



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 11, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

**Janine Heft, Mayor Pro Tempore
Erica Pezold, Council Member**

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

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

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.

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

The City Council will convene into Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (2) of subdivision (e) of Government Code Section 54956.9: (1 potential case). Letter from the Law Offices of Tracey H. Ettinghoft, dated May 13, 2019, addressed to Christ Community Preschool, Christ Community Church, and the City of Laguna Hills, which includes a statement threatening litigation if the preschool playground area is not moved to the Palm Court area and alleged excessive noise abated.

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**ADJOURN TO CITY COUNCIL CONFERENCE ROOM****CONVENE INTO CLOSED SESSION**

The City Council will convene into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBERS**RECESS**



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

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Erica Pezold, Council Member**

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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: MAYOR PRO TEMPORE HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison.

1.2 Certificate of Recognition, Lucas Fellows, Laguna Hills High School Student Liaison and Kira Presley, Laguna Hills High School Student Liaison Alternate for the Spring 2019 Semester

Recommendation: That Mayor Sedgwick present Certificates of Recognition to Lucas Fellows and Kira Presley recognizing their service as the Laguna Hills High School Student Liaison and Student Liaison Alternate.

1.3 Presentation of Proclamation for "Drowning Prevention Awareness"

Recommendation: That the City Council issue a Proclamation declaring May through October as "Drowning Prevention Awareness" and that Mayor Sedgwick present the Proclamation to Michael Contreras, Battalion Chief, Orange County Fire Authority.

1.4 Laguna Hills 3/5 Marine Support Committee

Recommendation: That the City Council receive an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

1.5 OC Mosquito and Vector Control District Update

Recommendation: That the City Council receive an update from Rick Howard, District Manager, OC Mosquito and Vector Control District.

1.6 U.S. Census Bureau Presentation

Recommendation: That the City Council receive a presentation regarding the 2020 Census from Laleh Vafaei, Partnership Specialist, U.S. Census Bureau.

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 Warrant Register for June 11, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 17, 2019, to May 31, 2019, in the amount of \$340,858.42.

3.3 Approval of Fiscal Year 2019-20 Law Enforcement Services Agreement with the County of Orange

Recommendation: That the City Council approve the Fiscal Year 2019/20 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

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

Recommendation: That the City Council: (1) Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the status

and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program."

3.5 Agreement with the County of Orange for Community Development Block Grant (CDBG) Public Facilities and Improvements for the Florence Sylvester Memorial Senior Center for FY 2019-20

Recommendation: That the City Council: (1) Approve the Agreement between the County of Orange and the City of Laguna Hills for Public Facilities and Improvements for Fiscal Year 2019-2020; and (2) Authorize the City Manager to execute the Agreement.

3.6 Proposed Amendment No. 1 to the Consulting Services Agreement with Eco/Nomics, Inc., for Continued Solid Waste and Recycling Consulting Services

Recommendation: That the City Council approve and authorize the Mayor to execute Amendment No. 1 to the current Consulting Services Agreement with Eco/Nomics, Inc., to extend the term of the Agreement for an additional two years (Renewal Term) and to increase the Maximum Contract Amount by \$80,000 from \$250,000 to \$330,000.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

4.2. PUBLIC COMMENTS

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

4.3. APPROVAL OF MINUTES

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Site Development Permit/Master Sign Program (SDPM/MSP 8-18-4281), a Request by AKC Permit Co., on Behalf of Property Owner MPVCA Laguna LLC., Establishing a Master Sign Program for the

**Commercial Office Building Located at 24022 Calle De La Plata in
the Village Commercial Zoning District**

Recommendation: That the Planning Agency take the following actions: (1) Conduct a Public Hearing; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations under Class 1 - Existing Facilities exemption, and Class 11 - Accessory Structures exemption; and (3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving SDPM/MSP No. 8-18-4281, a request by AKC Permit Co., on behalf of property owner MPVCA Laguna LLC., establishing a Master Sign Program for the commercial office building located at 24022 Calle de la Plata in the Village Commercial zoning district."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 New Office Space for City Council Members

Recommendation: That the City Council provide direction to staff.

6.2. Assistant City Manager/Public Services Director

6.2.1 Award of Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc.

Recommendation: That the City Council award the Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc., in the low annual base bid amount of \$1,042,896.00, reject all other bids, and authorize the Mayor to execute the Agreement.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be June 25, 2019, 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 7, 2019, at 5:00 pm.



City Clerk

June 6, 2019

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Certificate of Recognition, Lucas Fellows, Laguna Hills High School Student Liaison and Kira Presley, Laguna Hills High School Student Liaison Alternate for the Spring 2019 Semester

RECOMMENDATION: That Mayor Sedgwick present Certificates of Recognition to Lucas Fellows and Kira Presley recognizing their service as the Laguna Hills High School Student Liaison and Student Liaison Alternate.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Lucas Fellows has served as the Student Liaison and Kira Presley has served as the Student Liaison Alternate for the Spring 2019 semester. Fellows and Presley have served as the Student Liaison and Student Liaison Alternate with distinction, and it is in order to recognize their service.

ATTACHMENTS:

- Certificates of Recognition



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

LUCAS FELLOWS Laguna Hills High School Student Liaison

February 12, 2019, through June 11, 2019

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Lucas Fellows was appointed to serve as the Student Liaison to the City Council and took the Oath of Office on February 12, 2019; and

WHEREAS, Lucas Fellows has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Lucas Fellows for his service to the City as Student Liaison to the City Council.

Dated this 11th day of June 2019.

DON SEDGWICK, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

KIRA PRESLEY
Laguna Hills High School
Student Liaison Alternate

February 12, 2019, through June 11, 2019

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Kira Presley was appointed to serve as the Student Liaison Alternate to the City Council and took the Oath of Office on February 12, 2019; and

WHEREAS, Kira Presley has served as the Student Liaison Alternate with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Kira Presley for her service to the City as Student Liaison Alternate to the City Council.

Dated this 11th day of June 2019.

DON SEDGIWCK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Presentation of Proclamation for "Drowning Prevention Awareness"

RECOMMENDATION: That the City Council issue a Proclamation declaring May through October as "Drowning Prevention Awareness" and that Mayor Sedgwick present the Proclamation to Michael Contreras, Battalion Chief, Orange County Fire Authority.

SUMMARY:

The City received a request from the Orange County Fire Authority (OCFA) to issue a Proclamation declaring the City's participation in the "Always Watch Your Child Around Water" and "Never Swim Alone" campaigns from May through October. Staff is recommending that the City Council issue the Proclamation to be presented to OCFA Battalion Chief Michael Contreras at the June 11, 2019, City Council meeting.

