT, S/MAYOR PRO TEMPORE SEDGWICK.
APPROVED BY A VOTE OF 5-0.**

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

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

3.2 APPROVAL OF MINUTES FOR MAY 10, 2016, REGULAR MEETING.

THE CITY COUNCIL APPROVED THE MINUTES OF THE MAY 10, 2016, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 14, 2016

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$1,356,527.36.

3.4 ADOPTION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016/2017

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016/17 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE.

3.5 PROGRESS PAYMENT NO. 2, FINAL, FOR WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412E

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 2, FINAL, IN THE NET AMOUNT OF \$9,072.50, TO G2 CONSTRUCTION, INC., FOR WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412E, AND AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

3.6 CONFIRMATION OF NO PARKING ZONES ON DEL LAGO DRIVE BETWEEN ALCALDE DRIVE AND LA CADENA DRIVE

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO PARKING ANYTIME ZONES TO ADDRESS SIGHT DISTANCE VISIBILITY RESTRICTIONS AT VARIOUS LOCATIONS ON DEL LAGO DRIVE BETWEEN ALCALDE DRIVE AND LA CADENA DRIVE.

3.8 2016 TRAFFIC SIGNAL MASTER PLAN UPDATE

THE CITY COUNCIL APPROVED THE 2016 TRAFFIC SIGNAL MASTER PLAN UPDATE.

3.9 AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-2-1996 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR IMPLEMENTATION OF THE LOS ALISOS BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-2-1996 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR IMPLEMENTATION OF THE LOS ALISOS BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT AND AUTHORIZED THE MAYOR TO SIGN THE AMENDMENT.

3.11 APPROVAL OF RESOLUTIONS RELATED TO THE NOVEMBER 8, 2016, GENERAL MUNICIPAL ELECTION

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-4, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-5, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-6, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016.

3.12 RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-7, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.10 PROFESSIONAL SOLID WASTE AND RECYCLING CONSULTING SERVICES AGREEMENT WITH ECO/NOMICS, INC.

Council Member Carruth removed Item No. 3.10 from the Consent Calendar for additional information. Deputy City Manager Reynolds responded.

THE CITY COUNCIL AUTHORIZED THE MAYOR TO EXECUTE THE CONSULTING SERVICES AGREEMENT WITH ECONOMICS, INC., BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT. APPROVED BY A VOTE OF 5-0.

3.7 NO PARKING ZONES ON MILL CREEK DRIVE NORTHERLY OF RIDGE ROUTE DRIVE

Mayor Pro Tempore Sedgwick removed Item No. 3.7 from the Consent Calendar for additional information. Director of Public Services Rosenfield responded.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO PARKING ANYTIME ZONES AT SELECT LOCATIONS ON MILL CREEK DRIVE NORTHERLY OF RIDGE ROUTE DRIVE TO IMPROVE STREET SWEEPING ACCESS TO CATCH BASIN INLETS, BY M/MAYOR PRO TEMPORE SEDGWICK, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:14 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 10, 2016

THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 10, 2016, REGULAR MEETING, BY M/AGENCY MEMBER BLOUNT, S/AGENCY MEMBER GILBERT. APPROVED BY A VOTE OF 5-0.

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 8:15 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager gave no Administrative Reports.

6.2 Assistant City Manager

6.2.1 APPROVAL OF FISCAL YEAR 2016/2017 LAW ENFORCEMENT SERVICES AGREEMENT

Assistant City Manager White briefly reviewed the information provided in the Staff Report and responded to additional questions from City Council.

THE CITY COUNCIL APPROVED THE FISCAL YEAR 2016/2017 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 5-0.

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

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

8. CITY COUNCIL MEMBER COMMENTS**COUNCIL MEMBER BLOUNT**

Council Member Blount thanked staff for their efforts at Oakbrook Village and stated that he is impressed with how the project is developing.

COUNCIL MEMBER CARRUTH

Council Member Carruth reported that she attended the Orange County Peace Officers' Memorial Ceremony and Vigil held in Tustin on Thursday, May 26, 2016, and reported that it was an incredible event.

Council Member Carruth encouraged Council Members to attend the Get Moving Orange County Public Forum sponsored by the Transportation Corridor Agencies to be held at the Laguna Niguel Community Room on Monday, June 20, 2016.

MAYOR KOGERMAN

Mayor Kogerman reported that she attended the ACC-OC Homelessness OC Task Force Event held in Irvine on Wednesday, May 11, 2016, and requested that staff return to City Council at a later date with information on homelessness in Laguna Hills.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Kogerman declared the meeting adjourned at 8:33 p.m. in the memory of Jerry McCloskey, Laguna Niguel City Council Member.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF JUNE 28, 2016.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 28, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$397,715.76.

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

6-21-16
DATE

FISCAL IMPACT:

The warrant register total is \$397,715.76.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 06/28/16

Date: 06/16/2016

Time: 5:26 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							
8811072	06/09/2016	Printed		A-0304	AU-YEUNG, MELISSA	Travel Reimb, ICSC, May '16	335.36
8811073	06/09/2016	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure, May	19,721.88
8811074	06/09/2016	Printed		C-1168	CAPITAL ONE COMMERCIAL	Costco, Program Expense, CS	51.23
8811075	06/09/2016	Printed		C-1159	CHANTARANGSU, DAVID	Travel Reimb., ICSC, May '16	164.44
8811076	06/09/2016	Printed		C-1182	CONTEMPORARY SERVICES CORP.	Security, 1/2 Marathon, CS	822.00
8811077	06/09/2016	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, May '16	29.00
8811078	06/09/2016	Printed		E-0599	E4C ENTERPRISES, LLC	1/2 Marathon Expense, CS	2,916.00
8811079	06/09/2016	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 5/24-6/22	83.16
8811080	06/09/2016	Printed		M-1515	MONACH, KIMBERLYN	Consult Public Art, Oakbrook	840.00
8811081	06/09/2016	Printed		M-1586	MVT EVENT SERVICES	1/2 Marathon Expense, CS	750.00
8811082	06/09/2016	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CH, 6/22-9/19/16	296.24
8811083	06/09/2016	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	N. Pirani, V# 2003783.002	145.00
8811084	06/09/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Acacio Fertility,V#2003786.002	500.00
8811085	06/09/2016	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	13,063.81
8811086	06/09/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, May '16	13,861.80
8811087	06/09/2016	Printed		S-2276	SEDGWICK, DON	Travel Reimb, ICSC, May '16	1,169.74
8811088	06/09/2016	Printed		S-1949	SMART & FINAL	Office & Program Supp. CH & CC	1,046.16
8811089	06/09/2016	Printed		S-2250	SPARKLETTES	Operating Supplies, CS, May 16	57.75
8811090	06/09/2016	Printed		T-2695	THE VIKING TRUCK LLC	1/2 Marathon Expense, CS	1,200.00
8811091	06/09/2016	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, May '16	1,197.66
8811092	06/09/2016	Printed		V-2224	VERIZON WIRELESS	Communication Expense, May '16	979.83
8811093	06/09/2016	Printed		W-2300	WHITE, DONALD	Travel Reimb., LOCC, Jun '16	52.66
8811094	06/16/2016	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 5/08-6/04	7,656.24
8811095	06/16/2016	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, May '16	7,956.25
8811096	06/16/2016	Printed		A-0331	AT&T MOBILITY	Wireless Service, May '16	63.02
8811097	06/16/2016	Printed		B-0377	BIG TOP RENTALS	Program Expense, 1/2 Marathon	5,464.61
8811098	06/16/2016	Printed		B-0431	BROADCAST MUSIC INC.	License Agreement, FYI 16/17	336.00
8811099	06/16/2016	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs & 1/2 Marathon	5,623.42
8811100	06/16/2016	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, May	2,624.00
8811101	06/16/2016	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims May	766.98
8811102	06/16/2016	Printed		C-1184	CEP AMERICA AUC PC	Pre-employ Physical, Feb-May	225.00
8811103	06/16/2016	Printed		C-0455	CNC ENGINEERING	Professional Services, CIP#171	7,878.90
8811104	06/16/2016	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer, Office&Operating Sup	812.36
8811105	06/16/2016	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Apr - May	11,645.94
8811106	06/16/2016	Printed		C-0023	COX COMMUNICATION	WiFi Svcs,CC Signal System,Jun	260.00
8811107	06/16/2016	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans,Jun	128.32
8811108	06/16/2016	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, May '16	42.50
8811109	06/16/2016	Printed		E-0544	ECONOLITE CONTROL PRODUCTS,INC	Maintenance Agreement, TC	3,895.00
8811110	06/16/2016	Printed		E-0600	EWING IRRIGATION PRODUCTS, INC	Irrigation Controllers, PubSvcs	4,719.60
8811111	06/16/2016	Printed		F-0718	FINANCIAL CREDIT NETWORK, INC.	Collection Agency Recovery Fee	91.13
8811112	06/16/2016	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	1,134.00
8811113	06/16/2016	Printed		H-0804	HINDERLITER, DE LLAMAS & ASSOC	Sales Tax 2ndQtr,AuditSales4th	2,253.00
8811114	06/16/2016	Printed		H-0957	HORIZONS CONSTRUCTION CO, INT'	Progress Payment #4, CIP# 514	123,989.47
8811115	06/16/2016	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 514	630.00
8811116	06/16/2016	Printed		H-0953	HRDIRECT	Office Supplies, CH, Jun '16	80.99
8811117	06/16/2016	Printed		I-0920	ICMA	Membership, DW, 16/17	1,400.00
8811118	06/16/2016	Printed		I-0964	INNOVATIVE PROMOTIONS	Program Expense, 1/2 Marathon	997.14
8811119	06/16/2016	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, May	155.35
8811120	06/16/2016	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	429.38
8811121	06/16/2016	Printed		K-1196	KELLY ASSOCIATES MANAGEMENT	Professional Services, May '16	352.50
8811122	06/16/2016	Printed		L-1378	LABOR READY	Program Expense, 1/2 Marathon	118.75

Check Register Report

Warrant Register 06/28/16

Date: 06/16/2016

Time: 5:26 pm

Page: 2

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							
8811123	06/16/2016	Printed		C-1007	LAW ENFORCEMENT	FingerprintID Sys, Comm Sys	820.25
8811124	06/16/2016	Printed		L-1250	LOCAL GOVERNMENT PUBLICATIONS	Publication, Com Dev	118.66
8811125	06/16/2016	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	306.95
8811126	06/16/2016	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly Landscape, Jun '16	74,609.24
8811127	06/16/2016	Printed		C-1008	NPDES	Professional Svcs, CIP # 410	4,310.88
8811128	06/16/2016	Printed		N-1487	NUVIS	Planning Fees, 5 Laganas	5,375.00
8811129	06/16/2016	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	360.85
8811130	06/16/2016	Printed		O-1590	ON TARGET VOICE AND DATA, INC.	Professional Svcs, May '16	1,200.00
8811131	06/16/2016	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Coll, May '16	8,706.00
8811132	06/16/2016	Printed		P-1802	PACIFIC TRAFFIC CONTROL, INC.	Program Expense, 1/2 Marathon	14,182.50
8811133	06/16/2016	Printed		R-1963	RACE GRADER	Program Expense, 1/2 Marathon	765.00
8811134	06/16/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	A1 All American, Permit Fees	146.00
8811135	06/16/2016	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	G. Eordekian, V# 2003789.002	35.00
8811136	06/16/2016	Printed		R-1890	REFUND, FACILITY RENTAL FEE	J. Blacken, Permit # 2996	500.00
8811137	06/16/2016	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Acacia Knolls, V# 2003794.002	250.00
8811138	06/16/2016	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Tutu School, V# 2003797.002	250.00
8811139	06/16/2016	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Adv Language, V# 2003450.002	25.00
8811140	06/16/2016	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	4,852.94
8811141	06/16/2016	Printed		R-1946	RK ENGINEERING GROUP, INC.	Traffic Study, MNWD	1,090.00
8811142	06/16/2016	Printed		R-1967	RUSSELL, RICHARD WYATT	Contract Inst Svcs, Tennis	1,024.00
8811143	06/16/2016	Printed		S-2267	SINTA DESIGN	Program Expense, 1/2 Marathon	1,202.50
8811144	06/16/2016	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Jun '16	1,062.30
8811145	06/16/2016	Printed		S-2219	SOUTH COUNTY OUTREACH	Contribution for 1/2 Marathon	500.00
8811146	06/16/2016	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '16	9,253.66
8811147	06/16/2016	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	521.50
8811148	06/16/2016	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	96.00
8811149	06/16/2016	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, Pol Svcs	48.60
8811150	06/16/2016	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, May '16	10,198.38
8811151	06/16/2016	Printed		S-2129	SYSTEM SOURCE, INC.	Furniture, Pol Svcs.	1,646.15
8811152	06/16/2016	Printed		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense, Jun	1,207.86
8811153	06/16/2016	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, May '16	1,053.14
8811154	06/16/2016	Printed		Y-2511	YALE CHASE MATERIALS HANDLING	Maint, Cart, CC, Jun '16	983.83

Total Checks: 83

Checks Total (excluding void checks):

397,715.76

Total Payments: 83

Bank Total (excluding void checks):

397,715.76

Total Payments: 83

Grand Total (excluding void checks):

397,715.76



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE
ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE M2
COMPLIANCE SUBMITTAL TO OCTA INCLUDING THE SEVEN-YEAR CAPITAL
IMPROVEMENT PROGRAM.**

SUMMARY:

On November 7, 2006, Orange County voters approved Ordinance No. 3, the Renewed Measure M (M2), for the extension of the one-half cent sales tax for transportation infrastructure. As a part of the M2 program, Orange County local agencies must meet eligibility requirements in order to receive or remain eligible to apply for M2 funds. The eligibility compliance documents are due to OCTA by June 30th of each calendar year. The City remains in compliance with all requirements of M2 and the City Council is requested to approve the compliance submittal documents contained herein, including the Seven-Year Capital Improvement Program for streets and roads.

BACKGROUND:

Annually, OCTA determines if local jurisdictions are eligible to receive Measure M2 turnback funds and competitive funds. Under M2 local jurisdictions must satisfy several requirements, as outlined in the Renewed Measure M Eligibility Guidelines, in order to remain eligible for these funds. The Measure M2 package for 2016/2017 requires the following:

- Provide an adopted Seven-Year Capital Improvement Program.
- Complete the Measure M Eligibility Checklist.
- Demonstrate continued funding of street maintenance at the Maintenance of Effort level assigned to the City.
- Adopt, fund, and update a local Pavement Management Plan (biennially).

- Submit a letter outlining land use planning strategies/policies that accommodate transit and non-motorized transportation.

Submitted for City Council approval, as attachments to this report, are the following documents: the Seven-Year Capital Improvement Program for streets and roads based upon the City's 2016/2017 - 2022/2023 Fiscal Years Budget; the Maintenance of Effort Reporting Form; the Pavement Management Plan Certification Form and Agency Submittal Checklist; the Measure M2 Eligibility Checklist; and a letter outlining land use planning strategies that accommodate transit and non-motorized transportation. A copy of the Pavement Management Plan is available in the office of the City Engineer.

FISCAL IMPACT:

It is projected the City will receive approximately \$500,000 of turnback funds annually under the Measure M Local Fair Share Program. Failure to remain eligible for Measure M funds would put these funds in jeopardy and limit the City's ability to seek Measure M competitive grant funds.

ATTACHMENTS:

- Seven-Year Capital Improvement Program
- Measure M Eligibility Checklist
- Maintenance of Effort Reporting Form
- Pavement Management Plan Certification
- Pavement Management Plan Agency Submittal Checklist
- Letter outlining land use planning strategies

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 16-17

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan.

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$730,000	\$730,000	
		\$730,000	\$730,000	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$680,000	\$0	\$0	\$0	\$0	\$0	\$0	\$680,000	\$680,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$730,000	\$0	\$0	\$0	\$0	\$0	\$0	\$730,000	\$ 730,000

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 18-19

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$1,800,000	\$1,875,623	
		\$1,800,000	\$1,875,623	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$1,700,000	\$1,775,623
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$1,800,000	\$ 1,875,623

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 20-21

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$1,900,000	\$2,063,704	
		\$1,900,000	\$2,063,704	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$1,800,000	\$1,963,704
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$1,900,000	\$0	\$0	\$1,900,000	\$ 2,063,704

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 22-23

Project Limits: Citywide street maintenance pursuant to the
Pavement Management Plan

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$1,900,000	\$2,151,058	
		\$1,900,000	\$2,151,058	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$1,800,000	\$2,051,058
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$1,900,000	\$ 2,151,058

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Arterial Highway Pavement Maintenance - Various locations CIP 175

Project Limits: various locations

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement and Concrete repairs

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	60.63	\$709,370	\$709,370	
Other	39.37	\$460,630	\$460,630	RSTP Federal Map-21
		\$1,170,000	\$1,170,000	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,170,000	\$1,170,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,170,000	\$ 1,170,000

Agency: Laguna Hills

Project Name: Avenida de la Carlota Pavement Rehab

Project Limits: Avenida de la Carlota from El Toro Road to Los Alisos Blvd.

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$825,000	\$933,094	
		\$825,000	\$933,094	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000	\$775,000	\$883,094
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$825,000	\$825,000	\$ 933,094

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name) Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Cabot Road Widening Project

Project Limits: La Paz Road to Paseo De Valencia

Project Number: CIP 139

Type of Work (TOW): Road Widening

TOW Description: Widen width of existing traffic lanes

Project Description: Road widening

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,150,000	\$3,553,087	
		\$3,150,000	\$3,553,087	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000	\$260,000	\$260,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	\$1,139,477
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,890,000	\$1,890,000	\$2,153,611
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$3,150,000	\$3,150,000	\$ 3,553,087

Agency: Laguna Hills

Project Name: La Paz Road Sidewalk Widening

Project Limits: N/S of La Paz Rd. from Paseo De Valencia to
Grissom Rd., & s/s from Paseo De Valencia

Project Number: N/A

Type of Work (TOW): Pedestrian

TOW Description: Reconstruction or rehabilitation of sidewalk

Project Description: This project includes the construction of a standard width arterial highway sidewalk along the north and south side of La Paz Road. This is to improve pedestrian access along La Paz Road to ADA standards. CIP 171

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	15.40	\$60,053	\$60,053	
ATP	84.60	\$329,947	\$329,947	
		\$390,000	\$390,000	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$390,000	\$0	\$0	\$0	\$0	\$0	\$0	\$390,000	\$390,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$390,000	\$0	\$0	\$0	\$0	\$0	\$0	\$390,000	\$ 390,000

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: La Paz Road Widening

Project Limits: La Paz Road from McIntyre Street to Cabot Road

Project Number: N/A

Type of Work (TOW): Road Widening

TOW Description: Add 1 lane to existing roadway in project limits

Project Description: widening of eastbound La Paz Road from McIntyre Street to Cabot Road to add a third through lane.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,450,000	\$1,638,293	
		\$1,450,000	\$1,638,293	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$683,686
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	\$854,607
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,000	\$1,450,000	\$ 1,638,293

Agency: Laguna Hills

Project Name: Lake Forest Drive Pavement Rehab

Project Limits: Lake Forest Drive from east city limits to west city limits

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 182

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,200,000	\$1,356,911	
		\$1,200,000	\$1,356,911	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,125,000	\$1,125,000	\$1,281,911
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$1,200,000	\$ 1,356,911

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Oso Parkway Pavement Rehab

Project Limits: Oso Parkway from Cabot Road to West City limits

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 181

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,750,000	\$1,980,136	
		\$1,750,000	\$1,980,136	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650,000	\$1,650,000	\$1,880,136
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750,000	\$1,750,000	\$ 1,980,136

Agency: Laguna Hills

Project Name: Paseo De Valencia Widenina

Project Limits: Paseo De Valencia from El Toro Road to Laguna Hills Drive

Project Number: N/A

Type of Work (TOW): Road Widening

TOW Description: Add 1 lane to existing roadway in project limits

Project Description: This project includes widening of Paseo De Valencia from Kennington Dr. to Laguna Hills Dr. Scope includes lane addition, curb & gutter, irrigation/landscaping, traffic signal & striping.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$6,600,000	\$7,395,016	
		\$6,600,000	\$7,395,016	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$900,000	\$900,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$569,738
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200,000	\$5,200,000	\$5,925,278
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$6,600,000	\$6,600,000	\$ 7,395,016

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Ridge Route Drive Pavement Rehabilitation West segment

Project Limits: Ridge Route Drive from Santa Vittoria to Moulton Parkway

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement rehab of Ridge Route Drive to include pavement removals/rehabilitation, curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$700,000	\$790,660	
		\$700,000	\$790,660	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000	\$650,000	\$740,660
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000	\$ 790,660

Agency: Laguna Hills

Project Name: South Moulton Pavement Rehab

Project Limits: Moulton Parkway from Via Lomas to South City limits (SR-73)

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 178

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,575,000	\$1,784,215	
		\$1,575,000	\$1,784,215	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000	\$1,709,215
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,575,000	\$1,575,000	\$ 1,784,215

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Citywide traffic signal improvements

Project Number: CIP 168

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

<u>FUND NAME</u>	<u>PERCENT</u>	<u>ESTIMATED COST</u>	<u>PROJECTED COST</u>	<u>NOTES</u>
Unfunded	100.00	\$1,500,000	\$1,695,267	
		\$1,500,000	\$1,695,267	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400,000	\$1,400,000	\$1,595,267
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000	\$ 1,695,267

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Los Alisos Blvd in the City limits

Project Number: CIP 168C

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$29,000	\$29,000	
		\$29,000	\$29,000	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$29,000	\$0	\$0	\$0	\$0	\$0	\$0	\$29,000	\$29,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$29,000	\$0	\$0	\$0	\$0	\$0	\$0	\$29,000	\$ 29,000

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: La Paz Road in the City limits

Project Number: CIP 168E

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$17,000	\$17,374	
		\$17,000	\$17,374	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$17,000	\$0	\$0	\$0	\$0	\$0	\$17,000	\$17,374
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$17,000	\$0	\$0	\$0	\$0	\$0	\$17,000	\$ 17,374

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: El Toro Road in the City limits

Project Number: CIP 168F

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$11,000	\$11,000	
		\$11,000	\$11,000	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$11,000	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000	\$11,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$11,000	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000	\$ 11,000

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name) Fiscal Years 2016/2017 through 2022/2023

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Alicia Parkway in the City limits

Project Number: CIP 168G

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$40,000	\$40,880	
		\$40,000	\$40,880	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,880
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000	\$ 40,880

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Moulton Parkway in the City limits

Project Number: CIP 168H

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$26,000	\$26,000	
		\$26,000	\$26,000	

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$26,000	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000	\$26,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$26,000	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000	\$ 26,000



Appendix D:
Eligibility Checklist

Responsibility: Cities, County

Jurisdiction: City of Laguna Hills

Capital Improvement Program (CIP)	YES	NO	N/A
1. Did you submit your draft Measure M2 seven-year CIP to OCTA by June 30?	☒	☐	☐
a. Did you utilize the required Web Smart CIP?	☒	☐	☐
b. Have you indicated what percentage of funding will come from each source for each of the projects?	☒	☐	☐
c. Have you listed projects in current year dollars?	☒	☐	☐
d. Did you include all projects that are partially, fully, or potentially funded by Measure M2 net revenues?	☒	☐	☐
e. The council approval date to adopt the final 7-Year CIP is: <u>28-Jun-16</u> (Must be prior to July 31)			

Maintenance of Effort (MOE)	YES	NO	N/A
2. Did you submit your MOE certification form (Appendix I) and supporting budget documentation to OCTA by June 30?	☒	☐	☐
a. Did you use the MOE Reporting Form included in the M2 Eligibility Guidelines?	☒	☐	☐
b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	☒	☐	☐

Pavement Management Program (PMP)	YES	NO	N/A
3. Are you required to submit a PMP update to OCTA for this eligibility cycle? (Refer to Exhibit 3 for local agency PMP submittal schedule) If you are not required to submit a PMP update, check N/A.	☒	☐	☐
a. If yes, did you use the current PMP Certification form (Appendix F)?	☒	☐	☐
b. If yes, is the PMP consistent with the OCTA Countywide Pavement Management Program?	☒	☐	☐
4. If you answered "no" or "n/a" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	☐	☐	☒

Resolution of Master Plan of Arterial Highways (MPAH) Consistency	YES	NO	N/A
5. Did you submit a resolution demonstrating consistency with the MPAH?	☐	☐	☒
a. Has there been an update to the Circulation Element since the last report period? If yes, include a copy of the latest Circulation Element	☐	☒	☐
6. Have you enclosed a figure representing your most current circulation element?	☐	☐	☒
7. Do you have a current Local Signal Synchronization Plan that is consistent with the Regional Traffic Signal Synchronization Master Plan?	☒	☐	☐



Appendix D:
Eligibility Checklist

Time Limits For Use of Net Revenues	YES	NO	N/A
8. Has your jurisdiction observed the time limits for the use of net revenues over the last year per the requirements outlined in the ordinance?	☒	☐	
a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	☐	☒	

Supplanting of Developer Commitments	YES	NO	N/A
9. Has your jurisdiction insured they have not supplanted developer commitments for transportation projects and funding with Measure M funds?	☒	☐	

Mitigation Fee Program	YES	NO	N/A
10. Does your jurisdiction currently have a defined development impact mitigation fee program in place?	☒	☐	☐
a. If you answered yes to question 10, have you included a copy of your current impact fee schedule; or	☐	☐	☒
b. If you answered yes to question 10, have you provided OCTA with a copy of your mitigation fee nexus study; or	☐	☐	☒
c. If you answered yes to question 10, have you included a copy of your council approved policy; or	☐	☐	☒
d. If you answered yes to question 10, have you provided OCTA with a copy of your council resolution approving the mitigation fee program?	☐	☐	☒
e. Has an update to the mitigation fee program occurred since the last reporting period. If yes, please submit the appropriate documents listed in 10a through 10d	☐	☒	☐

Planning Strategies	YES	NO	N/A
11. Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation ?	☒	☐	
12. Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the general plan?	☒	☐	

Traffic Forums	YES	NO	N/A
13. Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐	
a. If you answered yes, provide date of attendance: 8/3/15, 10/7/15 & 2/4/16			

Gongestion Management Program	YES	NO	N/A
14. Has your jurisdiction completed the required CMP checklist? (Appendix C)	☐	☐	☒

Submitted By:

Kenneth H. Rosenfield
Name (Print)

Signature
Director of Public Services
Title

City of Laguna Hills
Jurisdiction

6/20/16

Date
krosenfield@lagunahillsca.gov
Contact E-mail



Appendix I:

Maintenance of Effort Reporting Form

Jurisdiction: City of Laguna Hills

Type of GENERAL FUND Transportation Expenditures:

Please attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Sweeping	\$ 138,000.00
Signal Maintenance Contract	\$ 129,000.00
Utilities	\$ 420,000.00
Personnel	\$ 157,902.00
Miscellaneous contract and other maintenance	\$ 335,000.00
Public Works Maintenance and Operations	\$ 495,000.00
Subtotal Maintenance	\$ 1,674,902.00

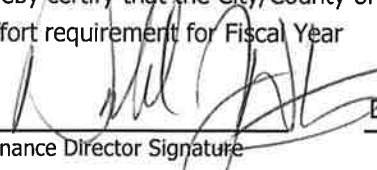
CONSTRUCTION	Total Expenditure
Streets, Signals and Lighting	\$ 2,690,000.00
Streetscape	\$ 1,005,000.00
Flood Control and Water Quality	\$ 380,000.00
Subtotal Construction	\$ 4,075,000.00

ADMINISTRATIVE/OTHER	Total Expenditure
Operating Expenditures	\$ 12,900.00
Subtotal Administration/Other	\$ 12,900.00

Total General Fund Transportation Expenditures	\$ 5,762,802.00
(Less Total MOE Exclusions*)	\$ 3,310,000
MOE Expenditures	\$ 2,452,802.00
MOE Benchmark Requirement	\$ 269,339.00
(Shortfall) / Surplus	\$ 2,183,463.00

Certification:

I hereby certify that the City/County of Laguna Hills has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2016-17.


Finance Director Signature

Donald J. White
Finance Director (Print Name)

6/28/2016

Date

*Funding sources include Measure M, federal, state, redevelopment, and bond financing.

MAINTENANCE OF EFFORT REPORTING FORM

Attachment - Construction Schedule

Fiscal Year 2016-17

Fiscal Year 2016-17 BUDGET

		Funding			
		Total Expenditure	GF	"M"	Others
CONSTRUCTION					
Streets, Signals and Lighting					
101	Annual Street Maintenance	\$ 730,000	\$ -	\$ -	\$ 730,000
145	Paseo de Valencia Widening	400,000		300,000	100,000
171	La Paz Road Sidewalk Widening	390,000	45,000	-	345,000
175	Arterial Highway Pavement Maintenance	1,170,000	-	-	1,170,000
		2,690,000	45,000	300,000	2,345,000
Streetscape					
301	Alicia Parkway Median Islands Landscape Rehab	\$ 980,000	\$ 930,000	\$ -	\$ 50,000
329	Wayfinding Signs	25,000	25,000	-	-
		1,005,000	955,000	-	50,000
Flood Control					
403	Storm Drain/Slope Repairs	\$ 50,000	\$ -	\$ -	\$ 50,000
410	NPDES / Water Quality Program	255,000	255,000	-	-
412	Water Quality (2) Improvements	75,000	5,000	70,000	-
		380,000	260,000	70,000	50,000
Totals		\$ 4,075,000	\$ 1,260,000	\$ 370,000	\$ 2,445,000
				MOE Exclusion	MOE Exclusion
Maintenance					
Street Sweeping		138,000	138,000		
Signal Maintenance Contract		129,000	129,000		
Utilities		420,000	420,000		
Personnel		157,902	157,902		
Miscellaneous Contract and other Maintenance		335,000	335,000		
Public Works Maintenance and Operation		495,000	-	495,000	-
		1,674,902	1,179,902	495,000	-
				MOE Exclusion	MOE Exclusion
Administrative/Other					
Operating Expenditures		12,900	12,900		
		12,900	12,900	-	-
Total General Fund Transportation Expenditures		5,762,802	2,452,802	865,000	2,445,000
MOE Exclusions		\$ 3,310,000			

**CITY OF LAGUNA HILLS
FISCAL YEAR 2016/17
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT	PROJECT	FISCAL YEAR 2016/17	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	QUIMBY ACT FEES	HSIP	CARITS	CAPITAL RESERVE FUND	RSTP FEDERAL MAP-21	OTHER - WATER AGENCY REBATE
STREET, SIGNALS AND LIGHTING (100)											
101	Annual Street Maintenance	730,000	-	730,000	-	-	-	-	-	-	-
145	Passo de Valencia Widening	400,000	-	-	300,000	-	-	100,000	-	-	-
171	La Paz Road Sidewalk Widening	390,000	45,000	-	-	-	345,000	-	-	-	-
175	Arterial Highway Pavement Maintenance - Various Locations	1,170,000	-	670,000	-	-	-	-	-	500,000	-
	Sub-Total	\$ 2,690,000	\$ 45,000	\$ 1,400,000	\$ 300,000	\$ -	\$ 345,000	\$ 100,000	\$ -	\$ 500,000	\$ -
STREETSCAPE (300)											
301	Alicia Parkway Median Islands Landscape Rehabilitation	980,000	930,000	-	-	-	-	-	-	-	50,000
329	Wayfinding Signs	25,000	25,000	-	-	-	-	-	-	-	-
	Sub-Total	\$ 1,005,000	\$ 955,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
FLOOD CONTROL & WATER QUALITY (400)											
403	Storm Drain/Slope Repairs	50,000	-	-	-	-	-	-	50,000	-	-
410	NPDES / Water Quality Program	255,000	255,000	-	-	-	-	-	-	-	-
412	Water Quality (2) Improvements	75,000	5,000	-	70,000	-	-	-	-	-	-
	Sub-Total	\$ 380,000	\$ 260,000	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -
PARKS (200)											
238	Community Center and Sports Complex Field Renovations	225,000	-	-	-	225,000	-	-	-	-	-
	Sub-Total	\$ 225,000	\$ -	\$ -	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ 4,300,000	\$ 1,260,000	\$ 1,400,000	\$ 370,000	\$ 225,000	\$ 345,000	\$ 100,000	\$ 50,000	\$ 500,000	\$ 50,000

**2016 Citywide Pavement Management Plan – OCTA Submittal
Final Report – April 13, 2016**



Pavement Management Plan Certification

Appendix F:

Pavement Management Plan Certification

The City of Laguna Hills, CA certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by Bucknam Infrastructure Group, Inc. using MicroPAVER, a pavement management system conforming to American Society for Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of MPAH and Local routes reviewed and updated biennially. The last update of the inventory was completed on January, 2016 for the Arterial (MPAH) and January 2012 for the Local streets
- Assessment of the pavement condition for all routes in the system, updated biennially. The last field review of the pavement condition was completed in January, 2016.
- Percentage of all section of pavement needing:
 - Preventive Maintenance = 33.6%, Rehabilitation = 2.8%, Reconstruction = 0.7%
- Budget needs for preventive maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
 - Current biennial period \$2,329,000, Following biennial period \$2,327,800
- Funds budgeted or available for Preventive Maintenance, Rehabilitation and/or Reconstruction.
 - Current biennial period \$1,900,000 Following biennial period \$1,800,000
- Backlog by year of unfunded rehabilitation, restoration and reconstruction needs (See page 19)
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan with MicroPAVER or StreetSaver compatible files has been or will be submitted with the certification statement.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Kenneth H. Rosenfield, P.E.
Name (Print)


Signed

Director of Public Services / City Engineer
Title

City of Laguna Hills
Jurisdiction

June 14, 2016
Date





Pavement Management Plan Agency Submittal Checklist

A Pavement Management Plan (PMP) is a plan to manage the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads. Local agencies are required to update their PMP on a biennial basis. MicroPAVER or StreetSaver will be used for countrywide consistency. The software must be consistent with American Standard for Testing and Materials (ASTM) Standard D6433. Local agencies are required to submit a PMP unbound "hard copy" including: (See Chapter 3)

Local agencies must submit the following to OCTA:		Page(s) in PMP	Submitted
PMP Agency Submittal Checklist (See Appendix A)		Page 1	☒
PMP certification (See Appendix B)		Page 6	☒
QA/QC plan (See Appendix C and Section 2.4)		Page 7	☒
Pavement management data files in a form useable by OCTA (see Section 2.8)		Page 11	☒
Average (weighted by area) Pavement Condition Index for:			
i.	Entire pavement network	Page 14	☒
ii.	Master Plan of Arterial Highways (MPAH) roadways	Page 14	☒
iii.	Local streets	Page 14	☒
Projected PCI under existing funding levels over the next seven years for:			
i.	Entire pavement network	Page 15	☒
ii.	MPAH roadways	Page 15	☒
iii.	Local streets	Page 15	☒
Seven-year plan for road maintenance and rehabilitation based on current and projected budget, identifying street sections selected for treatment. Specific data to be submitted are:			
i.	Street name	Page 17	☒
ii.	Limits of work	Page 17	☒
iii.	Lengths, widths	Page 17	☒
iv.	Pavement areas:		
	1.	Each street	PCI Report-pg 14 ☒
	2.	Total area for local streets	Page 14 ☒
	3.	Total area for MPAH roadways	Page 14 ☒
	4.	Total area for entire public streets network	Page 14 ☒
v.	Functional classification (i.e. MPAH or local street)	Page 14	☒
vi.	PCI and most recent date of inspection (See Section 2.2)	PCI Report-pg 14	☒
vii.	Type of treatment	Page 17	☒
viii.	Cost of treatment	Page 17	☒
ix.	Year of treatment	Page 17	☒
Alternative funding levels required to:			
i.	Maintain existing average network PCI	Page 18	☒
ii.	To improve average network PCI	Page 18	☒
Backlog by year of unfunded pavement rehabilitation, restoration, reconstruction, and maintenance needs.		Page 19	☒
Centerline mileage for MPAH, local streets, and total network.		Page 14	☒
Percentage of total network in each of the five condition categories based on centerline miles.		Page 14	☒



June 16, 2016

Sam Kaur
Section Manager II, Measure M Local Programs
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

SUBJECT: CITY OF LAGUNA HILLS MEASURE M (M2) ELIGIBILITY FY 2016/2017

Dear Mrs. Kaur:

In order to remain eligible for the renewed Measure M (M2), Cities have to provide OCTA with its strategies to accommodate transit and non-motorized transportation. Some of the policies and goals of the City, as listed in the Land Use and Mobility Element of the City's General Plan, that accommodate transit and non-motorized transportation are listed below:

- Provide an efficient street network within the community.
- Utilize traffic calming and other techniques to improve safety for motorists, pedestrians, and cyclists;
- Increase cycling and walking in the community through expanded networks and amenities;
- Enhance the character and identity of Laguna Hills;
- Encourage alternatives to driving by promoting transit use and other innovative mobility strategies; and
- Provide appropriate parking and use creative parking solutions to manage parking.

The relevant sections of the Land Use and Mobility Element of the City's General Plan have been attached to this letter.

You may contact me with any questions at (949) 707-2657.

Sincerely,

Amber M. Shah, P.E.
Associate Civil Engineer

Attachments: City of Laguna Hills' General Plan relevant sections

Use Element. Table LU-3 summarizes the land use distribution, and the resultant residential and nonresidential levels of development that can be expected from full implementation of land use policies established by this General Plan. Given the largely built-out character of Laguna Hills and the good condition of most buildings, significant redevelopment activities may not occur over the life of this General Plan. However, within opportunity areas described in this Element, future land use changes are anticipated.

Goals and Policies

The goals and policies section sets both broad and specific direction for the future of the City based on identified issues, as captured in the Guiding Themes and expressed by the community, City staff, and decision makers.

Five major issue areas are addressed in the goals and policies of the Land Use Element. These major issues are:

- Creating more active centers within the community through better physical and social connections;
- Protecting and enhancing established neighborhoods;
- Providing sustainable development opportunities in specific areas;
- Beautifying and enhancing the character of the community; and
- Promoting responsible economic development.

ACTIVITY CENTERS AND COMMUNITY CONNECTIONS

The residents of the City value the existing character of Laguna Hills and seek to enhance the City's attributes by encouraging pedestrian-friendly design that promotes physical connections between places and neighborhoods, and social connections between residents. Laguna Hills values well-landscaped, secure, clean, and human-scaled neighborhoods and business districts that accommodate walking. It is important to provide linkages that connect neighborhoods to schools, community centers, parks, and commercial services. Areas identified for mixed use development are defined by pedestrian-oriented streetscapes, and frequented as local gathering places (i.e., cafes, restaurants, plazas). These areas support surrounding neighborhoods and contribute to a more compact and consistent pattern of development.

Goal LU-1: Create diverse and vibrant activity centers and events that bring people together as a community.

Policy LU-1.1: Encourage new mixed use developments in the Urban Village, and other strategic locations, that complement and enhance Laguna Hills' existing community character.

Policy LU-1.2: Encourage the compatible integration of residential and service retail uses in proximity to job centers.

Policy LU-1.3: Promote intensified and revitalized land uses in the Urban Village within traffic, parking, and transit capabilities.

Policy LU-1.4: Promote walkability throughout the community through enhanced pedestrian amenities, attractive streetscapes, plazas, and civic gathering areas.

Policy LU-1.5: Bring commercial buildings close to the street, in appropriate areas, to create a livelier pedestrian realm that encourages window shopping and increased interaction.

Policy LU-1.6: Increase opportunities for pedestrian and bicycle connections to activity centers by well-designed and shaded pathways.

Policy LU-1.7: Promote and advertise community events in creative ways that ensure all segments of the community are encouraged to participate.

Policy LU-1.8: Support events and activities that cross area and neighborhood boundaries to bring together all segments of the community.

RESPECT FOR EXISTING NEIGHBORHOODS

Laguna Hills values the character of its existing neighborhoods, as they contribute to the extraordinary quality of life in the City. The goals and policies in this section identify how the City will continue to pursue proactive land use planning while protecting, maintaining, and enhancing existing neighborhoods. These policies ensure that new development complements and reinforces the unique characteristics of existing neighborhoods through sensitive infill and transitions in scale from adjacent centers and corridors.

Goal LU-2: Ensure development is compatible and interdependent with neighboring uses.

Policy LU-2.1: Preserve the distinctive character of residential neighborhoods by applying adopted design standards to new renovation projects.

Policy LU-2.2: Improve connections with surrounding uses by enhancing landscaping, providing pedestrian connections, incorporating green areas, and planting street trees.

Policy LU-2.3: Pursue code enforcement actions to ensure proper maintenance of homes, buildings, yards, and neighborhoods in all areas of the City.

Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses.

Policy LU-2.5: Require the use of buffers and transitional areas, such as increased setbacks and extensive landscaping, between new activities and existing land uses.

Policy LU-2.6: Discourage high traffic-generating uses such as drive-throughs adjacent to sensitive uses such as schools, medical and assisted care facilities, and residential neighborhoods.

Policy LU-2.7: Expand the use of transitional and buffer areas to buffer sensitive uses from freeways, arterials, point sources of water pollution, hazardous materials, and noise.

Policy LU-2.8: Minimize impacts to surrounding neighborhoods and land uses through context-sensitive site design and architecture.

SUSTAINABLE AND CREATIVE INFILL DEVELOPMENT

Strategic growth and change in Laguna Hills will preserve existing viable neighborhoods while targeting new development to aging and underutilized commercial areas. The form of new development will be compact, mixed use and pedestrian oriented that will enhance the quality of life through improved connectivity with other parts of the City, greater access to amenities, enhanced safety, and greater housing and employment choices. New development will contain energy- and resource-efficient buildings and landscapes, access to effective public transit, and attractive pedestrian-friendly streets.

Goal LU-3: Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner.

Policy LU-3.1: Encourage smart growth and sustainability principles as part of new development and redevelopment activities.

Policy LU-3.2: Encourage new development that uses land efficiently and offers flexibility to changing resident and shopping needs, contributing to the long-term vitality of the community.

Policy LU-3.3: Ensure safe, efficient pedestrian connections are made between adjacent neighborhoods, sidewalks, parking areas, and entrances to stores.

Policy LU-3.4: Incorporate open spaces, plazas, and outdoor dining areas into new development and redevelopment to provide visual relief and community gathering spaces.

Policy LU-3.5: Encourage public art and interactive landscape and design features to create interest and a sense of community.

Policy LU-3.6: Promote the design and placement of buildings to provide opportunities for solar and wind energy and passive cooling.

Policy LU-3.7: Support the upgrade of existing buildings and landscapes for energy efficiency, water conservation, and runoff reduction.

Policy LU-3.8: Encourage energy-efficient design features, including appropriate site orientation, use of light-colored or green roofing and building materials to reduce energy consumption related to heating and cooling.

Policy LU-3.9: Promote the use of green building and landscaping techniques consistent with Leadership in Energy and Environmental Design (LEED) and other relevant sustainability principles in both public and private development and redevelopment projects.

Policy LU-3.10: Create safe, inviting, and functional pedestrian and cyclist environments in new public and private development.

Policy LU-3.11: Provide incentives for development that enhance the environment, offer excellent urban design, and provide public amenities.

Policy LU-3.12: Incorporate Crime Prevention through Environmental Design (CPTED) measures and "visible spaces" into new developments as a means of promoting safe environments.

Policy LU-3.13: Use landscaping and urban design techniques to break up large parking areas and long monotonous walls in new development and redevelopment projects.

ENHANCING THE COMMUNITY'S IDENTITY

Bolstering the unique attributes of Laguna Hills is an important goal for the City. The unique character helps retain residents and workers and attracts visitors to the community. Policies in this section strive to enhance the beauty, image, connectivity and character of Laguna Hills and provide more distinction to the City.



Landscaping, trees, sidewalks, and bike lanes also help serve as traffic calming techniques. Numerous traffic calming measures are available to slow traffic and enhance safety. The selection of appropriate traffic calming techniques for a given area will require a comprehensive site specific study by the City and/or appropriate local, regional, or state agencies.

Traffic calming measures can result in varying degrees of liability exposure to the City. Therefore, such measures must incorporate engineering design features and practices that do not result in unacceptable exposure for the City.

WALKING AND CYCLING, AND BEAUTIFUL STREETS

Walking

Walkability, access, and connections are essential components of a mobility system that easily and specifically accommodates pedestrians. Walkability is fostered by wide sidewalks, safe street crossings, features that encourage cautious driving, a pleasant and safe environment, and destinations to walk to. Walkways, safe crossings, paths, trails, and pedestrian shortcuts allow people to get from one destination point to another with ease. These features are important for providing connections to schools, parks, shopping, jobs, and between neighborhoods. Children, in particular, should be able to walk safely to school. Increased numbers of people walking along streets create a safer environment and thereby encourage others to also walk. High levels of pedestrian activity support active and vibrant urban communities.

In Laguna Hills, walkable environments will be created and enhanced by providing a pedestrian network that connects activity areas. Pedestrian improvements such as timed crosswalks, pedestrian grade separations from traffic, and enhanced lighting in areas with homes, jobs, shops, and schools can promote walkability and can help increase walking as a means of transportation and recreation. This reduces automobile travel and contributes to the overall health, vitality, and sense of community. The City will also strive to beautify certain streets within the community to add aesthetic appeal to various areas and enhance the City's overall identity.