ATTACHMENTS:

- Proclamation - Drowning Prevention Awareness



CITY OF LAGUNA HILLS

PROCLAMATION DROWNING PREVENTION AWARENESS MAY THROUGH OCTOBER

WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age; and

WHEREAS, roughly one third of drowning victims in Orange County are age 50 and older, who also experience a greater likelihood of dying from these injuries; and

WHEREAS, in 2016, the Orange County Fire Authority and the Orange County Health Care Agency convened the Orange County Task Force on Drowning Prevention to educate the community on ways to prevent drownings; and

WHEREAS, fatal and non-fatal drowning is a silent event, occurring in as little as two inches of water, including swimming pools, spas, lakes, the ocean, and any other body of water; and

WHEREAS, the themes of this year's water safety campaign "Always Watch Your Child Around Water" and "Never Swim Alone," give in-depth information that will be provided by staff on what Orange County residents can do to prevent drowning; and

WHEREAS, the initiatives set forth in the "ABCs of Water Safety" program will increase public awareness regarding proper procedures to prevent this needless tragedy; and

WHEREAS, the Orange County Fire Authority, in collaboration with the Orange County Task Force on Drowning Prevention, will be taking this opportunity to increase public awareness about drowning prevention through a diverse community outreach campaign; and

WHEREAS, the Orange County Fire Authority will launch its 24-week water safety campaign in May and continue through October;

NOW, THEREFORE, I, Don Sedgwick, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim its participation in the "Always Watch Your Child Around Water" and "Never Swim Alone" 2019 campaigns—that kick-off in May and continue through October by encouraging all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

Dated this 11th day of June 2019.

DON SEDGWICK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for June 11, 2019

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from May 17, 2019, to May 31, 2019, in the amount of \$340,858.42.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from May 17, 2019, to May 31, 2019, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - June 11, 2019
- Warrant Register - Payables Detail Report - June 11, 2019



City of Laguna Hills, CA

Warrant Register - June 11, 2019

By Check Number

Date Range: 05/17/2019 - 05/31/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8816200	Z-PS-0013	JACOBOWITZ, DANNY	05/23/2019	42.00
8816201	O-1500	ORANGE COUNTY REGISTER	05/23/2019	460.19
8816202	Z-CS-0174	ROSAS, EZEQUIL	05/23/2019	500.00
8816203	S-1902	SAN DIEGO GAS & ELECTRIC	05/23/2019	31,553.52
8816204	S-2289	SANDS, CINDY	05/23/2019	834.68
8816205	S-2294	SIMONIAN, GREG	05/23/2019	428.70
8816206	S-1904	SOUTHERN CALIFORNIA EDISON	05/23/2019	13,568.97
8816207	A-0359	ANDERSON PENNA PARTNERS, INC.	05/30/2019	14,250.00
8816208	A-0365	AT&T - CALNET 3	05/30/2019	20.56
8816209	B-0434	BREW HA HA PRODUCTIONS, LLC	05/30/2019	4,000.00
8816210	C-0412	C&D ELECTRIC, INC.	05/30/2019	2,294.10
8816211	C-1177	CANON FINANCIAL SERVICES, INC.	05/30/2019	500.75
8816212	C-1179	CANON SOLUTIONS AMERICA	05/30/2019	285.44
8816213	C-0324	CITY OF MISSION VIEJO	05/30/2019	48,319.75
8816214	C-1096	CODE PUBLISHING COMPANY, INC.	05/30/2019	157.50
8816215	C-1139	COMPLETE OFFICE OF CALIFORNIA	05/30/2019	522.54
8816216	C-1176	COMPUTER SERVICE CO.	05/30/2019	4,357.84
8816217	D-0573	DONALD J. HANNAH & ASSOCIATES	05/30/2019	5,050.00
8816218	E-0593	EISENBERG, DALE	05/30/2019	661.50
8816219	E-0553	ELKINS, CHRISTINA	05/30/2019	95.20
8816220	Z-CD-0142	EVEREVE BUILDING & DESIGN	05/30/2019	690.00
8816221	E-0600	EWING IRRIGATION PRODUCTS, INC	05/30/2019	27.72
8816222	G-0791	GORMAN, RON	05/30/2019	415.80
8816223	G-0844	GREEN MART, INC.	05/30/2019	926.65
8816224	G-0843	GRIEGO-SANDS, CINDY	05/30/2019	66.18
8816225	H-0959	HABASH, JOHN	05/30/2019	117.60
8816226	H-0829	HARTZOG & CRABILL, INC.	05/30/2019	16,229.00
8816227	H-0934	HOME DEPOT	05/30/2019	1,844.53
8816228	I-0960	IRV SEAVER MOTORCYCLES	05/30/2019	50.38
8816229	J-1057	JAMEY CLARK, INC.	05/30/2019	1,736.84
8816230	G-0709	JOE A. GONSALVES & SON	05/30/2019	2,900.00
8816231	M-1585	MCDONALD, KAYLE	05/30/2019	51.04
8816232	M-1302	MOULTON NIGUEL WATER DISTRICT	05/30/2019	3,803.33
8816233	N-1474	NIEVES LANDSCAPE, INC.	05/30/2019	83,353.63
8816234	O-1546	OFFICE SOLUTIONS	05/30/2019	737.70
8816235	O-1599	ORANGE COUNTY JUMPERS, LLC	05/30/2019	75.00
8816236	O-1517	ORANGE COUNTY PUMP CORPORATION	05/30/2019	2,628.74
8816237	P-1834	PLACEWORKS, INC.	05/30/2019	3,382.50
8816238	Q-1704	QUICK CRETE PRODUCTS CORP.	05/30/2019	733.78
8816239	R-1969	REVIATION INDUSTRIES	05/30/2019	14,354.30
8816240	R-1813	RPW SERVICES, INC.	05/30/2019	1,960.00
8816241	R-1967	RUSSELL, RICHARD WYATT	05/30/2019	2,187.20
8816242	S-1904	SOUTHERN CALIFORNIA EDISON	05/30/2019	1,584.85
8816243	S-2295	SOUTHERN COMPUTER WAREHOUSE	05/30/2019	1,341.73
8816244	S-2250	SPARKLETTS	05/30/2019	191.40
8816245	S-2059	STAPLETON, VIVIAN	05/30/2019	378.88
8816246	S-2259	STRAIGHT 78	05/30/2019	650.00
8816247	S-2209	STUDIO TWO BLACK DIAMOND	05/30/2019	111.62
8816248	Z-CD-0107	SUN COUNTRY	05/30/2019	500.00
8816249	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	05/30/2019	12,141.94
8816250	T-2663	THE ACTIVE NETWORK	05/30/2019	1,450.64
8816251	W-2337	WEST COAST ARBORISTS, INC.	05/30/2019	522.00