Bikeways

Bicycling for recreation and transportation is a practical option for many in Laguna Hills. Increasing cycling opportunities in the City is an important Citywide goal. To achieve this goal, the City will provide



a convenient network of bike paths and lanes that connect residences, jobs, shopping, services, transit, recreation, civic uses, and schools. Convenient and secure bicycle parking, showers at places of employment, and an educated driving public can make biking more attractive. The City has an existing system of bikeways that provide internal community links as well as bicycle access to many of the surrounding communities. Laguna Hills utilizes the standards developed by Caltrans to classify bikeways within the City. Table M-2 describes the bike standards as well as general locations within the City.

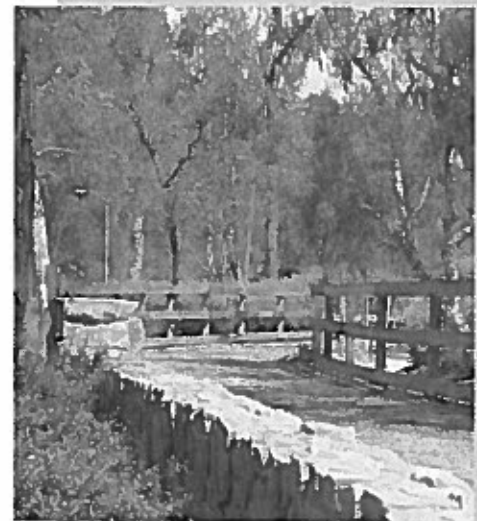
Table M-2
Bikeway Classification Description

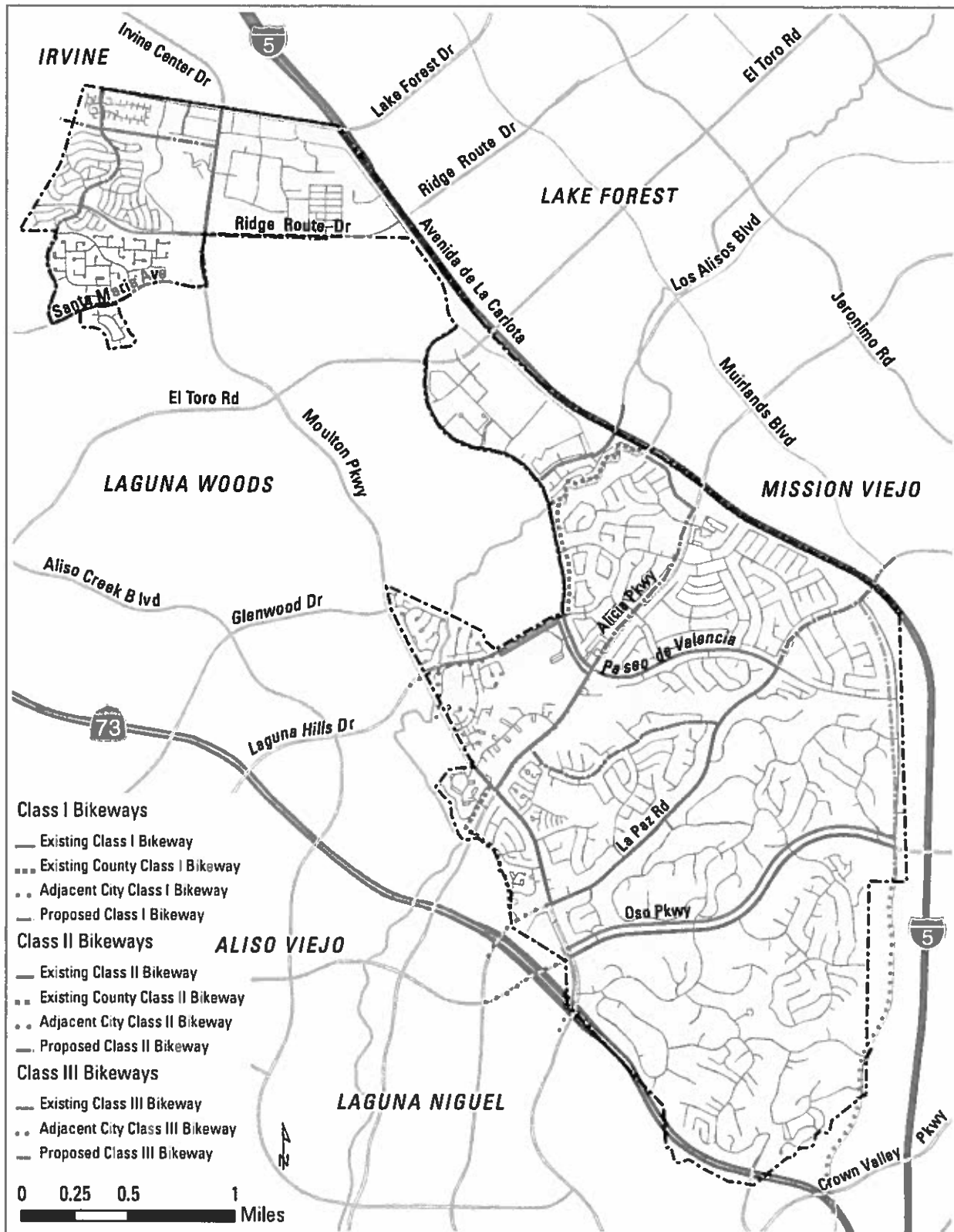
Type	Description	Location
Class 1 – Bike Path	Provides a completely separated right-of-way for the exclusive use of bicycles and pedestrians with cross flow minimized	Portions of Aliso Creek, the San Diego Freeway, Oso and Alicia parkways, Paseo de Valencia, and through Veeh Ranch Park.
Class 2 – Bike Lane	Provides a striped lane for one-way bike travel on a street or highway.	Portions of Moulton, Alicia, and Oso parkways, Paseo de Valencia, Ridge Route, Lake Forest and Laguna Hills Drives, Los Alisos Boulevard, and La Paz Road.
Class 3 – Bike Route	Provides for shared use with pedestrian or motor vehicle traffic.	Portions of Cabot Road, Moulton Parkway, and Avenida de La Carlota.

In addition to the bikeways listed in Table M-2 and illustrated in Figure M-3, several arterials in the City have sufficient right-of-way to accommodate additional bikeways and could fill in missing links in the City's bike network. The City will continue to explore opportunities to upgrade and expand the bike network. A comprehensive bike network will provide an alternative to driving and will connect neighborhoods to shopping, jobs, services, schools, other activity centers, as well as the regional transportation systems.

Recreational Trails

Laguna Hills contains a network of pedestrian and equestrian trails that traverse portions of the City and connect to trails outside of the City, including nearby wilderness areas. Trails enhance community mobility and provide opportunities for recreation and exercise. A well-defined, interconnected trail system can also reduce dependence on the automobile for short local trips. The Conservation and Open Space Element describes the trail system.





Source: City of Laguna Hills, 2001.

Figure M- 3
Bicycle Network



TRANSIT AND TRANSPORTATION DEMAND MANAGEMENT

An effective and efficient transit network is an important component of the Mobility Element. Connecting neighborhoods, shopping, services, and recreation areas to transit will reduce reliance on vehicles and achieve environmental benefits. As opportunity areas redevelop and provide additional housing, appropriate and effective transit should be in place.

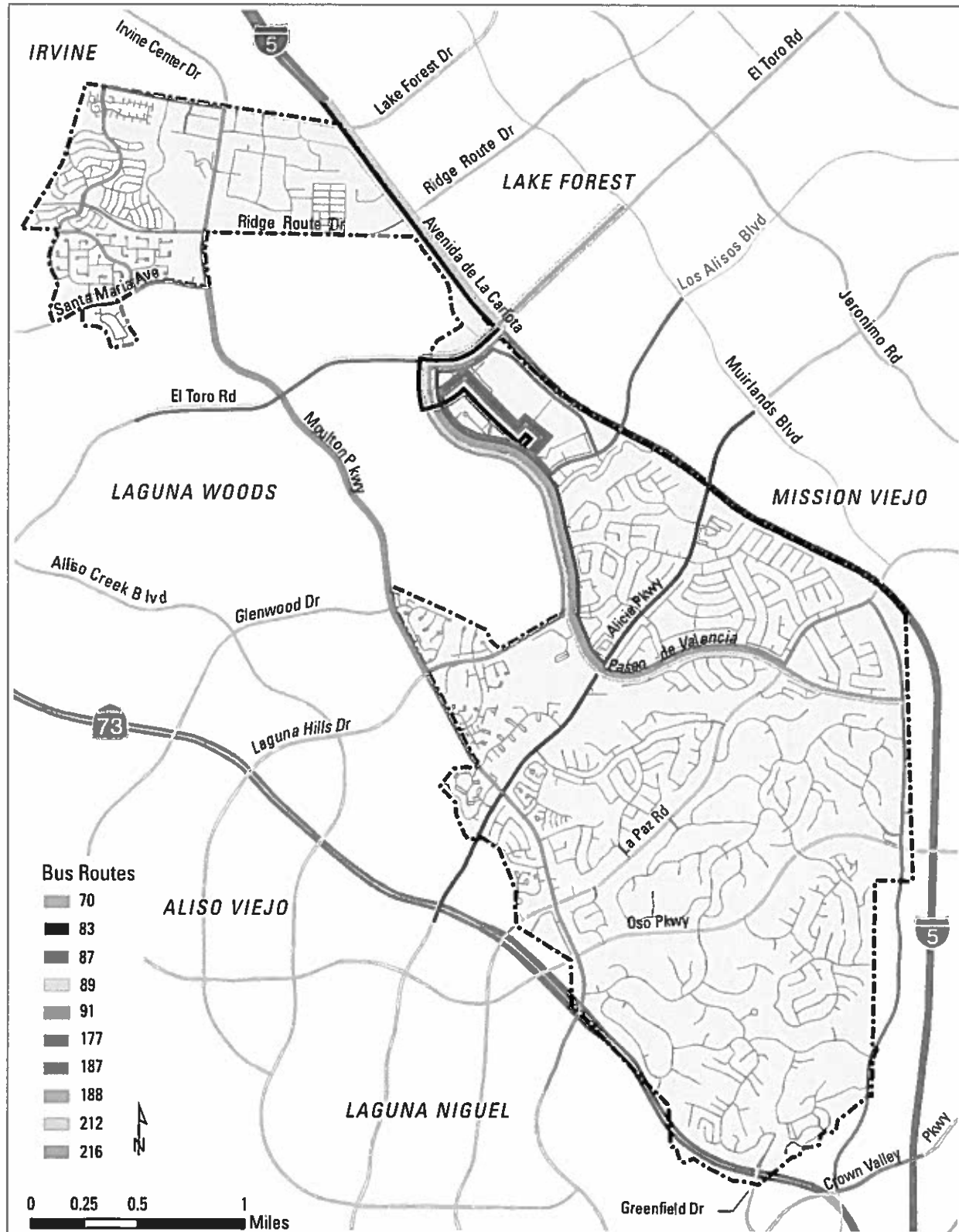
Public bus service in Laguna Hills is provided by the Orange County Transportation Authority (OCTA). OCTA transit routes provide access to residences, jobs, recreation areas, civic uses, shopping, and services throughout Laguna Hills, and connect to numerous other destinations in Orange County. Some of the routes also connect to Metrolink and Amtrak rail services just south of the City in Laguna Niguel and north of the City in Irvine, at the Irvine Transportation Center. OCTA routinely updates its long-range service plans to respond to necessary changes to service levels and route configurations. Currently, 10 fixed routes provide bus service to portions of Laguna Hills. Table M-3 and Figure M-4 detail OCTA bus routes that provide service to Laguna Hills as of 2008. All routes, except bus route 70, serve the Laguna Hills Transportation Center, which is located near the Laguna Hills Mall. A park and ride facility is also located at the Laguna Hills Transportation Center and in the Laguna Hills Mall parking lot.

Table M-3
OCTA Bus Routes Serving Laguna Hills, 2008

Route	Origin and Destination
70	Sunset Beach – Dana Point
83	Anaheim – Laguna Hills
87	Rancho Santa Margarita – Laguna Niguel
89	Mission Viejo – Laguna Beach
91	Laguna Hills – San Clemente
177	Foothill ranch – Laguna Hills
187	Laguna Hills – Dana Point
188	Laguna Hills – Irvine
212	Irvine – San Juan Capistrano Express
216	San Juan Capistrano – Costa Mesa Express

Source: Orange County Transportation Authority, 2008.

Expanding transit and paratransit options, including promoting increased use of transit among City residents and employees is an important City objective. The City will coordinate with OCTA to expand and improve bus service within the City, especially as opportunity areas redevelop and additional housing, shopping, and services are added. Where appropriate as justified by ridership, the City will also encourage the provision of attractive, well designed, and appropriate transit amenities such as shaded bus stop or shelters. No advertisements shall be allowed on bus stops/shelters/benches within the City.



Source: OCTA, 2008.

Figure M - 4
Orange County Transportation Authority
Bus Routes, 2008



Paratransit

The Americans with Disabilities Act (ADA) requires all public transit operations to provide paratransit (door-to-door) service to persons whose disabilities prevent them from using accessible fixed-route public transit. Paratransit services are transportation services such as carpooling, vanpooling, taxi service, and dial-a-ride programs. In Laguna Hills, OCTA provides shared-ride paratransit services via the ACCESS program for people who are unable to use the regular, fixed-route bus service because of functional limitations caused by a disability.

Rail Service

Rail service is an important mobility option for residents of Laguna Hills to reach destinations outside of the City. Although the City of Laguna Hills is not directly served by rail, the Laguna Niguel/Mission Viejo rail station is located approximately ½ mile south of Laguna Hills, within the City of Laguna Niguel. The Irvine station is located approximately 3 miles north of the City on Barranca Parkway. Both Metrolink and Amtrak trains serve these stations. Metrolink provides daily service to these stations, including weekends, via the Orange County Line, and the Inland Empire - Orange County Line.

The OCTA Board of Directors approved the Metrolink Service Expansion Program (MSEP) in 2005 with the goal of improving the frequency of rail service between the Fullerton and Laguna Niguel/Mission Viejo stations. Service could be expanded to provide trains every 30 minutes between these stations. Included in the program are station enhancements at the two stations nearest Laguna Hills: Irvine and Laguna Niguel/Mission Viejo. Improvements to the Irvine Station, including a 1,500-space parking structure, have been completed. Future improvements have been identified for the Laguna Niguel/ Mission Viejo station.

PARKING

Parking availability is important for the overall quality of life in Laguna Hills and the vitality of shopping and service areas. A lack of parking frustrates residents, businesses, and visitors, while too much parking wastes valuable land and impedes the City's economic, aesthetic, and environmental objectives. Greater management of parking spaces in the City can help achieve mobility, environmental, and community development goals. As portions of the City redevelop, additional parking may be necessary to accommodate greater intensity of development. It is important that parking demand generated by future development does not negatively impact adjacent uses and neighborhoods. The City will utilize a broad range of parking management tools and strategies to avoid excessive parking requirements and to prevent parking spillover effects.

Goals and Policies

The goals and policies section sets both broad and specific direction for the future of the City based on identified issues, as captured in the Guiding Themes and expressed by the community, City staff, and decision makers.

Six major issue areas are addressed in the goals and policies of the Mobility Element. These major issues are:

- Providing an efficient street network within the community;
- Utilizing traffic calming and other techniques to improve safety for motorists, pedestrians and cyclists;
- Increasing cycling and walking in the community through expanded networks and amenities;
- Enhancing the character and identity of Laguna Hills;
- Encouraging alternatives to driving by promoting transit use and other innovative mobility strategies; and
- Providing appropriate parking and using creative parking solutions to manage parking.

EFFICIENT LOCAL AND REGIONAL SYSTEM

Safe and convenient access to jobs, housing, and other activities in the community can be provided by a well-designed local street system that connects to a well-developed regional circulation system. Planning for the needs of Laguna Hills necessarily involves coordinating the related transportation needs and planning efforts of surrounding cities, Orange County, regional agencies, and the State and federal government.

Goal M-1: Provide a safe and efficient local transportation system consistent with the general County standards and the regional system.

Policy M-1.1: Consider and address regional traffic generation and impacts from development in surrounding communities when planning improvements to the local circulation system.

Policy M-1.2: Coordinate intersection signalization to encourage improved traffic flow on arterial streets.

Policy M-1.3: Require new development and redevelopment to minimize traffic impacts and to incorporate mitigation or payment of “fair share” of improvements.

Policy M-1.4: Work with neighboring cities to address impacts of new development that cross jurisdictional boundaries.

TRAFFIC CALMING AND SAFETY

Policies in this section seek to enhance vehicular, pedestrian, and bike safety in Laguna Hills by providing better traffic management, traffic calming techniques, and enforcement of traffic laws. In particular, traffic calming techniques in appropriate locations can reduce vehicle speeds, discourage shortcutting traffic, and improve the pedestrian environment.

Goal M-2: Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists.

Policy M-2.1: Enhance traffic safety in the community using traffic engineering evaluations and site specific traffic calming measures determined appropriate for the selected location and street.

Policy M-2.2: Increase enforcement of traffic laws in high accident rate areas.

Policy M-2.3: Reduce congestion in areas surrounding schools, parks, and other activity centers by applying effective traffic management solutions.

Policy M-2.4: Protect residential neighborhoods from cut-through traffic and other traffic-related issues by continuing to implement appropriate traffic engineering measures.

WALKING AND CYCLING

Walking and bicycling, for both recreation and commuting, play increasingly significant roles as alternatives to the automobile. A safe, accessible pedestrian and biking network will connect key activity centers within the community to promote walking and biking in Laguna Hills. A variety of techniques, such as street trees, bike racks, enhanced crosswalks, street furniture, and way finding signs, will contribute to an increased walking- and bike-friendly community.

Goal M-3: Create a community where walking and cycling are practical, safe, and fun options for travel.

Policy M-3.1: Continue to extend and maintain pedestrian paths, bikeways, and equestrian trails that connect to local and regional activity centers.

Policy M-3.2: Increase walkability by making sidewalk improvements, increasing shade trees, providing street furniture (such as benches and water fountains), and improving access ramps.

Policy M-3.3: Enhance lighting and crosswalks for safety, if needed, at the busiest locations and activity centers in Laguna Hills.

Policy M-3.4: Fill in gaps in the bikeway system and enhance the current system with more shade from trees, improved signage, and striping.

Policy M-3.5: Discourage frequent driveway curb cuts along Mobility Element roadways and encourage reciprocal access between properties to minimize the number of conflict points between autos, pedestrians, and cyclists.

Policy M-3.6: Make improvements that support safe routes to schools, parks, and neighborhood activity centers.

Policy M-3.7: Encourage the provision of bicycle facilities in activity centers, places of employment, and public transit systems.

BEAUTIFUL STREETS

Beautifying the streets of Laguna Hills, through landscaping and other features, will contribute to a greater sense of place and bolster the City's identity. Enhanced streetscapes are also more pleasant for pedestrians and contribute to the overall walkability of the community.

Goal M-4: Enhance the City's streetscapes and beautify the overall driving experience in Laguna Hills.

Policy M-4.1: Enhance major entryways, arterials, and the median islands adjacent to activity centers through the use of gateway features, signs, wayfinding markers, lighting, and landscaping.

Policy M-4.2: Create streetscapes that are interesting, attractive, and improve water quality.

Policy M-4.3: Preserve designated scenic vistas and views of natural and man-made landmarks as viewed from the City's arterials.

TRANSIT AND TRANSPORTATION DEMAND MANAGEMENT

An efficient and successful transit system in Laguna Hills will contribute to reduced traffic congestion, reduce the need for costly roadway improvement projects, and improve air quality. Transit also provides mobility options to those residents who cannot drive or choose not to drive, such as youth and seniors.

Transportation demand management strategies will help to address a

variety of traffic problems and provide secondary economic, social, and environmental benefits. Transportation demand management strategies are some of the most cost-effective ways to improve mobility in the community.

Goal M-5: Promote a variety of alternative modes of travel and creative solutions to reduce single occupancy vehicle travel.

Policy M-5.1: Promote express bus routes and paratransit service to regional activity centers, such as college campuses, Metrolink, and John Wayne Airport.

Policy M-5.2: Encourage ridesharing and transit use through public education programs.

Policy M-5.3: Work with private developers to implement creative transportation demand management solutions, such as ride-sharing, carpooling, and flexible work schedules.

Policy M-5.4: Educate residents of all ages about local mobility choices.

Policy M-5.5: Work with local schools to improve and advertise nonautomotive options for youths and teens to get to school and after-school activities.

Policy M-5.6: Evaluate the transportation needs of seniors, including paratransit service for seniors and disabled persons.

Policy M-5.7: Where appropriate based on ridership, provide non-advertising transit shelters and benches that are appropriately located, well designed, comfortable, and attractive.

PARKING

Vehicular parking is a necessary component of any land use. New development and redevelopment projects will provide sufficient parking to meet the generated demand. At the same time, the City will employ innovative parking management solutions to avoid excessive parking requirements that detract from the economic, environmental, and aesthetic objectives of projects. Reduced parking requirements may be provided in areas that are highly walkable and well served by transit.

Goal M-6: Ensure adequate parking is provided for all uses in the community without unnecessarily impeding new development and redevelopment.

Policy M-6.1: Reduce the amount of land devoted to parking, if feasible, by integrating multiple use and creative parking solutions that still provide adequate parking for all uses.

Policy M-6.2: Provide options for convenient and accessible parking that foster economic growth and protect the quality of life of the residential neighborhoods.

Policy M-6.3: Develop flexible and creative solutions for parking in the Urban Village that respect its proximity to transit and park and ride, and its mix of uses.

Policy M-6.4: Encourage parking in shared surface lots or parking structures to make the most efficient use of land.

Policy M-6.5: Identify solutions to neighborhood- and activity-specific parking issues through implementation of a broad range of parking management tools and strategies.

Summary of Approach

The goals, policies, and programs in the Mobility Element will help the City to improve streets for safer automobile travel and for pedestrians, bikes, and transit users. The Mobility Element encourages safer travel and the use of alternative transportation options with particular emphasis on improvements to community connectivity through enhanced pedestrian and bicycle routes and greater transit use. Table M-6 identifies the six major issue areas guiding the Mobility Element. These major issues represent the direction the City will take in its mobility goals, policies, and programs to implement the vision of Laguna Hills as captured in the Guiding Themes and expressed in the Mobility Plan.

Table M-4
Description of Actions to Address Mobility Issues

Issues	Element	Section	Policy	Programs	Figure	Table
Efficient Local and Regional System	Mobility	Efficient Local and Regional System	M-1.1 through M-1.4	M-1 through M-4, M-8	Figure M-1 (Street Network)	Table M-1 (Level of Service Description)
Traffic Calming and Safety	Mobility	Traffic Calming and Safety	M-2.1 through M-2.4	M-6, M-10	Figure M-2 (Traffic Calming Techniques)	
Walking and Cycling	Mobility	Walking and Cycling	M-3.1 through M-3.7	M-4 through M-7	Figure M-3 (Bicycle Network)	Table M-2 (Bikeway Classification Description)
	Conservation and Open Space	Parks and Play	COS-1.17, 2.1, 2.3, 2.8	COS-6	COS-3 (Trails Plan)	COS-5 (Existing Pedestrian/ Equestrian Trails and Multi-use Corridors within Laguna Hills)
Beautiful Streets	Mobility	Beautiful Streets	M-4.1 through M-4.3	M-11, M-12		
Transit and Transportation Demand Management	Mobility	Transit and Transportation Demand Management	M-5.1 through M-5.7	M-4, M-8	Figure M-4 (OCTA Bus Routes, 2008)	Table M-3 (OCTA Bus Routes Serving Laguna Hills)
Parking	Mobility	Parking	M-6.1 through M-6.5			



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: ADOPTION OF THE 2016/2017 CIVIC CENTER BUDGET

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE AND ADOPT THE 2016/2017 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 office space in the Civic Center. The City occupies 20,843 square feet and leases out 31,127 square feet. For Fiscal Year 2016/2017, staff is recommending a budget that will generate a Net Income of \$115,192. The proposed budget also includes capital expenditures of \$43,583.

BACKGROUND:

Attached to this agenda report is the proposed 2016/2017 Civic Center Budget. This budget is based on the following assumptions:

- Suites 160 and 205 remain vacant.
- Tenants in Suites 200, 220, and 330 renew their leases at current market rates.

These assumptions are important since they can trigger both the start of a new revenue stream and tenant improvements and commission costs.

The budget includes a \$43,583 appropriation for capital projects. This includes changing out the flooring in the second floor lobby area from carpet to tile (\$18,000) and replacing the back lobby doors (\$10,000). The balance is for minor tenant improvement allowances and leasing commission costs associated with the three anticipated renewals. All capital costs will be funded with current year revenue.

FISCAL IMPACT:

The proposed 2016/2017 Civic Center Budget projects a Net Income of \$115,302 with a net cash flow of \$21,609 after capital expenses and a \$50,000 distribution to the Civic Center Capital Reserve Fund. There are no General Fund or Capital Reserve Fund contributions expected.

ATTACHMENTS:

- 2016/2017 Civic Center Budget

Laguna Hills Civic Center
2016/2017 Budget

	Adopted Budget 2015-16	Estimated Actuals 2015-16	Proposed Budget 2016-17
Rental Income	1,088,447	1,108,394	1,184,440
Contra Revenue	(549,965)	(549,965)	(549,965)
CAM Income	68,751	70,875	75,943
Contra CAM	(60,337)	(60,337)	(65,877)
CAM Rec Revenue	-	-	-
Other	<u>-</u>	<u>1,891</u>	<u>-</u>
Total Revenue	546,896	570,858	644,541
Direct Operating Expenses	<u>466,837</u>	<u>442,849</u>	<u>493,239</u>
Net Operating Income	\$ 80,059	\$ 128,009	\$ 151,302
Indirect Operating Expenses	<u>22,042</u>	<u>28,950</u>	<u>36,110</u>
Net Income	58,017	99,059	115,192
Capital Expenses	405,000	426,368	43,583
Net Cash Flow After Capital	(346,983)	(327,309)	71,609
General Fund Contribution	100,000	100,000	-
Capital Reserve Fund	300,000	371,000	-
Distribution to Capital Reserve Fund		(50,000)	(50,000)
Distribution to General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Civic Center Net Cash Flow	53,017	93,691	21,609



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AWARD OF CONTRACT FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410-A, AND LICENSE AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR USE OF RAIL RIGHT-OF-WAY.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) REJECT THE APPARENT LOW BID OF STL LANDSCAPE, INC., FOR A MATERIAL ERROR; (2) AWARD THE CONTRACT FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410-A, TO THE SECOND APPARENT LOW BIDDER, WRIGHT CONSTRUCTION ENGINEERING CORPORATION, IN THE BID AMOUNT OF \$248,477, AND AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT; AND (3) APPROVE THE OCTA LICENSE AGREEMENT NO. OC-258 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LICENSE AGREEMENT.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on June 16, 2016, at which time eight bids were received. The apparent low bidder, STL Landscape, Inc., provided the lowest bid in the amount of \$229,000. The City received correspondence from STL Landscape, Inc., on Friday, June 17, 2016, stating due to a material error they were withdrawing their bid. The second apparent low bidder, Wright Construction Engineering Corporation, provided satisfactory references and is licensed for the contemplated work. Award of the contract to Wright Construction Engineering Corporation in the bid amount of \$248,477 is recommended. It is also recommended the City Council approve License Agreement No. OC-258 with OCTA for utilization of the Rail Right-of-Way for a portion of the project.

BACKGROUND:

On June 16, 2016, eight bids for the Cabot Road Bioswale Project, CIP No. 410-A were opened as follows:

Bidder	Bid Amount
STL Landscape, Inc.	\$229,000
Wright Construction Engineering Corp	\$248,477
Beador Construction	\$281,300
Micon Construction	\$288,047
PUB Construction	\$297,771
SRD Engineering	\$320,571
Palp, Inc., DBA Excel Paving	\$359,817
GMC Engineering	\$363,363

The Engineer's Estimate for this project is \$210,000. While the bids did exceed this estimate, the competitiveness of the bids is accepted by staff as the actual market value of the work. The apparent low bidder, STL Landscape, Inc., requested to withdraw their bid due to a material error in accordance with their attached letter dated June 17, 2016. The second apparent low bidder, Wright Construction Engineering Corporation, provided satisfactory references and is licensed to perform the contemplated work. There was a minor addition error in their bid resulting in Wright's bid totaling \$248,477, \$54 more than their written amount.

The Cabot Road Bioswale Project will utilize biological processes to clean storm water that traverses the site located on the easterly side of Cabot Road northerly of Paseo de Valencia. The work includes clearing and grubbing, grading, soil import, storm drain and headwall construction, landscaping, maintenance, and the acquisition of a Temporary Right-of-Entry from the Southern California Railroad Authority (Metrolink).

It is anticipated construction work will begin in September 2016, for a period of two and a half months, contingent on Wright Construction Engineering Corporation obtaining the Temporary Right-of-Entry from Metrolink in a timely manner.

A portion of the Cabot Road Bioswale Project is necessarily located within Rail Right-of-Way owned by OCTA and operated by Metrolink. Use of this property is necessary for the full function of the biological process to clean the storm water. OCTA is willing to license the use of this property for this project for a small annual fee per the attached License Agreement No. OC-258.

FISCAL IMPACT:

The Cabot Road Bioswale Project, CIP No. 410-A is included in the current fiscal year Capital Improvement Program Budget in the amount of \$251,000, as a part of the overall Water Quality Program Budget of \$440,000. The construction of the project is within the CIP Budget. The annual License fee payment to OCTA is \$2,500.

Cabot Road Bioswale Project, CIP No. 410-A
June 28, 2016
Page 2

ATTACHMENTS:

- OCTA License Agreement No. OC-258
- STL Landscape, Inc., letter dated June 17, 2016

**ORANGE COUNTY TRANSPORTATION AUTHORITY
LICENSE AGREEMENT**

This LICENSE AGREEMENT ("Agreement") is made and entered into as of April 14, 2016, by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("OCTA"), and CITY OF LAGUNA HILLS ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I. - BASIC LICENSE PROVISIONS

1. Description of License Property: A portion of the OCTA railroad right of way at Mile Post 191.80 located in the City of Laguna Hills, CA as shown on Exhibit "A" attached.

Approximate area: 2,992 ± square feet
2. Use of License Property: Bioswale, only, as described in detail in Section 9, Facility, and no other uses
3. Commencement Date: Effective as of the date all parties have signed this Agreement.
4. Term: Annually beginning on the Commencement Date with automatic one-year renewals unless one party terminates this Agreement as provided herein
5. License Fees:
 - A. Base License Fee: \$2,500.00 payable annually in advance.
 - B. One-Time Fee: \$500.00
 - C. Base License Fee Adjustment: Annually, based on CPI Index, per Section 2.2.1, Annual CPI Adjustment, General License Provisions.
6. Insurance Requirements: Insurance requirements are detailed in Section 16, Insurance.
7. OCTA's Address:

ORANGE COUNTY TRANSPORTATION AUTHORITY
550 S. Main Street
P. O. Box 14184
Orange, CA 92863-1584
Attention: Real Property Department
8. Licensee's Address:

CITY OF LAGUNA HILLS
24035 El Toro Road,
Laguna Hills, California 92653
Attention: City Clerk

9. Facility:

Landscaping, irrigation, two 8' sections of 66" diameter water drain pipelines, headwalls, rip rap, concrete weir, and chain link fencing

PART II - GENERAL LICENSE PROVISIONS

1. License/Term.

1.1 License. OCTA hereby grants to Licensee a non-exclusive license to use the real property owned by OCTA described on the attached Exhibit "A" and incorporated herein by reference, and described in Item 1 of the Basic License Provisions (the "License Property"), for the limited purpose of construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto, for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this Agreement, Licensee, its officers, directors, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties"), subject to the provisions hereof, may have reasonable rights of entry and access onto the License Property. The License Property, adjoining real property (or any interest therein) of OCTA and personal property of OCTA located thereon shall hereinafter collectively be referred to as OCTA Property.

1.2 Term of Agreement. The term ("Term") of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. This Agreement shall continue in full force and effect on an annual basis as provided in Item 4 of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. OCTA shall have the absolute right to terminate this Agreement prior to the date specified in Item 4 in its sole discretion by delivering thirty (30) days' prior written notice to Licensee.

Licensee shall not be entitled to any damages under California's Eminent Domain Law in the event of such termination.

1.3 Condition of Premises. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this license is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in a condition which is satisfactory to Licensee as of the Commencement Date.

2. Payments

2.1 License Fee. As consideration for the rights given hereunder, Licensee agrees to pay to OCTA the Base License Fee specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2, and the one time Additional License Fee specified in Item 5 of the Basic License Provisions. The one time Additional License Fee and the first month's or year's, as the case may be, Base License Fee are due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before one month or year, as the case may be, after the Commencement Date and in each month or year, as the case may be thereafter. The Base License fee for any fractional period at the end of the Term shall be prorated on a daily basis and shall be reimbursed to Licensee. If the Agreement is terminated, and the Licensee is not in breach of the Agreement at such time, the Base License fee for any fractional period shall be prorated on a daily basis and shall be reimbursed to Licensee.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. The Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Anaheim/Riverside, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by OCTA.

2.2.2 Fair Market Adjustment. At intervals of not less than five (5) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by OCTA in good faith discretion. Such increases shall be effective on an anniversary date of the Commencement Date. OCTA shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on subsequent anniversary date and thereafter at intervals of not less than five (5) years apart. Any such adjustment may take into consideration the increase in fair market rental value since the last adjustment.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to OCTA under this Agreement will cause OCTA to incur costs not contemplated by this Agreement. Therefore, if any payment due from Licensee is not received by OCTA within five (5) days of the date when due, Licensee shall pay to OCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that OCTA will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, and shall not prevent OCTA from exercising any of the other rights and remedies available to OCTA under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility and its operations the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of the Licensee's Parties' use of the License Property, or the Facility.

4. Construction. All construction work performed or caused to be performed by Licensee on the Facility or the License Property after the initial construction shall be performed in accordance with and any and all applicable laws, rules and regulations (including the OCTA's rules and regulations), and in a manner which (i) meets or exceeds the then applicable standards of the industry for such construction work, and (ii) is satisfactory to OCTA. Prior to commencement of any construction, maintenance, reconstruction,

installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to OCTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by OCTA. In addition, Licensee shall provide OCTA and all holders of underground utility facilities located within the License Property with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify OCTA's representative personally or by phone prior to commencing any Work. Unless otherwise requested by OCTA, upon completion of any Work, Licensee shall restore the OCTA Property to its condition immediately preceding the commencement of such Work.

5. Contractors - Approval and Insurance. Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by OCTA. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect, throughout the term of such Work, insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described Section 16. Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (a) be involved with such Work, or (b) may, for any reason, need to enter onto the License Property, to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described in Section 16. OCTA reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement on the Work to be performed on the License Property; provided OCTA provide to Licensee prior written notice of such change.

6. Reimbursement. Licensee agrees to reimburse OCTA for all reasonable costs and expenses incurred by OCTA in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by OCTA in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along OCTA's tracks, furnishing of watchmen, flagmen and inspectors as OCTA deems necessary and such other items or acts as OCTA in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. Liens. Licensee will fully and promptly pay for all materials joined or affixed to Facility or the Licensed Property, and fully and promptly pay all persons who perform labor upon said Facility or the Licensed Property. Licensee shall not suffer or permit to be filed or enforced against the Licensed Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by OCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend OCTA from all obligations and claims made against OCTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of OCTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to OCTA in compliance with applicable California law. If Licensee does not discharge any mechanic's liens or stop notice for works performed for Licensee, OCTA shall have the right to discharge same (including by paying the claimant), and Licensee shall reimburse OCTA for the cost of such discharge within ten (10) business days after billing. OCTA reserves the right at any time to post and maintain on the OCTA Property and on the Licensed Property such notices as may be necessary to protect OCTA against liability for all such liens and claims. The provisions of this Section shall survive the termination of this Agreement.

8. Maintenance and Repair. Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a condition satisfactory to OCTA and in accordance with Exhibit B during the

Term and shall be responsible for all clean up and maintenance of the OCTA Property resulting from its use thereof under this License. Licensee shall be responsible for any citations issued by any agency having jurisdiction as a result of Licensee's failure to comply with local codes. If any portion of the OCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use thereof by Licensee or Licensee's Parties, including but not limited to damage arising from any test or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the OCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by an excavation by Licensee or Licensee's Parties.

9. Landscaping/Protective Fencing. If required by OCTA, Licensee, at its sole cost and expense, shall install barrier fencing and or landscaping to shield the railroad track area from public access and/or the Facility from public view. OCTA shall have the right to review and approve fencing and/or landscaping plans prior to installation. All fencing and/or landscaping work shall be done in accordance with the provisions of Sections 4 and 5 above and will be subject to the maintenance and repair provisions of Section 8 above.

10. Use. The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or the Facility without OCTA's prior written approval.

11. Abandonment. Should Licensee at any time abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, OCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement. OCTA, at its option, may remove any improvements remaining on the abandoned property, at Licensee's expense.

12. Breach. Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, OCTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to OCTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee or any other person occupying the License Property, by any lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA may have under this Agreement, at law or in equity by reason of Licensee's default or of such termination.

13. Surrender. Upon termination of this Agreement, unless otherwise requested in writing by OCTA to leave all, or any portion of, the Facility in place on OCTA Property prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the OCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, OCTA may at its option (a) perform the same at Licensee's expense, which costs Licensee agrees to pay to OCTA on demand, or (b) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any

acts, omissions or events happening prior to the date the Facility is removed and the OCTA Property is restored.

14. Indemnification. Except for OCTA's sole negligence, Licensee shall indemnify, defend and hold harmless OCTA, its officers, directors, employees and agents (Indemnitees) from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by Licensee or Licensee's Parties in connection with or arising out of the performance of this Agreement.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of OCTA, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including, without limitation, the Facility, the License Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the OCTA Property, accident, fire or other casualty on the OCTA Property, or electrical discharge, noise or vibration resulting from OCTA's transit operations on or near the OCTA Property. The term "OCTA" as used in this section shall include: (a) any transit or rail-related company validly operating upon or over OCTA's tracks or other property, and (b) any other persons or companies employed, retained or engaged by OCTA. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against OCTA for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Licensee accepts the risk that the facts or the law may later turn out to be different than Licensee understands them to be at this time and acknowledges that this assumption of risk and waiver will not be affected by such different state of facts or law. The provisions of this Section shall survive the termination of this Agreement.

16. Insurance.

A. Licensee shall procure and maintain insurance coverage or evidence of self-insurance during the entire term of this Agreement. Licensee shall provide the following coverage:

1. Commercial General Liability [CGL], to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum of

\$2,000,000.00 of coverage, , with:

1. Automobile Liability Insurance with combined single limits of a minimum of \$1,000,000.00
2. Workers' Compensation with limits as required by the State of California; with a waiver of subrogation rights;
3. Employers' Liability with limits of a minimum of \$1,000,000.00; and

B. Subject to prior approval by OCTA, Licensee may meet the requirements through (i) self-insurance, (ii) coverage through a joint powers insurance authority (JPIA) which is duly formed under the laws of the State of California, or (iii) utilize a combination of self-insurance and JPIA coverage, or (iiii) commercial insurance policies.

C. OCTA, its officers, directors, employees and agents must be designated as additional insured on the Licensee's Comprehensive General and Automobile Liability Insurance policies. Licensee shall furnish OCTA with insurance endorsements and certificates, evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder.

D. The coverage shall be primary and any insurance or self-insurance maintained by OCTA shall be excess of the Licensee's insurance and shall not contribute to it.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits, except only after thirty (30) days prior written notice has been given to OCTA. In the event OCTA learns that Licensee's insurance coverage is terminated and Licensee fails to provide adequate assurances that continuous coverage is being provided, OCTA, at its sole discretion, may obtain such coverage at Licensee's expense.

F. OCTA retains the right to increase the amounts of coverage required by this Agreement as it determines are reasonably necessary to protect itself against potential liability caused by entering into this Agreement. OCTA shall give licensee 60 days' notice of the need for it to increase its coverage. By the end of the 60 days, Licensee shall provide proof of such coverage in the manner set forth in this section.

17. Tests and Inspection. OCTA shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with the terms of this Agreement. OCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary in its sole judgment or useful to evaluate the condition of the License Property. Licensee shall cooperate with OCTA and its agents in any tests or inspections deemed necessary by OCTA. Licensee shall pay or reimburse OCTA and appropriate regulatory agencies, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. Hazardous/Toxic Materials Use and Indemnity. Licensee shall operate and maintain the License Property in compliance with all applicable federal, state and local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the brought upon, stored, used, generated, treated or disposed of on the License Property or the OCTA Property. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to OCTA) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this Section or (b) any release of Hazardous Materials upon or from the Facility or the OCTA Property or contamination of the OCTA Property (i) which occurs due to the use and occupancy of the Facility or the Licensed Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the OCTA Property and/or any adjacent property, whether or not owned by OCTA, Licensee, at its sole expense, shall promptly take all actions necessary to clean up all such affected property and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

Upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, clean up and remove all Hazardous Materials in, on, under and/or about the OCTA Property which Licensee or Licensee's Parties caused or permitted to be brought upon the OCTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

19. Underground Storage Tanks. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY.

20. Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and/or obligation of OCTA, SCRRRA, Amtrak, BNSF and their successors and assigns, to use the OCTA Property in the exercise of its powers and in the performance of its duties, or for any other purpose including but not limited to those as a public transportation body. Accordingly, there is reserved and retained unto OCTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the OCTA Property, and to otherwise use the OCTA Property, and in connection therewith the right of OCTA, its successors and assigns, to grant and convey to others, rights to and interests in the OCTA Property on the License Property and in the vicinity of the Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("Title Exceptions") which may affect the OCTA Property now or hereafter, and no provision of this Agreement shall be construed as a covenant or warranty against the existence of any such present or future Title Exceptions, whether or not arising out of the actions of OCTA, its successors or assigns. OCTA makes no representations or warranties of any kind with regard to title to the License Property.

21. Compliance with Laws. Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the License Property. OCTA may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. Condemnation. In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) from the Condemnor only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to OCTA. Licensee shall have no rights under California law or federal law to the receipt of any damages arising out of any use or proposed use of the License Property by OCTA, SCRRRA, Amtrack or BNSF or their respective agents, officers, contractors or employees and in entering into this Agreement expressly waives any such rights.

23. Markers. Project markers in form and size satisfactory to OCTA, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as OCTA shall designate. Such markers shall be relocated or removed upon request of OCTA without expense to OCTA. Absence of markers in or about the License Property and OCTA Property does not constitute a warranty by OCTA of the absence of subsurface installations.

24. General Provisions.

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by certified mail, return receipt requested, postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective on the date delivered to custody of U.S. Postal Service.

24.2 Non-Exclusive License. The license granted hereunder is not exclusive and OCTA specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to OCTA which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due OCTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement. Interest shall not be payable on late charges incurred by Licensee.

24.6 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the License Property and the Facility.

24.7 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.8 Amendment. This Agreement may be amended at any time by the written agreement of OCTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or

in part, and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by the parties hereto.

24.9 Assignment. This Agreement and the license granted hereunder are personal to the Licensee. Licensee shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges granted hereunder, without the prior written consent of OCTA, which may be withheld in OCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and grant OCTA the right to immediately terminate this Agreement.

24.10 Attorney's Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.11 Nondiscrimination. Licensee certifies and agrees that all persons employed and any contractors retained, by either Licensee or Licensee's affiliates, subsidiaries, or holding companies, with respect to the License Property, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, disability or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.12 Further Acts. At OCTA's sole discretion but at the sole expense of Licensee and without a Licensee claim for reimbursement, Licensee agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including the relocation of the Facility and the license granted hereunder.

24.13 Acknowledgement of No Right to Claim Relocation Benefits Against OCTA. Licensee hereby acknowledges that if OCTA asks Licensee to vacate the property, then Licensee is not entitled to any relocation benefits under this agreement or by virtue of state or federal law. Further, Licensee agrees it is not entitled to loss of good will or moving expenses from OCTA, SCRRA, Amtrack or BNSF.

24.14 Time of Essence. Time is of the essence in the performance of this Agreement.

24.15 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereunder.

24.16 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted hereunder is revocable by OCTA in accordance with the terms of this Agreement.

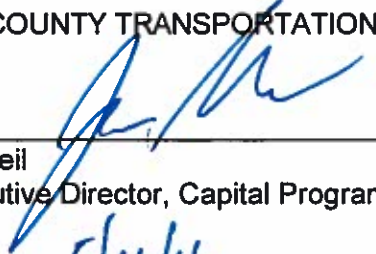
24.17 Entire Agreement. This Agreement and Exhibits "A" and "B" hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

24.18 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

24.19 Additional Provisions. Those additional provisions set forth in Exhibit "B", if any, are hereby incorporated by this reference as if fully set forth herein.