Attachment: Warrant Register - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)

Warrant Register - June 11, 2019

Date Range: 05/17/2019 - 05/31/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816252	R-1801	WOODRUFF, SPRADLIN & SMART	05/30/2019	55,810.20

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	53	0.00	340,858.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	92	53	0.00	340,858.42

Attachment: Warrant Register - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 05/17/2019 - 05/31/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
05/23/2019	SOUTHERN CALIFORNIA EDISON	050819	Street Lights, Traffic Control, Apr '19	100-355-631000	127.70
05/23/2019	SOUTHERN CALIFORNIA EDISON	050819	Street Lights, Traffic Control, Apr '19	100-355-631400	8,913.20
05/23/2019	SOUTHERN CALIFORNIA EDISON	050819	Street Lights, Traffic Control, Apr '19	100-355-631900	3,881.48
05/23/2019	SAN DIEGO GAS & ELECTRIC	050919	Street Lights, Traffic Control, Com Ctr, Apr '19	100-310-631100	8,261.69
05/23/2019	SAN DIEGO GAS & ELECTRIC	050919	Street Lights, Traffic Control, Com Ctr, Apr '19	100-355-631000	7,928.90
05/23/2019	SAN DIEGO GAS & ELECTRIC	050919	Street Lights, Traffic Control, Com Ctr, Apr '19	100-355-631400	11,717.11
05/23/2019	SAN DIEGO GAS & ELECTRIC	050919	Street Lights, Traffic Control, Com Ctr, Apr '19	100-355-631900	3,363.98
05/23/2019	SAN DIEGO GAS & ELECTRIC	050919A	Street Lights, Traffic Control, Apr '19	100-355-631000	139.56
05/23/2019	SAN DIEGO GAS & ELECTRIC	050919A	Street Lights, Traffic Control, Apr '19	100-355-631400	142.28
05/23/2019	ORANGE COUNTY REGISTER	051319	Subscription, City Hall, 6/10/19 - 9/9/19	100-155-626000	460.19
05/23/2019	SIMONIAN, GREG	051619	Reimbursement, New Council Training	100-000-120000	428.70
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-155-611000	40.00
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-155-612000	94.02
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-155-622000	297.79
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-155-625000	62.50
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-195-611000	76.94
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-195-620000	36.07
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-355-611000	132.36
05/23/2019	SANDS, CINDY	051619	Petty Cash Replenishment, Mar - May '19	100-420-611000	95.00
05/23/2019	SOUTHERN CALIFORNIA EDISON	051719	Street Lights, Traffic Control, May '19	100-355-631000	11.73
05/23/2019	SOUTHERN CALIFORNIA EDISON	051719	Street Lights, Traffic Control, May '19	100-355-631400	634.86
05/23/2019	ROSAS, EZEQUIL	FRD-0180	Refund, Facility Deposit, V# 1032386.002	100-000-222000	500.00
05/23/2019	JACOBOWITZ, DANNY	PSV-0013	Refund, Citation No	100-000-460100	42.00
05/30/2019	QUICK CRETE PRODUCTS	0110781-IN	Park Repairs, Public Services, May '19	100-355-720701	733.78
05/30/2019	OFFICE SOLUTIONS	01575368	Office Supplies, May '19	100-195-620000	276.39
05/30/2019	OFFICE SOLUTIONS	01575523	Office Supplies, May '19	100-195-620000	117.05
05/30/2019	OFFICE SOLUTIONS	01581639	Office Supplies, May '19	100-195-620000	113.00
05/30/2019	OFFICE SOLUTIONS	01581643	Operating Supplies, May '19	100-195-622000	201.68
05/30/2019	OFFICE SOLUTIONS	01582018	Operating Supplies, May '19	100-195-622000	29.58
05/30/2019	STRAIGHT 78	051419	Deposit, 4th of July Event	100-000-140000	650.00
05/30/2019	DONALD J. HANNAH & ASSOCIATES	051519	Professional Services, Feb - Apr '19	100-155-700000	5,050.00
05/30/2019	MOULTON NIGUEL WATER DISTRICT	051719	Water Usage, Public Services & Com Ctr, Apr '19	100-310-635100	520.57