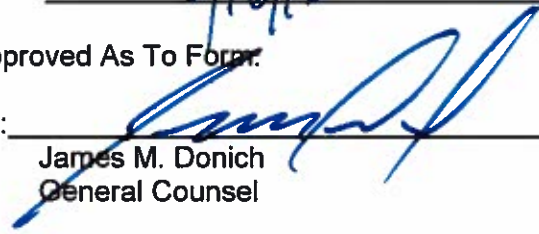
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 
Jim Beil
Executive Director, Capital Programs

Date: 5/16/16

Approved As To Form:

By: 
James M. Donich
General Counsel

LICENSEE

CITY OF LAGUNA HILLS

By: _____
Bruce Channing
City Manager

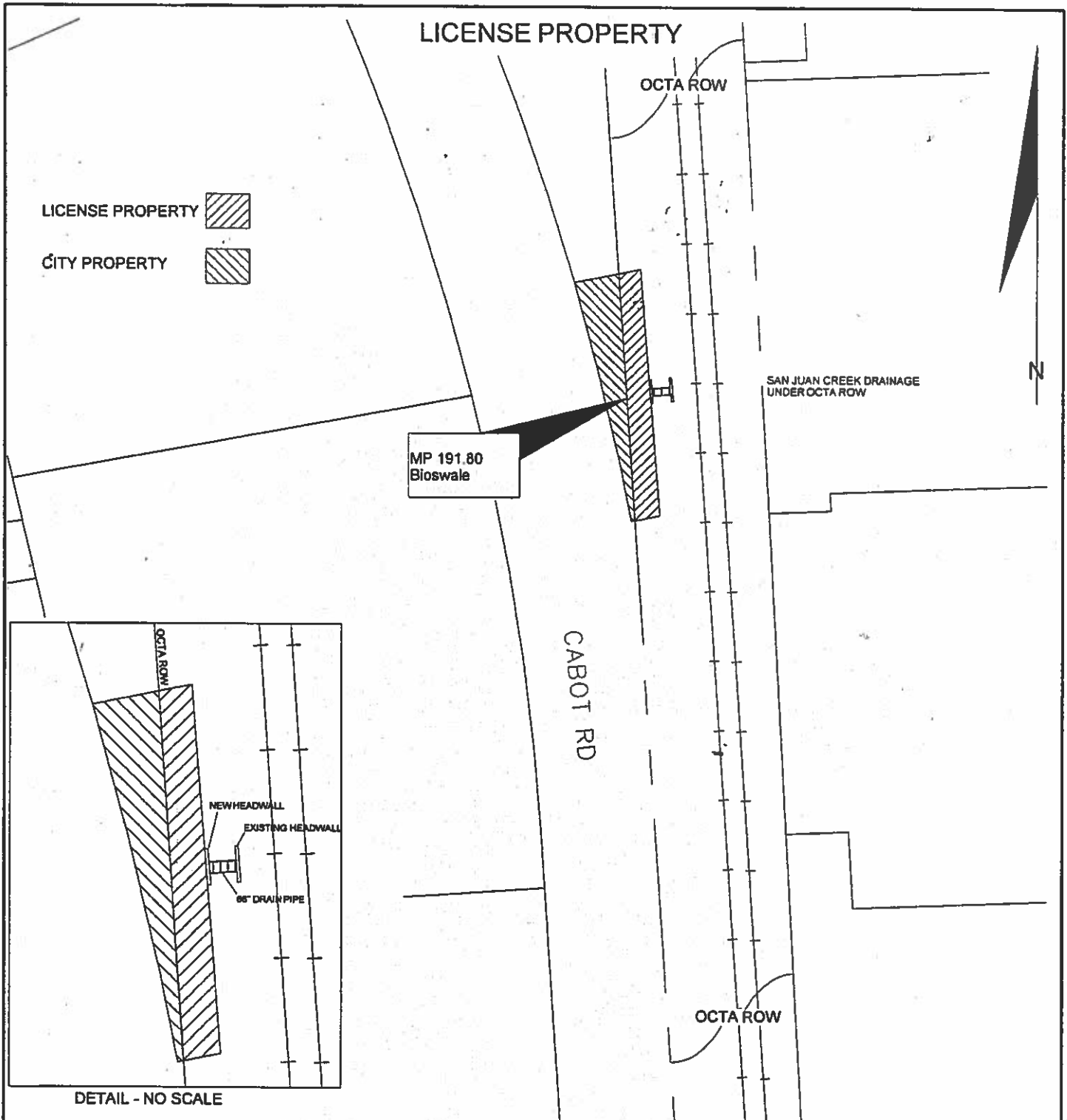
Date: _____

Approved As To Form:

By: _____

EXHIBIT "A"
(To be Attached)

EXHIBIT "A"



This sketch is not a representation of or warranty of the extent of, or boundaries of, OCTA property rights.

LINE/BRANCH ORANGE	COUNTY ORANGE	MILE POST 191.80		LICENSEE City of Laguna Hills
CITY LAGUNA HILLS	FILE NO.	NEAREST CROSS STREET 885' +/- N of Paseo de Valencia		
AREA 2,992 SQ FT +/-	SCALE 1" = 100'	THOMAS BROS. MAP REF 992 A3	ORANGE COUNTY TRANSPORTATION AUTHORITY P.O. BOX 14184, 550 SOUTH MAIN STREET ORANGE, CA 92613-1584 TEL. NO. (714) 560-6282	Exhibit Prepared By: Cal Pacific Land Services, Inc. 7245 Garden Grove Blvd., Ste. M Garden Grove, CA 92841 714/799-0900 Fax 714/799-0500
USE Bioswale		DATE 4/1/16		

Rev. 1

EXHIBIT "B"

This License is subject to the following additional terms and conditions:

1. The Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA Temporary Right-of-Entry agreement (Form No. 6), and deliver and secure approval of the insurance required by the two exhibits attached to SCRRA Form No.6. If the Licensee retains a contractor to perform any of work within the rail right-of-way, then the Licensee shall incorporate in its contract documents SCRRA Form No. 6 and Rules and Requirements for Construction on Railway Property (SCRRA Form No. 37). Mr. Christos Sourmelis with SCRRA's Right-of-Way Encroachments Office can be reached at (909) 394-3418. These forms can be accessed through SCRRA's website www.metrolinktrains.com, ("About Us", "Engineering and Construction", and "Manuals").
2. Licensee's contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect, insurance as required by SCRRA during the entire construction period. The Contractor shall furnish copies of the insurance certificates to all affected operating railroads.
3. Third Party Safety training is required for all work near or within the railroad right of way. Licensee's contractor shall contact SCRRA at 1-877-452-0205 to schedule safety training. The contractor will need a valid SCRRA project number, located in the upper right hand corner of the Right-of-Entry. No work may commence on the railroad right of way until this training has been completed.
4. Flagging services are limited due to projects SCRRA has going on within the SCRRA Right-of Way. J.L. Patterson requests the contractor to arrange flagging services a minimum of fifteen working days prior to beginning work. Although every effort is made to accommodate the contractor's schedule, prior notification does not guarantee the availability of protective services for the proposed date of work. Contractor shall contact Mr. Dale Stuart Jr. with J.L. Patterson at 1-213- 305-8424 to schedule (EIC) Flagging Services. The contractor will need a valid SCRRA project number, located in the upper right hand corner of the Right-of-Entry.
5. Licensee or licensee's contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines and structures.
6. The Licensee agrees to comply and to ensure that its contractor complies with instructions of SCRRA's Employee-In-Charge (EIC) and representatives, in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SCRRA or its member agency tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operation of SCRRA's track and other facilities.

7. The Licensee shall obtain permission from any fiber optic, gas or oil lines that may be located along or across the right-of-way.
8. Licensee shall prepare and submit traffic control plan for SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
9. If OCTA or SCRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad and use of OCTA rail right-of-way, at the request of OCTA or SCRRA, the Licensee shall modify, at its own expense, the proposed facility to conform to the rail line and OCTA rail right-of-way.

STL Landscape, Inc.

License No. 956281 A/C27

8122 Compton Avenue, Los Angeles, CA 90001

Phone (323) 581-8200 Fax (323) 581-8155

June 17, 2016

City of Laguna Hills

Attn: Julie Comella
Fax No. 949-707-2614

Subj: Clerical Error on Cabot Road Bioswale Project CIP No. 410-A

Dear Ms. Comella:

Pursuant to Public Contract Code 5100-5110, we claim that a clerical error was made on our bid for the mentioned project which made our bid materially different than we intended it to be. The mistake was made on filling out the bid and not due to an error in judgment or to carelessness in inspecting the site of work, or in reading the plans and specifications.

The error occurred on the labor cost input on Bid Item No. 4, 66" Reinforced Concrete Pipe. STL intended to input \$800/lf for labor, however we errantly inputted \$80/lf. STL's bid should have been \$1,651/lf in lieu of the \$931/lf that was bid. The total bid was 16 lf x \$931/lf = \$14,896. The intended bid was 16 x \$1,651/lf = \$26,146. The labor error difference is \$11,250.

STL Landscape, Inc. respectfully requests to be relieved of the bid.

Please call me with any questions.

Sincerely,
STL Landscape, Inc.


Dan Patterson
Project Manager

CC: File



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PROGRESS PAYMENT NO. 4, FINAL, FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 4, FINAL, IN THE NET AMOUNT OF \$123,989.47, AND CONTRACT CHANGE ORDER NO. 1, TO HORIZONS CONSTRUCTION COMPANY FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

SUMMARY:

Work on the Laguna Hills Community Center and Sports Complex Site Improvements, CIP No. 514, began on November 16, 2015, and has been performed by Horizons Construction Company. Work performed in May and June included repair of wall fountains, removal and replacement of barbeque units, refinishing of bathroom floors, and additional access ramp concrete work included in Contract Change Order No. 1. The project has been completed. It is proposed to approve the fourth, and final, progress payment and Contract Change Order No. 1, and record a Notice of Completion to allow for the release of the retention in 35 days, if no liens are filed.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and grubbing	.3	LS	\$9,360.00	\$2,808.00
3	Construct pcc access ramp with cast in place blue truncated dome	8	EA	\$4,550.00	\$36,400.00
6	Remove efflorescence on wall water feature trough	68	SF	\$52.00	\$3,536.00
8	Drain wall fountain basins, clean & re-coat	1	LS	\$1,950.00	\$1,950.00
11	Seal all cracks above wall fountains	1	LS	\$2,600.00	\$2,600.00
20	Remove and replace barbeque units	2	EA	\$910.00	\$1,820.00
21	Remove and replace ADA accessible barbeque unit	.5	LS	\$975.00	\$487.50
28	Remove and replace mirror and graffiti film	1	EA	\$325.00	\$325.00
29	Refinish concrete floor, including remove and replace base tile at restrooms	0.25	LS	\$9,750.00	\$2,437.50
40	Striping and markings	1	LS	\$9,750.00	\$9,750.00
CO#1	Change Order	1	LS	\$68,401.23	\$68,401.23

TOTAL TO DATE	\$384,055.53	
LESS PRIOR BILLING	\$253,540.30	
TOTAL THIS PERIOD	\$130,515.23	\$130,515.23
LESS 5% RETENTION		\$(6,525.76)
DUE		\$123,989.47

CONTRACT CHANGE ORDER NO. 1:

Contract Change Order No. 1, attached, has been prepared to address the requirement for an extensive reconstruction of access ramps for ADA compliance. Due to the existing grades at the site, larger areas of concrete had to be removed and replaced as extra work. Approval of this Change Order is recommended.

FISCAL IMPACT:

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

ATTACHMENT:

- Change Order No. 1
- Notice of Completion

**CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER**

CONTRACT CHANGE ORDER NO. 1

SHEET 1 OF 2 SHEETS

PROJECT: Community Center and Sports Complex Renovations, CIP No. 514

CONTRACTOR: Horizons Construction Company

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment is actually used and no allowance will be made for idle time.

Change requested by City Engineer

1. Additional Access Ramp concrete work for ramps 1, 2, 3, 6 & 7 Agreed Price	\$65,951.23
2. Traffic control on Alicia Parkway for additional ramp work Agreed Price	\$1,000.00
3. Asphalt Concrete grinding extra work – equipment rental Agreed Price	\$1,950.00
4. Credit for deleted chain link fence	<u>(\$500.00)</u>

Increase \$ 68,401.23

Decrease \$

By reason of this order the time of completion will be adjusted as follows: Add 10 Working Days

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

Original Contract Date: Notice to Proceed	11/16/2015
Original Contract Time:	90 Working Days
Original Completion Date:	3/25/2016
Time Extension this C.O.:	10 Working Days
Total Contract Time Extension:	10 Working Days
Revised Contract Time:	100 Working Days
Revised Final Completion Due Date:	4/25/2016 (including 10 non-working days)
Time Subject to Liquidated Damages:	0
Actual Final Completion Date:	4/22/2016

Original Contract Price	\$313,154.30
Prev. Authorized Changes	\$ 0.00
This Change (Add)	\$ 68,401.23
Amended Contract Price	\$381,555.53

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by:

Accepted by:

Director of Public Services

Date

Contractor


5/10/16

Date

Recording Requested by and
When Recorded Mail to:

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

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on June 28, 2016.

Description of Improvements

Laguna Hills Community Center and Sports Complex Site Improvements, CIP No. 514, including concrete repairs, ADA ramp improvements, water fountain refurbishment, masonry repairs, restroom building refurbishment, barbeque unit replacements and related work.

General Location

25555 Alicia Parkway, Laguna Hills, CA 92653

Owner of Property Address

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

Contractor

Horizons Construction Company, Inc.
432 W. Meats Avenue
Orange, CA 92865

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

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

Dated: June 28, 2016

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478
BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY
OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM FOR FUNDING
FOR THE CITY OF LAGUNA HILLS SENIOR DIAL-A-TAXI PROGRAM**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO
EXECUTE AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478
BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF
LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM.**

SUMMARY:

Funding for the City's Senior Dial-a-Taxi program is provided by Orange County Transportation Authority's Senior Mobility Program via Cooperative Agreement No. C-1-2478 between the Orange County Transportation Authority (OCTA) and the City of Laguna Hills for Senior Mobility Program (SMP) (hereafter referred to as "Agreement"). This Agreement expires on June 30, 2016. In order to continue with SMP funding, the attached Amendment No. 1 to the Agreement must be approved by the City Council and signed by the Mayor. Amendment No. 1 extends the Agreement for another five years until June 30, 2021.

BACKGROUND:

The Agreement between the City and OCTA for SMP funding expires June 30, 2016. The attached Amendment No. 1 to the Agreement requires approval and execution by the City Council in order to extend the Agreement for another five years through June 30, 2021. Funds from OCTA's SMP are used by the City of Laguna Hills to subsidize the cost for taxi transportation service for our Senior Dial-a-Taxi Program.

The OCTA Board of Directors required all participating SMP jurisdictions to update their respective Agency Service Plans prior to OCTA releasing Amendment No. 1 for final

signatures. This also required that Agency Service Plans be approved by each jurisdiction's governing bodies. On May 10, 2016, the City Council approved the City's Agency Service Plan which is the general scope of services of our Senior Dial-a-Taxi program and is attached as Exhibit A in Amendment No. 1. Furthermore, OCTA recently revised its SMP guidelines, which are included in the attached Amendment as Exhibit B, to provide for more specific detail in policy areas such as M2 funding eligibility, program match requirements, documentation of eligible expenses, revenue collection, City matching requirements, reporting data, program auditing, and service guidelines.

Originally established in 2001, the SMP supports community-based senior transportation services by providing a formula funding allocation to Orange County cities based upon a city's population of residents age 60 and older. The City of Laguna Hills is currently eligible to receive \$34,226 on an annual basis. It is anticipated that the City will be able to receive up to the same amount in the next funding cycle. The source of funding for the SMP is Measure M2. Specifically, under Measure M2 there are three programs under Project U to support the growing transportation needs of seniors and persons with disabilities. As part of Project U, one percent of net revenues support local community transportation services through the SMP.

The City of Laguna Hills' Senior Dial-a-Taxi program began in 2010. Currently, there are 396 Laguna Hills senior citizens signed up to use this program. Of this number, 33 residents on average actively use the transportation service on a regular basis. For the year ending March 2016, 3,075 trips were taken by seniors under the City's Dial-a-Taxi program. The Service Area is defined as anywhere within the city limits of Laguna Hills, Laguna Woods, and Mission Viejo. There are also several satellite destinations outside of the service that are offered. The cost to residents for any one-way trip within the service area as well as satellite destinations is \$5.00. Trips to John Wayne airport are also offered as part of the City's Senior Dial-a-Taxi program. The details of the program are provided in Exhibit A to the Amendment.

California Yellow Cab is the current taxi service provider of the City's Senior Dial-a-Taxi program and its contract expires on July 31, 2016. City staff concluded its procurement efforts for taxi service after California Yellow Cab's contract expires and will be bringing its recommendation of award of contract to the City Council on July 12, 2016.

FISCAL IMPACT:

The City's Senior Dial-a-Taxi Program is funded by monies from OCTA's SMP and it is anticipated that there will not be any General Fund impact in supporting this program if current use does not substantially increase in the coming years.

ATTACHMENTS:

Attachment 1:	Amendment No. 1 to OCTA SMP Cooperative Agreement
Attachment 2:	OCTA Cooperative Agreement

ATTACHMENT 1

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA HILLS

FOR

SENIOR MOBILITY PROGRAM

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2016 by and between the Orange County Transportation Authority, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Laguna Hills (hereinafter referred to as "CITY").

RECITALS

WHEREAS, by Agreement No. C-1-2478 dated June 27, 2011, AUTHORITY and CITY are entered into a contract to provide the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY and CITY agree to comply with the M2 Project U SMP Funding and Policy Guidelines ("Guidelines"); and

WHEREAS, AUTHORITY and CITY agree to extend the term of the Agreement through June 30, 2021;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY that Amendment No. 1 to Cooperative Agreement No. C-1-2478 is hereby amended in the following particulars only:

1. Amend **ARTICLES 2 and 3**: to delete in their entirety and replace with Attachment 1 to this Amendment.

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**AMENDMENT NO. 1 TO
AGREEMENT NO. C-1-2478**

2. Amend **ARTICLE 4. TERM OF AGREEMENT**: Page 5 of 9, line 23, to delete "June 30, 2016" as the expiration date of the Agreement, and in lieu thereof insert "June 30, 2021."

3. Amend **ARTICLE 8. AUDIT AND INSPECTION OF RECORDS**: Page 6 of 9, line 25 to delete "four (4) years" as the period for audit and inspection record, and in lieu thereof insert "five (5) years".

The balance of said Agreement remains unchanged.

Upon execution by both parties, this Amendment No. 1 to Cooperative Agreement No. C-1-2478 shall be made effective on July 1, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Cooperative Agreement No. C-1-2478 to be executed on the date first above written.

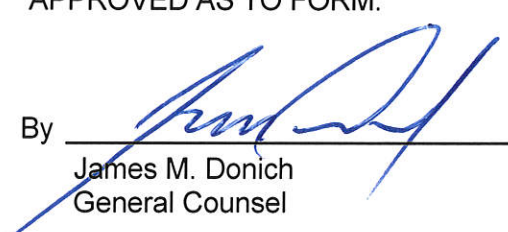
CITY OF LAGUNA HILLS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____
Barbara Kogerman
Mayor

By _____
Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By  _____
James M. Donich
General Counsel

APPROVED:

By _____
Beth McCormick
General Manager, Transit

ARTICLE 2. RESPONSIBILITIES OF AUTHORITY

A. AUTHORITY agrees to provide funds per the following:

1. Services provided under the Senior Mobility Program are available to individuals 60 years of age and older.

2. Funds for the program are identified as one percent (1%) of Renewed Measure M (M2) net sales tax revenue and will be allocated to all local jurisdictions based upon the participating entity's respective percentage of the senior population of the entire county.

3. Senior population will be determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

4. All active participants will receive their portion of funding on a bi-monthly basis.

B. AUTHORITY agrees that Net Revenues allocated shall be expended within three years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

C. In the event the time limits for use of Net Revenues are not satisfied, then any retained Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to any project within the same source program at the discretion of AUTHORITY.

D. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation, based on availability, at a cost equivalent to the refurbishment costs incurred by AUTHORITY.

ARTICLE 3. RESPONSIBILITIES OF CITY

A. CITY agrees that all funds received from AUTHORITY as specified in Article 2.A. above will be used exclusively for providing accessible senior transportation services as specified in Exhibit A entitled "Senior Mobility Program Service Plan."

1 B. CITY will ensure the Service Plan is adopted by their governing board in accordance
2 with Section 7.0 of the SMP Funding and Policy Guidelines.

3 C. CITY must satisfy all M2 eligibility criteria as specified in Orange County Transportation
4 Authority Ordinance No. 3 Requirements for Eligible Jurisdictions in order to receive their formula
5 allocation for this program.

6 D. CITY agrees to comply with all provisions of the SMP Guidelines included as Exhibit B.

7 E. CITY agrees that Net Revenues allocated shall be expended within three (3) years of
8 receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be
9 granted beyond a total of five (5) years from the date of the initial funding allocation.

10 F. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
11 Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to
12 AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to
13 any project within the same source program at the discretion of AUTHORITY.

14 G. CITY agrees to match a minimum of twenty percent (20%) of the total annual program
15 expenditures. Local match may be made up of cash-subsidies, fare revenues, donations, or in-kind
16 contributions, such as salaries and benefits for the CITY employees who perform work on the
17 program.

18 H. CITY may contract with a third-party service provider to provide senior transportation
19 services provided that:

- 20 1. Contractor is selected using a competitive procurement process; and
21 2. Wheelchair accessible vehicles are available and used when requested.

22 I. CITY shall procure and maintain insurance coverage during the entire term of this
23 Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall
24 provide the following insurance coverage:

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26 /

1 1. Commercial General Liability, to include Products/Completed Operations,
2 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of
3 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

4 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
5 combined single limit of \$1,000,000.00 each accident;

6 3. Workers' Compensation with limits as required by the State of California including a
7 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

8 4. Employers' Liability with minimum limits of \$1,000,000.00; and

9 J. Proof of such coverage, in the form of an insurance company issued policy
10 endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to
11 commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten
12 (10) calendar days from the effective date of this Agreement with AUTHORITY, its officers, directors,
13 employees and agents designated as additional insured on the general and automobile liability. Such
14 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by
15 AUTHORITY.

16 K. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement
17 Number C-1-2478; and, the Senior Contract Administrator's Name, Sue Ding.

18 L. CITY agrees to provide AUTHORITY with monthly summary reports of CITY's Senior
19 Mobility Program. CITY shall submit monthly summary report by the end of the following month as
20 specified in Exhibit C "Senior Mobility Program Monthly Reporting Form," included in this
21 Agreement, which is incorporated into and made part of this Agreement.

22 M. CITY shall adopt an annual Expenditure Report to account for Net Revenues and
23 funds expended by the Eligible Jurisdiction, which satisfy the Maintenance of Effort requirements.
24 The Expenditure Report shall be submitted by the end of six (6) months following the end of the
25 jurisdiction's fiscal year and include the following:

26 /

1. All Net Revenue fund balances and interest earned.

2. Expenditures identified by type (i.e. capital, operations, administration, etc.) and
program or project.

N. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY
agrees to transfer vehicle title and registration within fourteen (14) calendar days from taking
possession of the vehicle. CITY also agrees to provide documentation to AUTHORITY confirming
transfer of vehicle title and registration from AUTHORITY to CITY within thirty (30) calendar days
from taking possession of the vehicle.

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**Senior Mobility Program
Agency Service Plan**

Agency: City of Laguna Hills



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency City of Laguna Hills

DTR
5/25/16
Date ~~March 31, 2016~~

Program Contact Jaime Ballard

Phone (949) 707-2681

Email jballard@ci.laguna-hills.ca.us

Service Description:

1. Program goals and objectives:

Provide residents of Laguna Hills 60 years and older affordable door-to door taxi service to and from locations within the "Service Area" and "Satellite Destinations." The Service Area is defined as the city limits of Laguna Hills, Laguna Woods, and Mission Viejo. The Satellite Destination sites outside of Service Area are:

Lake Forest Nursing Center-25652 Old Trabuco Rd., Lake Forest
Freedom Village-23442 El Toro Rd, Lake Forest
Laguna Niguel Metrolink Station-28200 Forbes Rd., Laguna Niguel
Irvine Metrolink Station-15215 Barranca Pkwy, Irvine
Hoag Hospital-16200 Sand Canyon Ave., Irvine
Kaiser Hospital- 6640 Alton Pkwy, Irvine
Irvine Spectrum- 71 Fortune Dr., Irvine
John Wayne Airport - 18601 Airport Way, Santa Ana

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|---|---|
| ☐ Directly-Operated | ☒ Subsidized Taxi Program |
| ☒ Contract Service Provider | ☐ Other (Please Describe) |
| ☐ Volunteers | |

Currently contracted with California Yellow Cab

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| ☒ Senior Center | ☒ Personal Care |
| ☒ Nutrition | ☒ Shopping |
| ☒ Medical | ☒ Social / Recreation (Please Describe) |

Cultural art centers; community centers; restaurants; movie theaters; concert venues; parks; work out facilities and gymnasiums; tennis, bocce ball, and pickle ball courts; golf courses and club houses; community festivals and fairs; visits with friends and family; mortuaries and cemeteries.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

☐ Yes ☒ No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

N/A

5. Fare structure:

See fee schedule attached as Exhibit A. Please note, City has issued an RFP and will receive proposals and bids the end of May 2016. Rates may change.

6. Number of vehicles:

8-12

7. Projected annual ridership:

1,160 riders

8. Source(s) of 20 percent match funding:

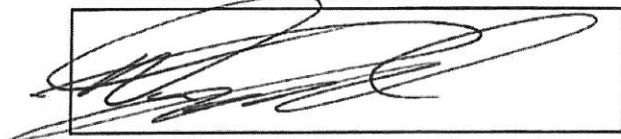
Staff cost to run program, advertisements (City Views), supplies & equipment.

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

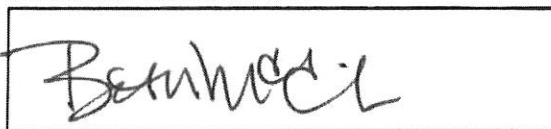
AGENCY REPRESENTATIVE



Name:

Dave Reynolds
Title: Deputy City Manager

OCTA REPRESENTATIVE



Name:

Beth McCormick
Title: General Manager, Transit

DMR 5/25/16

Exhibit A

	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip (1 Way)
Service Area (within Laguna Hills, Laguna Woods, and Mission Viejo)			
Service Area	\$5	\$10	\$15
Satellite Destinations (outside of Service Area)			
Freedom Village – Lake Forest	\$5	\$10	\$15
Laguna Niguel/Mission Viejo/Irvine Metrolink	\$5	\$10	\$15
Lake Forest Nursing Center	\$5	\$10	\$15
Irvine Spectrum	\$5	\$13	\$18
Hoag Hospital - Irvine	\$5	\$13	\$18
Kaiser Hospital - Irvine	\$5	\$13	\$18
Airport Travel Destinations			
John Wayne Airport	\$16	\$16	\$32

Senior Mobility Program Project U Funding and Policy Guidelines

March 2016

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County local jurisdictions based upon their senior population. One percent of M2 net revenue is used to fund the program and local jurisdictions must provide a minimum 20 percent local match of the total annual program expenditures.

The Orange County Transportation Authority (OCTA) Board of Directors approved these guidelines on March 28, 2016. The purpose is to provide structure and definitions for all eligible M2 jurisdictions receiving SMP funding. OCTA shall enforce the provisions spelled out in these guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow local jurisdictions to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate OCTA fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Local jurisdictions must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.¹ Adherence to strict funding guidelines is required.

Local jurisdictions are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

¹ Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible local jurisdictions based upon the participating jurisdiction's percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three years of receipt.

OCTA may grant a two-year extension beyond the three-year expenditure limitation; however, an extension may not exceed five years from the date of the initial funding allocation. Jurisdictions requesting an extension beyond the three-year limitation must submit a justification letter for review and approval by OCTA at least 90 days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible jurisdiction, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating jurisdictions must provide a minimum 20 percent local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the jurisdiction's employees who perform work on the program. Jurisdictions may also be required to submit supporting documentation to substantiate local match expenditures. Jurisdictions are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent match requirement must be met by the end of each fiscal year, defined as June 30.

Jurisdictions not satisfying the annual 20 percent match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- \$ 60,000
Withholding from Future Allocation(s)	\$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals 60 years of age and older. Jurisdictions have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Jurisdictions should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately 10 miles of the Orange County border.

Jurisdictions also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the jurisdiction must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Jurisdictions whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Jurisdictions will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Jurisdictions will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Jurisdictions may receive retired OCTA ACCESS paratransit vehicle(s) to support their senior transportation program. Additional retired ACCESS vehicles may be

purchased, based on availability, for a cost equivalent to the refurbishment costs incurred by OCTA.

7.0 Service Plan Adoption

Participating jurisdictions shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the jurisdiction's governing body and approved by the OCTA Board of Directors. Any deviation from the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval and will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Eligible Expenses

Participating jurisdictions shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Jurisdictions shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a jurisdiction for other than transportation purposes authorized in the M2 Ordinance.

9.0 Program Revenue

Participating jurisdictions must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the jurisdiction's 20 percent local match requirement.

10.0 Reporting

Participating jurisdictions are required to submit monthly reports using a reporting template provided by OCTA (Exhibit B). Required monthly reporting data may include, but is not limited to, the following:

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Jurisdiction Total Contribution & Source
- Jurisdiction Share as % of Total Operating Cost
- Cumulative Jurisdiction Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost
- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Jurisdictions shall also be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

Reports are due by the last day of the following month. A preliminary report may be submitted; however, submission of a final report is required within 15 days of the last day of the following month. Failure to meet the established reporting deadline for two months at any time during the fiscal year may result in future withholding of funding and/or other sanctions to be determined.

11.0 Audits & Inspection of Records

M2 funding is subject to audit. Jurisdictions shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Jurisdictions must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a jurisdiction's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the jurisdiction's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.



Senior Mobility Program

Monthly Reporting Form

EXHIBIT C

Program Information

Service for the - Month of: July Year of: 2016
Program Name: _____
Participating Agency: _____
Agency Contact: _____
Contact Number: _____

Trip Detail

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2016	FYTD	Jul 2016	FYTD	Jul 2016	FYTD
Senior Center	-	-	-	-	-	-
Medical	-	-	-	-	-	-
Shopping	-	-	-	-	-	-
Personal Care	-	-	-	-	-	-
Social / Recreational	-	-	-	-	-	-
Total	-	-	-	-	-	-

Cost Summary

Cost Category	Jul 2016		FYTD	
	Cost	As a %	Cost	As a %
Service Contract	\$ -	0.0%	\$ -	0.0%
Drivers / Operators / Dispatchers	\$ -	0.0%	\$ -	0.0%
Vehicle Maintenance / Fuel / Insurance	\$ -	0.0%	\$ -	0.0%
Marketing Outreach	\$ -	0.0%	\$ -	0.0%
Administration	\$ -	0.0%	\$ -	0.0%
Total	\$ -	-	\$ -	-
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Program Revenue	\$ -	0.0%	\$ -	0.0%

Source(s) of Agency Contributions:

*Agency hereby certifies that this report is a true, complete and correct statement of
program revenue, costs and operating data.*

! THIS REPORT IS DUE BY THE LAST DAY OF THE MONTH FOLLOWING THE REPORTING MONTH !

Please send this report by email to **CTSPROGRAMS@OCTA.NET** or by fax to **714-560-5927**.

If there are any questions, please contact **JOANNE JACOBSEN** by email at **JJACOBSEN@OCTA.NET**
or **JP GONZALEZ** by email at **JGONZALEZ1@OCTA.NET**.

ATTACHMENT 2

COOPERATIVE AGREEMENT C-1-2478

BETWEEN

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF LAGUNA HILLS

FOR

SENIOR MOBILITY PROGRAM

THIS AGREEMENT is made and entered into this 27TH day of June, 2011 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California 92653 (hereinafter referred to as "CITY"). Herein, AUTHORITY and CITY are sometimes individually referred to as the "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, CITY is desirous of obtaining transportation services for seniors of the City of Laguna Hills; and

WHEREAS, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, this Cooperative Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing a Senior Mobility Program for senior transportation; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY's Board of Directors approved this Cooperative Agreement on February 14, 2011;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF AUTHORITY

A. AUTHORITY agrees to provide funds per the following guidelines:

1. Services provided under the Senior Mobility Program are available to individuals 60 years of age and older.

2. Funds for the program are identified as 1% of Renewed Measure M (M2) net sales tax revenue and will be allocated to all local jurisdictions based upon the participating entity's respective percentage of the senior population for the entire county.

3. Senior population will be determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

4. All active participants will receive their portion of funding on a bi-monthly basis.

B. In the event that the amount of M2 funding provided for this program is less than the amount allocated for this program in fiscal year (FY) 2010-11 as illustrated in Exhibit B, "Senior Mobility

1 Program Allocation," AUTHORITY will allocate Transportation Development Act (TDA) Article 4.5 funds
2 to CITY in an amount no greater than FY 2010-11 funding levels less M2 SMP revenues for up to three
3 (3) years. Disbursement of TDA funds will occur with the last bi-monthly distribution of M2 funds during
4 the fiscal year.

5 C. Agree that Net Revenues allocated shall be expended or encumbered within three years
6 of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions shall not be
7 granted beyond a total of five (5) years from the date of the initial funding allocation.

8 D. In the event the time limits for use of Net Revenues are not satisfied, then any retained
9 Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be
10 returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for
11 allocation to any project within the same source program at the discretion of AUTHORITY.

12 E. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus
13 paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle
14 donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of Five
15 Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

16 ARTICLE 3. RESPONSIBILITIES OF CITY

17 A. CITY agrees that all funds received from AUTHORITY as specified in Article 2A
18 above will be used exclusively for providing accessible senior transportation services that do not
19 duplicate AUTHORITY's services as specified in Exhibit A entitled "Scope of Work."

20 B. CITY must satisfy all M2 eligibility criteria in order to receive their formula allocation for
21 this program.

22 C. CITY agrees that Net Revenues allocated shall be expended or encumbered within
23 three (3) years of receipt. AUTHORITY may grant an extension to the three-year limit, but extensions
24 shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

25 D. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
26 Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to

1 AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to
2 any project within the same source program at the discretion of AUTHORITY.

3 E. CITY agrees to match twenty percent (20%) of the total annual formula allocation.
4 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

5 F. CITY may contract with a third-party service provider to provide senior transportation
6 services provided that:

- 7 1. Contractor is selected using a competitive procurement process; and
- 8 2. Wheelchair accessible vehicles are available and used when requested.

9 G. CITY shall require its contractor to procure and maintain insurance coverage during
10 the entire term of this Agreement. Coverage shall be full coverage or subject to self-insurance
11 provisions. CITY's contractor shall provide the following insurance coverage:

12 1. Commercial General Liability, to include Products/Completed Operations,
13 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of
14 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

15 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
16 combined single limit of \$1,000,000.00 each accident;

17 3. Workers' Compensation with limits as required by the State of California including a
18 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or
19 agents; and

20 4. Employers' Liability with minimum limits of \$1,000,000.00.

21 H. Proof of such coverage, in the form of an insurance company issued policy
22 endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to
23 commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten
24 (10) calendar days from the effective date of this Agreement with AUTHORITY, its officers, directors,
25 employees and agents designated as additional insured on the general and automobile liability. Such
26 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by

AUTHORITY.

I. CITY shall require its contractor to include on the face of the Certificate of Insurance the Cooperative Agreement Number C-1-2478; and, the Senior Contract Administrator's Name, Pia Veesapen.

J. CITY agrees to provide AUTHORITY with monthly summary reports of CITY's Senior Mobility Program. CITY shall submit monthly summary report within fifteen (15) calendar days as specified in Exhibit C "Senior Mobility Program Monthly Reporting Form," included in this Agreement, which is incorporated into and made part of this Agreement.

K. CITY shall adopt an annual Expenditure Report to account for Net Revenues and funds expended by the Eligible Jurisdiction, which satisfy the Maintenance of Effort requirements. The Expenditure Report shall be submitted by the end of six (6) months following the end of the jurisdiction's fiscal year and include the following:

1. All Net Revenue fund balances and interest earned.
2. Expenditures identified by type (i.e. capital, operations, administration, etc.) and program or project.

L. In the event CITY obtains a retired AUTHORITY vehicle for Senior Mobility Program services, CITY agrees to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title and registration from AUTHORITY to CITY within thirty (30) calendar days from taking possession of the vehicle.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2011 and shall continue in full force and effect through June 30, 2016, unless earlier terminated or extended as provided in this Agreement. AUTHORITY, at its sole discretion, retains the right to extend this Agreement through June 30, 2021.

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ARTICLE 5. NOTICES

All Notices pertaining to this Agreement and any communications from the PARTIES may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:

To AUTHORITY:

City of Laguna Hills

Orange County Transportation Authority

24035 El Toro Road

550 South Main Street

Laguna Hills, California 92653

P.O. Box 14184

Orange, California 92863-1584

ATTENTION: Bruce Channing

ATTENTION: Pia Veasapen

(949) 707 - 2610

(714) 560 - 5619

ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 7. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 8. AUDIT AND INSPECTION OF RECORDS

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CITY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of four (4) years from the date of final payment by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also

extend to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 9. TERMINATION

AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in whole or in part by giving the other PARTY written notice thereof of not less than ninety (90) days in advance of the specified date of termination.

ARTICLE 10. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Cooperative Agreement.

B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full indemnification of AUTHORITY.

ARTICLE 11. ALCOHOL AND DRUG POLICY

A. CITY agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 11. CONFLICT OF INTEREST

CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CITY is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; CITY's objectivity in performing the work

identified in the Scope of Work is or might be otherwise impaired; or CITY has an unfair competitive advantage. CITY is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to CITY. All disclosures must be submitted in writing to AUTHORITY pursuant to the Article 5. Notices provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 12. CODE OF CONDUCT

CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 13. FORCE MAJEURE

Either PARTY shall be excused from performing its obligations under this Agreement during the time and extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or facilities by the federal state or local government; national fuel shortage; or a material act of omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

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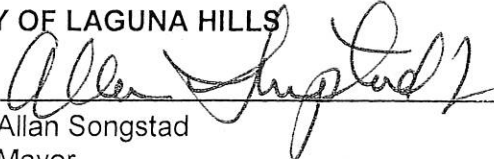
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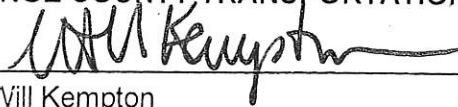
1 Upon execution by both PARTIES, this Cooperative Agreement shall be made effective on
2 July 1, 2011.

3 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement No.
4 C-1-2478 to be executed on the date first above written.

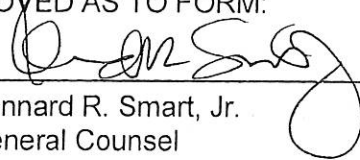
5 **CITY OF LAGUNA HILLS**

6 By 
7 Allan Songstad
8 Mayor

5 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

6 By 
7 Will Kempton
8 Chief Executive Officer

9 APPROVED AS TO FORM:

10 By 
11 Kennard R. Smart, Jr.
12 General Counsel

13 APPROVED:
14 By 
15 Beth McCormick
16 General Manager, Transit

SCOPE OF WORK
Senior Mobility Program

1. The City of Laguna Hills (CITY) shall utilize funding provided by the Orange County Transportation Authority (OCTA) and its local match to provide the following services:

Door-to-door taxi service eligible to Laguna Hills residents. The CITY shall partner with the City of Mission Viejo to establish a regional taxi transportation program for seniors, modeled after the City of Mission Viejo's Dial-a-Taxi program (Attachment 1), as detailed below:

- a. Service for Laguna Hills residents will be provided for trips within City of Laguna Hills and Mission Viejo City limits ("Service Area"). Taxi transportation service will include trips for shopping, recreational/social activities, personal business, and standard medical appointments. Transportation for regular chemotherapy, cancer treatments or kidney dialysis therapy will not be part of the CITY'S program. Any satellite destinations outside Service Area will be determined at a later date.
 - b. Service will be provided to CITY residents who are 80 years of age or older; or disabled and age 65 years or older; or individuals age 60 years or older and unable to drive and/or loss of driver's license due to impairment. Residents who qualify for OCTA ACCESS will not be eligible for the CITY'S taxi transportation program. Exceptions to this rule will be considered at a later date.
 - c. The taxi transportation service will operate seven (7) days a week, twenty-four (24) hours a day, including holidays.
 - d. The CITY and the City of Mission Viejo will negotiate the terms of a new agreement with the current taxi service provider to provide service to the newly established Service Area including any additional satellite destinations. Any changes to the general scope of work of the CITY's taxi program as stated above will be forwarded to OCTA.
2. As CITY is partnering with the City of Mission Viejo to join their existing program, which followed a competitive procurement process (Attachment 2), CITY is not required to complete a competitive procurement to implement their Senior Mobility Program. In the event the CITY and the City of Mission Viejo do not partner for a senior taxi program, the CITY agrees to follow competitive procurement practices in the selection of vendors for all services which it does not provide using its own workforce. Any Request for Proposals (RFP) for services will specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.

3. CITY does not wish to obtain a retirement eligible OCTA ACCESS vehicle at this time. CITY may opt to obtain a vehicle(s) during the course of the contract. Additional vehicles may be purchased from OCTA for \$5,000 each. The cost of any additional vehicles will be deducted from the next fiscal year allocation. CITY must register the vehicle and maintain title for at least one year after transfer of title from OCTA.
4. CITY shall perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - Daily Pre-Operation Inspections that meet or exceed the guidelines provided in the attached Pre-Operation Inspection & Defect Report (Attachment 3).
 - Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached Senior Mobility P.M. Checklist, including the maintenance of all accessibility features of the vehicles (Attachment 4).
5. CITY shall maintain maintenance records for each vehicle for 5 years and shall cooperate fully in annual Motor coach carrier terminal inspections conducted by the California Highway Patrol.
6. CITY shall ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform their duties safely, and in a manner that treats riders with respect and dignity. Disability awareness and passenger assistance will be included in the training.
7. CITY shall submit a monthly report to OCTA's Community Transportation Services Department which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures as illustrated in Exhibit C.
8. CITY shall note OCTA sponsorship in any promotional materials for service funded under this agreement and will display the OCTA Senior Wheels program logo on vehicles used in the program (excluding taxis).
9. CITY shall ensure that it maintains adequate oversight and control over all aspects of service that are provided by a contracted vendor.
10. CITY shall participate in the annual National Transit Data Base (N.T.D.) reporting process if needed.



Senior Dial-A-Taxi Program

Your "wheels" to get
around town...

WHAT - Door-to-door Cab Service using easy-access sedans; (lift-equipped vans available with 48 hour notice); second stop, "cab wait" service for quick errands; 7 days a week- 24 hours

WHERE: Service within City limits and to "satellite" destinations: Laguna Hills Mall; Saddleback Hospital; Lake Forest Nursing Center; Freedom Village; South County Adult Day Health Care; Country Villas; Mission Viejo Metrolink Train Station; "Taj Mahal" & medical offices on Calle de la Magdalena, Calle de la Louisa, Health Center Drive and *Paseo de Valencia (* blocks 23000-25000)

WHO: Residents who are:

- 80 years & older or
- 65 years & disabled or
- 60 years & loss of driver's license or unable to drive

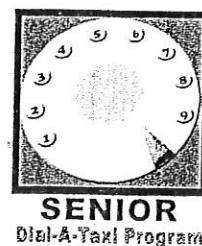
NOTE: OCTA ACCESS customers are not eligible at this time; not suitable for medical therapy transportation (eg) dialysis, chemotherapy, cancer treatments, etc.

HOW: Must apply for service, verify eligibility & be issued a City photo ID card. Service available on a demand-response and "standing appointment" basis; request a favorite driver!

COST: Customer share of cost is \$5.00 per one-way trip; \$10.00 round trip; up to three passengers on one fare. Personal attendants ride for free. (Tipping is encouraged for "satellite" destination service and for the "second stop"/cab wait program.)

Call 470-3062 for information & application/waiver forms

Living the Character Qualities of: PERSEVERANCE, UNITY, INTEGRITY, SERVICE, MORAL COURAGE, CITIZENSHIP, FAIRNESS, SELF-CONTROL, RESPONSIBILITY, RESPECT, THANKFULNESS and CARING.





February 16, 2010

David Reynolds, Deputy City Manager
City of Laguna Hills
Community Services
25555 Alicia Parkway
Laguna Hills, CA 92653

Re: Competitive Bidding Process- City of Mission Viejo- Senior Dial-a- Taxi Program

Dear Dave,

Per your request, please note that the City of Mission Viejo implemented a formal Request for Proposal (RFP) process to obtain a contractor for the City's Dial-a-Taxi Program.

On May 4, 2006, City staff mailed Request for Proposal packets to thirty three (33) transportation providers. Two proposals were received by deadline and one vendor selected—California Yellow Cab. The Senior Dial-A- Taxi program was unveiled to the Mission Viejo community in February 2007.

I will e-mail /attach the City Council report confirming this information if necessary. If you anything else at this point, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Rea-McDonald". The signature is fluid and cursive, with a large loop at the beginning.