Attachment: Warrant Register - Payables Detail Report - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 05/17/2019 - 05/31/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
05/30/2019	MOULTON NIGUEL WATER DISTRICT	051719	Water Usage, Public Services & Com Ctr, Apr '19	100-355-635000	3,282.76
05/30/2019	BREW HA HA PRODUCTIONS, LLC	052019	1/2 Marathon Expense, May '19	100-310-695507	4,000.00
05/30/2019	MCDONALD, KAYLE	052119	Mileage Reimbursement, May '19	100-310-613000	51.04
05/30/2019	HABASH, JOHN	052219	Contract Instructor Services, Dance	100-310-721500	44.10
05/30/2019	EISENBERG, DALE	052219	Contract Instructor Services, Aikido	100-310-721500	661.50
05/30/2019	GORMAN, RON	052219	Contract Instructor Services, Guitar	100-310-721500	415.80
05/30/2019	STAPLETON, VIVIAN	052219	Contract Instructor Services, Early Childhood	100-310-721500	378.88
05/30/2019	RUSSELL, RICHARD WYATT	052219	Contract Instructor Services, Tennis	100-310-721500	2,187.20
05/30/2019	ELKINS, CHRISTINA	052219	Contract Instructor Services, Dance	100-310-721500	36.40
05/30/2019	ELKINS, CHRISTINA	052219a	Contract Instructor Services, Dance	100-310-721500	58.80
05/30/2019	HABASH, JOHN	052219A	Contract Instructor Services, Dance	100-310-721500	73.50
05/30/2019	GRIEGO-SANDS, CINDY	052419	Mileage Reimbursement, Gen Gov, Mar - May '19	100-155-613000	66.18
05/30/2019	SOUTHERN CALIFORNIA EDISON	052519	Street Lights, Traffic Control, May '19	100-355-631000	183.61
05/30/2019	SOUTHERN CALIFORNIA EDISON	052519	Street Lights, Traffic Control, May '19	100-355-631400	954.89
05/30/2019	SOUTHERN CALIFORNIA EDISON	052519	Street Lights, Traffic Control, May '19	100-355-631900	446.35
05/30/2019	C&D ELECTRIC, INC.	117010LH	Park Repairs, Public Services, Apr '19	100-355-720701	411.02
05/30/2019	SUNSET PROPERTY SERVICES	117232	Street Sweeping Services, Apr '19	100-355-720410	12,141.94
05/30/2019	JONSET CORPORATION AT&T - CALNET 3	13006042	Traffic Signal, Public Services, Apr '19	100-355-630000	20.56
05/30/2019	WEST COAST ARBORISTS, INC.	147895	Tree Trimming Services, Apr '19	100-355-720702	522.00
05/30/2019	RPW SERVICES, INC.	14807	Rodent Control, Public Services, Apr '19	100-355-720700	1,560.00
05/30/2019	RPW SERVICES, INC.	14808	Insect Control, Public Services, Apr '19	100-355-720700	400.00
05/30/2019	ORANGE COUNTY PUMP CORPORATION	152327	Park Repairs, Public Services, Apr '19	100-355-720701	2,149.40
05/30/2019	ORANGE COUNTY PUMP CORPORATION	152334	Park Repairs, Public Services, May '19	100-355-720701	479.34
05/30/2019	JOE A. GONSALVES & SON	157440	Legislative Services, Jun '19	100-155-700020	2,900.00
05/30/2019	HARTZOG & CRABILL, INC.	19-0139	Traffic Signal Mgmt Services, Apr '19	100-355-700101	7,969.00
05/30/2019	HARTZOG & CRABILL, INC.	19-0236	Traffic Signal Mgmt Services, Apr '19	100-355-700101	2,611.50
05/30/2019	HARTZOG & CRABILL, INC.	19-0248	Traffic Signal Mgmt Services, Apr '19	100-355-700101	435.00
05/30/2019	HARTZOG & CRABILL, INC.	19-0272	Traffic Signal Mgmt Services, May '19	100-355-700101	2,887.50
05/30/2019	HARTZOG & CRABILL, INC.	19-0285	Traffic Signal Mgmt Services, May '19	100-355-700101	296.00
05/30/2019	HARTZOG & CRABILL, INC.	19-0286	Traffic Signal Mgmt Services, May '19	100-355-700101	2,030.00
05/30/2019	CANON FINANCIAL SERVICES, INC.	20102968	Lease - Copier, City Hall, May '19	100-195-641200	220.89
05/30/2019	CANON FINANCIAL SERVICES, INC.	20102969	Lease - Copier, Community Center, May '19	100-195-641200	279.86
05/30/2019	IRV SEAVER MOTORCYCLES	20191093	Motorcycle Maintenance, Police Svcs, May '19	100-420-646100	50.38

Attachment: Warrant Register - Payables Detail Report - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 05/17/2019 - 05/31/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
05/30/2019	COMPLETE OFFICE OF CALIFORNIA	2310045-0	Computer, Office & Operating Supplies, May '19	100-195-621000	93.75
05/30/2019	COMPLETE OFFICE OF CALIFORNIA	2310045-0	Computer, Office & Operating Supplies, May '19	100-310-620500	59.34
05/30/2019	COMPLETE OFFICE OF CALIFORNIA	2310045-0	Computer, Office & Operating Supplies, May '19	100-310-622005	68.48
05/30/2019	COMPLETE OFFICE OF CALIFORNIA	2310045-1	Computer & Office Supplies, May '19	100-195-621000	270.71
05/30/2019	COMPLETE OFFICE OF CALIFORNIA	2310045-1	Computer & Office Supplies, May '19	100-310-620500	30.26
05/30/2019	REVIATION INDUSTRIES	2467A	1/2 Marathon Expense, Final Payment, May '19	100-310-695507	14,354.30
05/30/2019	COMPUTER SERVICE CO.	2705 - 2732	Traffic Signal Maintenance, Apr '19	100-355-720420	4,357.84
05/30/2019	GREEN MART, INC.	33100	Operating Supplies, Public Services, May '19	100-355-622000	926.65
05/30/2019	CANON SOLUTIONS AMERICA	4029262743	Copier Usage, City Hall, Feb - May '19	100-195-641200	285.44
05/30/2019	HOME DEPOT	4063039	1/2 Marathon Expense, Community Services	100-310-695507	189.58
05/30/2019	SPARKLETTTS	4228482 052419	Operating Supplies, City Hall, May '19	100-195-622000	191.40
05/30/2019	HOME DEPOT	5021668	July 4th Event, Community Services	100-000-140000	322.28
05/30/2019	ORANGE COUNTY JUMPERS, LLC	54604	1/2 Marathon Expense, May '19	100-310-695507	75.00
05/30/2019	HOME DEPOT	571539	1/2 Marathon Expense, Community Services	100-310-695507	8.02
05/30/2019	HOME DEPOT	5747770	1/2 Marathon Expense, Community Services	100-310-695507	17.22
05/30/2019	HOME DEPOT	6128909	1/2 Marathon Expense, Community Services	100-310-695507	159.64
05/30/2019	WOODRUFF, SPRADLIN & SMART	62659	Professional Services Legal, Apr '19	100-000-120002	19,167.50
05/30/2019	WOODRUFF, SPRADLIN & SMART	62659	Professional Services Legal, Apr '19	100-000-223000	902.00
05/30/2019	WOODRUFF, SPRADLIN & SMART	62659	Professional Services Legal, Apr '19	100-155-700010	33,704.28
05/30/2019	WOODRUFF, SPRADLIN & SMART	62659	Professional Services Legal, Apr '19	100-155-700011	1,456.16
05/30/2019	CODE PUBLISHING COMPANY, INC.	63506	Municipal Code Update, May '19	100-155-700030	157.50
05/30/2019	NIEVES LANDSCAPE, INC.	65143	Monthly Landscape, Public Services, May '19	100-355-720700	82,779.99
05/30/2019	NIEVES LANDSCAPE, INC.	65200	Miscellaneous Landcape, Public Services, May '19	100-355-720700	210.00
05/30/2019	NIEVES LANDSCAPE, INC.	65201	Miscellaneous Landcape, Public Services, May '19	100-355-720700	363.64
05/30/2019	PLACEWORKS, INC.	68724	Reimbursable, Five Lagunas Expenses, Apr '19	100-000-120002	3,382.50
05/30/2019	HOME DEPOT	7014788	1/2 Marathon Expense, Community Services	100-310-695507	116.74
05/30/2019	JAMEY CLARK, INC.	71190	Graffiti Removal, Public Services, May '19	100-355-720500	179.00
05/30/2019	JAMEY CLARK, INC.	71196	Park Repairs, Public Services, May '19	100-355-720701	589.35
05/30/2019	JAMEY CLARK, INC.	71224	Park Repairs, Public Services, May '19	100-355-720701	233.75
05/30/2019	JAMEY CLARK, INC.	71225	Park Repairs, Public Services, May '19	100-355-720701	288.49
05/30/2019	JAMEY CLARK, INC.	71230	Park Repairs, Public Services, May '19	100-355-720701	446.25
05/30/2019	ANDERSON PENNA PARTNERS, INC.	7347	Inspection Services, Mar '19	100-355-700255	1,689.10