Leslie Rea- McDonald
Management Analyst
City of Mission Viejo

G:\Common\RCS\Dial-A-Taxi\Laguna Hills Coordination\LHills Support Letter.docx

Senior Mobility P.M. Check List

Date	Bus#	TERMINAL	workorder#	Current Mileage
				Last inspection miles
				Miles between

A. Employee must check off all boxes/ Note all discrepancies on reverse side

B. Check files and open workorders

C. Interior

1	Entry door operation and seals	ok	rep req.
2	Temperature and oil warning devices		
3	Neutral safety system		
4	Horn, gauges and dash lights		
5	Heater, defroster and fan		
6	Windshield wipers and washer		
7	Indicator lights		
8	Throttle operation		
9	Steering free play _____ in.		
10	Applied and unapplied brake test for vacuum loss		
11	Interior lights		
12	Windshield and window glass condition		
13	Window mechanism and seals		
14	Seat condition		
15	Interior body, floor and stantions		
16	Fire extinguisher date and bracket		
17	Road warning devices		
18	First aid kits		
19	Emergency exits operation, warning devices and signs		
20	Interior clean		
21	Back up alarm		

E. Under hood

1	Check for visible leakage	ok	rep req.
2	Engine oil level		
3	Transmission fluid level and condition		
4	Brake fluid		
5	Power steering fluid		
6	Check all belts		
7	Component and accessory mounting		
8	Check all hoses and routing		
9	Coolant level and protection _____ c/f _____ ph		
10	Pressure test cooling system		
11	Water pump and fan clutch play		
12	Air filter condition - check restriction gauge		
13	Check exhaust system		
14	Battery fluid level and mounting		
15	Clean battery and connections		
16	Drain fuel/water separator		

D. Exterior

1	All exterior lights and signals	ok	rep req.
2	Mirror condition and mounting		
3	Record body damage		
4	Bumper bolts		
5	Paint lettering and appearance		
6	Emergency exits		
7	Axle flange and lug nuts, oil hubs		
8	Tire side wall condition, cracked wheels, valve stem		
	Valve stem cap, alignment of rear duels		
9	Tread depth		
	LF _____ RF _____ LRO _____		
	LRI _____ RRO _____ RRI _____		
10	Tire inflation: Record and inflate		
	LF _____ RF _____ LRO _____		
	LRI _____ RRO _____ RRI _____		

F. Under Bus

1	Kingpin and wheel bearing play	ok	rep req.
2	Tire wear, condition and matching		
3	Leakage at backing plates and wheel seals		
4	Steering box, mounting, leakage, looseness and leaks		
5	Front shocks and mounting		
6	Front springs, bushings		
7	Engine leaks, lines, filters, hoses and engine mounts		
8	Starter and connections		
9	Exhaust system and mounting		
10	Transmission mounted parking brake		
11	Transmission leaks		
12	Output shaft play		
13	Driveshaft guard, U joints and retarder		
14	Body hold downs and insulators		
15	Wiring along frame		
16	Differential leaks, fluid level		
17	Pinion play		
18	Breather vent		
19	Rear shocks and mounting		
20	Rear springs, bushings and U bolts		
21	Leakage at backing plates and wheel seals		
22	Fuel tank straps and lines		
23	Tail pipe hangers		
24	Lube entire chassis		
25	Check drag link, tie rods and idler arms		

D. Lift Inspection

6/28/2016 ITEM NO. 3.8



DEFECT REPORT

DATE _____ BUS _____

PRE-OP INSPECTION

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach drivers.

Indicate with an (x) that each item has been checked during the pre-op and explain defect on right side of this report.

VEHICLE OPERATOR PRE-OP INSPECTION

Badge No. _____

- | | | |
|---|----------------------------|---------------------------------|
| ____ Mirrors | ____ Conductor Walk-Around | ____ Lights & Reflectors |
| ____ Door Interlock | ____ Fire Extinguisher | (lighting devices & reflectors) |
| ____ Windshield Wipers | ____ Emergency Reflectors | ____ Tires/Lug Nuts |
| ____ Horn | ____ Steering Mechanism | (wheels & rims) |
| ____ Air Loss (parking/brakes/service brakes) | ____ Drivers Seat/Belt | |

MAINTENANCE PRE-OP INSPECTION

Badge No. _____

- | | | |
|----------------------|------------------------|-----------------------------|
| ____ Wheelchair Lift | ____ Seats/Handrails | ____ Windows/Doors/Hatches |
| ____ Fluid Leaks | ____ Loose Body Panels | ____ Heating/Cooling System |
| ____ PA System | | |

DEFECTS

Indicate with an (x) Defective Items Only:

BRAKES

(Explain in Detail)

- ____ Air Leak
- ____ Soft/Hard
- ____ Pull to L/R
- ____ Noisy
- ____ Dragging
- ____ Smoking
- ____ Retarder
- ____ Other (explain)

ENGINE

- ____ Hot Engine/Water Levels
- ____ Low Oil/Oil Leaks
- ____ Starts Hard
- ____ No Power/Eng. Ck. Light
- ____ Smokes
- ____ Idles Rough/Vibration
- ____ Other (explain)

TIRE/WHEELS

- ____ Flat
- ____ Embedded Object
- ____ Cut
- ____ Smooth/Corrd
- ____ LF RF RR LR LRI LRO
- ____ Loose/Missing Lugs
- ____ Other (explain)

TRANSMISSION

- ____ Won't Go Into Gear
- ____ Hard Shift
- ____ Slips/Grinds/Lurches
- ____ Excessive Noise
- ____ Leaks

STEERING

- ____ Hard/Binds
- ____ Shimmy
- ____ Excessive Play
- ____ Other (explain)

LIGHTS

- ____ Interior
- ____ Exterior

MIRRORS

- ____ Interior
- ____ Exterior

RADIO Problem:

A/C & HEATING

- ____ Off
- ____ Too Cold/Hot
- ____ Defroster Defect
- ____ Ventilation (Blowers)
- ____ Other (explain)

WHEELCHAIR LIFT

- ____ Will Not Deploy
- ____ Will Not Lower/Raise
- ____ No Restraint Down/Up
- ____ Lift Will Not Fold Into Steps to Park
- ____ LF RF RR LR LRI LRO

ELECTRICAL EQUIPMENT

- ____ Generator/Starter
- ____ Turn Signals/Flashers
- ____ Horn
- ____ Gauges/Instruments
- ____ Fare Box
- ____ Destination Sign
- ____ PA System

ENTRANCE/EXIT DOORS

- ____ Slow
- ____ Inoperative
- ____ Leaks Air
- ____ Other (explain)

GRAFFITI ON BODY

____ Interior, Location _____ Exterior, Location _____

	Time	Signature	Badge
____ No Defects	am		
____ Defects Noted	pm		
____ No Defects	am	(1st Driver)	
____ Defects Noted	pm		
____ No Defects	am	(2nd Driver)	
____ Defects Noted	pm		
____ No Defects	am	(3rd Driver)	
____ Defects Noted	pm		

EXPLAIN DEFECTS ON RIGHT SIDE OF CARD

Form No. ADT-201-0015 (05/02)

COOPERATIVE AGREEMENT NO. C-0-1580.

ATTACHMENT 3

COACH OPERATOR(S) INPUT TO EXHIBIT A

IMPORTANT: Help expedite repairs by providing necessary information regarding defects!

MAINTENANCE DEPARTMENT REPAIR MADE

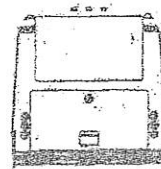
☐ ABOVE DEFECTS CORRECTED

☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATIONS OF VEHICLE

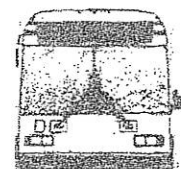
Mechanic _____ Date _____ Time _____ Bus Mileage _____

GRAFFITI LOCATIONS, EXTERIOR

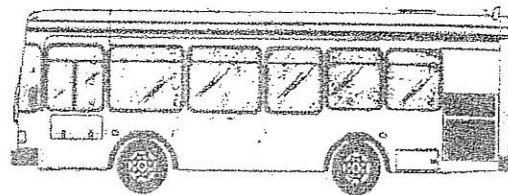
(Circle and damage to bus body.)



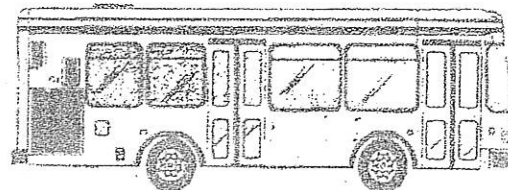
REAR END



FRONT END



LEFT SIDE



RIGHT SIDE

DRIVER REVIEWING REPAIRS:

SIGNATURE: _____ DATE: _____



Senior Mobility Program Allocation

FY 2010-11 Transportation Development Act Article 4.5 Funds

Local Jurisdictions	FY 2010-11 OCTA Contribution	
Anaheim	\$	194,204
Brea	\$	37,766
Buena Park	\$	49,457
Costa Mesa	\$	83,053
Garden Grove	\$	183,225
Huntington Beach	\$	164,622
Irvine	\$	93,151
La Habra	\$	52,413
Laguna Hills	\$	34,226
Laguna Niguel	\$	46,533
Laguna Woods	\$	128,998
Lake Forest	\$	45,677
Newport Beach	\$	111,163
Placentia	\$	38,104
Rancho Santa Margarita	\$	14,403
San Clemente	\$	50,698
Santa Ana	\$	167,850
Seal Beach	\$	69,114
Westminster	\$	66,902
Yorba Linda	\$	40,913
Total (Current Participants)		\$ 1,672,472



Senior Mobility Program Monthly Reporting Form
Monthly Reporting E-Form

AGREEMENT NO. C-1-2478

EXHIBIT C

Program Information

Service for the Month/Years of:

Program Name:

City or Organization:

Contact Person:

Contact Number:

Details

Trip Category	One-Way Passenger Trip	Vehicle Service Hours	Vehicle Service Miles
Nutrition Trips:			
Medical trips:			
Shopping trips:			
Other trips: (Please specify trip type below**)			
Totals:	0	0	0

Summary

OCTA Monthly Contribution Amount:

City Monthly Contribution Amount:

Total Operation Cost for Month:

Source of City Contributions:

**Please specify other trip types being provided to seniors in this space:

Please provide the requested information and submit the completed form to OCTA.

Attention: Jessica Deakyne/Community Transportation Coordinator, by email to jdeakyne@octa.net or by FAX to (714)560-5927.

By the 15th day of the month following the reporting month

Please contact Jessica Deakyne at (714) 560-5802 if you have any questions or require assistance with the completion of this form.

Comments:



National Drug-Free Workplace Alliance

DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: ROLAND CHACON
CHIEF OF POLICE SERVICES**

**ISSUE: AUTHORIZATION TO PURCHASE PORTABLE 800 MEGAHERTZ RADIOS
AS THE SECOND PHASE UPGRADE TO THE ORANGE COUNTY 800
MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE
OF PORTABLE 800 MEGAHERTZ RADIOS IN ACCORDANCE WITH THE JOINT
AGREEMENT FOR THE OPERATION, MAINTENANCE, AND FINANCIAL
MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE
COORDINATED COMMUNICATIONS SYSTEM.**

SUMMARY:

In accordance with the Joint Agreement (Agreement) for the operation, maintenance, and financial management of Countywide Coordinated Communications System (CCCS), this is phase two of the implementation of the previously approved 800 MHz system. This Agreement was amended by the Board of Supervisors on June 24, 2004, to include the backbone cost-sharing agreement negotiated by the County, 34 cities, and the Orange County Fire Authority (OCFA). Each of the 34 cities and the OCFA executed the 2004 Amendment. The purpose of the system is to provide for an integrated and seamless communications system for law enforcement, emergency services, and public works agencies throughout the County.

In this phase, portable (handheld) 800 MHz radios will be purchased through a contract with Motorola Solutions. The radios will be utilized to equip the Laguna Hills Police Services deputies and designated Public Works staff. Since this is a proprietary procurement of the Motorola 800 MHz radios utilized in the CCCS, the City is not required to follow formal bidding procedures as set forth in the Laguna Hills Municipal Code.

FISCAL IMPACT:

The estimated cost to replace our outdated radios with the portable 800 MHz radios in this phase is \$116,270.46, including tax and shipping charges. The purchase of the Motorola Solutions Portable 800 MHz radios was included in the current Operating Budget. The estimated cost is within budget and by acting now comes with a 40% one-time reduction in price that is time sensitive.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER

ISSUE: CONSULTING SERVICES AGREEMENTS WITH WESTAMERICA COMMUNICATIONS, INC. AND EMC DESIGN, INC. FOR THE DEVELOPMENT OF CITY VIEWS

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE INDIVIDUAL CONSULTING SERVICES AGREEMENTS WITH WESTAMERICA COMMUNICATIONS, INC. AND EMC DESIGN, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

SUMMARY:

At its June 11, 2013, City Council meeting, the City Council authorized a pilot program whereby the number of pages in the City Views section of the City Views & Community Services Activity Guide were substantially reduced as a cost savings measure. Modifying the City Views format by reducing the number of pages provided the opportunity to bring the development and coordination for the publication in-house resulting in immediate savings.

Currently, the City utilizes two vendors in the development of the City Views & Community Services Activity Guide: Westamerica Communications, Inc. for printing services and EMC Design, Inc. for graphic design services. The current agreements with Westamerica Communications, Inc. and EMC Design, Inc. are set to expire on June 30, 2016. Due to the following reasons, staff is recommending the City enter into new, two-year agreements with Westamerica Communications, Inc. and EMC Design, Inc.:

- They have extensive experience providing printing services to a number of governmental and non-profit organizations.
- Experience working with City staff successfully on past City publications.
- They are able to provide the requisite services within the City's anticipated budget.

Westamerica Communications, Inc. has submitted a two-year proposal indicating a per issue cost of \$8,190 for year one and a per issue cost of \$8,435.50 for year two. The total proposed contract amount, which includes preparation for mailing, is \$66,502.

EMC Design, Inc. has also submitted a two-year proposal indicating a reduced, per issue price of \$3,515 through the entirety of the agreement. The total proposed contract amount is \$28,120.

FISCAL IMPACT:

The total proposed cost for the two-year agreements with Westamerica Communications, Inc. and EMC Design, Inc. is \$66,502 and \$28,120, respectively. Amounts for Fiscal Year 2016/2017 are currently included in the budget.

ATTACHMENTS:

- Consulting Services Agreement with Westamerica Communications, Inc.
- Consulting Services Agreement with EMC Design, Inc.

CONSULTING SERVICES AGREEMENT

Westamerica Communications, Inc.
(Professional Marketing, Publication and Printing Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2016, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and WESTAMERICA COMMUNICATIONS, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified marketing agency and consulting firm to continue to provide on a quarterly basis marketing, publication, and printing services to City for developing the City Views and Community Services Activity Guide Publication (the "Project").

B. Consultant has submitted to City a written proposal, dated June 14, 2016, to provide on a quarterly basis certain marketing, publication, and printing services to City for developing the City Views and Community Services Activity Guide Publication for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to continue to provide and perform on a quarterly basis professional marketing, publication, and printing services to City for developing the City Views and Community Services Activity Guide Publication for the Project as described

and as set forth in Consultant's Proposal/Scope of Work, dated June 14, 2016, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original June 14, 2016 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement

and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Sixty Six Thousand Five Hundred and Two Dollars (\$66,502.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition

of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twenty four (24) months, commencing on July 1, 2016, and ending on June 30, 2018, unless extended by mutual written agreement of the Parties

4. COORDINATION OF WORK

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

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the

progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement.

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions,

or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

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

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

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

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

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

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

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

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

volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not

limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

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

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Consultant: Westamerica Communications, Inc.
Attention: Mark DeBellis, Vice President
26012 Atlantic Ocean Drive
Lake Forest, California 92630
Telephone: (949) 340-8929

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

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

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

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

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

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

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

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

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

BRUCE E. CHANNING
City Manager

ATTEST:

(SEAL)

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
Westamerica Communications, Inc.,
a California corporation

By: _____
MARK DEBELLIS, Vice President

By: _____
AMY WALTON, Assistant Treasurer

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 14, 2016

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Print & Mail Project Pricing
for
City of Laguna Hills

2016-2018 City Views &
Community Services Activity Guide



Letter of Introduction

June 14, 2016

City of Laguna Hills
Attn. Melissa Au-Yeung, Assistant to the City Manager
24035 El Toro Road
Laguna Hills, CA 92653

Dear Melissa,

It is our pleasure to have the opportunity to provide and confirm the Print and Mail Project for the City Views & Community Services Activity Guide. We value the relationship we have developed with the City of Laguna Hills and look forward to continuing our services for 2016-2018.

Founded in 1977, Westamerica Graphics built its reputation as one of the premier printing and graphic communication companies in Southern California. They've won numerous quality awards, including three prestigious international "Benny" awards for printing excellence, as well as a "Best of Show" and several "Best of Category" awards in the annual PIA-SC Print Excellence Awards. In 2014 Westamerica merged with PSB Integrated Marketing to form **Westamerica Communications**, a dynamic powerhouse of comprehensive marketing and communication solutions.

We understand and embrace the scope of the work involved and are prepared to meet the expectations of the City of Laguna Hills to include printing and mailing of the City Views & Community Services Activity Guide publication.

Westamerica Communications solutions include:

- Extensive graphic design and creative support
- Creative Imagine Center with 3D rendering and concepting resources
- Digital and material asset management/optimization tools
- Complete on-site pre-press, printing and finishing
- Comprehensive mailing and fulfillment services
- Online media, email and web programming
- Video and motion-graphic production
- Knowledgeable account management

Westamerica Communications prides itself on our ability to come through for our clients, even in the most challenging circumstances. Our clients come to depend on the personalized service of their account manager to oversee their projects from concept through design to final print and mailing. We also provide consultative suggestions and ideas to obtain the optimum cost savings on each project.

We are conveniently located in Lake Forest, CA with a staff of graphic designers, writers, strategists, illustrators, layout artists and photographers who in turn produce work of high end and quality.

We invite and welcome you and your staff to visit our facility for a full tour of our capabilities.

Thank you again for your consideration,

Sincerely,



Karen Drozda, Senior Account Manager
Westamerica Communications
26012 Atlantic Ocean Drive • Lake Forest • CA, 92626

Westamerica Communication Summary Sheet

First Name: Westamerica Communications

Firm Parent or Ownership: Corporation

Firm Address: 26012 Atlantic Ocean Drive, Lake Forest, CA 92630

Firm Telephone Number: 949-462-3600

Firm Fax Number: 949-462-3700

Number of Years in Existence: 37

Management Contact (person responsible for direct contact with the City of Laguna Hills)

Name: Mark DeBellis Title: Vice President

Telephone Number: 949-340-8929 Fax: 949-340-8929

Email: mdebellis@mywestamerica.com

Project Manager (person responsible for day-to-day servicing of your projects):

Name: Karen Drozda Title: Senior Account Manager

Telephone Number: 949-340-8948 Fax: 949-465-0777

Email: kdrozda@mywestamerica.com

Type of services performed by the firm: _____

Design, Printing, Mailing, Marketing

Electronic Media, Digital/Internet, Film/Video, Signage, Posters, Banners

Allocation of Resources

Delivery Service, Project Management, & Design Timelines

Delivery Service

As Westamerica Communications is located in Lake Forest, Karen Drozda would be available to meet with City of Laguna Hills as needed for project assistance and at no additional cost to the contract bid.

Westamerica Communications utilizes many technologies in order to facilitate the in-person meeting time and proofing requirements; in addition we have PDF transmission, FTP upload capabilities for large file transmission, Skype for virtual meeting and GoToMeeting. We also offer password protected access to our Client eSource Center to expedite PDF proofs, order records, and more.

Project Management

All aspects of communication and service are facilitated through your Primary Account Manager, Karen Deen Drozda. If Karen is ever unavailable, there will always be a secondary point of contact accessible to you. Westamerica Communications is a fast-paced, results-driven environment; therefore all phone calls and email correspondence and requests are handled promptly.

Project Timelines

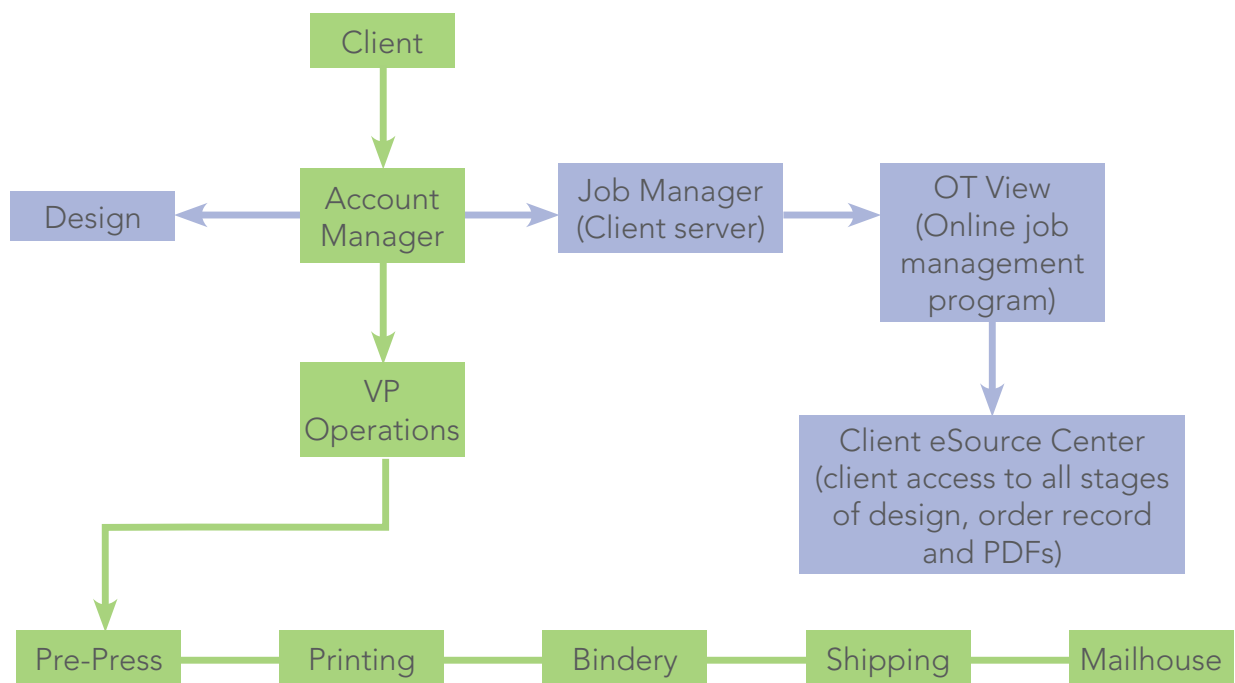
Specific timelines will be met in accordance with the Scope of Project process described in the RFP. Westamerica Communications utilizes a proprietary software to ensure all deadlines of each project are on time and progress is easily tracked. We strive for a 100% on time delivery record.

Allocation of Resources

System Workflow | Creative Service • Print • Mail

Westamerica Communications Strengths

- Nearly 40 years of solid experience
- Comprehensive Suite of Services housed in one facility: Design, Printing, Bindery, Shipping, Mailhouse
- 10 Account Managers
- 10 Graphic Designers
- Security beyond industry standard (Mailhouse, software, postal, employee, audit compliance)



Scope of Work

Our role at Westamerica Communications is clear: to get the job done. The City of Laguna Hills can rely on us to come through every time. The effective integration and optimization of mindset, message and medium will assure you of the fastest response time, highest quality solutions, and ensured delivery of project timelines and goals.

It's a lofty service level only Westamerica Communications can promise after almost four decades of precisely integrating clients' unique visions with our experience — and creating relevant solutions for the most viable consumer medium.

The reliable spirit of "can-do". Westamerica Communications is your clutch partner, never missing a deadline — even the most challenging ones.

Every deadline is more aggressive than the last. Each demand seemingly more complex than the previous. Westamerica Communications delivers the unified resources to multiply and maximize your effectiveness. Let us spoil you with service and know-how.

Our understanding of this project is clear. The print specifications are complete within our **on site** manufacturing department. We are a premium quality, sheet feed offset printer. The final mail services will be provided by our **on site** mailhouse facility.

We exist to make your job easier.

References with Contact Information

City of Mission Viejo

Karen Hamman — City Clerk/Director of Community Relation
200 Civic Center, Mission Viejo, CA 92691
khamman@cityofmissionviejo.org
949.470.3033

Contra Costa Water District

Gina Oltman — Public Information Specialist
P.O. Box H20, Concord, CA 94520
goltman@ccwater.com
925.913.5017

Beach Cities Health District

Cristan Higa — Director of Communications
514 N. Prospect Avenue, Redondo Beach, CA 90277
cristan.higa@bchd.org
310.374.3426 ext. 117

City of Carlsbad

Karen Whitehead- Director of Communications
1200 Carlsbad Village Drive, Carlsbad, CA 92008
Karen.whitehead@carlsbadca.com
760.434.2927

City of Laguna Hills

COST SUMMARY SHEET

for Printing and Mailing Services

for City Views & Community Services Activity Guide Publication

2016 - 2018

16 Page + Cover 18x12 Flat - Final 9x12 4/4, Cover: 8pt. Gloss Cover, Text: 80# Gloss Book	15,010 copies of City View & Community Services Activity Guide	# of Issues	TOTAL AMOUNT
Print, Collate, Saddle Stitch, and Trim	INCLUDED		
Preparation for Mailing (Mailhouse Services)	INCLUDED		
Sales Tax (if applicable)	NONE		
Delivery to USPS	INCLUDED		
Applicable Discount	NONE		
Additional Charges (if applicable)	NONE		
Total Cost per Issue One Year	\$8,190	x 4 =	\$32,760
	TOTAL - 1 Year	4	\$32,760

Optional: Second year pricing 2017-2018

Total Cost per Issue	\$8,435	x 4 =	\$33,742
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CONSULTING SERVICES AGREEMENT
EMC Design, Inc.
(Professional Graphic Design and Production Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2016, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and EMC DESIGN, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified graphic design and production consulting firm to continue to provide on a quarterly basis graphic design and production services to City for developing the City Views and Community Services Activity Guide Publication (the "Project").

B. Consultant has submitted to City a written proposal, dated June 8, 2016, to provide on a quarterly basis continued professional graphic design and production services to City for developing the City Views and Community Services Activity Guide Publication for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to continue to provide and perform on a quarterly basis professional graphic design and production services to City for developing the City Views and Community Services Activity Guide Publication for the Project as described and as set forth in Consultant's Proposal/Scope of Work, dated June 8, 2016, which is attached hereto

as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original June 8, 2016 proposal submitted to the City (“Consultant’s Proposal”), which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal, attached hereto as Exhibit “A,” is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for

Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding a per issue cost of Three Thousand Five Hundred Fifteen Dollars (\$3,515.00) and not exceeding the total maximum contract amount of Twenty Eight Thousand One Hundred Twenty Dollars (\$28,120.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition

of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twenty four (24) months, commencing on July 1, 2016, and ending on June 30, 2018, unless extended by mutual written agreement of the Parties

4. COORDINATION OF WORK

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

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the

progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement.

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions,

or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

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

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

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

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

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

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

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

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

volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not

limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

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

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for

any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Consultant: EMC Design, Inc.
Attention: Eric Carlisle, President
1065 Rashford Drive
Placentia, California 92870
Telephone: (714) 267-7111

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

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

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

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

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

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

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

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

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

BRUCE E. CHANNING
City Manager

ATTEST:

(SEAL)

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
EMC, Design, Inc.,
a California corporation

By: _____
ERIC CARLISLE, President

By: _____
LOREENE CARLISLE, Secretary

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 8, 2016

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



REQUEST FOR PROPOSAL

GRAPHIC DESIGN SERVICES

FOR THE CITY VIEWS &
COMMUNITY SERVICES ACTIVITY GUIDE PUBLICATION

Prepared for:

Melissa Au-Yeung

Senior Management Analyst

City of Laguna Hills

24035 El Toro Road

Laguna Hills, CA 92653

PREPARED BY

EMC DESIGN

WWW.EMCDSIGNCA.COM



Creativity Unleashed. Quality Delivered.

6/28/2016 ITEM NO. 3.10



***The design process engages
both the client and
the design team
in creative problem
solving.***



LETTER OF TRANSMITTAL

June 8, 2016

Melissa Au-Yeung

Senior Management Analyst
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA

Dear Ms. Au-Yeung:

On behalf of EMC Design, I am pleased to submit this proposal to provide Graphic Design Services for the City Views and Community Services Activity Guide Publication. We will continue to provide outstanding services and communication to complete the projects necessary to produce the quarterly newsletter.

Our goal in this project remains the same - to provide continued seamless service, on-time delivery, quality communication design and a partnership rather than a production oriented relationship.

We look forward to the opportunity to assist your team in fulfilling the needs and goals of this design project.

Sincerely,

Eric Carlisle
Director
EMC Design

PROJECT UNDERSTANDING



SCOPE:

Meet, draft, design, review, and publish art for a 9x12, full color, 2-part quarterly newsletter. The newsletter is cut into to sections, articles and activity guide.

Provide management reporting and tracking via e-document or online - Google documents.

EMC Design is well versed in the process of design and production. It is in this new venture with The City, that we will improve upon even more, the ability to smooth out production flow and press times.

CITY VIEWS Winter 2016-17 DRAFT | Publication Schedule

Sept 14:	Community Services provide draft data
Sept 21:	Draft articles from the City to EMC
Sept 21:	Draft Community layouts to City
Sept 24:	Final comments from City on Community Services section
Sept 25:	First draft of article section layout delivered to the City
Sept 29:	City's comments due to EMC articles layout
Sept 31:	Revised complete newsletter to city
Nov 01:	City's final review and QC
Nov 05:	EMC Sends final PDF to City
Nov 06:	EMC makes press ready art
Nov 08:	Press Check*
Nov 11:	Print/Mail services**
Nov 14:	Delivered to Laguna Hills households***

* Client responsible for final sign off on all press materials

** Dates for print/mail service dependent on selection of print vendor and capabilities to print, post and mail.

*** Delivery to Laguna Hills residents dependent on mail service requested and local mail carrier.

EMC will provide every effort to push the project forward and alert the client when progress is hindered by the revision process.

SUB-CONSULTANT

EMC has indicated a sub-consultant may be used in order to provide back up or extra firepower to deliver on time, as noted in personnel section.

FEE SCHEDULE

2016 - 2017 | SCOPE DEFINED IN FEES:

KICK OFF

included

Kick off meeting with client
Data gathering and organization
Set up reporting and administrative tools

Phase 1 Activity Guide Development (AG) 11 Hours/\$95hr

Collect and organize draft client content for activity guide (AG)
Set up and layout content into template draft
Provide cover design ideas (if images available)
touch up and provide draft articles to client (PDF)
Review images or illustrations needed
Provide basic image retouch/adjustments

Phase 2 Article Section Development (AS) 10 Hours/\$95hr

Collect and organize draft client content for Articles section (AS)
Set up and layout content into template draft
Provide draft cover designs and ideas (if images available)
Touch up and provide draft articles to client (PDF)

Phase 3 Activity Guide Development (AG) 4 Hours/\$95hr

Receive client mark ups*
Parse and edit details in layout
Make layout adjustments
Provide image adjustments/replacements
Create revised draft v2 PDF file via FTP/email

Phase 4 Article Section Development (AS) 4 hours/\$95hr

Receive client mark ups*
Parse and edit details in layout
Make layout adjustments
Provide image adjustments/replacements
Finalize cover details and style
Create revised draft v2 PDF file via FTP/email

Phase 5 Complete City Views revisions 4 hours/\$95hr

Review documents and layouts with client
Make final noted changes and revisions
Insert any final images
Adjust layout, Make Final review PDF

OUTPUT FOR PRESS

4 hours/\$95hr

Complete final edits and set up document for press ready art. Send art to printer via FTP
Prep art for web use on Client website news page

SUBTOTAL - 37 hours/\$95hr

Total \$3515.00 per issue

Notes

* All mark ups to be provided in electronic format where copy is extensive. All copy for document to be provided in electronic usable format. Images to be provided in jpg format in hi res print form

Any revisions, changes, additions or modifications outside of the provided revision outline may be subject to additional time and fees. EMC will alert client in writing before any additional fees have been incurred.

STOCK PHOTOGRAPHY

Stock art will be purchased and provided to client on a needed basis. All costs to be presented prior to purchase.

FEE SCHEDULE

2017 - 2018 | SCOPE DEFINED IN FEES:

KICK OFF

included

Kick off meeting with client
Data gathering and organization
Set up reporting and administrative tools

Phase 1 Activity Guide Development (AG) 11 Hours/\$95hr

Collect and organize draft client content for activity guide (AG)
Set up and layout content into template draft
Provide cover design ideas (if images available)
touch up and provide draft articles to client (PDF)
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STOCK PHOTOGRAPHY

Stock art will be purchased and provided to client on a needed basis. All costs to be presented prior to purchase.

FEE SCHEDULE



EMC BILLING RATES

EMC Design will provide design and production services at \$95 per hour. Eric Carlisle Will be the Project manager and main point of contact, as well as the project designer. This provides both senior level management and design and production skills for this project.

Fees for service as described above are based on our standard hourly rates in effect.

Senior Director	\$100–\$150/hour
Director	\$90–\$100/hour
Production Manager	\$80–\$90/hour
Web Developer	\$90–\$115/hour
Multimedia Programmer	\$100–\$115/hour
Video Editor	\$85–\$105/hour
3D Modeler	\$85–\$110/hour
Graphic Designer	\$75–\$90/hour
Studio Staff	\$65–\$80/hour
Technical Assistant	\$45–\$65/hour
Data Storage Fee	\$250*
Data Retrieval Fee (after 30 days of completion)	\$75/product

PAYMENT FOR SERVICES:

Payment for professional services and related expenses are due to the Consultant upon receipt of invoice. If fees are not paid within thirty (30) days of invoice date, Consultant may stop work, reassign staff, and the work product may be withheld. At sixty (60) days a charge of four percent (5%) will be added on the unpaid amount and interest shall be added at one and one-half percent (1.5%) per month from due date of invoice. Any cost related to the collection of fees, including attorney’s fees, shall be added to the cost of services.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-7, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.10 PROFESSIONAL SOLID WASTE AND RECYCLING CONSULTING SERVICES AGREEMENT WITH ECO/NOMICS, INC.

Council Member Carruth removed Item No. 3.10 from the Consent Calendar for additional information. Deputy City Manager Reynolds responded.

THE CITY COUNCIL AUTHORIZED THE MAYOR TO EXECUTE THE CONSULTING SERVICES AGREEMENT WITH ECONOMICS, INC., BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT. APPROVED BY A VOTE OF 5-0.

3.7 NO PARKING ZONES ON MILL CREEK DRIVE NORTHERLY OF RIDGE ROUTE DRIVE

Mayor Pro Tempore Sedgwick removed Item No. 3.7 from the Consent Calendar for additional information. Director of Public Services Rosenfield responded.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-14-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO PARKING ANYTIME ZONES AT SELECT LOCATIONS ON MILL CREEK DRIVE NORTHERLY OF RIDGE ROUTE DRIVE TO IMPROVE STREET SWEEPING ACCESS TO CATCH BASIN INLETS, BY M/MAYOR PRO TEMPORE SEDGWICK, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:14 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MAY 10, 2016

THE PLANNING AGENCY APPROVED THE MINUTES OF THE MAY 10, 2016, REGULAR MEETING, BY M/AGENCY MEMBER BLOUNT, S/AGENCY MEMBER GILBERT. APPROVED BY A VOTE OF 5-0.

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 8:15 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager gave no Administrative Reports.

6.2 Assistant City Manager

6.2.1 APPROVAL OF FISCAL YEAR 2016/2017 LAW ENFORCEMENT SERVICES AGREEMENT

Assistant City Manager White briefly reviewed the information provided in the Staff Report and responded to additional questions from City Council.

THE CITY COUNCIL APPROVED THE FISCAL YEAR 2016/2017 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 5-0.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES AND
UPDATES TO CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310,
AND NO. 313**

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADJUSTING THE COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES;" AND (3) APPROVE STAFF'S PROPOSED AMENDMENTS TO THE CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313 AS REFLECTED IN THE ATTACHMENTS TO THIS STAFF REPORT.

SUMMARY:

The purpose of this report is to share the results of staff's Community Center facility rental rate study and staff's edits to City Council Reservation Policies No. 309, No. 310, and No. 313. A work program under the current budget cycle is for the Community Services Department to "analyze the recreation and facility rental fees, compare with the surrounding communities, and update the City's reservation policies." In summary of staff's fee study, certain room rental rates are not recovering the costs to operate them over time. Also, the majority of our rates fall below the average of what other municipalities are charging. Therefore, staff is proposing new rental rate adjustments (see Attachment 6) considering that an increase of certain rates will bring them closer to the benchmark average of what other cities are charging. In addition, the proposed increases will help recover operating costs of certain room rentals. It should be noted that even with the proposed rate increases the majority of our rental rates will still be below what other cities are charging which will ensure that our facilities remain competitively priced. Staff's study was presented to the Parks and Recreation Commission on two separate occasions and in both cases the Commission approved staff's proposed rate changes and recommended that the City Council also approve the proposed rates. A public notice was posted in regards to the proposed rental rate increases as required for a public hearing.

In regards to the reservation policy updates, staff's proposed edits are largely minor formatting changes such as matching definitions to the definitions of the recent municipal code updates of Chapter 8-04. A few edits were included to account for clarification on how payment for facility permits is handled. The Parks and Recreation Commission was also presented with this information and did not have any comments on the policy updates.

BACKGROUND:

The City of Laguna Hills Community Services Department operates the 43,000 square-foot Community Center. The Laguna Hills Community Center continues to book twelve (12) months in advance for a variety of uses including meetings, wedding receptions, birthday parties, classes, and seminars, along with gym reservations. The City's current reservation policies divide facility users into five categories (user categories or user groups) as listed below:

- Category A (Resident Nonprofit)
- Category B (Resident Private)
- Category C (Non-Resident Nonprofit)
- Category D (Non-Resident Private)
- Category E (Commercial)

These user categories are described in greater detail in the Public Reservation and Fee Policy No. 310 (see Attachment 2). Needless to say, the City places a higher priority on accommodating the Laguna Hills' residential rental groups and, thereby, charges less for these groups than the non-resident and commercial groups. Also, the rental rates charged for the non-resident and commercial groups help to subsidize the costs of running some of the room rentals for the Laguna Hills' residential rental groups (i.e. resident nonprofit and resident private categories).

A work program in the City's current budget cycle is for staff to analyze the Community Center's facility rental fees in terms of operational costs and compare our rates with the rates of surrounding community facilities. Staff has completed its study and the methodology employed by staff consisted of two parts. First, staff determined the costs per hour to operate each Community Center room by calculating the square footage costs of utilities, maintenance and repair, janitorial services, and depreciation costs for each room. The labor costs to setup/teardown and support each room rental was also factored into the equation. An overhead percentage, based on the Willdan Financial Services' Cost Allocation Plan, was also applied to square footage and labor costs to arrive at the total per hour cost of each Community Center room rental.

The second part of the analysis involved a benchmark of the rental rates charged at the Laguna Hills facility to other municipal facility rental rates. Staff made a point to compare

only Community Center facilities in South Orange County, the results are included in Attachment 5. Other facilities such as hotel banquet rooms were also examined but were not included in the benchmark because the costs were too high and not comparable.

This type of in-depth fee study was first conducted in 2008/2009 which resulted in the City Council approving Resolution No. 2009-05-26-2. Rates for certain room rentals for certain user groups, per this Resolution, were increased and the City Council also established an inflation adjustment procedure to rental rates to occur every two years. Consequently, inflation adjustments to some of the rental rates occurred in July 2011, July 2013, and July 2015. It is important to note; however, that not all rates were adjusted in accordance to changes in inflation over the past several years; and the City Council considering this might be the case, advised staff to conduct a fee study every five years or so to ensure that rental fees stay competitive and are also recovering operational costs.

The process of developing the fee study involved bringing study results to the Parks and Recreation Commission on two separate occasions: one meeting on December 2, 2015, and the most recent on June 1, 2016. The Parks and Recreation Commission agreed with staff's proposed rate increases as long as the increases would not deter the public from using our facilities. Staff advised the Parks and Recreation Commission that we did not see this occurring because the increases bring the City's rates more in line with what other cities are charging and in most cases are still lower than other facilities. The Parks and Recreation Commission's final motion was to recommend to the City Council the approval of staff's proposed rental rates.

Staff's proposed rental rate increases are listed in Attachment 6 under the "Proposed Rate" column and require the attached Resolution (see Attachment 1) to be adopted by the City Council to be effective. The rates will go into effect the day after the adoption of the Resolution but will not impact the rates for Facility Permits that have already been approved by staff. Staff is recommending continuing with the two-year automatic adjustment to rates. Staff is not proposing any rate increases to gymnasium rentals at this time.

Staff's Community Center rental rate study is largely comprised of several spreadsheets, and some of the summary spreadsheets are included as attachments to this staff report for reference. An explanation of each of these attachments is provided below.

Attachment 3: "Cost and Fee Comparison Over Time – CURRENT FEES" represents staff's cost recovery study based on the existing rental fees. The first hour cost for each room includes the costs of labor for room setup and cleanup as well as the square footage costs. The second hour column represents the ongoing hourly square footage and labor costs to accommodate the room reservation. It is important to note with this spreadsheet that in some categories the City through time is able to recover its costs. An example of this is the Resident Private category for the Heritage Room (A, B, or C) weekend rental. However, in other cases the City is not able to recover the

costs in operating room rentals at existing rental rates (see Resident Non-Profit category for Heritage Room rental).

Attachment 4: “Cost and Fee Comparison Over Time – PROPOSED FEES” represents the same information as Attachment 3 except the fee revisions proposed by staff are factored into this worksheet. Notice that with certain fee increases the City is able to more effectively recover costs over reservation time.

Attachment 5: “City Benchmark Comparison” lists each Community Center Room and provides other city facilities as a comparison. Staff did its best to compare like facilities; yet, square footage would not always match to the City’s room so a “Rate per Sq. Ft.” calculation is provided on the spreadsheet as another comparison. The City Benchmark average is derived from this spreadsheet.

Attachment 6: “Proposed Fee and City Benchmark Averages” provides staff’s proposed fee increase considering the objective to recover operating costs and align fees closer to the City Benchmark Average where reasonable. Staff’s revisions to the current rental fees (Proposed Fee) are listed in column 3 on the worksheet. The City’s current fee (column 2), as well as the City Benchmark Average (column 5), are also listed on this worksheet for reference.

Another part of the work program assigned to staff is to update the City Council Reservation Policies. At this time, staff is bringing to the City Council policy updates related to facility rentals of the Community Center and Gymnasium (or Policy No. 309, No. 310, and No. 313). These policies provide the rules of renting facilities at the Community Center. Policy No. 309 and Policy No. 313 provide the current rental rates of the Community Center rooms and the gymnasium, respectively. Also, a further explanation of the user group categories is provided in Policy No. 310. Some of the updates to these policies are summarized below.

- Match definitions to the recent municipal code definition updates of Chapter 8-04 “Park and Recreation Facility Use Regulations.”
- Provide clarification on the handling for Facility Permit payment such as that the Community Services department cannot accept any cash payment of more than \$500 per person per day.
- Clarifies that quinceañeras, bar and bat mitzvahs are also included as activities with a youth emphasis and alcohol is not permitted.
- Increases the rate from \$15/hour to \$25/hour for each staff person assigned to after-hours reservation support.
- A revision to allow more staff discretion to determine which applicants would be charged a 50% surcharge for an event that generates revenue for the applicant.

FISCAL IMPACT:

Table 1 below reflects the impact on facility reservation revenue in the event that rates are increased as recommended by staff in this report. For this analysis, staff calculated the costs and revenue based on actual facility reservation hours during calendar year 2015. The total reservation hours for 2015 were also used to determine the impact to revenue in the event that staff's proposed rates were applied to these reservation hours for an entire year. As you can see from Table 1, the City recovered its costs during 2015 with a positive margin of \$7,945 under the current fee schedule. However, keep in mind that the Community Services Department has substantial, ongoing expenses to care for the Community Center facilities such as janitorial services, maintenance and repair, equipment and machinery repair, property management services, etc. The Community Services Department's budget for maintenance and repair alone is \$64,000 per year.

When factoring in the proposed rates, the revenue increases by \$14,440 to \$181,171 which results in a larger positive margin of \$22,385—some of which may be reduced by anticipated cost increases in personnel costs.

Table 1: Revenue and Cost Comparison Based on Calendar Year 2015 Reservation Hours			
	Total Revenue	Total Costs	Margin Positive/(Negative)
Current Fees	\$166,731	\$158,786	\$7,945
Proposed Fees	\$181,171	\$158,786 *	\$22,385

* This cost may increase due to the reason stated above.

Although the resident rental groups account for 76% of the total reservation hours for calendar year 2015, it is interesting to point out that the non-resident groups (including commercial) account for a larger percentage (at 53%) of the total increase of \$14,440, when compared to the resident rental groups share of that number (see Table 2). This supports staff's assertion made earlier in this staff report that the non-resident rental groups help to subsidize the cost to operate some of the resident group rentals.

Table 2: Rental Groups Reservation Hours and Share of Revenue Increase				
	2015 Reservation Hours	% of Reservation Hours	Increase in Revenue	% of Revenue Increase
Resident Rental Groups	1,388	76%	\$6,738	47%
Non-resident Rental Groups	444	24%	\$7,703	53%
Totals	1,832	100%	\$14,440	100%

ATTACHMENTS:

- Attachment 1 – City Council Draft Resolution
- Attachment 2 – City Council Reservation Policies (No. 309, No. 310, and No. 313)
(clean copies and redlined copies).
- Attachment 3 – Cost and Fee Comparison Over Time – CURRENT FEES
- Attachment 4 - Cost and Fee Comparison Over Time – PROPOSED FEES
- Attachment 5 – City Benchmark Comparison
- Attachment 6 – Proposed Fees and City Benchmark Averages

ATTACHMENT 1

RESOLUTION NO. 2016-06-28-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, ADJUSTING THE
COMMUNITY CENTER FACILITY AND GYMNASIUM
RENTAL RATES

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

WHEREAS, The Laguna Hills Community Center opened for public use on July 8, 2002; and

WHEREAS, the Community Center facility and gymnasium rental rates established for the July 8, 2002 opening where first revised by City Council at its July 22, 2003 meeting, with and effective date of January 1, 2004; and

WHEREAS, City staff first conducted a comprehensive facility rental rate study in 2009, and presented this information to the City Council at its May 26, 2009 meeting; and

WHEREAS, City staff's 2009 study examined the per hour costs to operate a room rental and also compared the City of Laguna Hills facility rental rates to other municipal facility rental rates; and

WHEREAS, on May 4, 2009, based on City staff's study, the City Council approved Resolution NO. 2009-05-26-2 which increased certain rental rates and also established an automatic adjustment to rates based on inflation every two years; and

WHEREAS, a work program in the current biennial budget cycle calls for staff to again analyze the recreation and facility rental fees and compare these fees with rental fees charged for similar facilities in surrounding municipalities; and

WHEREAS, City staff conducted another comprehensive Community Center facility rental rate study and determined that certain existing rental rates are not recovering the City's costs to operate a room rental and the majority of the City's Community Center facility rental rates are below what other surrounding municipalities are charging for similar facilities; and

WHEREAS, City staff is recommending that the City Council approve an increase to certain Community Center facility rental rates based on the results of the 2016 Community Center facility rental rate study.

WHEREAS, the proposed increase to certain Community Center facility rental rates would bring the City's rates more in line with what other municipalities are charging and would help the City recover operating costs for room rentals; and

ATTACHMENT 1

WHEREAS, City staff is not recommending that City Council increase any rental rates for gymnasium use at this time; and

WHEREAS, City staff is recommending that the City Council approve an automatic adjustment to the existing gymnasium rental rates and the proposed Community Center facility rental rates based on inflation every two years; and

WHEREAS, the Parks and Recreation Commission was presented with City staff's rental rate study materials on December 2, 2015, and on June 1, 2016, and recommended to the City Council to increase certain fees as proposed by City staff; and

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

SECTION 1. Community Center Facility Rental Rates.

- A. Adjust the Community Center facility rental rates as set forth below and update City Council Policy No. 309 accordingly:

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
Heritage Room (Full Banquet Room Rental)					
Weekday	\$110.00	\$140.00	\$165.00	\$200.00	\$250.00
Weekend	\$120.00	\$160.00	\$190.00	\$220.00	\$260.00
Overnight (flat fee per night)	\$160.00	\$210.00	\$260.00	\$315.00	\$365.00
Heritage Room A/B/C (1/3 of Banquet Room Rental)					
Weekday	\$60.00	\$70.00	\$100.00	\$115.00	\$140.00
Weekend	\$75.00	\$80.00	\$110.00	\$125.00	\$150.00
Overnight (flat fee per night)	\$75.00	\$105.00	\$135.00	\$160.00	\$185.00
Heritage Room - 2/3 of Banquet Room Rental (A+B, B+C)					
Weekday	\$85.00	\$100.00	\$135.00	\$160.00	\$200.00
Weekend	\$100.00	\$120.00	\$150.00	\$175.00	\$230.00
Overnight (flat fee per night)	\$75.00	\$105.00	\$135.00	\$160.00	\$185.00
Kitchen Use (Heritage Room)					
Full Use w/Rental of Room (Per Hour)	\$35.00	\$35.00	\$40.00	\$40.00	\$65.00

ATTACHMENT 1

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
Partial Use w/Rental of Room - Includes use of Refrigerator, Ice Machine (Flat Fee)	\$50.00	\$50.00	\$60.00	\$60.00	\$90.00
Kitchen Rental Only (Per Hour)	\$40.00	\$40.00	\$50.00	\$50.00	\$70.00
Large Classroom (A & B Combined)	\$45.00	\$50.00	\$60.00	\$80.00	\$100.00
Individual Classroom (A or B)	\$30.00	\$40.00	\$50.00	\$70.00	\$90.00
Kitchen Use (Classroom) <i>Kitchen rental without Classroom rental is not available</i>					
Partial Use - Includes use of Refrigerator, and Oven only (Flat Fee)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Art Room	\$30.00	\$40.00	\$50.00	\$70.00	\$90.00
Physical Activity Room	\$45.00	\$50.00	\$60.00	\$80.00	\$100.00
Tower Room	\$35.00	\$40.00	\$45.00	\$55.00	\$60.00
Plaza Rental	\$25.00	\$30.00	\$40.00	\$50.00	\$60.00
Alcohol Permit Fee (Flat Fee)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

Miscellaneous Fees

Cancellation Fees:

14 or more days: 25% of deposit
14 or fewer days: 50% of deposit

Lobby Rental Fee:

\$100 flat fee

Dance Floor Rental Fee:

16' x 20' = \$200 rental fee

AV System with Screen and Podium Rental:

\$75 flat fee

Deposit Fee:

\$250 – Deposit for events not serving alcohol
\$500 – Deposit for events serving alcohol or in excess of 75 guests

ATTACHMENT 1

- B. Update City Council Policy No. 313, under “A. Gymnasium Rates,” with the Community Center gymnasium rental rates table as set forth below:

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
One Court	\$25.00	\$50.00	\$65.00	\$100.00	\$120.00
Full Gymnasium	\$45.00	\$100.00	\$150.00	\$175.00	\$215.00
Full Gymnasium Overnight (flat fee per night)	\$70.00	\$185.00	\$300.00	\$350.00	\$430.00

- C. The adjusted rental rates as presented in Section 1, A and B, above, shall become effective upon adoption of this Resolution by City Council.

SECTION 2. Inflation Adjustment of Community Center Facility & Gymnasium Rental Rates Every Two Years.

- A. The Community Center facility & gymnasium rental rates, except for “Miscellaneous Fees” as listed above, shall be adjusted every other July 1, beginning July 1, 2018. The subsequent rental rate adjustment will be July 1, 2020 and so on. The change will be equal to the positive percentage change in the Consumer Price Index – All Urban Consumers, Los Angeles-Riverside-Orange County, All Items, Not Seasonally Adjusted, Series ID CUURA421SA0 (“CPI”) as measured from the July, 24 months prior to the rental rate adjustment, to the January preceding the rental rate adjustment. For example: the July 1, 2018 rate adjustment shall be based upon the CPI index change from July 2016, to January 2018.
- B. In the event that the change in the CPI is negative, no rate adjustment will be made for that year.
- C. The adjusted rental rate, based on the instructions provided in Section 2, A, above, will be rounded to the nearest \$5.00 increment.

ATTACHMENT 1

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2016.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YUENG, 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.
2016-06-28- adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 28th day of June 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YUENG, CITY CLERK

0000-00/06 Res.doc

Attachment 2

Updates to

City Council Reservation Policies NOS. 309, 310 & 313

(Clean Copies)

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

**SUBJECT: COMMUNITY CENTER FACILITY
RESERVATION POLICY**

POLICY No. 309

Effective Date: January 11, 2000

Last Revision: June 28, 2016

PURPOSE:

To establish procedures for the Community Services Department with respect to authorizing rental use of the Laguna Hills Community Center.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent procedure regarding the authorization of Community Center facility reservations.

PROCEDURE:

I. PRIORITY USE

Priority of use for Community Center reservations shall be as follows:

1. City programs, including those activities and events in which the City of Laguna Hills is cosponsoring.
2. Laguna Hills sports organizations directly sponsoring youth programs open to all applicants, local youth and adult organizations and groups such as service clubs, churches, and veterans, whose membership is open to the public provided such organization and/or group carries out its activities through an existing bona fide office, a recognized place of worship, or an existing recognized and established meeting place that is physically located within the City.
3. Residents of the City of Laguna Hills.
4. Local merchants of the City of Laguna Hills wishing to reserve and make use of facilities for an activity directly related to their business pursuits within the City.
5. Non-resident nonprofit organizations.

6. Non-resident individuals and businesses.

II. APPLICATION PROCESS

- A. Applicants must complete a Facility Permit application for Community Center facility use. The application must be received at least fourteen (14) days in advance. Requests received less than fourteen (14) days in advance will be granted if conditions allow and payment for these reservations shall be paid in full when the request is made and the application is approved.
- B. **A mandatory site meeting will be scheduled with the Facility Permit applicant and the City's facility coordinator at the Laguna Hills Community Center & Sports Complex.** The site meeting appointment should be made at least 14 days prior to the event. Any caterer or special event coordinator should also attend the site meeting. Failure to complete a site meeting could result in a cancellation of the event and forfeiture of fees and deposits. The applicant is the only person who may request changes to the reservation.
- C. All payments are due fourteen (14) calendar days prior to scheduled use. **Payments made less than fourteen (14) calendar days prior to use must be made in cash, cashier's check, or money order.** All receipts for payments and any reimbursements will be made to the Applicant only, regardless of payment source. Always identify payments by event date(s), facility, and reserving party's name.
- D. Usage time on the application must include all facility preparation, including the user's setup and decoration time by caterer and/or user, as well as cleanup time following use. Reservations are based upon use within the specified time period. Any additional use will be charged.
- E. Building rentals include the use of tables and chairs. Kitchen rental offers use of refrigerator/freezer, stove, oven(s), and microwave. Building staff will set up and break down the floor plan requested. However, due to other responsibilities, only one setup per group will be provided. Please do not request changes after the setup is complete.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

- F. Dependent upon the nature of the proposed activity or facility use, the City may, at its discretion, require the applicant to obtain, at his/her own expense, a comprehensive general liability insurance policy covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit from an insurer admitted within the State of California. This liability insurance policy must name as additional insureds, the City of Laguna Hills, its officers and employees. The City, depending on the nature of activity may also require that this insurance cover the applicant's participants as well as spectators or others attending the activity. Applicants required to provide liability insurance must provide the original Certificate of Insurance in the amount of \$1 million or more to the City Clerk via the Community Services Department for approval at least fourteen (14) days prior to reservation date.
- G. Community Center rentals in excess of 500 attendees may require a Special Event Permit, additional approvals from other City departments, and other requirements or documentation as determined by the Community Services Department based on the nature of the event.

III. POLICIES AND PROCEDURES

- A. General Rules
- Use of the kitchen must be included on the application form. If using a caterer, a copy of the caterer's license must be received at least 14 days before the event.
 - Kitchen facilities are not supplied with cooking utensils. These must be provided by the applicant and must all be removed promptly and completely upon conclusion of the event. Refrigerator space may be limited due to active, ongoing City programs.
 - Community Services staff are not authorized to sign for deliveries and are not authorized to permit any deliveries that vary from scheduled times. The Community Services Department cannot be held responsible for any items delivered early or left behind. The applicant or event contact person must accept all deliveries. The "set-up time" stated on the application form is the earliest time that any deliveries can be made.
 - Attendance cannot exceed occupancy for the rented rooms(s), as shown on the following Community Center floor plan.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

- The City is not responsible for personal injuries, damages, or stolen property.
- Equipment or furnishings shall not be removed or rearranged without prior written approval from the Community Services Director.
- Smoking is not permitted, indoors or outdoors, at the Community Center facility per the City's Municipal Code.
- Open flames (i.e. candles) will not be allowed in the facilities, unless specifically authorized in writing by the Community Services Department.
- Nails, staples, tape, and similar hardware may not be used to attach materials to walls or ceilings in the Heritage Room. All decorative and other items, such as signs, shall be removed by the end of the rental period. Do not drag heavy items on floors. Rice, confetti, glitter, or birdseed are not allowed.
- Due to the special flooring, hard-soled shoes, food, or beverages are not allowed in the physical activity room or the gymnasium.
- Violations of City ordinances, state law, or a Facility Permit's terms and conditions, by any user, will result in the immediate revocation of the permit and the cancellation of the remainder of the reservation. The individual or group will not be issued a permit for twelve months from date of the violation.

B. Alcoholic Beverages

- Alcoholic beverages are permitted only within the confines of the Laguna Hills Community Center building and adjacent patios and courtyard. Alcoholic beverages are limited to the use of white wine, champagne, and beer. Beer kegs are not allowed.
- Anyone requesting the use of alcoholic beverages must submit a proper application form with their facility use application. A \$50 alcohol permit fee will be charged to all applicants requesting to serve alcohol.
- Applications to serve alcoholic beverages will not be considered for approval for any activity with a youth emphasis. This includes activities for minors such as birthday parties, quinceaneras, bar and bat mitzvahs, or student activities.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

- Alcohol may not be served to minors. Alcoholic beverages are to be served only to persons 21 years of age and older. The applicant's failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable deposits and all rental fees which have been paid.
- All alcoholic beverages must be consumed inside the rented area of the facility.
- The consumption of alcoholic beverages is prohibited during set up and clean up time.
- An Alcohol Beverage Control (A.B.C.) License must be provided if alcohol is to be sold during the scheduled activity, if a donation is requested or admission is by donation, if admission is charged, or if presale is charged for an event where alcohol is present.
 1. It is the responsibility of the applicant to contact Alcohol Beverage Control to obtain a license. A letter regarding your event will be provided for you to present to the Alcohol Beverage Control License office. Contact Alcohol Beverage Control at:

28 Civic Center Plaza
Santa Ana, California
(714) 558-4101
 2. A copy of the A.B.C. license must be submitted to the Community Services Department at least five (5) calendar days prior to your event.

C. Community Center Facility Use Scheduling

- Community Services staff will be on hand to admit you to the rented facilities at the time you have specified on the application form. Renters will be allowed to occupy the facilities only during the times listed on the application.
- Building staff will set up all tables, chairs, and equipment according to the set up plans provided. If no set up plan is submitted, building staff will set up the building according to standard set up configurations for the type and size indicated on the application.
- Due to limited space, storage will not be provided for building rentals. All equipment, supplies, food, and decorations

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

brought in by renters must be removed by the renter before leaving the building and within the application rental time period.

D. Decorations

- Decorations must be flame retardant.
- Decorations with hay or straw are prohibited. Users and attendees shall not throw confetti, birdseed, popcorn, rice, or other material.

E. Community Center Facility Clean Up

- Facilities must be left in the same condition in which they were found. Community Services staff will provide renters with a clean-up checklist that should be filled out before and after the activity to determine needed clean up or repairs before and after the rental. If the facility is not cleaned up as found, the applicant will pay for cleaning costs which will be taken from applicant's cleaning deposit. If clean-up costs are more than the cleaning deposit, the applicant will be responsible for paying the difference.

F. Adjustment of Rental Rates

- The facility rental rates under **Section IV. Fees** of this policy will be adjusted for inflation every two (2) years per City Council Resolution.

IV. FEES – (UPDATED 7/1/2013)

The following rental fees are set by City Council Resolution.

COMMENT: *(Fees listed below will be updated according to June 28, 2016 Resolution)*****

Facility	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
Heritage Room					
Weekday	\$95.00/hr	\$125.00/hr	\$150.00/hr	\$190.00/hr	\$230.00/hr
Weekend	\$105.00/hr	\$155.00/hr	\$175.00/hr	\$215.00/hr	\$240.00/hr

**City Council Policy
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Community Center Facility Reservation Policy**

Facility	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
Overnight (flat fee per night)	\$160.00	\$210.00	\$260.00	\$315.00	\$365.00
Heritage Room A/B/C					
Weekday	\$50.00/hr	\$55.00/hr	\$80.00/hr	\$100.00/hr	\$110.00/hr
Weekend	\$55.00/hr	\$60.00/hr	\$85.00/hr	\$110.00/hr	\$125.00/hr
Overnight (flat fee per night)	\$75.00	\$105.00	\$135.00	\$160.00	\$185.00
Kitchen Use Fee (Large)					
Full Use w/Rental of Room (Per Hour)	\$35.00/hr	\$35.00/hr	\$35.00/hr	\$35.00/hr	\$60.00/hr
Partial Use w/Rental of Room (Flat Fee) Includes use of Refrigerator, Ice Machine	\$50.00	\$50.00	\$50.00	\$50.00	\$75.00
Kitchen Rental Only (Per Hour)	\$40.00/hr	\$40.00/hr	\$40.00/hr	\$40.00/hr	\$70.00/hr
Large Classroom	\$45.00/hr	\$50.00/hr	\$60.00/hr	\$70.00/hr	\$80.00/hr
Individual Classroom	\$30.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$65.00/hr
Kitchen Use Fee (Small)					
Partial Use (Flat Fee) Includes use of Refrigerator, and Oven only	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Kitchen Rental Only	Not Available	Not Available	Not Available	Not Available	Not Available
Art Room	\$30.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$65.00/hr
Physical Activity Room	\$30.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$60.00/hr
Tower Room	\$35.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$50.00/hr
Plaza Rental	\$25.00/hr	\$30.00/hr	\$40.00/hr	\$50.00/hr	\$60.00/hr
Alcohol Permit Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

Weekend Rate:

The weekend rate will begin at 5:00 p.m. on Fridays through 12:00 a.m. on Sundays.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

Cancellation Fees:

14 or more days: 25% of deposit
14 or fewer days: 50% of deposit

Early Arrival/Late Departure Fee:

Time and one-half hourly rental fee

Lobby Rental Fee:

\$50 flat fee

Dance Floor Rental Fee:

9' x 12' = \$100 rental fee
18' x 20' = \$200 rental fee

AV System with Screen and Podium Rental:

\$50 flat fee

Deposit Fee:

\$250 – Deposit for events not serving alcohol
\$500 – Deposit for events serving alcohol or in excess of 75 guests

Minimum Hourly Rental:

Two-hour minimum hourly rental – Heritage, Classroom, Art Room Only

ATTACHMENTS:

- Lower Floor Plan
- Upper Floor Plan

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

**SUBJECT: PUBLIC RESERVATION AND FEE
POLICY**

POLICY No. 310

Effective Date: September 23, 1997

Last Revision: June 28, 2016

DEFINITIONS:

As used in this policy and City Council Reservation and Use Policies 309, 311, 312, 313, 314, 316:

Alcoholic Beverages - means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

Athletic Fields or Courts- means all ball diamonds, soccer fields, roller hockey rinks, and volleyball, basketball, and tennis courts owned, operated, or maintained by the City.

Community Center – means any portion of, whether indoors or outdoors, the Laguna Hills Community Center building located at 25555 Alicia Parkway, Laguna Hills.

Department – means Community Services Department.

Director – means the Community Services Director, the Community Services Director's designee, the Deputy City Manager, or the Deputy City Manager's designee.

Eviction – means expulsion from a City Facility and, if applicable, revocation of a Facility Permit.

Exclusive Use – means the right to use a City Facility, or portion thereof, for any activity at a specified time, on one or more occasions, to the exclusion of others.

Facility(ies) – means all City owned or maintained property, whether indoors or outdoors.

Facility Permit – means written permission issued by the Director authorizing a person or group to conduct specified activities within a City Facility, and/or authorizing the exclusive use of a City Facility, or portion thereof, by such persons or groups.

Minors – means persons under 18 years of age.

Park – means all parks, park-related buildings, facilities and grounds, recreational facilities, recreational areas, athletic fields or courts, and open space areas owned, operated, maintained, or controlled by the City.

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Public Reservations and Fee Policy**

Person – means every individual, firm, corporation, joint venture, association, social club, or any group or combination activity as a unit.

Special Events – means a large gathering that may include but is not limited to a concert, special interest show or expo, market, fair, festival, community event or mass participation sport (such as a marathon, running event, tournament or bicycle race).

PURPOSE:

To establish procedures, in conjunction with the Park and Recreation Facility Use Regulations (City of Laguna Hills Municipal Code, Chapters 8-04, 8-10), and City Council Reservation and Use Policies 309, 311, 312, 313, 314, 316 with respect to authorizing reserved and exclusive use of City Facilities and Parks.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent procedure regarding the authorization of Facility and Park rental use.

PROCEDURE:

I. PERMITS

A Facility Permit must be obtained from the Community Services Department of the City of Laguna Hills, and all required deposits and fees paid before any Person shall occupy any part of a Facility on a reserved and exclusive-use basis or for any other activity listed in the Park and Recreation Facility Use Regulations (City of Laguna Hills Municipal Code, Chapters 8-04 and 8-10).

II. APPLICATION PROCESS

A Person (including groups, associations, firms, or corporations) seeking issuance of a Facility Permit shall file an application with the Community Services Department. The applicant must be the person who is representing the group, association, firm, or corporation and is responsible for the Facility reservation. The application shall state:

- The name and address of the applicant.

City Council Policy
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- The name and address of the person, persons, corporation, or association sponsoring the activity, together with a list of the responsible officers and directors to whom notices and claims for damages may be directed.
- The day and hours for which the permit is desired (including set up and clean up times).
- The portion of the Facility for which such permit is desired.
- A numerical estimate of the anticipated attendance.
- The percentage of the applicant group who are residents of the City of Laguna Hills. (Reasonable evidence of residential status may be required).
- Any other information that the City finds reasonable or necessary for the protection of a City Facility.

III. STANDARDS FOR ISSUANCE

The Community Services Department may issue a Facility Permit hereunder when it finds:

- That the proposed activity or use of a City Facility will not unreasonably interfere with general public enjoyment of other facilities;
- That the proposed activity or use will not unreasonably interfere with public health, welfare, safety, or recreation;
- That the proposed activity or use is not unlawful;
- That the proposed activity or use will not entail unusual, extraordinary, or burdensome expense to the City or require costly police support or assistance;
- That the City Facility desired has not been previously reserved;
- That the applicant, if applying on behalf of a firm, corporation, joint venture, association, social club, or any group or combination activity as a unit, be organized and in existence for at least thirty (30) days prior to seeking a Facility Permit;
- That required fees have been paid; and
- That, if applicable, evidence of insurance acceptable to the City has been provided.

IV. EFFECT OF PERMIT

A permittee shall be bound by all City rules and regulations, by all applicable City Ordinances and applicable provisions of state law, which are incorporated by reference as though fully set forth herein.

V. LIABILITY OF PERMITTEE AND RELEASE OF CITY

The applicant shall release City from any and all liability as stated in the Facility Permit.

VI. CASH PAYMENTS

Any cash payment for a Facility Permit deposit and/or fees is limited to \$500 per Person per day. Any balance due can be paid by credit card, cashier's check, personal check, or money order that same day. However, personal checks will not be accepted in the event a reservation date is less than fourteen (14) calendar days away.

VII. REVOCATION

The Department shall have the authority to summarily revoke a Facility Permit upon finding a violation of any provision, hereof, or upon finding a violation of any applicable City Ordinances, City rules and regulations, and/or state law.

VIII. APPEAL

If an application and/or a Facility Permit is denied by the Director, an appeal may be made to the City Manager in writing within five business days of the Director's decision. The City Manager is not required to consider a late-filed appeal. The City Manager's decision on the appeal is final.

IX. WAIVER OF FEES

Any and all applicable fees may be waived or reduced at the sole discretion of the City Manager, whose decision shall be final.

X. ACTIVITIES FOR MINORS

Activities for minors (i.e., persons under 18 years of age) must be supervised by responsible adults at the ratio of one adult for every twenty minors. The City may require the applicant to also retain and provide City approved private security personnel, at the expense of the applicant, to be in attendance throughout the event time specified on the Facility Permit.

XI. PRIORITY

Unless priority of use is specifically defined in City Council Reservation and Use Policies 309, 311, 312, 313, or 316, priority of use for all City Facilities shall be as follows:

1. City programs, including those activities and events that the City of Laguna Hills is cosponsoring.
2. Laguna Hills sports organizations directly sponsoring youth programs open to all applicants and predominately serving Laguna Hills youth. Local youth and adult organizations and groups such as service clubs, churches, and veterans, whose membership is open to the public, provided such organization and/or group carries out its activities through an existing bona fide office, an existing recognized place of worship, or an established meeting place that is physically located within the City of Laguna Hills.
3. Residents of the City of Laguna Hills.
4. Local merchants of the City of Laguna Hills wishing to reserve and make use of facilities for an activity directly related to their business pursuits within the City.
5. Non-resident nonprofit organizations.
6. Non-resident individuals and businesses.

XII. VERIFICATION OF CLASSIFICATION

CATEGORY A

Resident Nonprofit: Local clubs and organizations that are open to the general public and have their headquarters in the City of Laguna Hills. Application for nonprofit rentals must include a Federal Tax Exempt I.D. number, and may require proof of same by showing either a "Statement of Domestic Nonprofit Organization" filed with the State of California or nonprofit tax identification number.

CATEGORY B

Resident Private: Individuals, clubs, organizations, and other groups, with a City of Laguna Hills address, and/or where its participants/memberships are made up of at least 50% residents from the City of Laguna Hills. Proof of residency is required.

CATEGORY C

Non- Resident Nonprofit: Nonprofit clubs, organizations, and other groups that are non-residents of the City of Laguna Hills. Documentation required as stated above.

CATEGORY D

Non-Resident Private: Individuals, clubs, organizations, and other that are non-residents of the City of Laguna Hills.

CATEGORY E

Commercial: Business entities within or outside of the City of Laguna Hills boundaries.

XIII. POLICY INTERPRETATION

It is the policy of the City of Laguna Hills to grant the Department administrative discretion to interpret and adjust the general rules of this policy and City Council Reservation and Use Policies 309, 311, 312, 313, 314, and 316 to meet specific needs of applicants and the City. Appeals must be made to the City Manager whose decision shall be final.

XIV. RULES AND REGULATIONS FOR ALL USERS

- Where determined to be necessary and applicable by the Department, special cleaning costs and/or use of City personnel required shall be paid by the applicant in addition to the rental fee.
- The status of organization must be proved by the applicant to the satisfaction of the Department. Any applicant requesting a nonprofit classification must attach written verification and proof of nonprofit status to application.
- Any group using City Facilities outside of the established hours of operation shall pay \$25 for each or any part of an hour for each City staff member assisting with the Facility reservation, in addition to the regular rental fee.
- Clean up/damage deposit fees may be required by the City prior to use of a Facility. Return of clean-up damage deposit (or portion thereof) will be made within 45 days from the date of Facility use, only if the Facility has been left in a condition and manner acceptable to the City.
- It is understood that all applicants shall be responsible for cleaning all equipment and City Facilities, unless otherwise provided for at the time of application.
- All applicants must arrange to meet with Department staff at least fourteen (14) days before event to personally review needs, set up, etc.
- Reservations for a City Facility will not be approved for any dates beyond twelve (12) months in advance.

City Council Policy
No. 310
Public Reservations and Fee Policy

- Any cancellation of a scheduled Facility must be made in advance, according to the relevant policy and in writing to the City of Laguna Hills, 25555 Alicia Parkway, Laguna Hills, CA.
- Dependent upon the nature of the proposed activity or Facility use, the City may, at its discretion, require the applicant to obtain, at his/her own expense, a comprehensive general liability insurance policy covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit from an insurer admitted within the State of California. This liability insurance policy must name, as additional insureds, the City of Laguna Hills, its officers and employees. The City, depending on the nature of activity may also require that this insurance cover the applicant's participants as well as spectators or others attending the activity. These insurance provisions will be required based on City review of the proposed activity and be made on a case-by-case basis.
- Specifically, at dances and at such other occasions when, in the opinion of the Department, it is considered necessary, the assignment of one or more private security officers approved by the City (uniformed or plain clothes according to conditions) may be required. The cost to retain private security shall be borne by the applicant.
- Under no circumstances shall City equipment be removed from a Facility, except with express written approval of the Director.
- Users of City Facilities shall comply with all applicable state and federal laws and regulations, as well as with all applicable City Ordinances. User conduct or behavior that disrupts, disturbs, or otherwise impedes the orderly conduct of the scheduled activity permitted, or with the administration of City Facilities by City personnel, is prohibited. Users who engage in such disruptive conduct shall be barred from further participation at City Facilities during that day. Failure to abide by this provision shall result in the immediate revocation of the Facility Permit, without refund of fees paid, and the applicant shall be barred from further participation and attendance at the City Facility during that day.
- A Facility Permit may not be transferred, assigned, or sublet.
- All applicants are responsible for controlling noise that may be disturbing to other activities within the facility, or the surrounding neighborhood. Failure to abide by this provision shall result in immediate revocation of the Facility Permit and the applicant shall be barred from further participation at the City facilities during that day.
- Reservations will only be issued to persons 18 years of age and older, unless the application includes the use of alcoholic beverages in which case, reservations will only be issued to persons 21 years of age or older.

City Council Policy
No. 310
Public Reservations and Fee Policy

- If applying for an organization, the applicant must also have official authorization to apply on behalf of the organization.
- Any person or group causing property or equipment damage to City Facilities, including damage or defacement to park amenities such as grass and foliage, will be required to pay for such damage (based on current cost of repair or replacement as established by the City). Until such payment is received, the City shall have the right to cancel the applicant's current permit and reject future applications.
- The entire time needed to prepare food, decorate the facilities, or set-up before the event, and to completely clean up after the event must be reserved by the applicant and must be stated on the application form. Early arrival or late departure, by a caterer or any member of the applicant's party will result in additional fees.
- Major events in excess of 500 attendees may require a Special Event Permit, additional approvals from other City departments, and other requirements or documentation as determined by the Community Services Department based on the nature of the event.
- The name, address, and telephone numbers of the Community Services Department or the Laguna Hills Community Center and Sports Complex may not be used as the official address or telephone number of any individual or groups using the facilities.
- Smoking in City Parks and the Community Center facility is prohibited per the City of Laguna Hills Municipal Code.
- An additional 50% surcharge may be added to a reservation's hourly rental fees for uses that have the intended purpose of generating revenue for an individual, club, business entity, and/or organization not defined in Category A.

ATTACHMENTS:

- None

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

**SUBJECT: GYMNASIUM RENTAL AND USE
POLICY**

POLICY No. 313

Effective Date: January 11, 2000

Last Revision: June 28, 2016

PURPOSE:

To establish a policy regulating the use of the Laguna Hills Community Center and Sports Complex gymnasium facility.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent procedure regarding the authorization of gymnasium rental and use.

PROCEDURE:

I. PRIORITY USE

Scheduling preference for gymnasium dates shall be considered in accordance with the following criteria:

- A. Community Services Department programs and tournaments or tournaments cosponsored by the City of Laguna Hills.
- B. Not for profit Laguna Hills sports organizations directly sponsoring youth programs open to all applicants and predominately serving Laguna Hills youth.
- C. Charitable, nonprofit organizations servicing the Laguna Hills area and areas outside the Laguna Hills community.
- D. All other groups.

II. APPLICATION PROCESS

- A. Applicants must complete a Facility Permit application for gymnasium use. The application must be received at least fourteen (14) days in advance. Requests received less than fourteen (14) days in advance will be granted if conditions allow.

III. POLICIES AND PROCEDURES

- A. Game and practice schedules must allow for a forty-five (45) minute pause between the start and finish of each individually scheduled practice and/or game to allow for adequate parking. Game schedules must be attached to the Facility Permit application.
- B. Special approval must be obtained for the use of amplified music or a public address system. A letter requesting approval should be addressed to the Director of Community Services and should be submitted with the application.
- C. Due to the special flooring, hard-soled shoes, food, or beverages are not allowed in the gymnasium.
- D. All fees must be paid at the time of application.
- E. Dependent upon the nature of the proposed activity or gymnasium use, the City may, at its discretion, require the applicant to obtain, at his/her own expense, a comprehensive general liability insurance policy covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit from an insurer admitted in the State of California. This liability insurance policy must name, as additional insureds, the City of Laguna Hills, its officers and employees. The City, depending on the nature of activity may also require that this insurance cover the applicant's participants as well as spectators or others attending the activity. These insurance provisions shall be submitted to the City Clerk via the Community Services Department for approval at least seven (7) days prior to reservation date. The reservation will not be permitted if these insurance requirements are not met.
- F. Applicant is responsible for cleanup following the reservation period. Groups failing to perform cleanup after their activity will be billed based on current cost of repair, cleanup, or replacement as established by the City.
- G. **ALCOHOL IS PROHIBITED.** No person shall consume, possess, sell, or transfer any alcoholic beverages within the gymnasium facility.
- H. Smoking in the gymnasium is prohibited per City Ordinance.

**City Council Policy
No. 313
Gymnasium Rental and Use Policy**

- I. **Gymnasium rentals in excess of 500 attendees may require a Special Event Permit, additional approvals from other City departments, and other requirements or documentation as determined by the Community Services Department based on the nature of event.**
- J. The rental rates under **Section IV., A. Gymnasium Rates** of this policy shall be adjusted for inflation every two (2) years per City Council Resolution.
- K. The rental rates under **Section IV., B. Laguna Hills Youth Sports Organization Gymnasium Rates** of this policy shall be adjusted every two (2) years per City Council Resolution.

IV. FEES

The following fees are set by City Council Resolution.

A. Gymnasium Rates – (Updated 07/01/2013)

COMMENT: ***(Table below will be updated according to June 28, 2016 Resolution)***

Type of Use	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
One Court	\$25.00/hr	\$50.00/hr	\$65.00/hr	\$100.00/hr	\$120.00/hr
Full Gymnasium	\$45.00/hr	\$100.00/hr	\$150.00/hr	\$175.00/hr	\$215.00/hr
Full Gymnasium Overnight (flat fee per night)	\$70.00	\$185.00	\$300.00	\$350.00	\$430.00

B. Laguna Hills Youth Sports Organization Gymnasium Rates

The following rates will apply to a Laguna Hills not-for-profit youth sports organization that is comprised predominately of Laguna Hills resident youths and the sports organization is open to all youth applicants. In addition, the youth sports organization is administered by volunteer Laguna Hills residents that serve as officers, coaches, commissioners, or board of directors.

**City Council Policy
No. 313
Gymnasium Rental and Use Policy**

Application for Laguna Hills Youth Sports Organization gymnasium use must include a Federal Tax Exempt I.D. number, and may require proof of same by showing either a “Statement of Domestic Nonprofit Organization” filed with the State of California or nonprofit tax identification number. Appropriate documentation to verify Resident Nonprofit status may also be requested which includes, but is not limited to, team rosters, utility bills from team player’s place of residence, sports organization’s bylaws, mission statements or equivalent.

Type of Use	Youth Sport Organization
Without Lights	
One Court	No charge
Full Gymnasium	No charge
With Lights	
One Court	\$15.00/hr
Full Gymnasium	\$30.00/hr
Full Gymnasium Overnight (flat fee per night)	\$70.00

ATTACHMENTS:

- None

Attachment 2

Updates to

City Council Reservation Policies NOS. 309, 310 & 313

(Redlined Copies)

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY
SUBJECT: COMMUNITY CENTER FACILITY
RESERVATION POLICY
POLICY No. 309

Effective Date: January 11, 2000
Last Revision: ~~July 1, 2013~~ June 28, 2016

PURPOSE:

To establish procedures for the Community Services Department with respect to authorizing rental use of the Laguna Hills Community Center.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent procedure regarding the authorization of Community Center facility reservations.

PROCEDURE:

I. PRIORITY USE

Priority of use for Community Center reservations shall be as follows:

1. City programs, including those activities and events in which the City of Laguna Hills is cosponsoring.
2. Laguna Hills sports organizations directly sponsoring youth programs open to all applicants, local youth and adult organizations and groups such as service clubs, churches, and veterans, whose membership is open to the public provided such organization and/or group carries out its activities through an existing bona fide office, a recognized place of worship, or an existing recognized and established meeting place that is physically located within the City.
3. Residents of the City of Laguna Hills.
4. Local merchants of the City of Laguna Hills wishing to reserve and make use of facilities for an activity directly related to their business pursuits within the City.
5. Non-resident nonprofit organizations.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

6. Non-resident individuals and businesses.

II. APPLICATION PROCESS

- A. Applicants must complete a Facility Permit application for Community Center facility use. The application must be received at least fourteen (14) days in advance. Requests received less than fourteen (14) days in advance will be granted if conditions allow and payment for these reservations shall be paid in full when the request is made and the application is approved.
- B. **A mandatory site meeting will be scheduled with the Facility Permit applicant and the City's facility coordinator at the Laguna Hills Community Center & Sports Complex.** The site meeting appointment should be made at least 14 days prior to the event. Any caterer or special event coordinator should also attend the site meeting. Failure to complete a site meeting could result in a cancellation of the event and forfeiture of fees and deposits. The applicant is the only person who may request changes to the reservation.
- C. All payments are due fourteen (14) calendar days prior to scheduled use. **Payments made less than fourteen (14) calendar days prior to use must be made in cash, cashier's check, or money order.** All receipts for payments and any reimbursements will be made to the Applicant only, regardless of payment source. Always identify payments by event date(s), facility, and reserving party's name.
- D. Usage time on the application must include all facility preparation, including the user's setup and decoration time by caterer and/or user, as well as cleanup time following use. Reservations are based upon use within the specified time period. Any additional use will be charged.
- E. Building rentals include the use of tables and chairs. Kitchen rental offers use of refrigerator/freezer, stove, oven(s), and microwave. Building staff will set up and break down the floor plan requested. However, due to other responsibilities, only one setup per group will be provided. Please do not request changes after the setup is complete.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

- F. Dependent upon the nature of the proposed activity or facility use, the City may, at its discretion, require the applicant to obtain, at his/her own expense, a comprehensive general liability insurance policy covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit from an insurer admitted within the State of California. This liability insurance policy must name as additional insureds, the City of Laguna Hills, its officers and employees. The City, depending on the nature of activity may also require that this insurance cover the applicant's participants as well as spectators or others attending the activity. Applicants required to provide liability insurance must provide the original Certificate of Insurance in the amount of \$1 million or more to the City Clerk via the Community Services Department for approval at least fourteen (14) days prior to reservation date.
- G. Community Center rentals in excess of 500 attendees may require a Special Event Permit, additional approvals from other City departments, and other requirements or documentation as determined by the Community Services Department based on the nature of the event.

III. POLICIES AND PROCEDURES

- A. General Rules
- Use of the kitchen must be included on the application form. If using a caterer, a copy of the caterer's license must be received at least 14 days before the event.
 - Kitchen facilities are not supplied with cooking utensils. These must be provided by the applicant and must all be removed promptly and completely upon conclusion of the event. Refrigerator space may be limited due to active, on-going City programs.
 - Community Services staff are not authorized to sign for deliveries and are not authorized to permit any deliveries that vary from scheduled times. The Community Services Department cannot be held responsible for any items delivered early or left behind. The applicant or event contact person must accept all deliveries. The "set-up time" stated on the application form is the earliest time that any deliveries can be made.
 - Attendance cannot exceed occupancy for the rented room(s), as shown on the following Community Center floor plan.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

- The City is not responsible for personal injuries, damages, or stolen property.
- Equipment or furnishings shall not be removed or rearranged without prior written approval from the Community Services Director.
- Smoking is not permitted, indoors or outdoors, at the Community Center facility per the City's Municipal Code.
- Open flames (i.e., candles) will not be allowed in the facilities, unless specifically authorized in writing by the Community Services Department.
- Nails, staples, tape, and similar hardware may not be used to attach materials to walls or ceilings in the Heritage Room. All decorative and other items, such as signs, shall be removed by the end of the rental period. Do not drag heavy items on floors. Rice, confetti, glitter, or birdseed are not allowed.
- Due to the special flooring, hard-soled shoes, food, or beverages are not allowed in the physical activity room or the gymnasium.
- Violations of City ordinances, state law, or a Facility Permit's terms and conditions, by any user, will result in the immediate revocation of the permit and the cancellation of the remainder of the reservation. The individual or group will not be issued a permit for twelve months from date of the violation.

B. Alcoholic Beverages

- Alcoholic beverages are permitted only within the confines of the Laguna Hills Community Center building and adjacent patios and courtyard. Alcoholic beverages are limited to the use of white wine, champagne, and beer. Beer kegs are not allowed.
- Anyone requesting the use of alcoholic beverages must submit a proper application form with their facility use application. A \$50 alcohol permit fee will be charged to all applicants requesting to serve alcohol.
- Applications to serve alcoholic beverages will not be considered for approval for any activity with a youth emphasis. This includes ~~such~~ activities for minors such as birthday parties, quinceaneras, bar and bat mitzvahs, for minors or or student activities.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

- Alcohol may not be served to minors. Alcoholic beverages are to be served only to persons 21 years of age and older. The applicant's failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable deposits and all rental fees which have been paid.
- All alcoholic beverages must be consumed inside the rented area of the facility.
- The consumption of alcoholic beverages is prohibited during set up and clean up time.
- An Alcohol Beverage Control (A.B.C.) License must be provided if alcohol is to be sold during the scheduled activity, if a donation is requested or admission is by donation, if admission is charged, or if presale is charged for an event where alcohol is present.

1. It is the responsibility of the applicant to contact Alcohol Beverage Control to obtain a license. A letter regarding your event will be provided for you to present to the Alcohol Beverage Control License office. Contact Alcohol Beverage Control at:

28 Civic Center Plaza
Santa Ana, California
(714) 558-4101

2. A copy of the A.B.C. license must be submitted to the Community Services Department at least five (5) calendar days prior to your event.

C. Community Center Facility Use Scheduling

- Community Services staff will be on hand to admit you to the rented facilities at the time you have specified on the application form. Renters will be allowed to occupy the facilities only during the times listed on the application.
- Building staff will set up all tables, chairs, and equipment according to the set up plans provided. If no set up plan is submitted, building staff will set up the building according to standard set up configurations for the type and size indicated on the application.
- Due to limited space, storage will not be provided for building rentals. All equipment, supplies, food, and decorations

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

brought in by renters must be removed by the renter before leaving the building and within the application rental time period.

D. Decorations

- Decorations must be flame retardant.
- Decorations with hay or straw are prohibited. Users and attendees shall not throw confetti, birdseed, popcorn, rice, or other material.

E. Community Center Facility Clean Up

- Facilities must be left in the same condition in which they were found. Community Services staff will provide renters with a clean-up checklist that should be filled out before and after the activity to determine needed clean up or repairs before and after the rental. If the facility is not cleaned up as found, the applicant will pay for cleaning costs which will be taken from applicant's cleaning deposit. If clean-up costs are more than the cleaning deposit, the applicant will be responsible for paying the difference.

F. Adjustment of Rental Rates

- The facility rental rates under **Section IV. Fees** of this policy will be adjusted for inflation every two (2) years per City Council Resolution ~~No. 2009-05-26-2 and City Council Resolution No. 2010-06-22-6.~~

IV. FEES – (UPDATED 7/1/2013)

The following rental fees are set by City Council Resolution.

COMMENT: **(Fees listed below will be updated according to June 28, 2016 Resolution)**

Facility	A RESIDENT NON-PROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NON-PROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
Heritage Room					
Weekday	\$95.00/hr	\$125.00/hr	\$150.00/hr	\$190.00/hr	\$230.00/hr
Weekend	\$105.00/hr	\$155.00/hr	\$175.00/hr	\$215.00/hr	\$240.00/hr

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**City Council Policy
No. 309
Community Center Facility Reservation Policy**

Facility	A RESIDENT NON-PROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NON-PROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
Overnight (flat fee per night)	\$160.00	\$210.00	\$260.00	\$315.00	\$365.00
Heritage Room A/B/C					
Weekday	\$50.00/hr	\$55.00/hr	\$80.00/hr	\$100.00/hr	\$110.00/hr
Weekend	\$55.00/hr	\$60.00/hr	\$85.00/hr	\$110.00/hr	\$125.00/hr
Overnight (flat fee per night)	\$75.00	\$105.00	\$135.00	\$160.00	\$185.00
Kitchen Use Fee (Large)					
Full Use w/Rental of Room (Per Hour)	\$35.00/hr	\$35.00/hr	\$35.00/hr	\$35.00/hr	\$60.00/hr
Partial Use w/Rental of Room (Flat Fee) Includes use of Refrigerator, Ice Machine	\$50.00	\$50.00	\$50.00	\$50.00	\$75.00
Kitchen Rental Only (Per Hour)	\$40.00/hr	\$40.00/hr	\$40.00/hr	\$40.00/hr	\$70.00/hr
Large Classroom	\$45.00/hr	\$50.00/hr	\$60.00/hr	\$70.00/hr	\$80.00/hr
Individual Classroom	\$30.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$65.00/hr
Kitchen Use Fee (Small)					
Partial Use (Flat Fee) Includes use of Refrigerator, and Oven only	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Kitchen Rental Only	Not Available	Not Available	Not Available	Not Available	Not Available
Art Room	\$30.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$65.00/hr
Physical Activity Room	\$30.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$60.00/hr
Tower Room	\$35.00/hr	\$40.00/hr	\$45.00/hr	\$50.00/hr	\$50.00/hr
Plaza Rental	\$25.00/hr	\$30.00/hr	\$40.00/hr	\$50.00/hr	\$60.00/hr
Alcohol Permit Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

Weekend Rate:

The weekend rate will begin at 5:00 p.m. on Fridays through 12:00 a.m. on Sundays.

**City Council Policy
No. 309
Community Center Facility Reservation Policy**

Cancellation Fees:

- 14 or more days: 25% of deposit
- 14 or fewer days: 50% of deposit

Early Arrival/Late Departure Fee:

Time and one-half hourly rental fee

Lobby Rental Fee:

\$50 flat fee

Dance Floor Rental Fee:

- 9' x 12' = \$100 rental fee
- 18' x 20' = \$200 rental fee

AV System with Screen and Podium Rental:

\$50 flat fee

Deposit Fee:

- \$250 – Deposit for events not serving alcohol
- \$500 – Deposit for events serving alcohol or in excess of 75 guests

Minimum Hourly Rental:

Two-hour minimum hourly rental – Heritage, Classroom, Art Room Only

ATTACHMENTS:

- Lower Floor Plan
- Upper Floor Plan

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CITY OF LAGUNA HILLS



CITY COUNCIL POLICY SUBJECT: PUBLIC RESERVATION AND FEE POLICY POLICY No. 310

Effective Date: September 23, 1997
Last Revision: ~~June 22, 2010~~ June 28, 2016

DEFINITIONS:

As used in this policy and City Council Reservation and Use Policies 309, 311, 312, 313, 314, 316:

Alcoholic Beverages - ~~means beer, wine, malt liquor, or distilled spirits~~
means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

Athletic Fields or Courts - ~~means baseball and softball diamonds, and fields used for sport activity such as soccer or lacrosse, etc., and are owned and operated by the City~~
all ball diamonds, soccer fields, roller hockey rinks, and volleyball, basketball, and tennis courts owned, operated, or maintained by the City.