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Warrant Register - Payables Detail Report

Payment Dates: 05/17/2019 - 05/31/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
05/30/2019	ANDERSON PENNA PARTNERS, INC.	7348	Inspection Services, Apr '19	100-355-700255	12,560.90
05/30/2019	EWING IRRIGATION PRODUCTS, INC	7404186	Park Repairs, Public Services, May '19	100-355-720701	27.72
05/30/2019	HOME DEPOT	7592952	1/2 Marathon Expense, Community Services	100-310-695507	28.96
05/30/2019	HOME DEPOT	8015784	1/2 Marathon Expense, Community Services	100-310-695507	249.44
05/30/2019	C&D ELECTRIC, INC.	83148	Park Repairs, Public Services, Apr '19	100-355-720701	1,085.57
05/30/2019	C&D ELECTRIC, INC.	83150LH	Park Repairs, Public Services, Apr '19	100-355-720701	449.95
05/30/2019	C&D ELECTRIC, INC.	83151	Park Repairs, Public Services, Apr '19	100-355-720701	179.56
05/30/2019	C&D ELECTRIC, INC.	83151LH	Park Repairs, Public Services, Apr '19	100-355-720701	168.00
05/30/2019	HOME DEPOT	8924458	1/2 Marathon Expense, Community Services	100-310-695507	852.22
05/30/2019	STUDIO TWO BLACK	94432	Printing Services, May '19	100-195-623000	111.62
05/30/2019	CITY OF MISSION VIEJO	ARLH20507	Animal Care Services, Apr - Jun '19	100-420-720401	48,319.75
05/30/2019	SUN COUNTRY	CD-383-SP-10-18-17506	Refund, Pool Bond, R# 2460	100-000-228001	500.00
05/30/2019	EVEREVE BUILDING & DESIGN	CD-384-RF-5-19-18385	Refund, C&D Deposit, R#	100-000-227001	690.00
05/30/2019	THE ACTIVE NETWORK	CDG180673-20 1904	1/2 Marathon Expense	100-310-695507	1,450.64
05/30/2019	HOME DEPOT	CM0000051	1/2 Marathon Expense, Community Services	100-310-695507	-99.57
05/30/2019	SOUTHERN COMPUTER WAREHOUSE	IN-000575041	Computer Supplies,	100-195-940000	123.55
05/30/2019	SOUTHERN COMPUTER WAREHOUSE	IN-000575321	Computer Supplies, May '19	100-195-940000	646.18
05/30/2019	SOUTHERN COMPUTER WAREHOUSE	IN-000575469	Computer Supplies, May '19	100-195-940000	572.00
Fund 100 - GENERAL FUND Total:					340,278.16
Fund: 451 - LIABILITY SELF-INSURANCE					
05/30/2019	WOODRUFF, SPRADLIN & SMART	62659	Professional Services Legal, Apr '19	451-155-700011	580.26
Fund 451 - LIABILITY SELF-INSURANCE Total:					580.26
Grand Total:					340,858.42

Attachment: Warrant Register - Payables Detail Report - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	340,278.16	340,278.16
451 - LIABILITY SELF-INSURANCE	580.26	580.26
Grand Total:	340,858.42	340,858.42

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	428.70	428.70
100-000-120002	Accounts Receivable- Png	22,550.00	22,550.00
100-000-140000	Pre-paid Expenditures	972.28	972.28
100-000-222000	Refundable Deposits	500.00	500.00
100-000-223000	Plan Application Deposit	902.00	902.00
100-000-227001	SecurityDeposit-WasteRe	690.00	690.00
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-460100	Parking Revenues	42.00	42.00
100-155-611000	Training and Education	40.00	40.00
100-155-612000	Travel, Conferences & Me	94.02	94.02
100-155-613000	Mileage Reimbursement	66.18	66.18
100-155-622000	Operating Supplies	297.79	297.79
100-155-625000	Postage & Delivery	62.50	62.50
100-155-626000	Subscriptions & Books	460.19	460.19
100-155-700000	Professional Services	5,050.00	5,050.00
100-155-700010	Legal Services-General Co	33,704.28	33,704.28
100-155-700011	Legal Services-Litigation	1,456.16	1,456.16
100-155-700020	Professional Services - Leg	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Cle	157.50	157.50
100-195-611000	Training and Education	76.94	76.94
100-195-620000	Office Supplies	542.51	542.51
100-195-621000	Computer Supplies	364.46	364.46
100-195-622000	Operating Supplies	422.66	422.66
100-195-623000	Printing	111.62	111.62
100-195-641200	Rent/Lease - Copier	786.19	786.19
100-195-940000	Computer Hardware & So	1,341.73	1,341.73
100-310-613000	Mileage Reimbursement	51.04	51.04
100-310-620500	Office Supplies - Comm Cl	89.60	89.60
100-310-622005	Operating Supplies Comr	68.48	68.48
100-310-631100	Utilities - Electric Comm C	8,261.69	8,261.69
100-310-635100	Utilities - Water Comm Ct	520.57	520.57
100-310-695507	Marathon 5k	21,402.19	21,402.19
100-310-721500	Contract Services-Prograr	3,856.18	3,856.18
100-355-611000	Training and Education	132.36	132.36
100-355-622000	Operating Supplies	926.65	926.65
100-355-630000	Telephone & Communica	20.56	20.56
100-355-631000	Utilities - Electric	8,391.50	8,391.50
100-355-631400	Electric-Street Lights/Sign	22,362.34	22,362.34
100-355-631900	UtilitiesElectricOnBillFinar	7,691.81	7,691.81
100-355-635000	Utilities - Water	3,282.76	3,282.76
100-355-700101	Traffic Engineer Services	16,229.00	16,229.00
100-355-700255	Improvement Inspection	14,250.00	14,250.00
100-355-720410	Street Sweeping	12,141.94	12,141.94
100-355-720420	Traffic Signal Maintenan	4,357.84	4,357.84
100-355-720500	Graffiti Removal	179.00	179.00
100-355-720700	Landscape Maintenance C	85,313.63	85,313.63
100-355-720701	Parks Contract Repair	7,242.18	7,242.18
100-355-720702	Tree Maintenance	522.00	522.00
100-420-611000	Training and Education	95.00	95.00
100-420-646100	Maint & Repairs - Vehicle:	50.38	50.38
100-420-720401	Animal Care & Shelter Ser	48,319.75	48,319.75