Community Center - means any portion of, whether indoors or outdoors, the Laguna Hills Community Center building located at 25555 Alicia Parkway, Laguna Hills.

Department - means Community Services Department.

Director - means the Community Services Director, the Community Services Director's designee, the Deputy City Manager, or the Deputy City Manager's designee ~~or his or her designee.~~

Eviction - means expulsion from a City Facility and, if applicable, revocation of a Facility Permit.

Exclusive Use - means the right to use a City Facility, or portion thereof, for any activity at a specified time, on one or more occasions, to the exclusion of others.

Facility(ies) - means all City owned or maintained property, whether indoors or outdoors.

Facility Permit - means written permission issued by the Director ~~for a specified use of a City Facility or Park by approval and issuance of a "Community Center Facility Use Application & Permit", or an "Athletic Fields/Park Use Application and Permit"~~ authorizing a person or group to conduct specified activities within a City Facility, and/or authorizing the exclusive use of a City Facility, or portion thereof, by such persons or groups.

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**City Council Policy
No. 310
Public Reservations and Fee Policy**

Minors – means persons under 18 years of age.

Park – ~~means all City parks (including all park amenities), open space areas, skate park, and roller hockey rink owned and operated by the City for park, recreation, or open space purposes~~means all parks, park-related buildings, facilities and grounds, recreational facilities, recreational areas, athletic fields or courts, and open space areas owned, operated, maintained, or controlled by the City.

Person – means every individual, firm, corporation, joint venture, association, social club, or any group or combination activity as a unit.

Special Events – means a large gathering that may include but is not limited to a concert, special interest show or expo, market, fair, festival, community event or mass participation sport (such as a marathon, running event, tournament or bicycle race).

PURPOSE:

To establish procedures, in conjunction with the Park and Recreation Facility Use Regulations (City of Laguna Hills Municipal Code, Chapters 8-04, 8-10), and City Council Reservation and Use Policies 309, 311, 312, 313, 314, 316 with respect to authorizing reserved and exclusive use of City Facilities and Parks.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent procedure regarding the authorization of Facility and Park rental use.

PROCEDURE:

I. PERMITS

A Facility Permit must be obtained from the Community Services Department of the City of Laguna Hills, and all required deposits and fees paid before any ~~person~~Person shall occupy any part of a Facility on a reserved and exclusive-use basis or for any other activity listed in the Park and Recreation Facility Use Regulations (City of Laguna Hills Municipal Code, Chapters 8-04 and 8-10).

II. APPLICATION PROCESS

**City Council Policy
No. 310
Public Reservations and Fee Policy**

A Person (including groups, associations, firms, or corporations) seeking issuance of a Facility Permit shall file an application with the Community Services Department. The applicant must be the person who is representing the group, association, firm, or corporation and is responsible for the Facility reservation. The application shall state:

- The name and address of the applicant.
- The name and address of the person, persons, corporation, or association sponsoring the activity, together with a list of the responsible officers and directors to whom notices and claims for damages may be directed.
- The day and hours for which the permit is desired (including set up and clean up times).
- The portion of the Facility for which such permit is desired.
- A numerical estimate of the anticipated attendance.
- The percentage of the applicant group who are residents of the City of Laguna Hills. (Reasonable evidence of residential status may be required).
- Any other information that the City finds reasonable or necessary for the protection of a City Facility.

III. STANDARDS FOR ISSUANCE

The Community Services Department may issue a Facility Permit hereunder when it finds:

- That the proposed activity or use of a City Facility will not unreasonably interfere with general public enjoyment of other facilities;
- That the proposed activity or use will not unreasonably interfere with public health, welfare, safety, or recreation;
- That the proposed activity or use is not unlawful;
- That the proposed activity or use will not entail unusual, extraordinary, or burdensome expense to the City or require costly police support or assistance;
- That the City Facility desired has not been previously reserved;
- That the applicant, if applying on behalf of a firm, corporation, joint venture, association, social club, or any group or combination activity as a unit, be organized and in existence for at least thirty (30) days prior to seeking a Facility Permit;
- That required fees have been paid; and

**City Council Policy
No. 310
Public Reservations and Fee Policy**

- That, if applicable, evidence of insurance acceptable to the City has been provided.

IV. EFFECT OF PERMIT

A permittee shall be bound by all City rules and regulations, by all applicable City Ordinances and applicable provisions of state law, which are incorporated by reference as though fully set forth herein.

V. LIABILITY OF PERMITTEE AND RELEASE OF CITY

The applicant shall release City from any and all liability as stated in the Facility Permit.

VI. CASH PAYMENTS

Any cash payment for a Facility Permit deposit and/or fees is limited to \$500 per Person per day. Any balance due can be paid by credit card, cashier's check, personal check, or money order that same day. However, personal checks will not be accepted in the event a reservation date is less than fourteen (14) calendar days away.

**City Council Policy
No. 310
Public Reservations and Fee Policy**

~~VI.~~VII. REVOCATION

The Department shall have the authority to summarily revoke a Facility Permit upon finding a violation of any provision, hereof, or upon finding a violation of any applicable City Ordinances, City rules and regulations, and/or state law.

~~VII.~~VIII. APPEAL

If an application and/or a Facility Permit is denied by the Director, an appeal may be made to the City Manager in writing within five business days of the Director's decision. The City Manager is not required to consider a late-filed appeal. The City Manager's decision on the appeal is final.

~~VIII.~~IX. WAIVER OF FEES

Any and all applicable fees may be waived or reduced at the sole discretion of the City Manager, whose decision shall be final.

~~IX.~~X. ACTIVITIES FOR MINORS

Activities for minors (i.e., persons under 18 years of age) must be supervised by responsible adults at the ratio of one adult for every twenty minors. The City may require the applicant to also retain and provide City approved private security personnel, at the expense of the applicant, to be in attendance throughout the event time specified on the Facility Permit.

~~X.~~XI. PRIORITY

Unless priority of use is specifically defined in City Council Reservation and Use Policies 309, 311, 312, 313, or 316, priority of use for all City Facilities shall be as follows:

1. City programs, including those activities and events that the City of Laguna Hills is cosponsoring.
2. Laguna Hills sports organizations directly sponsoring youth programs open to all applicants and predominately serving Laguna Hills youth. Local youth and adult organizations and groups such as service clubs, churches, and veterans, whose membership is open to the public, provided such organization and/or group carries out its activities through an existing bona fide office, an existing recognized place of worship, or an established meeting place that is physically located within the City of Laguna Hills.~~Laguna Hills sports organizations directly~~

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**City Council Policy
No. 310
Public Reservations and Fee Policy**

~~sponsoring youth programs open to all applicants and predominately serving Laguna Hills youth.~~

~~3. Local youth and adult organizations and groups such as, service, church, and veterans, whose membership is open to the public, provided such organization and/or group carries out its activities through an existing bona fide office, an existing recognized place of worship, or an established meeting place that is physically located within the City.~~

~~4-3.~~ Residents of the City of Laguna Hills.

~~5-4.~~ Local merchants of the City of Laguna Hills wishing to reserve and make use of facilities for an activity directly related to their business pursuits within the City.

~~6-5.~~ Non-resident nonprofit organizations.

~~7-6.~~ Non-resident individuals and businesses.

~~XI.~~XII. VERIFICATION OF CLASSIFICATION

CATEGORY A

Resident Non-~~P~~profit: Local clubs and organizations that are open to the general public and have their headquarters in the City of Laguna Hills. Application for non-profit rentals must include a Federal Tax Exempt I.D. number, and may require proof of same by showing either a "Statement of Domestic Non-~~P~~profit Organization" filed with the State of California or non-profit tax identification number.

CATEGORY B

Resident Private: Individuals, clubs, organizations, and other groups, with a City of Laguna Hills address, and/or where its participants/memberships are made up of at least 50% residents from the City of Laguna Hills. Proof of residency is required.

CATEGORY C

Non- Resident Non-~~P~~Profit: Non-profit clubs, organizations, and other groups that are non-residents of the City of Laguna Hills. Documentation required as stated above.

CATEGORY D

Non-Resident Private: Individuals, clubs, organizations, and other that are non-residents of the City of Laguna Hills.

CATEGORY E

Commercial: Business entities within or outside of the City of Laguna Hills boundaries.

**City Council Policy
No. 310
Public Reservations and Fee Policy**

XII.XIII. POLICY INTERPRETATION

It is the policy of the City of Laguna Hills to grant the Department administrative discretion to interpret and adjust the general rules of this policy and City Council Reservation and Use Policies 309, 311, 312, 313, 314, and 316 to meet specific needs of applicants and the City. Appeals must be made to the City Manager whose decision shall be final.

XIII.XIV. RULES AND REGULATIONS FOR ALL USERS

- Where determined to be necessary and applicable by the Department, special cleaning costs and/or use of City personnel required shall be paid by the applicant in addition to the rental fee.
- The status of organization must be proved by the applicant to the satisfaction of the Department. Any applicant requesting a non-profit classification must attach written verification and proof of non-profit status to application.
- Any group using City Facilities outside of the established hours of operation shall pay \$~~15-25~~ for each or any part of an hour for each City staff member assisting with the Facility reservation, in addition to the regular rental fee.
- Clean up/damage deposit fees may be required by the City prior to use of a Facility. Return of clean-up damage deposit (or portion thereof) will be made within 45 days from the date of Facility use, only if the Facility has been left in a condition and manner acceptable to the City.
- It is understood that all applicants shall be responsible for cleaning all equipment and City Facilities, unless otherwise provided for at the time of application.
- All applicants must arrange to meet with Department staff at least ~~fourteen-fourteen~~ (14) days before event to personally review needs, set up, etc.
- Reservations for a City Facility will not be approved for any dates beyond twelve (12) months in advance.
- Any cancellation of a scheduled Facility must be made in advance, according to the relevant policy and in writing to the City of Laguna Hills, 25555 Alicia Parkway, Laguna Hills, CA.
- Dependent upon the nature of the proposed activity or Facility use, the City may, at its discretion, require the applicant to obtain, at his/her own expense, a comprehensive general liability insurance policy covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit from an insurer admitted within the State of California. This liability insurance policy must name, as

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additional insureds, the City of Laguna Hills, its officers and employees. The City, depending on the nature of activity may also require that this insurance cover the applicant's participants as well as spectators or others attending the activity. These insurance provisions will be required based on City review of the proposed activity and be made on a case-by-case basis.

- Specifically, at dances and at such other occasions when, in the opinion of the Department, it is considered necessary, the assignment of one or more private security officers approved by the City (uniformed or plain clothes according to conditions) may be required. The cost to retain private security shall be borne by the applicant.
- Under no circumstances shall City equipment be removed from a Facility, except with express written approval of the Director.
- Users of City Facilities shall comply with all applicable state and federal laws and regulations, as well as with all applicable City Ordinances. User conduct or behavior that disrupts, disturbs, or otherwise impedes the orderly conduct of the scheduled activity permitted, or with the administration of City Facilities by City personnel, is prohibited. Users who engage in such disruptive conduct shall be barred from further participation at City Facilities during that day. Failure to abide by this provision shall result in the immediate revocation of the Facility Permit, without refund of fees paid, and the applicant shall be barred from further participation and attendance at the City Facility during that day.
- A Facility Permit may not be transferred, assigned, or sublet.
- All applicants are responsible for controlling noise that may be disturbing to other activities within the facility, or the surrounding neighborhood. Failure to abide by this provision shall result in immediate revocation of the Facility Permit and the applicant shall be barred from further participation at the City facilities during that day.
- Reservations will only be issued to persons 18 years of age and older, unless the application includes the use of alcoholic beverages in which case, reservations will only be issued to persons 21 years of age or older.
- If applying for an organization, the applicant must also have official authorization to apply on behalf of the organization.
- Any person or group causing property or equipment damage to City Facilities, including damage or defacement to park amenities such as grass and foliage, will be required to pay for such damage (based on current cost of repair or replacement as established by the City). Until such payment is received, the City shall have the right to cancel the applicant's current permit and reject future applications.
- The entire time needed to prepare food, decorate the facilities, or set-up before the event, and to completely clean up after the event must be

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reserved by the applicant and must be stated on the application form. Early arrival or late departure, by a caterer or any member of the applicant's party will result in additional fees.

- Major events in excess of 500 attendees may require a Special Event Permit, additional approvals from other City departments, and other requirements or documentation as determined by the Community Services Department based on the nature of the event.
- The name, address, and telephone numbers of the Community Services Department or the Laguna Hills Community Center and Sports Complex may not be used as the official address or telephone number of any individual or groups using the facilities.
- Smoking in City Parks and the Community Center facility is prohibited per the City of Laguna Hills Municipal Code.
- An additional 50% surcharge may be added to a reservation's hourly rental fees for uses that have the intended purpose of generating revenue for an individual, club, business entity, and/or organization not defined in Category A.
- ~~An additional 50% surcharge will be added to all public reservation hourly rental fees for uses that have the intended purpose of generating revenue for an individual, club, business entity, and/or organization not defined in Category A.~~

ATTACHMENTS:

- None

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY
SUBJECT: GYMNASIUM RENTAL AND USE
POLICY
POLICY No. 313

Effective Date: January 11, 2000
Last Revision: ~~July 1, 2013~~ June 28, 2016

PURPOSE:

To establish a policy regulating the use of the Laguna Hills Community Center and Sports Complex gymnasium facility.

POLICY:

It shall be the policy of the City of Laguna Hills to follow a prescribed process and consistent procedure regarding the authorization of gymnasium rental and use.

PROCEDURE:

I. PRIORITY USE

Scheduling preference for gymnasium dates shall be considered in accordance with the following criteria:

- A. Community Services Department programs and tournaments or tournaments cosponsored by the City of Laguna Hills.
- B. Not for profit Laguna Hills sports organizations directly sponsoring youth programs open to all applicants and predominately serving Laguna Hills youth.
- C. Charitable, non-profit organizations servicing the Laguna Hills area and areas outside the Laguna Hills community.
- D. All other groups.

II. APPLICATION PROCESS

- A. Applicants must complete a Facility Permit application for gymnasium use. The application must be received at least fourteen (14) days in advance. Requests received less than fourteen (14) days in advance will be granted if conditions allow.

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III. POLICIES AND PROCEDURES

- A. Game and practice schedules must allow for a forty-five (45) minute pause between the start and finish of each individually scheduled practice and/or game to allow for adequate parking. Game schedules must be attached to the Facility Permit application.
- B. Special approval must be obtained for the use of amplified music or a public address system. A letter requesting approval should be addressed to the Director of Community Services and should be submitted with the application.
- C. Due to the special flooring, hard-soled shoes, food, or beverages are not allowed in the gymnasium.
- D. All fees must be paid at the time of application.
- E. Dependent upon the nature of the proposed activity or gymnasium use, the City may, at its discretion, require the applicant to obtain, at his/her own expense, a comprehensive general liability insurance policy covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit from an insurer admitted in the State of California. This liability insurance policy must name, as additional insureds, the City of Laguna Hills, its officers and employees. The City, depending on the nature of activity may also require that this insurance cover the applicant's participants as well as spectators or others attending the activity. These insurance provisions shall be submitted to the City Clerk via the Community Services Department for approval at least seven (7) days prior to reservation date. ~~(See attached "Guidelines for Obtaining a Certificate of Insurance.")~~The reservation will not be permitted if these insurance requirements are not met.
- F. Applicant is responsible for cleanup following the reservation period. Groups failing to perform cleanup after their activity will be billed based on current cost of repair, cleanup, or replacement as established by the City.
- G. **ALCOHOL IS PROHIBITED.** No person shall consume, possess, sell, or transfer any alcoholic beverages within the gymnasium facility.
- H. Smoking in the gymnasium is prohibited per City Ordinance.

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I. Gymnasium rentals in excess of 500 attendees may require a Special Event Permit, additional approvals from other City departments, and other requirements or documentation as determined by the Community Services Department based on the nature of event.

J. The rental rates under **Section IV., A. Gymnasium Rates** of this policy shall be adjusted for inflation every two (2) years per City Council Resolution ~~No. 2009-05-26-2~~.

K. The rental rates under **Section IV., B. Laguna Hills Youth Sports Organization Gymnasium Rates** of this policy shall be adjusted every two (2) years ~~as set forth in per~~ City Council Resolution ~~2010-06-22-6~~.

IV. FEES

The following fees are set by City Council Resolution.

A. Gymnasium Rates – (Updated 07/01/2013)

COMMENT: *(Table below will be updated according to June 28, 2016 Resolution)*****

A.

Type of Use	A RESIDENT NON-PROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NON-PROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
One Court	\$25.00/hr	\$50.00/hr	\$65.00/hr	\$100.00/hr	\$120.00/hr
Full Gymnasium	\$45.00/hr	\$100.00/hr	\$150.00/hr	\$175.00/hr	\$215.00/hr
Full Gymnasium Overnight (flat fee per night)	\$70.00	\$185.00	\$300.00	\$350.00	\$430.00

B. Laguna Hills Youth Sports Organization Gymnasium Rates

The following rates will apply to a Laguna Hills not-for-profit youth sports organization that is comprised predominately of Laguna Hills resident youths and the sports organization is open to all youth applicants. In addition, the youth sports organization is administered by volunteer Laguna Hills residents that serve as officers, coaches, commissioners, or board of directors.

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Application for Laguna Hills Youth Sports Organization gymnasium use must include a Federal Tax Exempt I.D. number, and may require proof of same by showing either a “Statement of Domestic Non-~~P~~profit Organization” filed with the State of California or non-profit tax identification number. Appropriate documentation to verify Resident Non-~~P~~profit status may also be requested which includes, but is not limited to, team rosters, utility bills from team player’s place of residence, sports organization’s bylaws, mission statements or equivalent.

Type of Use	Youth Sport Organization
Without Lights	
One Court	No charge
Full Gymnasium	No charge
With Lights	
One Court	\$15.00/hr
Full Gymnasium	\$30.00/hr
Full Gymnasium Overnight (flat fee per night)	\$70.00

ATTACHMENTS:

- None

ATTACHMENT 3: Cost and Fee Comparison Over Time - CURRENT FEES

1 of 2

Heritage Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	186.21	95.00	(91.21)	96.36	95.00	(1.36)	282.58	190.00	(92.58)	(93.94)	(95.30)	(96.67)	(98.03)
Resident Private	186.21	125.00	(61.21)	96.36	125.00	28.64	282.58	250.00	(32.58)	(3.94)	24.70	53.33	81.97
Non-Resident Nonprofit	186.21	150.00	(36.21)	96.36	150.00	53.64	282.58	300.00	17.42	71.06	124.70	178.33	231.97
Non-Resident Private	186.21	190.00	3.79	96.36	190.00	93.64	282.58	380.00	97.42	191.06	284.70	378.33	471.97
Commercial	186.21	230.00	43.79	96.36	230.00	133.64	282.58	460.00	177.42	311.06	444.70	578.33	711.97
Heritage Room (Weekend)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	186.21	105.00	(81.21)	96.36	105.00	8.64	282.58	210.00	(72.58)	(63.94)	(55.30)	(46.67)	(38.03)
Resident Private	186.21	155.00	(31.21)	96.36	155.00	58.64	282.58	310.00	27.42	86.06	144.70	203.33	261.97
Non-Resident Nonprofit	186.21	175.00	(11.21)	96.36	175.00	78.64	282.58	350.00	67.42	146.06	224.70	303.33	381.97
Non-Resident Private	186.21	215.00	28.79	96.36	215.00	118.64	282.58	430.00	147.42	266.06	384.70	503.33	621.97
Commercial	186.21	240.00	53.79	96.36	240.00	143.64	282.58	480.00	197.42	341.06	484.70	628.33	771.97
Heritage Room (A, B, or C)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	95.74	50.00	(45.74)	50.82	50.00	(0.82)	146.56	100.00	(46.56)	(47.37)	(48.19)	(49.00)	(49.82)
Resident Private	95.74	55.00	(40.74)	50.82	55.00	4.18	146.56	110.00	(36.56)	(32.37)	(28.19)	(24.00)	(19.82)
Non-Resident Nonprofit	95.74	80.00	(15.74)	50.82	80.00	29.18	146.56	160.00	13.44	42.63	71.81	101.00	130.18
Non-Resident Private	95.74	100.00	4.26	50.82	100.00	49.18	146.56	200.00	53.44	102.63	151.81	201.00	250.18
Commercial	95.74	110.00	14.26	50.82	110.00	59.18	146.56	220.00	73.44	132.63	191.81	251.00	310.18
Heritage Room (A, B, or C) (Weekend)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	95.74	55.00	(40.74)	50.82	55.00	4.18	146.56	110.00	(36.56)	(32.37)	(28.19)	(24.00)	(19.82)
Resident Private	95.74	60.00	(35.74)	50.82	60.00	9.18	146.56	120.00	(26.56)	(17.37)	(8.19)	1.00	10.18
Non-Resident Nonprofit	95.74	85.00	(10.74)	50.82	85.00	34.18	146.56	170.00	23.44	57.63	91.81	126.00	160.18
Non-Resident Private	95.74	110.00	14.26	50.82	110.00	59.18	146.56	220.00	73.44	132.63	191.81	251.00	310.18
Commercial	95.74	125.00	29.26	50.82	125.00	74.18	146.56	250.00	103.44	177.63	251.81	326.00	400.18
2/3 Heritage Room ⁽¹⁾	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Resident Private	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Non-Resident Nonprofit	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Non-Resident Private	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Commercial	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)

(1) Rental for 2/3 Heritage Room currently does not have a fee in the City Council Policy fee schedule.

2/3 Heritage Room (Weekend) ⁽¹⁾	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Resident Private	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Non-Resident Nonprofit	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Non-Resident Private	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)
Commercial	139.12	0.00	(139.12)	79.22	0.00	(79.22)	218.33	0.00	(218.33)	(297.55)	(376.77)	(455.98)	(535.20)

(1) Rental for 2/3 Heritage Room currently does not have a fee in the City Council Policy fee schedule.

Kitchen Use w/ Rental	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	37.36	35.00	(2.36)	37.36	35.00	(2.36)	74.71	70.00	(4.71)	(7.07)	(9.42)	(11.78)	(14.13)
Resident Private	37.36	35.00	(2.36)	37.36	35.00	(2.36)	74.71	70.00	(4.71)	(7.07)	(9.42)	(11.78)	(14.13)
Non-Resident Nonprofit	37.36	35.00	(2.36)	37.36	35.00	(2.36)	74.71	70.00	(4.71)	(7.07)	(9.42)	(11.78)	(14.13)
Non-Resident Private	37.36	35.00	(2.36)	37.36	35.00	(2.36)	74.71	70.00	(4.71)	(7.07)	(9.42)	(11.78)	(14.13)
Commercial	37.36	60.00	22.64	37.36	60.00	22.64	74.71	120.00	45.29	67.93	90.58	113.22	135.87

ATTACHMENT 3: Cost and Fee Comparison Over Time - CURRENT FEES

Kitchen Use Only	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Resident Private	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Non-Resident Nonprofit	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Non-Resident Private	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Commercial	37.36	70.00	32.64	37.36	70.00	32.64	74.71	140.00	65.29	97.93	130.58	163.22	195.87
Large Classroom	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	56.59	45.00	(11.59)	34.13	45.00	10.87	90.72	90.00	(0.72)	10.15	21.02	31.89	42.75
Resident Private	56.59	50.00	(6.59)	34.13	50.00	15.87	90.72	100.00	9.28	25.15	41.02	56.89	72.75
Non-Resident Nonprofit	56.59	60.00	3.41	34.13	60.00	25.87	90.72	120.00	29.28	55.15	81.02	106.89	132.75
Non-Resident Private	56.59	70.00	13.41	34.13	70.00	35.87	90.72	140.00	49.28	85.15	121.02	156.89	192.75
Commercial	56.59	80.00	23.41	34.13	80.00	45.87	90.72	160.00	69.28	115.15	161.02	206.89	252.75
Classroom A or B	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	39.55	30.00	(9.55)	28.32	30.00	1.68	67.87	60.00	(7.87)	(6.18)	(4.50)	(2.82)	(1.13)
Resident Private	39.55	40.00	0.45	28.32	40.00	11.68	67.87	80.00	12.13	23.82	35.50	47.18	58.87
Non-Resident Nonprofit	39.55	45.00	5.45	28.32	45.00	16.68	67.87	90.00	22.13	38.82	55.50	72.18	88.87
Non-Resident Private	39.55	50.00	10.45	28.32	50.00	21.68	67.87	100.00	32.13	53.82	75.50	97.18	118.87
Commercial	39.55	65.00	25.45	28.32	65.00	36.68	67.87	130.00	62.13	98.82	135.50	172.18	208.87
Art Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	39.35	30.00	(9.35)	28.12	30.00	1.88	67.47	60.00	(7.47)	(5.60)	(3.72)	(1.84)	0.04
Resident Private	39.35	40.00	0.65	28.12	40.00	11.88	67.47	80.00	12.53	24.40	36.28	48.16	60.04
Non-Resident Nonprofit	39.35	45.00	5.65	28.12	45.00	16.88	67.47	90.00	22.53	39.40	56.28	73.16	90.04
Non-Resident Private	39.35	50.00	10.65	28.12	50.00	21.88	67.47	100.00	32.53	54.40	76.28	98.16	120.04
Commercial	39.35	65.00	25.65	28.12	65.00	36.88	67.47	130.00	62.53	99.40	136.28	173.16	210.04
Physical Activity Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	49.37	30.00	(19.37)	38.14	30.00	(8.14)	87.50	60.00	(27.50)	(35.64)	(43.78)	(51.91)	(60.05)
Resident Private	49.37	40.00	(9.37)	38.14	40.00	1.86	87.50	80.00	(7.50)	(5.64)	(3.78)	(1.91)	(0.05)
Non-Resident Nonprofit	49.37	45.00	(4.37)	38.14	45.00	6.86	87.50	90.00	2.50	9.36	16.22	23.09	29.95
Non-Resident Private	49.37	50.00	0.63	38.14	50.00	11.86	87.50	100.00	12.50	24.36	36.22	48.09	59.95
Commercial	49.37	60.00	10.63	38.14	60.00	21.86	87.50	120.00	32.50	54.36	76.22	98.09	119.95
Gymnasium (1 court)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	99.04	15.00	(84.04)	99.04	15.00	(84.04)	198.08	30.00	(168.08)	(252.12)	(336.16)	(420.21)	(504.25)
Resident Private	99.04	50.00	(49.04)	99.04	50.00	(49.04)	198.08	100.00	(98.08)	(147.12)	(196.16)	(245.21)	(294.25)
Non-Resident Nonprofit	99.04	65.00	(34.04)	99.04	65.00	(34.04)	198.08	130.00	(68.08)	(102.12)	(136.16)	(170.21)	(204.25)
Non-Resident Private	99.04	100.00	0.96	99.04	100.00	0.96	198.08	200.00	1.92	2.88	3.84	4.79	5.75
Commercial	99.04	120.00	20.96	99.04	120.00	20.96	198.08	240.00	41.92	62.88	83.84	104.79	125.75
Gymnasium (Full Gym)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	175.62	30.00	(145.62)	175.62	30.00	(145.62)	351.24	60.00	(291.24)	(436.86)	(582.48)	(728.10)	(873.72)
Resident Private	175.62	100.00	(75.62)	175.62	100.00	(75.62)	351.24	200.00	(151.24)	(226.86)	(302.48)	(378.10)	(453.72)
Non-Resident Nonprofit	175.62	150.00	(25.62)	175.62	150.00	(25.62)	351.24	300.00	(51.24)	(76.86)	(102.48)	(128.10)	(153.72)
Non-Resident Private	175.62	175.00	(0.62)	175.62	175.00	(0.62)	351.24	350.00	(1.24)	(1.86)	(2.48)	(3.10)	(3.72)
Commercial	175.62	215.00	39.38	175.62	215.00	39.38	351.24	430.00	78.76	118.14	157.52	196.90	236.28
Tower Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Current Fee	Var.	Hr. cost	Current Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	26.06	35.00	8.94	26.06	35.00	8.94	52.11	70.00	17.89	26.83	35.77	44.71	53.66
Resident Private	26.06	40.00	13.94	26.06	40.00	13.94	52.11	80.00	27.89	41.83	55.77	69.71	83.66
Non-Resident Nonprofit	26.06	45.00	18.94	26.06	45.00	18.94	52.11	90.00	37.89	56.83	75.77	94.71	113.66
Non-Resident Private	26.06	50.00	23.94	26.06	50.00	23.94	52.11	100.00	47.89	71.83	95.77	119.71	143.66
Commercial	26.06	50.00	23.94	26.06	50.00	23.94	52.11	100.00	47.89	71.83	95.77	119.71	143.66

ATTACHMENT 4: Cost and Fee Comparison Over Time - PROPOSED FEES

1 of 2

Heritage Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	186.21	110.00	(76.21)	96.36	110.00	13.64	282.58	220.00	(62.58)	(48.94)	(35.30)	(21.67)	(8.03)
Resident Private	186.21	140.00	(46.21)	96.36	140.00	43.64	282.58	280.00	(2.58)	41.06	84.70	128.33	171.97
Non-Resident Nonprofit	186.21	165.00	(21.21)	96.36	165.00	68.64	282.58	330.00	47.42	116.06	184.70	253.33	321.97
Non-Resident Private	186.21	200.00	13.79	96.36	200.00	103.64	282.58	400.00	117.42	221.06	324.70	428.33	531.97
Commercial	186.21	250.00	63.79	96.36	250.00	153.64	282.58	500.00	217.42	371.06	524.70	678.33	831.97
Heritage Room (Weekend)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	186.21	120.00	(66.21)	96.36	120.00	23.64	282.58	240.00	(42.58)	(18.94)	4.70	28.33	51.97
Resident Private	186.21	160.00	(26.21)	96.36	160.00	63.64	282.58	320.00	37.42	101.06	164.70	228.33	291.97
Non-Resident Nonprofit	186.21	190.00	3.79	96.36	190.00	93.64	282.58	380.00	97.42	191.06	284.70	378.33	471.97
Non-Resident Private	186.21	220.00	33.79	96.36	220.00	123.64	282.58	440.00	157.42	281.06	404.70	528.33	651.97
Commercial	186.21	260.00	73.79	96.36	260.00	163.64	282.58	520.00	237.42	401.06	564.70	728.33	891.97
Heritage Room (A, B, or C)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	95.74	60.00	(35.74)	50.82	60.00	9.18	146.56	120.00	(26.56)	(17.37)	(8.19)	1.00	10.18
Resident Private	95.74	70.00	(25.74)	50.82	70.00	19.18	146.56	140.00	(6.56)	12.63	31.81	51.00	70.18
Non-Resident Nonprofit	95.74	100.00	4.26	50.82	100.00	49.18	146.56	200.00	53.44	102.63	151.81	201.00	250.18
Non-Resident Private	95.74	115.00	19.26	50.82	115.00	64.18	146.56	230.00	83.44	147.63	211.81	276.00	340.18
Commercial	95.74	140.00	44.26	50.82	140.00	89.18	146.56	280.00	133.44	222.63	311.81	401.00	490.18
Heritage Room (A, B, or C) (Weekend)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	95.74	75.00	(20.74)	50.82	75.00	24.18	146.56	150.00	3.44	27.63	51.81	76.00	100.18
Resident Private	95.74	80.00	(15.74)	50.82	80.00	29.18	146.56	160.00	13.44	42.63	71.81	101.00	130.18
Non-Resident Nonprofit	95.74	110.00	14.26	50.82	110.00	59.18	146.56	220.00	73.44	132.63	191.81	251.00	310.18
Non-Resident Private	95.74	125.00	29.26	50.82	125.00	74.18	146.56	250.00	103.44	177.63	251.81	326.00	400.18
Commercial	95.74	150.00	54.26	50.82	150.00	99.18	146.56	300.00	153.44	252.63	351.81	451.00	550.18
2/3 Heritage Room ⁽¹⁾	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	139.12	85.00	(54.12)	79.22	85.00	5.78	218.33	170.00	(48.33)	(42.55)	(36.77)	(30.98)	(25.20)
Resident Private	139.12	100.00	(39.12)	79.22	100.00	20.78	218.33	200.00	(18.33)	2.45	23.23	44.02	64.80
Non-Resident Nonprofit	139.12	135.00	(4.12)	79.22	135.00	55.78	218.33	270.00	51.67	107.45	163.23	219.02	274.80
Non-Resident Private	139.12	160.00	20.88	79.22	160.00	80.78	218.33	320.00	101.67	182.45	263.23	344.02	424.80
Commercial	139.12	200.00	60.88	79.22	200.00	120.78	218.33	400.00	181.67	302.45	423.23	544.02	664.80

(1) Rental for 2/3 Heritage Room currently does not have a fee in the City Council Policy fee schedule.

2/3 Heritage Room (Weekend) ⁽¹⁾	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	139.12	100.00	(39.12)	79.22	100.00	20.78	218.33	200.00	(18.33)	2.45	23.23	44.02	64.80
Resident Private	139.12	120.00	(19.12)	79.22	120.00	40.78	218.33	240.00	21.67	62.45	103.23	144.02	184.80
Non-Resident Nonprofit	139.12	150.00	10.88	79.22	150.00	70.78	218.33	300.00	81.67	152.45	223.23	294.02	364.80
Non-Resident Private	139.12	175.00	35.88	79.22	175.00	95.78	218.33	350.00	131.67	227.45	323.23	419.02	514.80
Commercial	139.12	230.00	90.88	79.22	230.00	150.78	218.33	460.00	241.67	392.45	543.23	694.02	844.80

(1) Rental for 2/3 Heritage Room currently does not have a fee in the City Council Policy fee schedule.

Kitchen Use w/ Rental	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	37.36	35.00	(2.36)	37.36	35.00	(2.36)	74.71	70.00	(4.71)	(7.07)	(9.42)	(11.78)	(14.13)
Resident Private	37.36	35.00	(2.36)	37.36	35.00	(2.36)	74.71	70.00	(4.71)	(7.07)	(9.42)	(11.78)	(14.13)
Non-Resident Nonprofit	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Non-Resident Private	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Commercial	37.36	65.00	27.64	37.36	65.00	27.64	74.71	130.00	55.29	82.93	110.58	138.22	165.87

ATTACHMENT 4: Cost and Fee Comparison Over Time - PROPOSED FEES

Kitchen Use Only	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Resident Private	37.36	40.00	2.64	37.36	40.00	2.64	74.71	80.00	5.29	7.93	10.58	13.22	15.87
Non-Resident Nonprofit	37.36	50.00	12.64	37.36	50.00	12.64	74.71	100.00	25.29	37.93	50.58	63.22	75.87
Non-Resident Private	37.36	50.00	12.64	37.36	50.00	12.64	74.71	100.00	25.29	37.93	50.58	63.22	75.87
Commercial	37.36	70.00	32.64	37.36	70.00	32.64	74.71	140.00	65.29	97.93	130.58	163.22	195.87
Large Classroom	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	56.59	45.00	(11.59)	34.13	45.00	10.87	90.72	90.00	(0.72)	10.15	21.02	31.89	42.75
Resident Private	56.59	50.00	(6.59)	34.13	50.00	15.87	90.72	100.00	9.28	25.15	41.02	56.89	72.75
Non-Resident Nonprofit	56.59	60.00	3.41	34.13	60.00	25.87	90.72	120.00	29.28	55.15	81.02	106.89	132.75
Non-Resident Private	56.59	80.00	23.41	34.13	80.00	45.87	90.72	160.00	69.28	115.15	161.02	206.89	252.75
Commercial	56.59	100.00	43.41	34.13	100.00	65.87	90.72	200.00	109.28	175.15	241.02	306.89	372.75
Classroom A or B	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	39.55	30.00	(9.55)	28.32	30.00	1.68	67.87	60.00	(7.87)	(6.18)	(4.50)	(2.82)	(1.13)
Resident Private	39.55	40.00	0.45	28.32	40.00	11.68	67.87	80.00	12.13	23.82	35.50	47.18	58.87
Non-Resident Nonprofit	39.55	50.00	10.45	28.32	50.00	21.68	67.87	100.00	32.13	53.82	75.50	97.18	118.87
Non-Resident Private	39.55	70.00	30.45	28.32	70.00	41.68	67.87	140.00	72.13	113.82	155.50	197.18	238.87
Commercial	39.55	90.00	50.45	28.32	90.00	61.68	67.87	180.00	112.13	173.82	235.50	297.18	358.87
Art Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	39.35	30.00	(9.35)	28.12	30.00	1.88	67.47	60.00	(7.47)	(5.60)	(3.72)	(1.84)	0.04
Resident Private	39.35	40.00	0.65	28.12	40.00	11.88	67.47	80.00	12.53	24.40	36.28	48.16	60.04
Non-Resident Nonprofit	39.35	50.00	10.65	28.12	50.00	21.88	67.47	100.00	32.53	54.40	76.28	98.16	120.04
Non-Resident Private	39.35	70.00	30.65	28.12	70.00	41.88	67.47	140.00	72.53	114.40	156.28	198.16	240.04
Commercial	39.35	90.00	50.65	28.12	90.00	61.88	67.47	180.00	112.53	174.40	236.28	298.16	360.04
Physical Activity Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	49.37	45.00	(4.37)	38.14	45.00	6.86	87.50	90.00	2.50	9.36	16.22	23.09	29.95
Resident Private	49.37	50.00	0.63	38.14	50.00	11.86	87.50	100.00	12.50	24.36	36.22	48.09	59.95
Non-Resident Nonprofit	49.37	60.00	10.63	38.14	60.00	21.86	87.50	120.00	32.50	54.36	76.22	98.09	119.95
Non-Resident Private	49.37	80.00	30.63	38.14	80.00	41.86	87.50	160.00	72.50	114.36	156.22	198.09	239.95
Commercial	49.37	100.00	50.63	38.14	100.00	61.86	87.50	200.00	112.50	174.36	236.22	298.09	359.95
Gymnasium (1 court)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	99.04	15.00	(84.04)	99.04	15.00	(84.04)	198.08	30.00	(168.08)	(252.12)	(336.16)	(420.21)	(504.25)
Resident Private	99.04	50.00	(49.04)	99.04	50.00	(49.04)	198.08	100.00	(98.08)	(147.12)	(196.16)	(245.21)	(294.25)
Non-Resident Nonprofit	99.04	65.00	(34.04)	99.04	65.00	(34.04)	198.08	130.00	(68.08)	(102.12)	(136.16)	(170.21)	(204.25)
Non-Resident Private	99.04	100.00	0.96	99.04	100.00	0.96	198.08	200.00	1.92	2.88	3.84	4.79	5.75
Commercial	99.04	120.00	20.96	99.04	120.00	20.96	198.08	240.00	41.92	62.88	83.84	104.79	125.75
Gymnasium (Full Gym)	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	175.62	30.00	(145.62)	175.62	30.00	(145.62)	351.24	60.00	(291.24)	(436.86)	(582.48)	(728.10)	(873.72)
Resident Private	175.62	100.00	(75.62)	175.62	100.00	(75.62)	351.24	200.00	(151.24)	(226.86)	(302.48)	(378.10)	(453.72)
Non-Resident Nonprofit	175.62	150.00	(25.62)	175.62	150.00	(25.62)	351.24	300.00	(51.24)	(76.86)	(102.48)	(128.10)	(153.72)
Non-Resident Private	175.62	175.00	(0.62)	175.62	175.00	(0.62)	351.24	350.00	(1.24)	(1.86)	(2.48)	(3.10)	(3.72)
Commercial	175.62	215.00	39.38	175.62	215.00	39.38	351.24	430.00	78.76	118.14	157.52	196.90	236.28
Tower Room	1st Hour			2nd Hour			Total for 2 Hours			3rd hr	4th hr	5th hr	6th hr
	Hr. cost/setup	Proposed Fee	Var.	Hr. cost	Proposed Fee	Var.	Total Cost	Total Fee	Var.	Var.	Var.	Var.	Var.
Resident Nonprofit	26.06	35.00	8.94	26.06	35.00	8.94	52.11	70.00	17.89	26.83	35.77	44.71	53.66
Resident Private	26.06	40.00	13.94	26.06	40.00	13.94	52.11	80.00	27.89	41.83	55.77	69.71	83.66
Non-Resident Nonprofit	26.06	45.00	18.94	26.06	45.00	18.94	52.11	90.00	37.89	56.83	75.77	94.71	113.66
Non-Resident Private	26.06	55.00	28.94	26.06	55.00	28.94	52.11	110.00	57.89	86.83	115.77	144.71	173.66
Commercial	26.06	60.00	33.94	26.06	60.00	33.94	52.11	120.00	67.89	101.83	135.77	169.71	203.66

BANQUET FACILITIES (Full Room Rental)

(Heritage Room)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit		Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Mission Viejo	5,000	532	\$ 115.00	\$ 0.023	\$ 145.00	\$ 0.029	\$ 165.00	\$ 0.033	\$ 220.00	\$ 0.044	\$ 325.00	\$ 0.065
Rancho Santa Margarita	5,000	475	\$ 110.00	\$ 0.022	\$ 155.00	\$ 0.031	\$ 175.00	\$ 0.035	\$ 200.00	\$ 0.040	\$ 220.00	\$ 0.044
San Juan Capistrano	4,200	396	\$ 132.43	\$ 0.032	\$ 156.22	\$ 0.037	\$ 180.02	\$ 0.043	\$ 180.02	\$ 0.043	\$ 360.04	\$ 0.086
Laguna Hills	5,000	500	\$ 95.00	\$ 0.019	\$ 125.00	\$ 0.025	\$ 150.00	\$ 0.030	\$ 190.00	\$ 0.038	\$ 230.00	\$ 0.046
Average	4,800	476	\$ 113.11	\$ 0.024	\$ 145.31	\$ 0.031	\$ 167.51	\$ 0.035	\$ 197.51	\$ 0.041	\$ 283.76	\$ 0.060
Laguna Hills Over/(Under)	200	24	\$ (18.11)	\$ (0.005)	\$ (20.31)	\$ (0.006)	\$ (17.51)	\$ (0.005)	\$ (7.51)	\$ (0.003)	\$ (53.76)	\$ (0.014)

BANQUET FACILITIES (Full Room Rental) - WEEKEND RATES/PRIME TIME

(Heritage Room)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit		Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Rancho Santa Margarita	5,000	475	\$ 130.00	\$ 0.026	\$ 175.00	\$ 0.035	\$ 200.00	\$ 0.040	\$ 220.00	\$ 0.044	\$ 240.00	\$ 0.048
Laguna Hills	5,000	500	\$ 105.00	\$ 0.021	\$ 155.00	\$ 0.031	\$ 175.00	\$ 0.035	\$ 215.00	\$ 0.043	\$ 240.00	\$ 0.048
Average	5,000	488	\$ 117.50	\$ 0.024	\$ 165.00	\$ 0.033	\$ 187.50	\$ 0.038	\$ 217.50	\$ 0.044	\$ 240.00	\$ 0.048
Laguna Hills Over/(Under)	0	13	\$ (12.50)	\$ (0.003)	\$ (10.00)	\$ (0.002)	\$ (12.50)	\$ (0.003)	\$ (2.50)	\$ (0.001)	\$ -	\$ -

ATTACHMENT 5 - City Benchmark Comparison

BANQUET FACILITIES (1/3 Room Rental)

(Heritage Room A, B, C)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit			Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Ft.	Sq.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Rancho Santa Margarita	1,667	120	\$ 65.00	\$ 0.039	\$ 85.00	\$ 0.051	\$ 100.00	\$ 0.060		\$ 115.00	\$ 0.069	\$ 130.00	\$ 0.078
San Juan Capistrano	1,400	115	\$ 72.42	\$ 0.052	\$ 72.72	\$ 0.052	\$ 121.05	\$ 0.086		\$ 121.05	\$ 0.086	\$ 240.02	\$ 0.171
Laguna Hills	1,667	125	\$ 50.00	\$ 0.030	\$ 55.00	\$ 0.033	\$ 80.00	\$ 0.048		\$ 100.00	\$ 0.060	\$ 110.00	\$ 0.066
Average	1,578	120	\$ 62.47	\$ 0.040	\$ 70.91	\$ 0.045	\$ 100.35	\$ 0.065		\$ 112.02	\$ 0.072	\$ 160.01	\$ 0.105
Laguna Hills Over/(Under)	89	5	\$ (12.47)	\$ (0.010)	\$ (15.91)	\$ (0.012)	\$ (20.35)	\$ (0.017)		\$ (12.02)	\$ (0.012)	\$ (50.01)	\$ (0.039)

BANQUET FACILITIES (1/3 Room Rental) - WEEKEND RATES/PRIME TIME

(Heritage Room A, B, C)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit			Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Ft.	Sq.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Rancho Santa Margarita	1,667	120	\$ 90.00	\$ 0.054	\$ 105.00	\$ 0.063	\$ 120.00	\$ 0.072		\$ 140.00	\$ 0.084	\$ 155.00	\$ 0.093
Laguna Hills	1,667	125	\$ 55.00	\$ 0.033	\$ 60.00	\$ 0.036	\$ 85.00	\$ 0.051		\$ 110.00	\$ 0.066	\$ 125.00	\$ 0.075
Average	1,667	123	\$ 72.50	\$ 0.043	\$ 82.50	\$ 0.049	\$ 102.50	\$ 0.061		\$ 125.00	\$ 0.075	\$ 140.00	\$ 0.084
Laguna Hills Over/(Under)	0	3	\$ (17.50)	\$ (0.010)	\$ (22.50)	\$ (0.013)	\$ (17.50)	\$ (0.010)		\$ (15.00)	\$ (0.009)	\$ (15.00)	\$ (0.009)