Attachment: Warrant Register - Payables Detail Report - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
451-155-700011	Legal Services-Litigation	580.26	580.26
	Grand Total:	340,858.42	340,858.42

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	340,858.42	340,858.42
Grand Total:	340,858.42	340,858.42

Attachment: Warrant Register - Payables Detail Report - June 11, 2019 (1887 : Approval of Warrant Register for June 11, 2019)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Fiscal Year 2019-20 Law Enforcement Services Agreement with the County of Orange

RECOMMENDATION: That the City Council approve the Fiscal Year 2019/20 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

SUMMARY:

The Fiscal Year 2019/20 Law Enforcement Agreement with the County of Orange will provide the City with a police services complement of 28.24 full-time equivalent employees, including shared supervisory staffing with the cities of Laguna Woods and Aliso Viejo. The total cost of the agreement is \$8,067,166, representing a 0.02%, or \$1,278, increase over the current fiscal year. This increase would have been higher, however staff is recommending adjustments to the police services staffing complement for the next year. Specifically, the deletion of the Crime Prevention Specialist and the swapping out of a motor deputy to a patrol vehicle. This patrol vehicle will be dedicated to traffic enforcement and directed patrol. The Fiscal Year Final cost detail is attached to this report. Staff recommends that the City Council approve the Agreement.

Staff continues to work with the other twelve contract cities in the County and with the Orange County Sheriff's Department to achieve cost efficiencies under a new contract model. This is a multi-year work effort.

2019-20 Law Enforcement Contract

June 11, 2019

Page 2

FISCAL IMPACT:

The Fiscal Year 2019/20 Law Enforcement Services Agreement cost of \$8,067,166 is within the proposed budget for 2019-20.

ATTACHMENTS:

- Fiscal Year 2019-20 Final Cost Detail
- 2019-20 Law Enforcement Services Agreement

CITY OF LAGUNA HILLS

FISCAL YEAR 2019-20

FINAL

(May 29, 2019)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)
Change: Delete (1) Crime Prevention Specialist
Delete (1) DSII-Motor
Delete (1) MDC-Motor
Add (1) DSII- Patrol (No Equipment)

			SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Lieutenant		175,910	0	174,153	0	4,620	0	7,655	22,013	3,957	3,852	0	0	392,160
1	Administrative Sergeant		134,857	0	141,679	12,600	4,620	0	7,655	24,690	3,957	3,229	0	0	333,287
1.33	Patrol Sergeant		179,360	0	188,433	16,758	6,144	0	10,181	32,838	5,263	4,295	0	0	443,272
2	Investigator		237,310	0	252,442	20,374	9,240	0	15,310	99,046	7,914	5,644	0	0	647,280
15	DS II Patrol		1,630,800	0	1,732,530	104,445	69,300	0	114,825	370,350	59,355	37,995	0	0	4,119,600
1	DS II Motorcycle		111,720	0	117,636	6,963	4,620	0	7,655	24,690	3,957	2,599	0	0	279,840
1	DS II - School Resource Officer		108,720	0	115,502	6,963	4,620	0	7,655	24,690	3,957	2,533	0	0	274,640
22.33	Subtotal Safety		\$2,578,677	\$0	\$2,722,375	\$168,103	\$103,164	\$0	\$170,936	\$598,317	\$88,360	\$60,147	\$0	\$0	\$6,490,079
2	Community Services Officer		108,448	0	69,782	0	9,240	0	15,310	49,380	0	2,376	0	0	254,536
	Crime Prevention Specialist														0
2	Subtotal Professional		\$108,448	\$0	\$69,782	\$0	\$9,240	\$0	\$15,310	\$49,380	\$0	\$2,376	\$0	\$0	\$254,536
24.33	TOTAL STAFF		\$2,687,125	\$0	\$2,792,157	\$168,103	\$112,404	\$0	\$186,246	\$647,697	\$88,360	\$62,523	\$0	\$0	\$6,744,615
	REGIONAL / SHARED STAFF														
0.6	Traffic - Sergeant	8.25%	7,326	801	7,214	623	229	355	379	649	196	192	0	0	17,964
4	Traffic - Deputy Sheriff II	8.25%	39,181	3,017	39,376	2,297	1,524	3,631	2,525	4,325	1,305	974	0	0	98,155
2	Traffic - Investigative Assistant	8.25%	10,336	84	7,253	0	762	1,697	1,263	1,712	0	228	0	0	23,335
1	Traffic - Office Specialist	8.25%	4,225	22	2,421	0	381	0	631	856	0	93	0	0	8,629
0.3	Auto Theft - Sergeant	3.85%	1,710	187	1,684	146	61	83	88	152	46	45	0	0	4,202
2	Auto Theft - Investigator	3.85%	9,299	93	9,536	785	405	1,894	590	1,011	305	223	0	0	24,141
1	Auto Theft - Investigative Assistant	3.85%	2,390	5	1,687	0	202	0	295	400	0	52	0	0	5,031
1	Auto Theft - Office Specialist	3.85%	1,985	28	1,126	0	202	0	295	400	0	44	0	0	4,080
1	DET Sergeant	6.38%	8,929	6,440	9,345	804	362	0	488	2,641	252	354	0	0	29,615
1	DET Investigator	6.38%	7,799	6,110	8,341	650	362	0	488	2,641	252	319	0	0	26,962
1	Subpoena - Office Specialist	6.20%	3,192	0	1,819	0	286	0	474	117	0	70	0	0	5,958
2	Courts - Investigative Assistant	11.08%	13,884	392	9,802	0	1,024	285	1,696	417	0	313	0	0	27,813
1	Motorcycle Sergeant + MDC	3.33%	4,599	179	4,721	420	154	490	255	437	132	118	172	0	11,677
17.90	Subtotal		\$114,855	\$17,358	\$104,325	\$5,725	\$5,954	\$8,435	\$9,467	\$15,758	\$2,488	\$3,025	\$172	\$0	\$287,562

Attachment: Fiscal Year 2019-20 Final Cost Detail (1884 : 2019-20 Law Enforcement Contract)

CITY OF LAGUNA HILLS

FISCAL YEAR 2019-20

FINAL

(May 29, 2019)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)
Change: Delete (1) Crime Prevention Specialist
Delete (1) DSII-Motor
Delete (1) MDC-Motor
Add (1) DSII- Patrol (No Equipment)

		SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Overtime		552,606	39,733							12,102			604,441
	Estimate: Vacancy Credit											(401,003)		(401,003)
	Annual Leave (Pay Downs & Termination Pay)											81,909		81,909
	Contract Administration											25,109		25,109
	Data Line					5,626								5,626
8	E-Citation											8,563		8,563
	Enhanced Helicopter Response Services						20,829							20,829
	Facility Lease					39,027								39,027
	Holiday Pay: Comp & Straight Time											74,423		74,423
	Integrated Law & Justice Agency of Orange County											2,535		2,535
	MDC - Acquisition													0
17.33	MDC - Recurring Cost											63,936		63,936
	Patrol Training Cost Allocation (FTB)									141,678				141,678
	Patrol Video System (PVS) - Acquisition													0
11.33	Patrol Video System (PVS) - Recurring Costs											30,923		30,923
	Premium Pay											83,652		83,652
	Retirement Rate Discount (Expenses for Interest and Issuance)			19,752										19,752
	Retirement Rate Discount (Gross)			(66,968)										(66,968)
	Revenue/False Alarms												(17,255)	(17,255)
	Revenue/Training Reimbursement												(360)	(360)
	Services & Supplies					37,446								37,446
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.						280,726							280,726
	Subtotal	\$0	\$552,606	(\$7,483)	\$0	\$82,099	\$301,555	\$0	\$0	\$141,678	\$12,102	(\$29,953)	(\$17,615)	\$1,034,989
	FY 2019-20 FINAL CONTRACT TOTAL	\$2,801,980	\$569,964	\$2,888,999	\$173,828	\$200,457	\$309,990	\$195,713	\$663,455	\$232,526	\$77,650	(\$29,781)	(\$17,615)	\$8,067,166
	FY 2018-19 - FINAL ADJUSTED TOTAL	\$2,834,532	\$574,008	\$2,841,996	\$168,216	\$230,240	\$310,239	\$198,204	\$664,686	\$238,358	\$78,325	(\$61,412)	(\$11,504)	\$8,065,888
		-1.15%	-0.70%	1.65%	3.34%	-12.94%	-0.08%	-1.26%	-0.19%	-2.45%	-0.86%	-51.51%	53.12%	0.02%
		(\$32,552)	(\$4,044)	\$47,003	\$5,612	(\$29,783)	(\$249)	(\$2,491)	(\$1,231)	(\$5,832)	(\$675)	\$31,631	(\$6,111)	\$1,278

Attachment: Fiscal Year 2019-20 Final Cost Detail (1884 : 2019-20 Law Enforcement Contract)

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA HILLS**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this Twenty-Eighth day of May 2019,
8 which date is enumerated for purposes of reference only, by and between the CITY
9 OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF
10 ORANGE, a political subdivision of the State of California, hereinafter referred to as
11 "COUNTY".

12 **WITNESSETH:**

13 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement
14 services; and

15 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
16 authorized in Government Code Sections 51301 and 55632, on the terms and
17 conditions hereinafter set forth,

18 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
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Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2019 and terminate
3 June 30, 2020 unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2020 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2020 and June 30, 2021, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2020 and
17 August 31, 2020 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2019 through June 30, 2020. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

22 **C. REGULAR SERVICES BY COUNTY:**

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
24 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
25 services as hereinafter provided. Such services shall include the
26 enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

28 //

C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2019 through June 30, 2020, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 CITY as soon as possible once the emergency situation is under control.

3 7. With respect to the licensing ordinances of CITY listed in Attachment B
4 hereto, which is incorporated herein by this reference, SHERIFF shall
5 receive applications for CITY licenses pursuant to said ordinances and
6 complete investigations relating to such applications. Said investigations
7 shall be forwarded to CITY Manager. COUNTY shall not provide any
8 advisory, administrative, hearing or litigation attorney support or services
9 related to licensing. COUNTY shall not provide any administrative or
10 investigatory services related to the licensing ordinances listed in
11 Attachment B hereto, except the investigations relating to initial applications
12 for which this subsection provides.

13 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
14 CITY Manager, on behalf of CITY, are authorized to execute written
15 amendments to this Agreement to increase or decrease the level of service
16 set forth in Attachment A, when SHERIFF and CITY Manager mutually
17 agree that such increase or decrease in the level of service is appropriate.
18 Any such amendment to the Agreement shall concomitantly increase or
19 decrease the cost of services payable by CITY set forth in Attachment C
20 and incorporated herein by this reference and the Maximum Obligation of
21 CITY set forth in Subsection G-2, in accordance with the current year's
22 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
23 file copies of any such amendments to this Agreement with the Clerk of
24 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this
25 Agreement executed by SHERIFF and CITY Manager may not, in the
26 aggregate, increase or decrease the cost of services payable by CITY by
27 more than one percent (1%) of the total cost originally set forth in
28 Attachment C and the Maximum Obligation originally set forth in

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

C. REGULAR SERVICES BY COUNTY: (Continued)

Subsection G-2. Prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2019 through June 30, 2020.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

E. PATROL VIDEO SYSTEMS: (Continued)

become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. County will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from COUNTY of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period

G. PAYMENT: (Continued)

July 1, 2019 through June 30, 2020, shall be \$8,067,166 as set forth in Attachment C.

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2019 through June 30, 2020, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2019 and June 30, 2020.

4a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2019-20 cost set forth in Attachment C nor in the Fiscal Year 2019-20 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel

1 **G. PAYMENT: (Continued)**

2 after July 1, 2019, and CITY's Maximum Obligation hereunder shall be
3 deemed to have increased accordingly. CITY shall pay COUNTY in full for
4 such increases on a pro-rata basis over the portion of the period between
5 July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that
6 increases are payable. If the changes result in the COUNTY incurring or
7 becoming obligated to pay for decreased costs for or on account of
8 personnel whose costs are included in the calculations of costs charged to
9 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
10 the extent such decreases are attributable to work performed by such
11 personnel during the period July 1, 2019 through June 30, 2020, and CITY's
12 Maximum Obligation hereunder shall be deemed to have decreased
13 accordingly. COUNTY shall reduce required payment by CITY in full for
14 such decreases on a pro-rata basis over the portion of the period between
15 July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that
16 the Maximum Obligation has decreased.