LARGE CLASS ROOM (Multi-purpose Room)

(Large Classroom)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit		Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Mission Viejo	1,000	72	\$ 30.00	\$ 0.030	\$ 38.00	\$ 0.038	\$ 43.00	\$ 0.043	\$ 75.00	\$ 0.075	\$ 110.00	\$ 0.110
Rancho Santa Margarita	1,200	71	\$ 45.00	\$ 0.038	\$ 70.00	\$ 0.058	\$ 90.00	\$ 0.075	\$ 105.00	\$ 0.088	\$ 110.00	\$ 0.092
San Clemente	900	50	\$ 25.00	\$ 0.028	\$ 75.00	\$ 0.083	\$ 50.00	\$ 0.056	\$ 100.00	\$ 0.111	\$ 100.00	\$ 0.111
Laguna Hills	1,136	56	\$ 45.00	\$ 0.040	\$ 50.00	\$ 0.044	\$ 60.00	\$ 0.053	\$ 70.00	\$ 0.062	\$ 80.00	\$ 0.070
Average	1,059	62	\$ 36.25	\$ 0.034	\$ 58.25	\$ 0.056	\$ 60.75	\$ 0.057	\$ 87.50	\$ 0.084	\$ 100.00	\$ 0.096
Laguna Hills Over/(Under)	77	(6)	\$ 8.75	\$ 0.006	\$ (8.25)	\$ (0.012)	\$ (0.75)	\$ (0.004)	\$ (17.50)	\$ (0.022)	\$ (20.00)	\$ (0.025)

SMALL CLASS ROOM (Multi-purpose Room)

(Individual Classroom)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit		Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Laguna Niguel	720	50	\$ 30.00	\$ 0.042	\$ 50.00	\$ 0.069	\$ 50.00	\$ 0.069	\$ 60.00	\$ 0.083	\$ 70.00	\$ 0.097
Mission Viejo	750	50	\$ 40.00	\$ 0.053	\$ 50.00	\$ 0.067	\$ 57.00	\$ 0.076	\$ 90.00	\$ 0.120	\$ 135.00	\$ 0.180
Rancho Santa Margarita	600	35	\$ 35.00	\$ 0.058	\$ 50.00	\$ 0.083	\$ 70.00	\$ 0.117	\$ 85.00	\$ 0.142	\$ 90.00	\$ 0.150
San Juan Capistrano	475	30	\$ 30.00	\$ 0.063	\$ 30.00	\$ 0.063	\$ 77.59	\$ 0.163	\$ 77.59	\$ 0.163	\$ 156.22	\$ 0.329
Laguna Hills	570	28	\$ 30.00	\$ 0.026	\$ 40.00	\$ 0.035	\$ 45.00	\$ 0.040	\$ 50.00	\$ 0.044	\$ 65.00	\$ 0.057
Average	623	39	\$ 33.00	\$ 0.049	\$ 44.00	\$ 0.064	\$ 59.92	\$ 0.093	\$ 72.52	\$ 0.110	\$ 103.24	\$ 0.163
Laguna Hills Over/(Under)	(53)	(11)	\$ (3.00)	\$ (0.022)	\$ (4.00)	\$ (0.028)	\$ (14.92)	\$ (0.053)	\$ (22.52)	\$ (0.066)	\$ (38.24)	\$ (0.105)

ART ROOM (Art Studio - Crafts Room)

(Art Room)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit		Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Laguna Niguel	532	45	\$ 30.00	\$ 0.056	\$ 50.00	\$ 0.094	\$ 50.00	\$ 0.094	\$ 60.00	\$ 0.113	\$ 70.00	\$ 0.132
Rancho Santa Margarita	800	40	\$ 30.00	\$ 0.038	\$ 40.00	\$ 0.050	\$ 50.00	\$ 0.063	\$ 60.00	\$ 0.075	\$ 70.00	\$ 0.088
San Juan Capistrano	475	30	\$ 24.83	\$ 0.052	\$ 24.83	\$ 0.052	\$ 72.42	\$ 0.152	\$ 72.42	\$ 0.152	\$ 144.84	\$ 0.305
Laguna Hills	551	37	\$ 30.00	\$ 0.026	\$ 40.00	\$ 0.035	\$ 45.00	\$ 0.040	\$ 50.00	\$ 0.044	\$ 65.00	\$ 0.057
Average	590	38	\$ 28.71	\$ 0.043	\$ 38.71	\$ 0.058	\$ 54.36	\$ 0.087	\$ 60.61	\$ 0.096	\$ 87.46	\$ 0.145
Laguna Hills Over/(Under)	(39)	(1)	\$ 1.29	\$ (0.017)	\$ 1.29	\$ (0.023)	\$ (9.36)	\$ (0.048)	\$ (10.61)	\$ (0.052)	\$ (22.46)	\$ (0.088)

ATTACHMENT 5 - City Benchmark Comparison

CONFERENCE ROOM
(Tower Room)

CITY	Room Sq. Footage	Room Occupancy	Resident Nonprofit		Resident Private		Non-Resident Nonprofit		Non-Resident/Private		Commercial	
			Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Mission Viejo	350	20	\$ 15.00	\$ 0.043	\$ 19.00	\$ 0.054	\$ 22.00	\$ 0.063	\$ 40.00	\$ 0.114	\$ 55.00	\$ 0.157
Rancho Santa Margarita	400	27	\$ 40.00	\$ 0.100	\$ 40.00	\$ 0.100	\$ 50.00	\$ 0.125	\$ 60.00	\$ 0.150	\$ 70.00	\$ 0.175
San Juan Capistrano	526	30	\$ 24.83	\$ 0.047	\$ 24.83	\$ 0.047	\$ 72.42	\$ 0.138	\$ 72.42	\$ 0.138	\$ 144.84	\$ 0.275
Laguna Hills	350	15	\$ 35.00	\$ 0.100	\$ 40.00	\$ 0.114	\$ 45.00	\$ 0.129	\$ 50.00	\$ 0.143	\$ 50.00	\$ 0.143
Average	407	23	\$ 28.71	\$ 0.073	\$ 30.96	\$ 0.079	\$ 47.36	\$ 0.114	\$ 55.61	\$ 0.136	\$ 79.96	\$ 0.188
Laguna Hills Over/(Under)	(57)	(8)	\$ 6.29	\$ 0.027	\$ 9.04	\$ 0.035	\$ (2.36)	\$ 0.015	\$ (5.61)	\$ 0.007	\$ (29.96)	\$ (0.045)

Kitchen per Hour Rate with Banquet Room Rental (Full Use)

(Heritage Room Kitchen)

	Resident Nonprofit	Resident Private	Non-Resident Nonprofit	Non-Resident/Private	Commercial
CITY	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Mission Viejo	\$ 25.00	\$ 40.00	\$ 25.00	\$ 55.00	\$ 85.00
Rancho Santa Margarita	\$ 30.00	\$ 30.00	\$ 60.00	\$ 30.00	\$ 50.00
Laguna Hills	\$ 35.00	\$ 35.00	\$ 50.00	\$ 35.00	\$ 60.00
Average	\$ 30.00	\$ 35.00	\$ 45.00	\$ 40.00	\$ 65.00
Laguna Hills Over/(Under)	\$ 5.00	\$ -	\$ 5.00	\$ (5.00)	\$ (5.00)

Kitchen (Flat Fee) Limited Use with Banquet Room Rental

(Heritage Room Kitchen)

	Resident Nonprofit	Resident Private	Non-Resident Nonprofit	Non-Resident/Private	Commercial
CITY	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Laguna Niguel	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 75.00
Rancho Santa Margarita	\$ 30.00	\$ 30.00	\$ 25.00	\$ 30.00	\$ 50.00
San Clemente	\$ 38.00	\$ 113.00	\$ 75.00	\$ 150.00	\$ 150.00
San Juan Capistrano	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 125.00
Laguna Hills	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 75.00
Average	\$ 48.60	\$ 63.60	\$ 55.00	\$ 71.00	\$ 95.00
Laguna Hills Over/(Under)	\$ 1.40	\$ (13.60)	\$ (5.00)	\$ (21.00)	\$ (20.00)

ATTACHMENT 5 - City Benchmark Comparison

GYMNASIUM (Full Use)

CITY	Room Sq. Footage	Resident Nonprofit		Resident Private		Non-Resident Nonprofit			Non-Resident/Private		Commercial	
		Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Ft.	Sq.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Dana Point	6,624		\$ -	\$ 120.00	\$ 0.018	\$ 150.00	\$ 0.023		\$ 165.00	\$ 0.025	\$ 180.00	\$ 0.027
San Juan Capistrano	12,000		\$ -	\$ 60.00	\$ 0.005	\$ 84.84	\$ 0.007		\$ 166.57	\$ 0.014	\$ 199.68	\$ 0.017
Lake Forest	10,500	(1)	\$ -	\$ 50.00	\$ 0.005	\$ 70.00	\$ 0.007		\$ 130.00	\$ 0.012	\$ 150.00	\$ 0.014
Laguna Hills	13,008	\$ 45.00	\$ 0.003	\$ 100.00	\$ 0.008	\$ 150.00	\$ 0.012		\$ 175.00	\$ 0.013	\$ 215.00	\$ 0.017
Average	10,533	\$ 45.00	\$ 0.001	\$ 82.50	\$ 0.009	\$ 113.71	\$ 0.012		\$ 159.14	\$ 0.016	\$ 186.17	\$ 0.019
Laguna Hills Over/(Under)	2,475	\$ -	\$ 0.003	\$ 17.50	\$ (0.001)	\$ 36.29	\$ (0.000)		\$ 15.86	\$ (0.003)	\$ 28.83	\$ (0.002)

(1) Lake Forest's charge for Resident Nonprofit is \$5.00 per player. Rate above assumes a team of 7.

GYMNASIUM (Partial Use - 1 Court)

CITY	Room Sq. Footage	Resident Nonprofit		Resident Private		Non-Resident Nonprofit			Non-Resident/Private		Commercial	
		Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Ft.	Sq.	Hourly Rate	Rate per Sq. Ft.	Hourly Rate	Rate per Sq. Ft.
Dana Point	3,312	\$ 30.00	\$ 0.009	\$ 50.00	\$ 0.015	\$ 70.00	\$ 0.021		\$ 80.00	\$ 0.024	\$ 90.00	\$ 0.027
San Juan Capistrano	6,000		\$ -	\$ 30.00	\$ 0.005	\$ 42.42	\$ 0.007		\$ 72.42	\$ 0.012	\$ 94.15	\$ 0.016
Lake Forest	5,250	\$ 17.50 (1)	\$ 0.003	\$ 25.00	\$ 0.005	\$ 35.00	\$ 0.007		\$ 50.00	\$ 0.010	\$ 75.00	\$ 0.014
Laguna Hills	6,504	\$ 25.00	\$ 0.002	\$ 50.00	\$ 0.004	\$ 65.00	\$ 0.005		\$ 100.00	\$ 0.008	\$ 120.00	\$ 0.009
Average	5,267	\$ 24.17	\$ 0.004	\$ 38.75	\$ 0.007	\$ 53.11	\$ 0.010		\$ 75.61	\$ 0.013	\$ 94.79	\$ 0.017
Laguna Hills Over/(Under)	1,238	\$ 0.83	\$ (0.002)	\$ 11.25	\$ (0.003)	\$ 11.90	\$ (0.005)		\$ 24.40	\$ (0.006)	\$ 25.21	\$ (0.007)

(1) Lake Forest's charge for Resident Nonprofit is \$2.50 per player. Rate above assumes a team of 7.

GYMNASIUM Fees for Youth Sports Organizations

CITY	Full Use		1 Court
	Hourly Rate	Hourly Rate	
Dana Point	\$ -	\$ 15.00	offer 50% discount for resident youth groups
San Juan Capistrano	\$ 60.01	\$ 30.00	
Lake Forest (1)	\$ -	\$ 17.50	
Laguna Hills	\$ 30.00	\$ 15.00	no charge except for the use of lights.
Average	\$ 22.50	\$ 19.38	
Laguna Hills Over/(Under)	\$ 7.50	\$ (4.38)	

(1) Lake Forest's charge for Resident Nonprofit is \$2.50 per player. Rate above assumes a team of 7.

Attachment 6 - Proposed Fees and City Benchmark Averages

(1) Heritage Room	(2) Current Fee	(3) Proposed Fee	(4) Increase	(5) City Benchmark Average	(6) Over/(Under) Average
Resident Nonprofit	\$ 95.00	\$ 110.00	\$ 15.00	\$ 113.11	\$ (3.11)
Resident Private	\$ 125.00	\$ 140.00	\$ 15.00	\$ 145.31	\$ (5.31)
Non-Resident Nonprofit	\$ 150.00	\$ 165.00	\$ 15.00	\$ 167.51	\$ (2.51)
Non-Resident Private	\$ 190.00	\$ 200.00	\$ 10.00	\$ 197.51	\$ 2.49
Commercial	\$ 230.00	\$ 250.00	\$ 20.00	\$ 283.76	\$ (33.76)

Heritage Room (Weekend)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 105.00	\$ 120.00	\$ 15.00	\$ 117.50	\$ 2.50
Resident Private	\$ 155.00	\$ 160.00	\$ 5.00	\$ 165.00	\$ (5.00)
Non-Resident Nonprofit	\$ 175.00	\$ 190.00	\$ 15.00	\$ 187.50	\$ 2.50
Non-Resident Private	\$ 215.00	\$ 220.00	\$ 5.00	\$ 217.50	\$ 2.50
Commercial	\$ 240.00	\$ 260.00	\$ 20.00	\$ 240.00	\$ 20.00

Heritage Room (A, B, C)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 50.00	\$ 60.00	\$ 10.00	\$ 62.47	\$ (2.47)
Resident Private	\$ 55.00	\$ 70.00	\$ 15.00	\$ 70.91	\$ (0.91)
Non-Resident Nonprofit	\$ 80.00	\$ 100.00	\$ 20.00	\$ 100.35	\$ (0.35)
Non-Resident Private	\$ 100.00	\$ 115.00	\$ 15.00	\$ 112.02	\$ 2.98
Commercial	\$ 110.00	\$ 140.00	\$ 30.00	\$ 160.01	\$ (20.01)

Heritage Room (A, B, C) (Weekend)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 55.00	\$ 75.00	\$ 20.00	\$ 72.50	\$ 2.50
Resident Private	\$ 60.00	\$ 80.00	\$ 20.00	\$ 82.50	\$ (2.50)
Non-Resident Nonprofit	\$ 85.00	\$ 110.00	\$ 25.00	\$ 102.50	\$ 7.50
Non-Resident Private	\$ 110.00	\$ 125.00	\$ 15.00	\$ 125.00	\$ -
Commercial	\$ 125.00	\$ 150.00	\$ 25.00	\$ 140.00	\$ 10.00

Heritage Room (2/3 Rental)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ -	\$ 85.00	N/A	N/A	N/A
Resident Private	\$ -	\$ 100.00	N/A	N/A	N/A
Non-Resident Nonprofit	\$ -	\$ 135.00	N/A	N/A	N/A
Non-Resident Private	\$ -	\$ 160.00	N/A	N/A	N/A
Commercial	\$ -	\$ 200.00	N/A	N/A	N/A

Heritage Room (2/3 Rental) (Weekend)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ -	\$ 100.00	N/A	N/A	N/A
Resident Private	\$ -	\$ 120.00	N/A	N/A	N/A
Non-Resident Nonprofit	\$ -	\$ 150.00	N/A	N/A	N/A
Non-Resident Private	\$ -	\$ 175.00	N/A	N/A	N/A
Commercial	\$ -	\$ 230.00	N/A	N/A	N/A

Kitchen (Hourly) - Full Use w/ Rental	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 35.00	\$ 35.00	\$ -	\$ 30.00	\$ 5.00
Resident Private	\$ 35.00	\$ 35.00	\$ -	\$ 35.00	\$ -
Non-Resident Nonprofit	\$ 35.00	\$ 40.00	\$ 5.00	\$ 45.00	\$ (5.00)
Non-Resident Private	\$ 35.00	\$ 40.00	\$ 5.00	\$ 40.00	\$ -
Commercial	\$ 60.00	\$ 65.00	\$ 5.00	\$ 65.00	\$ -

Kitchen (Flat Fee) - Partial Use w/Rental	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
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Attachment 6 - Proposed Fees and City Benchmark Averages

(1)	(2)	(3)	(4)	(5)	(6)
Resident Nonprofit	\$ 50.00	\$ 50.00	\$ -	\$ 48.60	\$ 1.40
Resident Private	\$ 50.00	\$ 50.00	\$ -	\$ 63.60	\$ (13.60)
Non-Resident Nonprofit	\$ 50.00	\$ 60.00	\$ 10.00	\$ 55.00	\$ 5.00
Non-Resident Private	\$ 50.00	\$ 60.00	\$ 10.00	\$ 71.00	\$ (11.00)
Commercial	\$ 75.00	\$ 90.00	\$ 15.00	\$ 95.00	\$ (5.00)

Kitchen Use Only (Hourly)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 40.00	\$ 40.00	\$ -	N/A	N/A
Resident Private	\$ 40.00	\$ 40.00	\$ -	N/A	N/A
Non-Resident Nonprofit	\$ 40.00	\$ 50.00	\$ 10.00	N/A	N/A
Non-Resident Private	\$ 40.00	\$ 50.00	\$ 10.00	N/A	N/A
Commercial	\$ 70.00	\$ 70.00	\$ -	N/A	N/A

Large Classroom	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 45.00	\$ 45.00	\$ -	\$ 36.25	\$ 8.75
Resident Private	\$ 50.00	\$ 50.00	\$ -	\$ 58.25	\$ (8.25)
Non-Resident Nonprofit	\$ 60.00	\$ 60.00	\$ -	\$ 60.75	\$ (0.75)
Non-Resident Private	\$ 70.00	\$ 80.00	\$ 10.00	\$ 87.50	\$ (7.50)
Commercial	\$ 80.00	\$ 100.00	\$ 20.00	\$ 100.00	\$ -

Classrooms A, B	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 30.00	\$ 30.00	\$ -	\$ 33.00	\$ (3.00)
Resident Private	\$ 40.00	\$ 40.00	\$ -	\$ 44.00	\$ (4.00)
Non-Resident Nonprofit	\$ 45.00	\$ 50.00	\$ 5.00	\$ 59.92	\$ (9.92)
Non-Resident Private	\$ 50.00	\$ 70.00	\$ 20.00	\$ 72.52	\$ (2.52)
Commercial	\$ 65.00	\$ 90.00	\$ 25.00	\$ 103.24	\$ (13.24)

Kitchen Use (Classroom)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 20.00	\$ 20.00	\$ -	N/A	N/A
Resident Private	\$ 20.00	\$ 20.00	\$ -	N/A	N/A
Non-Resident Nonprofit	\$ 20.00	\$ 20.00	\$ -	N/A	N/A
Non-Resident Private	\$ 20.00	\$ 20.00	\$ -	N/A	N/A
Commercial	\$ 20.00	\$ 20.00	\$ -	N/A	N/A

Art Room	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 30.00	\$ 30.00	\$ -	\$ 28.71	\$ 1.29
Resident Private	\$ 40.00	\$ 40.00	\$ -	\$ 38.71	\$ 1.29
Non-Resident Nonprofit	\$ 45.00	\$ 50.00	\$ 5.00	\$ 54.36	\$ (4.36)
Non-Resident Private	\$ 50.00	\$ 70.00	\$ 20.00	\$ 60.61	\$ 9.39
Commercial	\$ 65.00	\$ 90.00	\$ 25.00	\$ 87.46	\$ 2.54

Physical Activity Room	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 30.00	\$ 45.00	\$ 15.00	N/A	N/A
Resident Private	\$ 40.00	\$ 50.00	\$ 10.00	N/A	N/A
Non-Resident Nonprofit	\$ 45.00	\$ 60.00	\$ 15.00	N/A	N/A
Non-Resident Private	\$ 50.00	\$ 80.00	\$ 30.00	N/A	N/A
Commercial	\$ 60.00	\$ 100.00	\$ 40.00	N/A	N/A

Tower Room	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 35.00	\$ 35.00	\$ -	\$ 28.71	\$ 6.29
Resident Private	\$ 40.00	\$ 40.00	\$ -	\$ 30.96	\$ 9.04
Non-Resident Nonprofit	\$ 45.00	\$ 45.00	\$ -	\$ 47.36	\$ (2.36)

Attachment 6 - Proposed Fees and City Benchmark Averages

(1)	(2)	(3)	(4)	(5)	(6)
Non-Resident Private	\$ 50.00	\$ 55.00	\$ 5.00	\$ 55.61	\$ (0.61)
Commercial	\$ 50.00	\$ 60.00	\$ 10.00	\$ 79.96	\$ (19.96)

Gymnasium (1 Court)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 25.00	\$ 25.00	\$ -	\$ 25.63	\$ (0.63)
Resident Private	\$ 50.00	\$ 50.00	\$ -	\$ 38.75	\$ 11.25
Non-Resident Nonprofit	\$ 65.00	\$ 65.00	\$ -	\$ 53.11	\$ 11.89
Non-Resident Private	\$ 100.00	\$ 100.00	\$ -	\$ 75.61	\$ 24.39
Commercial	\$ 120.00	\$ 120.00	\$ -	\$ 94.79	\$ 25.21

Gymnasium (Full Court)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 45.00	\$ 45.00	\$ -	\$ 50.00	\$ (5.00)
Resident Private	\$ 100.00	\$ 100.00	\$ -	\$ 82.50	\$ 17.50
Non-Resident Nonprofit	\$ 150.00	\$ 150.00	\$ -	\$ 113.71	\$ 36.29
Non-Resident Private	\$ 175.00	\$ 175.00	\$ -	\$ 159.14	\$ 15.86
Commercial	\$ 215.00	\$ 215.00	\$ -	\$ 186.17	\$ 28.83

Gymnasium Use for Laguna Hills Youth Sports Organizations *(charged only for the use of lights)*

Gymnasium (1 Court)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 15.00	\$ 15.00	\$ -	\$ 19.38	\$ (4.38)

Gymnasium (Full Court)	Current Fee	Proposed Fee	Increase	City Benchmark Average	Over/(Under) Average
Resident Nonprofit	\$ 30.00	\$ 30.00	\$ -	\$ 38.75	\$ (8.75)



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA) AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2016; AND (2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.

SUMMARY:

Back in November 2012, the City reached its first agreement with the Laguna Hills City Employees Association (LHCEA or Association). The Memorandum of Understanding (MOU) became effective on July 1, 2013, and is set to expire on June 30, 2016. On April 11, 2016, the Association initiated labor negotiations by submitting a proposal. Since then, staff and the Association have negotiated Tentative Agreements, which were ratified by the Association on June 16, 2016. The City Attorney's office has prepared a two-year MOU with an effective date of July 1, 2016. Staff has estimated the two-year costs associated with this MOU to be \$125,000. Staff is recommending approval.

BACKGROUND:

Before reviewing the Tentative Agreements and the compensation study that formed the basis for negotiations, an evaluation and analysis of the macro impacts of the 2012 MOU on the City's finances is in order.

Evaluation and Analysis of 2012 MOU

At the heart of the 2012 MOU were three deal points pertaining to salary, pension contributions, and health insurance contributions. Prior to the MOU, the City paid 100% of the employee's PERS contribution and 100% of the employee's medical insurance premiums, regardless of whether they were in the HMO or PPO programs. From the City Council's and management's perspective, it was crucial that employees begin contributing toward PERS and medical insurance. The Association agreed to phase in PERS contributions at 0.75% each year. Currently, employees contribute 2.25% of the 7% employee contribution requirement. The Association also agreed that the City would pay the lowest of the HMO and PPO premiums and to split cost increases with the City 50-50 up to a maximum of 4% for employees in any given year. In exchange, the City agreed to compensate employees at 5% above the comparator agencies' average with annual increases of not less than 3.5%, nor greater than 5%. Subsequent to the effective date of the MOU, the City Council also applied these same terms to management and confidential employees. Staff has analyzed the overall impact of these three components on Total Personnel Cost, Total Salaries, Total City PERS Contributions, and Total City Medical Premium Contributions. Keep in mind that the numbers in the tables below include all full-time and part-time employees, regardless of represented status. Figures for 2015-16 are projected year-end estimates.

Table 1 – Total Personnel Cost

<u>Fiscal Year</u>	<u>Total Personnel Cost</u>	<u>% Increase</u>	<u>CPI</u>	<u>Inflation Adjusted</u>	<u>Amount Over/(Under)</u>
2012-13	4,559,748			4,559,748	
2013-14	4,646,650	1.91%	1.60%	4,632,704	13,946
2014-15	4,782,575	2.93%	2.10%	4,729,991	52,584
2015-16	4,635,828	-3.07%	1.20%	4,786,751	(150,923)

We are using 2012-13 as the base year since this was the first full fiscal year preceding the effective date of the MOU on July 1, 2013. Total personnel costs in 2012-13 were \$4,559,748. In order to compare this base year figure with the estimated actual for 2015-16 (\$4,635,828) we have inflated the base year figure by the annual CPI to arrive at inflation adjusted base year of \$4,786,751. After adjusting for inflation, total personnel costs are projected to be lower in 2015-16 than they were in 2012-13 by \$150,293. While employee contributions to PERS and medical premiums have helped to stem rising costs, the decrease in 2015-16 is primarily the result of the reorganization of the City Clerk's Department.

Table 2 – Total Salaries

	Total			Inflation	Amount
Fiscal Year	Salaries	% Increase	CPI	Adjusted	Over/(Under)
2012-13	2,593,933			2,593,933	
2013-14	2,699,487	4.07%	1.60%	2,635,436	64,051
2014-15	2,837,025	5.09%	2.10%	2,690,780	146,245
2015-16	2,890,477	1.88%	1.20%	2,723,069	167,408

The average annual salary increase given to MOU employees for 2014-15 was 3.52% and in 2015-16 it was 3.5%. For management/confidential employees, the average increase since 2013-14 has been 3.5%, which is the minimum. In addition, some employees have received step increases over the past three years and there have been a few reclassifications. There are 5 steps in each classification and each step represents a 5% increase in pay. The lower increase in total salaries in 2015-16 is the direct result of the reorganization of the City Clerk's Department. Although total salaries have outpaced inflation, it should be remembered that the purpose of the 3.5% to 5% annual increases were threefold: offset cost sharing in both PERS and medical insurance premiums and keep pace with inflation.

Table 3 – Total City PERS Contributions

	Total			Inflation	Amount
Fiscal Year	PERS Contribution	% Increase	CPI	Adjusted	Over/(Under)
2012-13	516,843			516,843	
2013-14	440,734	-14.73%	1.60%	525,112	(84,378)
2014-15	438,574	-0.49%	2.10%	536,140	(97,566)
2015-16	371,465	-15.30%	1.20%	542,574	(171,109)

The City's total PERS contribution has decreased significantly in both nominal and inflation adjusted terms. The large decrease in 2013-14 is attributable to the City paying off its side fund and employees beginning to pay a share of their portion (0.75%). The payoff of the side fund saves the City about \$75,000 annually. The large decrease in 2015-16 is the result of the employees' share increasing to 2.25%. From July 1, 2013 through June 30, 2016, employees will have contributed about \$156,000 toward their retirement.

Table 4 – Total City Medical Premium Contributions

	Total			Inflation	Amount
Fiscal Year	Medical Premiums	% Increase	CPI	Adjusted	Over/(Under)
2012-13	463,949			463,949	
2013-14	458,041	-1.27%	1.60%	471,372	(13,331)
2014-15	463,965	1.29%	2.10%	481,271	(17,306)
2015-16	441,035	-4.94%	1.20%	487,046	(46,011)

The City's total medical contributions have decreased modestly over the past 3 years in spite of HMO/PPO increases of 15.7% / 4.0% on January 1, 2014, 10.3% / 6.8% on January 1, 2015, and 7.6% / 6.3% on January 1, 2016. If the City had not achieved an agreement with the Association on paying for the lower of the PPO or HMO and sharing increases 50-50 up to a maximum of 4% for the employee, we have estimated that the City's estimated cost for health insurance premiums in 2015-16 would have been about \$556,000. Instead, it is a more manageable \$441,035. From January 1, 2014 through June 30, 2016, employees will have contributed approximately \$123,600 toward their medical insurance premiums.

It is our assessment on a macro level that the City has achieved its objectives of controlling retirement and healthcare costs over the past 3 years. The next section of this report will evaluate how the City's compensation program has performed in relation to the City's designated comparator agencies.

Compensation Study

Pursuant to the 2012 MOU, the City conducted a compensation study using the same comparator agencies from the 2011 Compensation Report. The report was completed by Ralph Andersen & Associates in May. A summary of the compensation report is attached to this report. The following is a summary of the consultant's findings and conclusions:

1. The City's base salary levels are 5.4% above the market mean with most jobs being from 0% to 10% above the market mean. No salary range reductions are required; however, the City may want to address those jobs that are below the market mean in future salary adjustments.
2. The City appears to be meeting its objective of maintaining salary ranges that are 5% above the market mean. This maintains the City's ability to recruit and retain staff.
3. The City's core benefits are generally consistent with the labor market, with a slightly higher cost for providing health insurance benefits. This is likely due to the small demographics in the City's workforce, not because the health benefits are any "richer" than other agencies.
4. Only four survey agencies have continued to pay all or a portion of the employee's retirement contribution (retirement pick-up). This is a market transition that is still in progress in response to the Public Employees' Pension Reform Act of 2013 (PEPRA).
5. When benefits are added to base salary, the City's compensation levels are 6.9% above the market average. This is primarily due to the City's current practice of paying 4.75% of the employee's retirement contribution.

6. When retirement tiers with a majority of employees are compared, the City is the only agency among the survey jurisdictions that has a 2%@60 retirement formula. This lower formula puts the City at a significant disadvantage when recruiting among competing cities. When "classic" tiers are compared, seven agencies have a 2%@60 retirement benefit.
7. The City's retirement costs, even with the enhanced PARS benefits, are lower than the market.
8. If future retirement costs are translated into net present day values, the City's salary levels are 7.9% below the market average (a 13.3% impact on the +5.4% base salary average). This analysis recognizes the reduced retirement benefit for City employees.
9. The City provides a contribution towards retiree health benefits using a Health Savings Plan. This is unique in the labor market and is consistent with the City's objective of minimizing long-term liabilities.
10. The City's leave benefits are consistent with the market. No changes in leave benefits are required.

Part of the scope of work in the compensation study was a classification review affecting six employees in four classifications. The following are the consultant's recommendations:

- Accounting Technician – Change title to Accounting Specialist and increase current base salary by 5%.
- Assistant Planner – no changes recommended.
- Permit Technician – no changes recommended.
- Community Services Senior Leader – change title to Recreation Coordinator. Since this is strictly a change in title and not in the level of responsibilities, no salary adjustment is recommended.

These classification recommendations have been incorporated in the attached MOU.

MOU Negotiations and Tentative Agreements

Both the City's appointed labor negotiators and the Association utilized the 2016 compensation report as a basis for good-faith labor negotiations. After three meetings with the Association and two closed sessions with the City Council, the following tentative agreements were reached. Where appropriate, staff has provided an estimated cost associated with each agreement.

1. The City agrees to increase salary ranges by the April CPI for the Los Angeles-Riverside-Orange County area for All Consumers effective July 1, 2016, and again

on July 1, 2017. The CPI for April 2016 is 2%. (\$35,619 in the first year followed by an additional, estimated \$36,331 in the second year.)

2. Employees who are below the comparator agencies' average in the 2016 report will have their ranges adjusted to the 5% threshold effective July 1, 2016. (\$16,092)
3. City agrees to conduct a compensation study in March 2018 prior to MOU expiration. City to utilize same comparator agencies in the 2018 study. (\$25,000)
4. Employees will continue to phase-in participation in PERS by increasing participation from 2.25% to 3.0% effective July 1, 2016, and from 3.0% to 3.75% effective July 1, 2017. (Cost to employees of \$13,624 in the first year and an additional \$13,897 in the second year.)
5. The City agrees to freeze the splitting of health insurance premium increases for the next two years. It is fully expected that this practice will begin again in the next MOU term subject to negotiations. (\$38,454)
6. The City agrees to increase life insurance from 100% to 150% of base salary up to a maximum of \$250,000. This benefit will also be provided to extended part-time employees. (\$1,662)
7. The City agrees to implement annual labor/management committee meetings. The Association may request additional meetings if needed.
8. The City agrees to increase holiday hours from 104 to 108 hours annually.
9. The City agrees to a reduction in the short-term disability elimination period from 29 to 14 days. (\$2,503).
10. The City agrees to update the Kin-care leave policy to be in compliance with State and Federal laws.

On Thursday, June 16, 2016, the Association members voted to ratify the tentative agreements. These agreements have been incorporated in the attached Two-Year MOU.

FISCAL IMPACT:

The total two-year net cost to the City is estimated at \$125,000. On an annualized basis, this amount is within the adopted budget for 2016-17 and represents just 0.33% of the total operating budget.

ATTACHMENTS:

- 2016 Compensation Summary Report for Represented Employees
- Resolution Approving the Memorandum of Understanding
- 2-Year Memorandum of Understanding



City of Laguna Hills Compensation Report Represented - May 2016

Doug Johnson, Vice President

Ralph Andersen & Associates

Why Surveys Are Done

- Anticipate and understand what labor market is doing
- Be deliberate in making changes or allocating resources to wages and benefits
- Provide defensibility for compensating employees
- Minimize market surprises where key resources are suddenly scarce or are recruited away from the City due to uncompetitive salaries and benefits
- Provide data to meet requirements of an MOU or to negotiate a new MOU

Survey Parameters

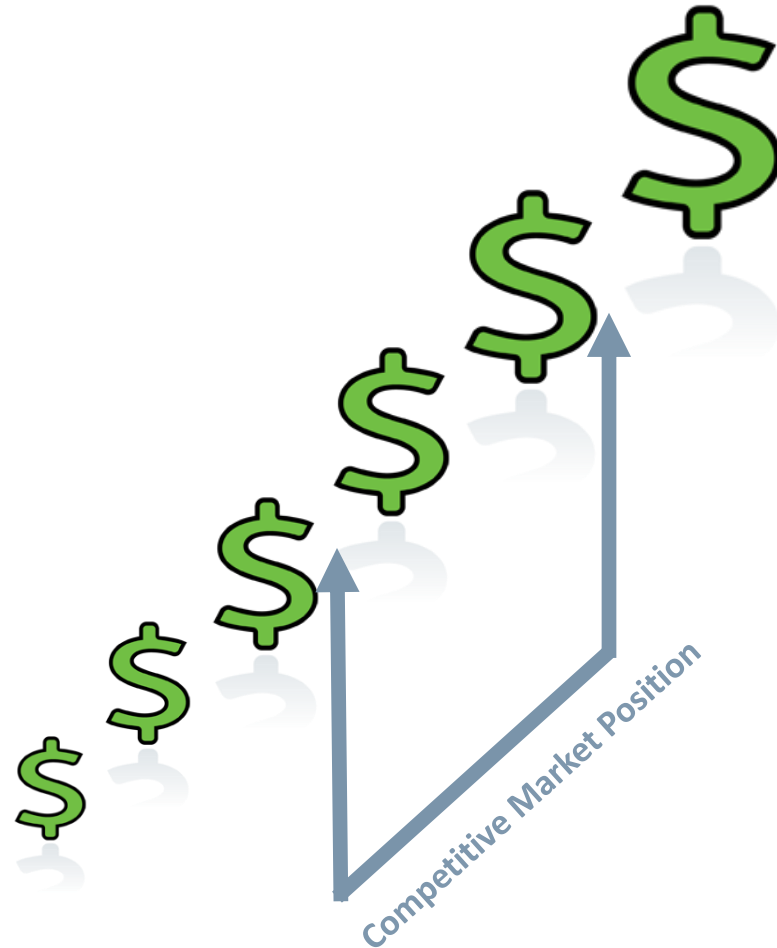
- Base Salary
- Cash Benefits
 - Retirement Pickup
 - Deferred Comp.
- Insurance Benefits
 - Health
 - Dental
 - Vision
- Employer Retirement
- Retiree Health
- Retirement Formulas

Survey Cities

Brea
Buena Park
Cypress
Dana Point
Fountain Valley
Irvine
Laguna Beach
Laguna Niguel
Lake Forest
Mission Viejo
Newport Beach
Orange
Rancho Santa Margarita
San Clemente
San Juan Capistrano
Tustin
Yorba Linda

Market Position

- Establishes competitive position
- Tied to performance expectations
- Historical practices is an important consideration
- Higher position can offset lower benefits
- \$ or % differences between percentiles depends on the array of data

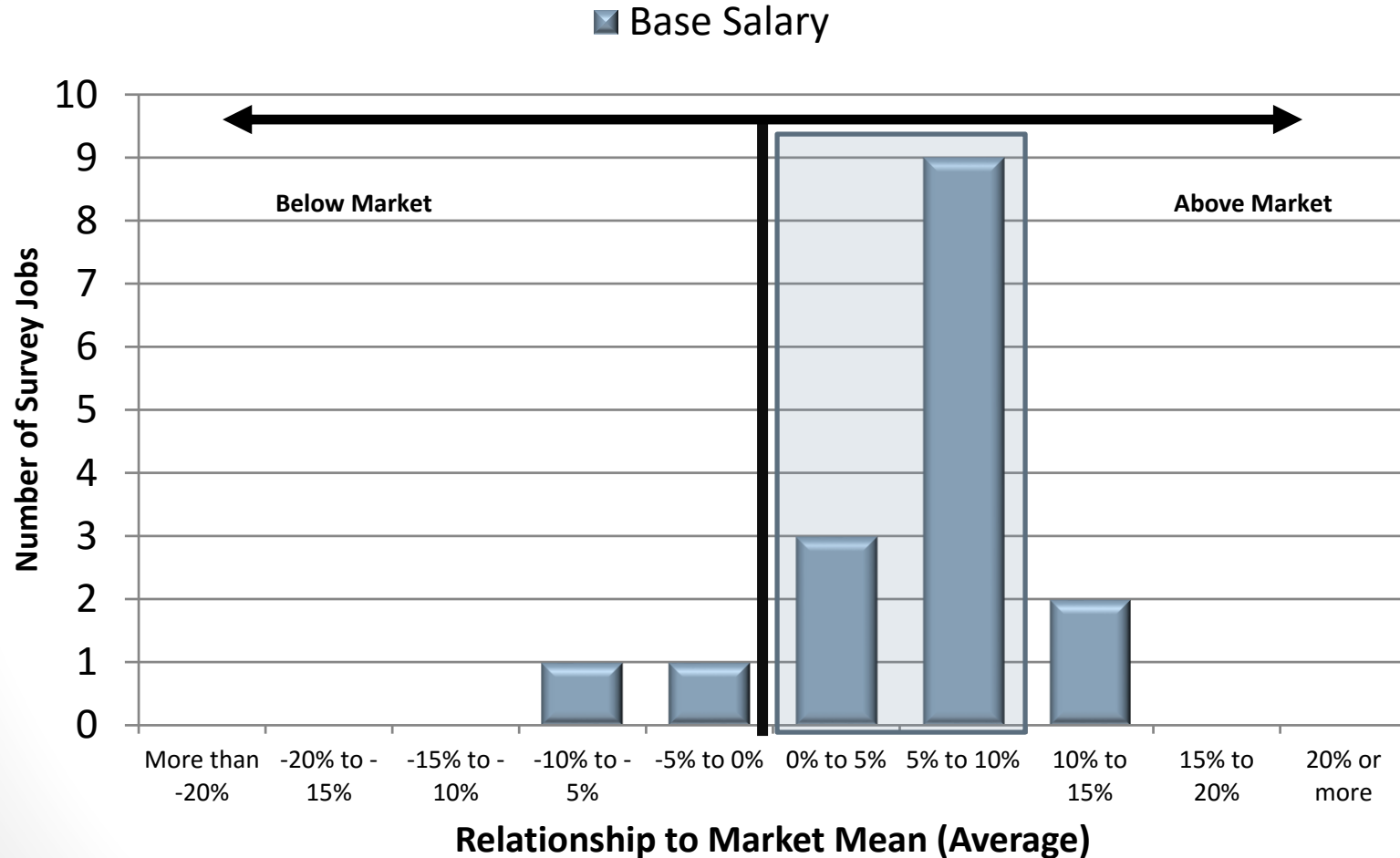


Laguna Hills has a practice of setting salaries 5% above market average

Survey Results

- Base salary
 - The City is 5.4% above market average, consistent with its policy
 - Majority of survey jobs cluster between average and 10% above average
- Total Compensation
 - The City gains an average of 3.3% in market position due to retirement pick-up benefit
 - All but four agencies have moved away from this practice
 - The City's insurance benefits are comparable to the market with benefits that are slightly better than average
 - The City's retirement benefits cost less than most agencies due to a lower formula (including supplemental PARS)
 - The City does not have a long term liability for retiree health costs

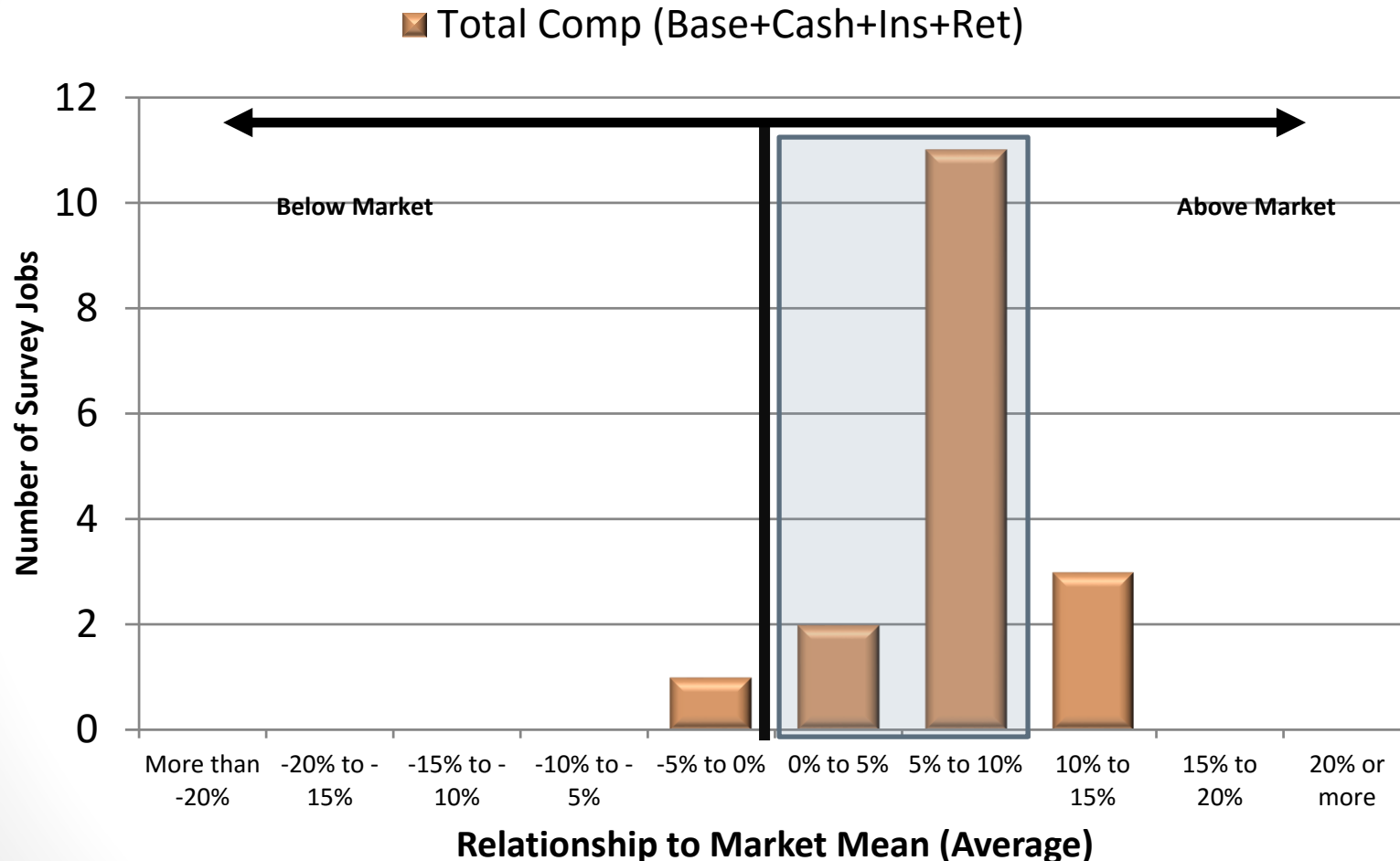
Market Summary - Average



5.4 % above average – Base Salary

Ideally, 80% of the survey jobs should be in shaded region

Market Summary - Average



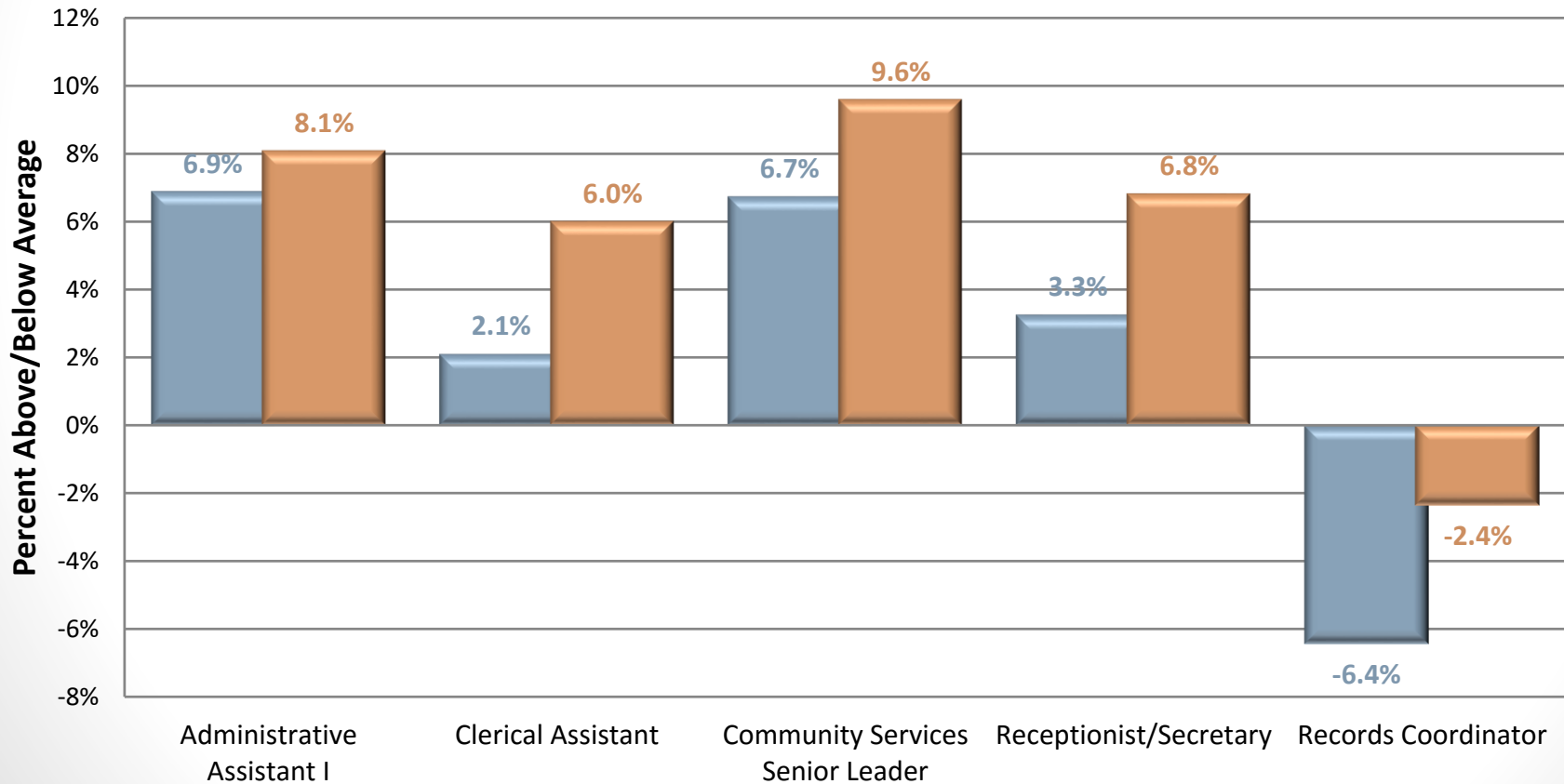
6.9 % above average – Total Comp

6/28/2016 ITEM NO. 6.21
 Really, 80% of the survey jobs
 should be in shaded region

General Jobs

Market Relationship – Average

■ Base ■ Total Comp



5/10/2016

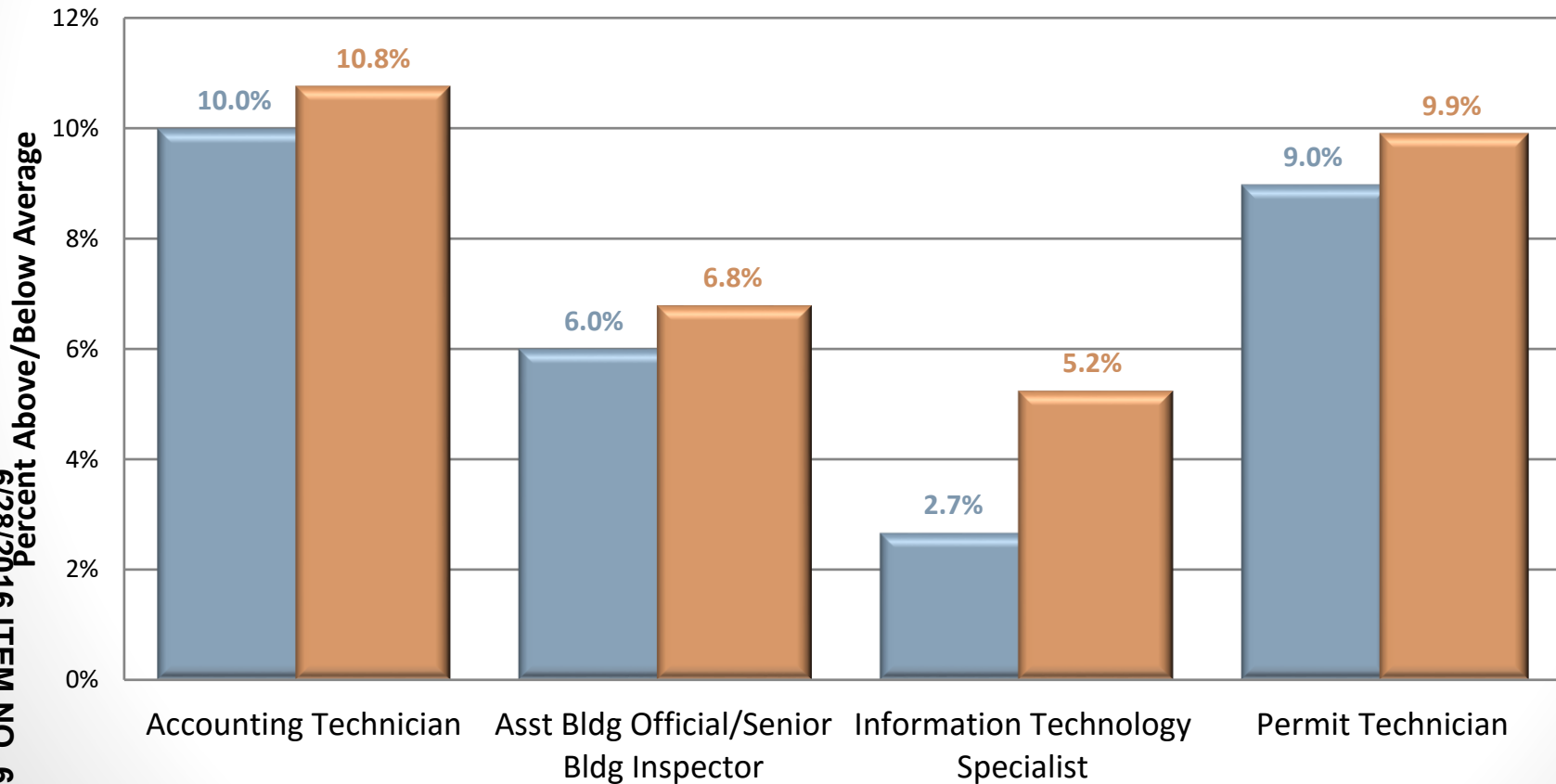
Laguna Hills

8

Technical Jobs

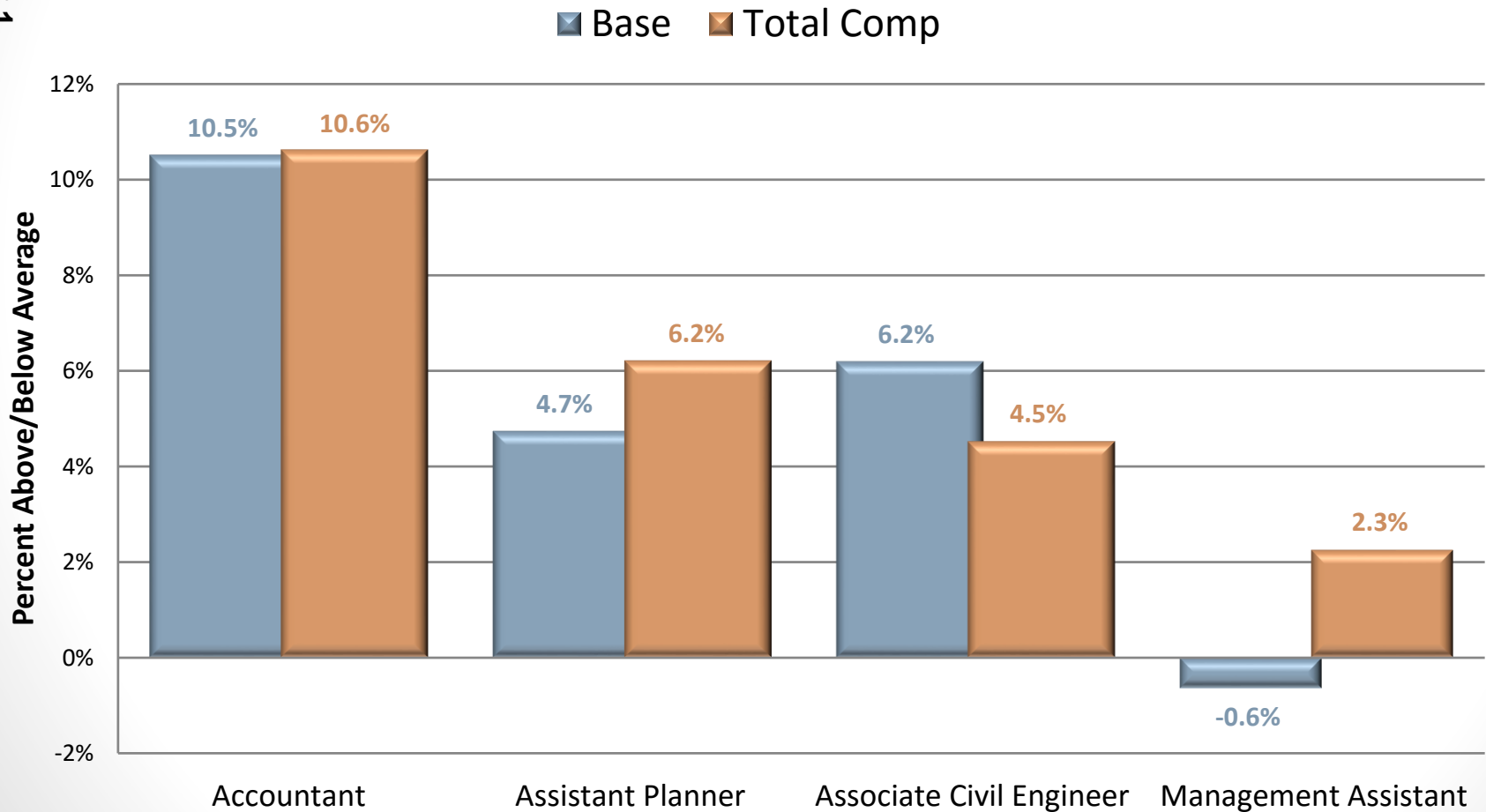
Market Relationship – Average

■ Base ■ Total Comp



Professional Jobs

Market Relationship – Average



5/10/2016

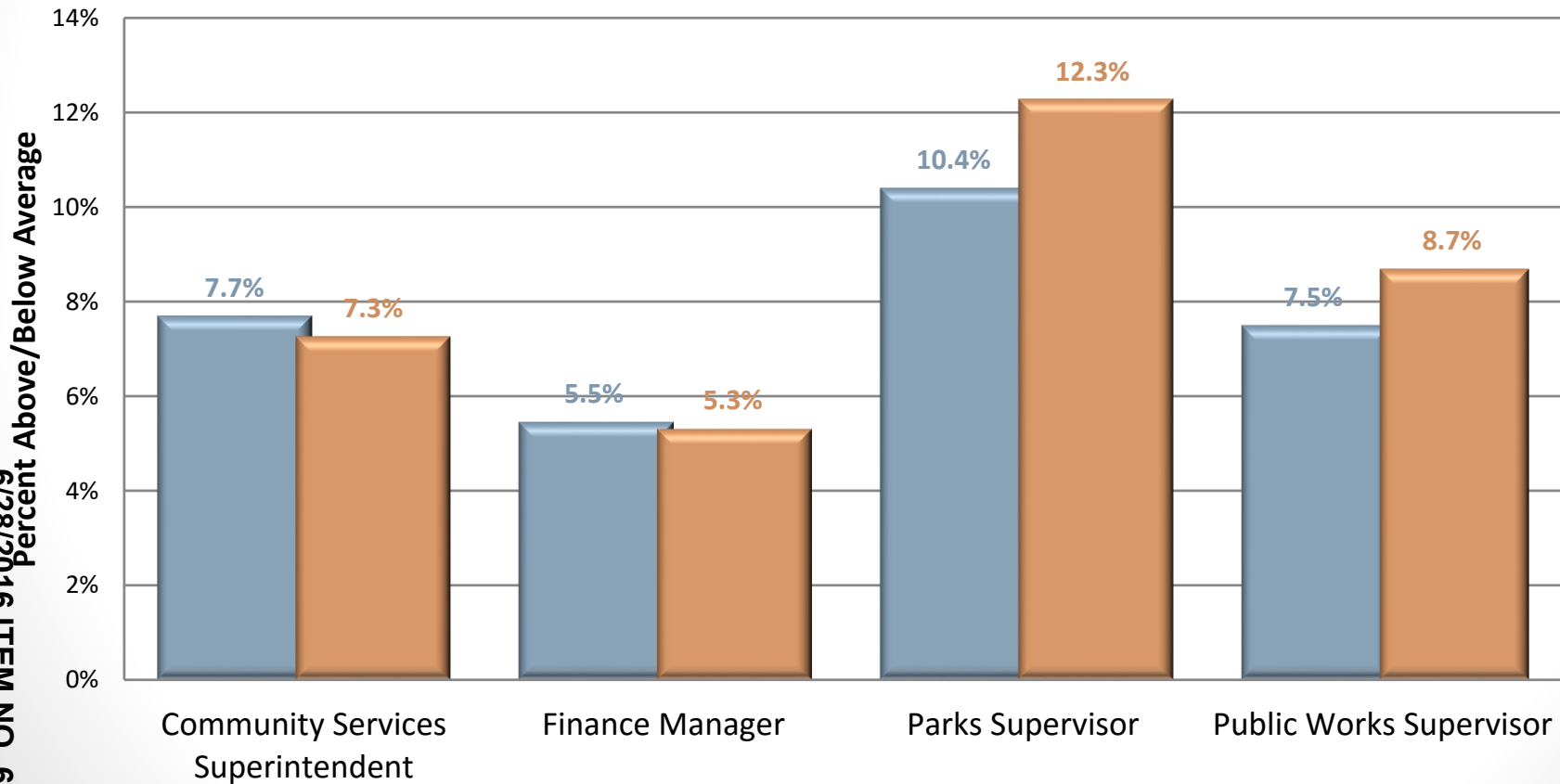
Laguna Hills

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Supervisory Jobs

Market Relationship – Average

■ Base ■ Total Comp

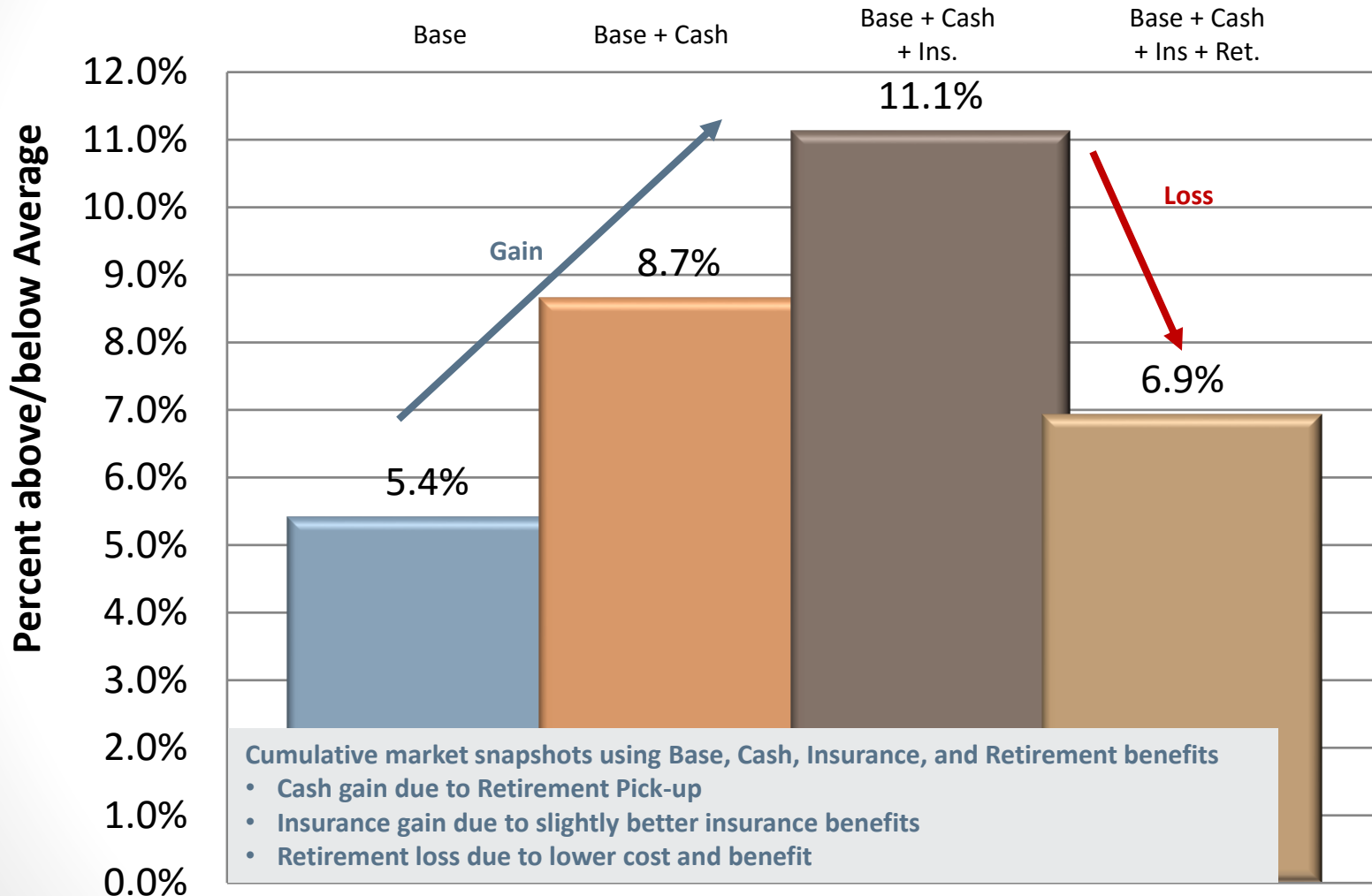


Total Compensation

- Base Salary (range maximum)
- Cash Benefits
 - Employer paid deferred compensation
 - Retirement pick-up (ER contributions on behalf of EE)
- Insurance
 - Health
 - Dental
 - Vision
- Retirement
 - PERS
 - PARS

Retiree health is NOT included in total compensation due to combination of current (HRA) and long term costs (OPEB)

Benefits Summary



Retirement Formulas

- The City is the only agency with a 2@60 formula (majority tier)
- The impact on employee retirement is significant with employees in competing agencies having a retirement benefit 37% - 85% higher at age 55 and 13% - 25% higher at age 60 (see chart on next page)
- When classic tiers are compared (those in effect December 2012), seven agencies have a 2@60 formula
 - The classic tier affects any new employees hired from an existing PERS qualified agency
 - Very few employees are in classic tiers that were put into effect December 2012

Retirement Formula Impacts

Retirement Formula - Highest Tier		Age 55; 30 Years		Age 60; 30 Years	
Survey Agency	Ret. Form.	% Final @ Ret	% Diff in Salary	% Final @ Ret	% Diff in Salary
Brea	2@55	60.0%	37.0%	67.9%	13.1%
Buena Park	2.5@55	75.0%	71.2%	75.0%	25.0%
Cypress	2@55	60.0%	37.0%	67.9%	13.1%
Dana Point	2@55	60.0%	37.0%	67.9%	13.1%
Fountain Valley	2.5@55	75.0%	71.2%	75.0%	25.0%
Irvine	2.7@55	81.0%	84.9%	81.0%	35.0%
Laguna Beach	2.5@55	75.0%	71.2%	75.0%	25.0%
Laguna Niguel	2@55	60.0%	37.0%	67.9%	13.1%
Lake Forest	2@55	60.0%	37.0%	67.9%	13.1%
Mission Viejo	2.7@55	81.0%	84.9%	81.0%	35.0%
Newport Beach	2.5@55	75.0%	71.2%	75.0%	25.0%
Orange	2.7@55	81.0%	84.9%	81.0%	35.0%
Rancho Santa Margarita	2.5@55	75.0%	71.2%	75.0%	25.0%
San Clemente	2@55	60.0%	37.0%	67.9%	13.1%
San Juan Capistrano	2.7@55	81.0%	84.9%	81.0%	35.0%
Tustin	2@55	60.0%	37.0%	67.9%	13.1%
Yorba Linda	2@55	60.0%	37.0%	67.9%	13.1%
Laguna Hills	2@60	43.8%	0.0%	60.0%	0.0%

Retirement Formula Impacts

Retirement Formula - Classic Tier		Age 55; 30 Years		Age 60; 30 Years	
Survey Agency	Ret. Form.	% Final @ Ret	% Diff in Salary	% Final @ Ret	% Diff in Salary
Brea	2@55	60.0%	37.0%	67.9%	13.1%
Buena Park	2@60	43.8%	0.0%	60.0%	0.0%
Cypress	2@55	60.0%	37.0%	67.9%	13.1%
Dana Point	2@55	60.0%	37.0%	67.9%	13.1%
Fountain Valley	2@60	43.8%	0.0%	60.0%	0.0%
Irvine	2@55	60.0%	37.0%	67.9%	13.1%
Laguna Beach	2.5@55	75.0%	71.2%	75.0%	25.0%
Laguna Niguel	2@60	43.8%	0.0%	60.0%	0.0%
Lake Forest	2@55	60.0%	37.0%	67.9%	13.1%
Mission Viejo	2@60	43.8%	0.0%	60.0%	0.0%
Newport Beach	2@60	43.8%	0.0%	60.0%	0.0%
Orange	2.7@55	81.0%	84.9%	81.0%	35.0%
Rancho Santa Margarita	2@60	43.8%	0.0%	60.0%	0.0%
San Clemente	2@55	60.0%	37.0%	67.9%	13.1%
San Juan Capistrano	2@57	53.1%	21.2%	70.1%	16.9%
Tustin	2@60	43.8%	0.0%	60.0%	0.0%
Yorba Linda	2@55	60.0%	37.0%	67.9%	13.1%
Laguna Hills	2@60	43.8%	0.0%	60.0%	0.0%

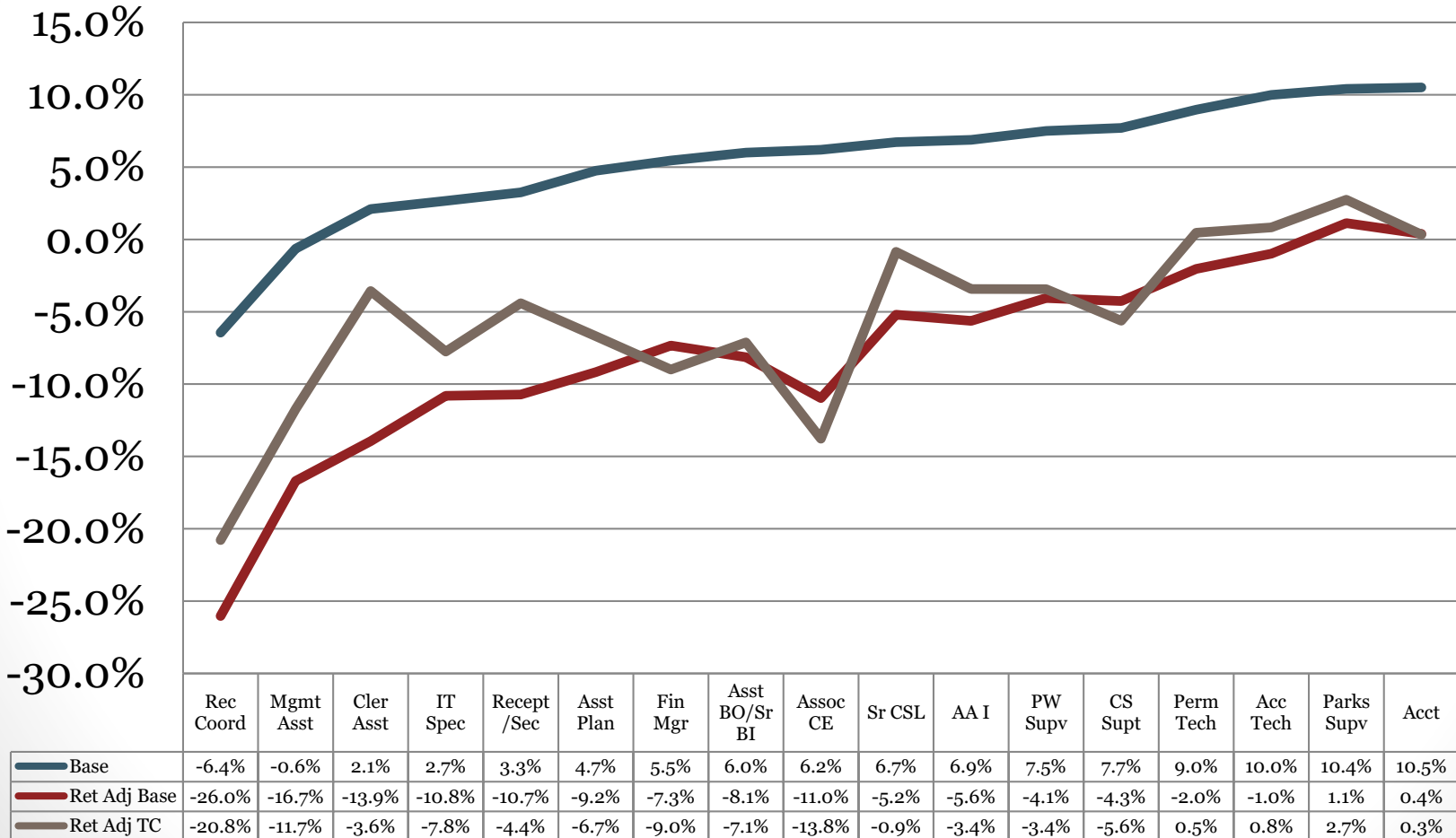
Retirement –PV Model

- Captures the “present value” of future retirement earnings
- Includes PERS and PARS benefits
- Assumptions:
 - Age 55 retirement (majority of the market is age 55)
 - 30 years of employment
 - Age 79 life expectancy
 - 2% CPI
 - 5% investment return for PARS
- Objective:
 - Create a base salary adjusted for differences in retirement

Retirement Adjusted

Market Relationship – Retirement Adjusted

Percent above/below Average



5/10/2016

Laguna Hills

Retiree Health - Sample

Survey Agency	HSA/ HRA	OPEB Cost	Sum	Actuarial Accrued Liability
Brea		\$430	\$430	\$18,197,000
Buena Park		\$169	\$169	\$7,631,630
Cypress	\$75	\$501	\$576	\$8,357,000
Dana Point				
Fountain Valley		\$1,070	\$1,070	\$39,603,775
Irvine	\$145	\$65	\$210	\$5,266,000
Laguna Beach	\$100	\$59	\$159	\$1,634,753
Laguna Niguel		\$339	\$339	
Lake Forest		\$63	\$63	\$551,506
Mission Viejo	\$100	\$489	\$589	\$8,900,000
Newport Beach	\$113	\$274	\$386	\$42,638,000
Orange		\$277	\$277	\$27,592,128
Rancho Santa Margarita		\$174	\$174	\$272,705
San Clemente		\$83	\$83	\$1,861,276
San Juan Capistrano		\$147	\$147	\$1,183,725
Tustin		\$425	\$425	\$12,050,000
Yorba Linda		\$1,329	\$1,329	\$14,453,000
Laguna Hills	\$417		\$417	

- Includes “current costs” to employer
- OPEB only includes Annual Required Contribution which does not include long term costs for “pay-as-you-go” retiree health benefits
- Understates cost for most agencies

RESOLUTION NO. 2016-06-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2016

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

WHEREAS, the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA") have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and the City Council Resolution No. 2012-02-14-3; and

WHEREAS, the City and the LHCEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 1, 2016 through June 30, 2018; and

WHEREAS, a previous Memorandum of Understanding ("MOU") between the City of Laguna Hills and the LHCEA was approved and adopted by the City Council which was effective between July 1, 2013 and June 30, 2016.

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

SECTION 1. The MOU, attached hereto, between the City and LHCEA is approved and adopted effective July 1, 2016. All previous resolutions pertaining to the MOU between the City and LHCEA are hereby superseded effective July 1, 2016.

PASSED, APPROVED, AND ADOPTED this 28th day of June 2016.

BARBARA D. KOGERMAN, 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. 2016-06-28-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 28th day of June 2016, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

**Memorandum of Understanding
between the
City of Laguna Hills and the
Laguna Hills City Employees Association**

I. This Memorandum of Understanding shall be effective July 1, 2016 and shall remain in effect until June 30, 2018.

II. Recognition

A. The City of Laguna Hills recognizes the Laguna Hills City Employees Association ("LHCEA" or the "Association") as the exclusive bargaining representative for all regular full-time, and extended part-time non-management and non-confidential employees as those positions are defined in the Employer-Employee Relations Resolution adopted by the City. The terms of this MOU will only apply to those employees who are part of LHCEA.

III. Types of Employees

A. Full Time: 40 hrs/wk (80/2 wks)

B. Extended Part Time: 20 or more but less than 40 hrs. Such employees are at-will.

C. Temporary: Of limited duration, not to exceed 12 months. With the exception of an absence due to disability, no work currently being performed by bargaining unit employees may be performed by temporary employees. Such employees are at-will.

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit as of the time of the signing of this MOU is as follows:

FULL-TIME POSITIONS – NON-MANAGEMENT	MONTHLY RANGE	
Accountant	\$6,490	\$7,889
Accounting Specialist	\$5,123	\$6,226
Administrative Assistant I	\$4,967	\$6,038
Asst Bldg Official/Senior Bldg Inspector	\$6,892	\$8,378
Assistant Planner	\$5,630	\$6,844
Associate Engineer	\$7,972	\$9,690
Community Services Superintendent	\$8,962	\$10,893
Finance Manager	\$9,844	\$11,966
Information Technology Specialist	\$7,103	\$8,634
Management Assistant	\$5,477	\$6,658

Parks Supervisor	\$7,192	\$8,743
Permit Technician	\$4,875	\$5,926
Public Works Supervisor	\$7,192	\$8,743
Receptionist/Secretary	\$4,029	\$4,897
Records Management Coordinator	\$5,231	\$6,359
Recreation Coordinator	\$4,235	\$5,147
EXTENDED PART-TIME POSITIONS	HOURLY RANGE	
Clerical Assistant	\$19.54	\$23.76
Recreation Coordinator	\$24.43	\$29.69
Senior Planner	\$44.11	\$53.62

B. Salary Increases

The salary increases reflected in the schedule set forth in Section A above include an increase of 2% (Consumer Price Index ("CPI") for April 2016). In addition, ranges which are below the comparator agency average as set forth in the 2016 compensation report, have been increased to equal 5% above the average for each position. Effective July 1, 2017, the City agrees to further increase salary ranges in accordance with the CPI for April 2017 for the Los Angeles- Riverside-Orange County area for All Urban Consumers. The City also agrees to conduct a comprehensive compensation study in March 2018. The City will use the same comparator agencies that were surveyed in the 2016 compensation study.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or first step of the higher classification, whichever is higher. Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time and extended part-time, non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or
2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the Assistant City Manager, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The Administrative Services Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

H. Car Allowance

The following positions, at the discretion of the City Manager, may be eligible for a monthly automobile allowance in lieu of mileage reimbursement:

Asst Bldg Official/Senior Bldg Inspector-\$ 500

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates from 7:30 a.m. to 5:30 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Fridays.
2. Full-time non-management employees work a 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.
3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight hour day during a two week period for a total of eighty hours.

B. Work Week

The workweek is a fixed and recurring period of 168 hours, or seven consecutive 24-hour periods. The workweek begins and ends on either mid-shift Mondays or mid-shift Fridays depending on whether an employee takes every other Friday off or every other Monday off. The workweeks are structured on an individual or group work basis so that 40 hours of work regularly occurs during the fixed and regularly reoccurring period of 168 hours. The specific workweek for each employee is fixed by the City Manager or his designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. Lunches and breaks are provided as follows:

1. Full-Time, Non-Management Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

9 hour days for employees on a 9/80 work schedule: 1 hour lunch, two 15-minute breaks

2. Part-Time Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

6-7 hour day: 1/2 hour lunch, two 15-minute breaks

4-5 hour day: one 15-minute break

4 hours: no break

VI. Recruitment

The Assistant City Manager will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The Assistant City Manager will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the Assistant City Manager will not be required to promote that individual and may use his discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the Assistant City Manager will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one year probation period. A Department Director must specifically affirm that an employee has passed probation before he or she will have actually passed probation.

2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The six month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.

3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager, or designee, shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.

2. Extend the employee's probationary period.

3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.

4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days' notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer pass-words, security codes, and other City-owned property shall be given or returned to the Assistant City Manager.

3. Compensation

When all City property has been returned, the employee shall receive a two week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with current City policies.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in

excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the Assistant City Manager shall schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of "improvement needed"; second, all employees having ratings of "competent"; third, all employees having ratings of "outstanding."

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

A. Determine the mission of its constituent departments and boards;

- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;
- G. Relieve its employees from duty because of lack of work or for other legitimate reasons;
- H. Maintain the efficiency of governmental operations;
- I. Determine the methods, means, and personnel by which governmental operations are to be conducted;
- J. Take all necessary actions to carry out its mission in emergencies;
- K. Exercise control and discretion over its organization and the technology of performing its work.
- L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and
- M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

- A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.
- B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.
- C. The right to work in a safe work environment.
- D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.

B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for purposes of posting information relevant to the Association and its meetings.

C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings with management. In addition, bargaining unit employee shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

A. The City will observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Day

B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both (1) the regularly scheduled work assignment immediately prior to a holiday and (2) the regularly scheduled working assignment immediately after that holiday.

C. Full-time employees shall receive 108 holiday hours as set forth herein and use the remaining time as discretionary holiday leave subject to supervisor approval.

D. Extended part-time employees shall receive a maximum of 54 hours for observed holidays as set forth in Section XII. A. above and use the remaining time as discretionary holiday leave subject to supervisor approval.

E. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.

F. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

G. On the anniversary of the 20th year of full-time service, employees shall receive a one time allotment of 40-hours of discretionary holiday leave which must be used in a twelve month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, 36 discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall operations, all requested time off shall be first approved by the employee's immediate Supervisor and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor by filling out a Leave Request form as soon as practicable.
- Final approval of time off rests with the Department Head.
- Vacation leave may only be taken in increments of one hour.

1. Vacation

a. Full-time, non-management employees accrue vacation according to the following schedule:

Years of Service	Rate
0-3	80 hrs/yr or 6.667 hrs/mo
3-10	120 hrs/yr or 10 hrs/mo
10+	160 hrs/yr or 13.334

b. Extended part-time employees accrue vacation leave of 40 hours per year or 3.34 hours per month.

c. Vacation Buy Back

Upon separation or retirement from City service, all employees shall be compensated at their current pay scale for their accrued vacation. No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start

of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

2. Sick Leave

a. All full-time employees shall accrue sick leave at a rate of 8 hours per month. Extended part-time shall accrue sick leave at a rate of 4 hours per month.

b. All full-time employees prior to completing ten years of service as full-time employees, (hereafter, "ten-year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon honorable retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits set forth above can be exceeded to a maximum of 480 hours.

c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes.

d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days' notice for foreseeable leaves such as birth, adoption, or planned medical treatment.

e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.

f. Care for Ill Family Member. Employees may use half of their accrued sick leave for the care of an ill child, parent, spouse, grandparent, grand-child, sibling, or registered domestic partner. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time and extended part-time employees shall receive 3 days bereavement leave for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the Assistant City Manager, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to ten (10) working days of service with full pay while performing jury duty services. If an employee is required to serve more than ten working days, then the City Manager may grant an extension of time off with or without pay.

a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.

b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.

b. Prior to use of any military leave, an official copy of military orders must be submitted to the Administrative Services Department.

7. Administrative Leave with Pay Pending Investigation into Possible Misconduct

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)

2. Time off for voting. The City will provide reasonable time off to vote if based on the employee's residence and hours of work, he or she is not able to vote either before or after work.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (Cal PERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and pay all employees' contributions to PERS as deferred income. Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation.

For Tier 1 employees, beginning July 1, 2016, employees shall pay 3.0% toward the City's normal cost rate of its pension program with PERS (as determined by PERS). This amount will increase to 3.75% on July 1, 2017. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program with PERS.

B. Medical Insurance

1. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City.

Effective July 1, 2016, the City will contribute the following towards employees' health insurance premium:

Employee Only	\$629.54
Employee + One	\$1,259.59
Employee + Family	\$1,637.82

During the term of this agreement, City contributions to either the PPO or HMO plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

For extended part-time employees, the City will provide and pay 50% of the City contribution amount paid to full-time employees.

2. Employees are responsible for notifying the Administrative Services Department of changes in personal information including marital status, number or age of dependents, name, address, etc.

3. Medical insurance is subject to an open enrollment in October of each year.

4. Upon separation or dismissal, the employee should contact the Administrative Services Department to make the necessary changes concerning insurance coverage.

5. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents.

E. Life Insurance

1. Effective August 1, 2016, the City will provide and pay life insurance for full-time and extended part-time employees based on 150% of their base annual salary up to a maximum \$250,000.

2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees the ICMA Retirement Corporations Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

The City shall provide a retiree health savings plan as set forth in Resolution No. 2001-12-11-2.

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Effective August 1, 2016, benefits begin after a 14-day elimination period and may continue for 24 weeks.

2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 14-day elimination period.

3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six month short-term disability period.

XV. Grievance Procedure

A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.

B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter, no further action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Assistant City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Assistant City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

a. Request a reply from the Assistant City Manager within 20 working days of filing the original statement of grievance.

b. The Assistant City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will

be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

XX. Annual Labor / Management Committee Meetings

The City and Association agree to implement annual labor / management committee meetings. The Association may request additional meetings if needed.

BRUCE E. CHANNING
CITY MANAGER

KATIE CROCKETT
LHCEA PRESIDENT

DONALD WHITE
ASSISTANT CITY MANAGER

JAMES HASTON
LHCEA VICE PRESIDENT

MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER

Date

Date



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 28, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: MODIFICATION OF THE SCOPE OF THE LA PAZ ROAD SIDEWALK
WIDENING PROJECT AND AUTHORIZATION TO PROCEED WITH
RIGHT-OF-WAY ACQUISITION, CIP NO. 171**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MODIFICATION
OF THE SCOPE FOR THE LA PAZ ROAD SIDEWALK WIDENING PROJECT,
CIP NO. 171, TO CONSTRUCT ONLY THE NORTHERLY SIDEWALK WIDENING, AND
AUTHORIZE STAFF TO PROCEED WITH THE OFFER TO PURCHASE AND ACQUIRE
RIGHT-OF-WAY AS NEEDED FOR THE MODIFIED PROJECT SCOPE.**

SUMMARY:

In accordance with City Council direction at the meeting of May 10, 2016, staff deferred right-of-way acquisition for the subject project, sought approval from the Southern California Association of Governments (SCAG) to modify the scope of the project to only acquire right-of-way and construct the northerly sidewalk widening, and pursued additional grant funding for the future construction of the southerly sidewalk widening. Working with our partners at the Orange County Transportation Authority (OCTA), the Active Transportation Program Oversight Committee of SCAG has convened and approved the City's request to modify the scope of the project to allow all project grant funds to be applied to only the northerly sidewalk widening. Accordingly, City Council is requested to approve the modified project scope and authorize staff to proceed with the issuance of the necessary Offers to Purchase to the four residential property owners to acquire the necessary right-of-way for the modified project limits.

BACKGROUND:

The La Paz Road Sidewalk Widening Project, CIP No. 171, seeks to expand the existing sidewalk in the general vicinity of Valencia Elementary School from the existing four-foot width to an arterial highway standard eight-foot width to better accommodate pedestrians and specifically facilitate access for elementary school aged pedestrians attending Valencia Elementary School. The original project limits were: (1) on the northerly side of

La Paz Road from Paseo de Valencia to Grissom Road; and (2) on the southerly side of La Paz Road from Paseo de Valencia to 800' easterly along the Valencia Elementary School frontage. As presented to the City Council on May 10, 2016, the projected costs for the right-of-way acquisition and construction of this project were determined to be substantially above the available funding and staff provided the City Council with several options on how to proceed with the project.

The City Council directed staff to defer the right-of-way acquisition for the subject project and to seek the approval from SCAG to modify the scope of the project to only acquire right-of-way and construct the northerly sidewalk widening in order to bring the budget and cost estimates into better alignment. In addition, staff was directed to pursue additional grant funding for the future construction of the southerly sidewalk widening.

Staff is pleased to advise the City Council that, working with our partners at OCTA, the Active Transportation Program Oversight Committee of SCAG convened on June 15, 2016, and approved the City's request to modify the scope of the project to allow all grant funds to be applied to only the northerly sidewalk widening. The approval by SCAG will be forwarded to Caltrans for documentation of the modified project scope.

The project limits on the northerly side of La Paz Road necessarily requires right-of-way acquisition of an approximate width of four and one-half feet and a variable width temporary construction easement from each of four private residential properties. All four property owners have been advised about the project and appraisal work is underway per the original scope of the project for the potential preparation of purchase offers for these property areas. If approved by the City Council, the appraisal work will lead to offers of just compensation to each property owner for both the permanent right-of-way easement for the sidewalk widening and the temporary construction easement for the construction work area. An offer of just compensation will be made in accordance with the fair market value of the property plus the cost to mitigate project related impacts to existing private improvements along with other pertinent factors considered by the appraiser. Based upon informal outreach with the property owners about the project, staff has reasonable assurance that all four residential property owners are supportive of the project.

The City will seek the voluntary acquisition of the right-of-way from the residential properties described above. The right-of-way acquisition cannot be discussed with the property owners until an appraisal is completed and a formal "Offer to Purchase" is presented to each property owner in accordance with a formal legal process. If one or more property owners decide to oppose the voluntary purchase of the property, the City Council has the authority to acquire the right-of-way for public purposes with just compensation in accordance with the processes authorized by the State Code of Civil Procedure. Should such an action be necessary, it would require a four-fifths vote of the City Council and would still include the payment of just compensation to the property owner.

The City Council is requested to confirm its support for the modified project scope for the right-of-way acquisition and construction of only the Northerly La Paz Road Sidewalk Widening, from Paseo de Valencia to Grissom Road, and is requested to approve the initiation of the right-of-way acquisition process, including proceeding with an appraisal and subsequent issuance of the Offer to Purchase to acquire the necessary right-of-ways described herein.

Staff has also proceeded to seek additional grant funds for the future widening of the Southerly La Paz Road Sidewalk Widening by submitting an application on June 14, 2016, to the State of California for Cycle 3 Active Transportation Program funding. The project grant program submittal requested funding for right-of-way acquisition and construction funds in the amount of \$1,010,000. It will be many months before the grant submissions will be evaluated and selected for funding. If approved for funding in Cycle 3, the funding will become available in Fiscal Year 2019/2020.

FISCAL IMPACT:

The Capital Improvement Program Budget for the La Paz Road Sidewalk Widening Project, CIP No. 171, is included in the current budget cycle in the total amount of \$565,000. The budgeted work and current cost estimates for the Northerly La Paz Road Sidewalk Widening are as follows:

<u>Line Item</u>	<u>Design and R/W</u>	<u>Construction</u>	<u>Total</u>
Budget	\$175,000	\$390,000	\$565,000
Current Cost Estimate	<u>\$251,000</u>	<u>\$373,000</u>	<u>\$624,000</u>
Difference	(\$ 76,000)	\$ 17,000	(\$59,000)

The Northerly La Paz Road Sidewalk Widening, subject to bid results, will require an additional General Fund commitment of approximately \$59,000 for the project, assuming that the necessary right-of-way can be voluntarily acquired as discussed herein. Any amendments to the Capital Improvement Program Budget will be addressed when the future construction contract award is considered.

CEQA FINDINGS:

City Council has previously adopted a Categorical Exemption for this project in accordance with the following CEQA Guidelines: Section 15301, Class 1, "Existing Facilities;" Section 15302, Class 2, "Replacement or Reconstruction;" Section 15303, Class 3, "New Construction;" Section 15304, Class 4, "Minor Alterations to Land;" and Section 15305, Class 5, "Minor Alterations in Land Use Limitations."