- 17 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
18 above, COUNTY, at the request of CITY, will thereafter reduce the level of
19 service to be provided to CITY as set forth in Attachment A of this
20 Agreement to a level that will make the Maximum Obligation of CITY
21 hereunder for the period July 1, 2019 through June 30, 2020 an amount
22 specified by CITY that is equivalent to or higher or lower than the Maximum
23 Obligation set forth in Subsection G-2 for said period at the time this
24 Agreement originally was executed. The purpose of such adjustment of
25 service levels will be to give CITY the option of keeping its Maximum
26 Obligation hereunder at the pre-increase level or at any other higher or
27 lower level specified by CITY. In the event of such reduction in level of
28 service and adjustment of costs, the parties shall execute an amendment to

1 **G. PAYMENT: (Continued)**

2 this Agreement so providing. Decisions about how to reduce the level of
3 service provided to CITY shall be made by SHERIFF with the approval of
4 CITY.

5 5. CITY shall pay COUNTY in accordance with COUNTY Board of
6 Supervisors' approved County Billing Policy, which is attached hereto as
7 Attachment D and incorporated herein by this reference.

8 6. COUNTY shall charge CITY late payment penalties in accordance with
9 County Billing Policy.

10 7. As payment for the Licensing Services described in Subsection C-7 of this
11 Agreement, COUNTY shall retain all fees paid by applicants for licenses
12 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
13 said fees by COUNTY shall constitute payment in full to COUNTY for costs
14 incurred by COUNTY in performing the functions related to licensing
15 described in Subsection C-7; provided, however, that if any of said fees are
16 waived or reduced by CITY, CITY shall pay to COUNTY the difference
17 between the amount of fees retained by COUNTY and the fees that were
18 set forth in the ordinances listed in Attachment B at the time this Agreement
19 was executed. If CITY increases the fee schedule for the licensing
20 ordinances set forth in Attachment B, either party shall have the right to
21 seek amendment of this Agreement with respect to the division of the
22 increased fees between CITY and COUNTY.

23 8. Fees generated or collected by SHERIFF contract personnel for copying of
24 documents related to the services provided in this Agreement will be at
25 COUNTY-established rates and will be credited to CITY on an annual basis.

26 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
27 which is incorporated herein by this reference.

28 //

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER

24035 EL TORO ROAD

LAGUNA HILLS, CA 92653

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER

SHERIFF-CORONER DEPARTMENT

320 NORTH FLOWER STREET, SUITE 108

SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. STATE AUDIT:

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3)

1 **J. STATE AUDIT: (Continued)**

2 years after final payment by CITY to COUNTY under this Agreement. CITY
3 and COUNTY shall retain all records relating to the performance of this
4 Agreement for said three-year period, except that those records pertaining to
5 any audit then in progress, or to any claims or litigation, shall be retained
6 beyond said three-year period, until final resolution of said audit, claim or
7 litigation.

8 **K. ALTERATION OF TERMS:**

9 This Agreement fully expresses all understanding of CITY and COUNTY with
10 respect to the subject matter of this Agreement and shall constitute the total
11 Agreement between the parties for these purposes. No addition to, or
12 alteration of, the terms of this Agreement shall be valid unless made in writing,
13 formally approved and executed by duly authorized agents of both parties.

14 **L. INDEMNIFICATION:**

15 1. COUNTY, its officers, agents, employees, subcontractors and independent
16 contractors shall not be deemed to have assumed any liability for the
17 negligence or any other act or omission of CITY or any of its officers,
18 agents, employees, subcontractors or independent contractors, or for any
19 dangerous or defective condition of any public street or work or property of
20 CITY, or for any illegality or unconstitutionality of CITY's municipal
21 ordinances. CITY shall indemnify and hold harmless COUNTY and its
22 elected and appointed officials, officers, agents, employees, subcontractors
23 and independent contractors from any claim, demand or liability whatsoever
24 based or asserted upon the condition of any public street or work or
25 property of CITY, or upon the illegality or unconstitutionality of any municipal
26 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
27 of CITY, or its elected and appointed officials, officers, agents, employees,
28 subcontractors or independent contractors related to this Agreement,

1 **L. INDEMNIFICATION: (Continued)**

2 including, but not limited to, any act or omission related to the maintenance
3 or condition of any vehicle or motorcycle that is owned or possessed by
4 CITY and used by COUNTY personnel in the performance of this
5 Agreement, for property damage, bodily injury or death or any other element
6 of damage of any kind or nature, and CITY shall defend, at its expense
7 including attorney fees, and with counsel approved in writing by COUNTY,
8 COUNTY and its elected and appointed officials, officers, agents,
9 employees, subcontractors and independent contractors in any legal action
10 or claim of any kind based or asserted upon such condition of public street
11 or work or property, or illegality or unconstitutionality of a municipal
12 ordinance, or alleged acts or omissions. If judgment is entered against
13 CITY and COUNTY by a court of competent jurisdiction because of the
14 concurrent active negligence of either party, CITY and COUNTY agree that
15 liability will be apportioned as determined by the court. Neither party shall
16 request a jury apportionment.

- 17 2. COUNTY shall indemnify and hold harmless CITY and its elected and
18 appointed officials, officers, agents, employees, subcontractors and
19 independent contractors from any claim, demand or liability whatsoever
20 based or asserted upon any act or omission of COUNTY or its elected and
21 appointed officials, officers, agents, employees, subcontractors or
22 independent contractors related to this Agreement, for property damage,
23 bodily injury or death or any other element of damage of any kind or nature,
24 and COUNTY shall defend, at its expense, including attorney fees, and with
25 counsel approved in writing by CITY, CITY and its elected and appointed
26 officials, officers, agents, employees, subcontractors and independent
27 contractors in any legal action or claim of any kind based or asserted upon
28 such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter referred to as a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

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Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
 3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)
 4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.
- In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when

1 **N. MOBILE DATA COMPUTERS (Continued)**

2 they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of MDCs, are included in the costs set forth in
5 Attachment C and the Maximum Obligation of CITY set forth in Subsection
6 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
7 not be charged additional amounts for maintenance or replacement/upgrade
8 of said MDCs during the period July 1, 2019 through June 30, 2020.

- 9 4. If, following the initial acquisition of MDCs referenced above, CITY requires
10 MDCs for additional patrol cars or motorcycles designated for use in the
11 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
12 said additional MDCs. Upon demand by COUNTY, CITY will pay to
13 COUNTY a) the full costs of acquisition and installation of said additional
14 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
15 by COUNTY, including the costs of maintenance, and contributions to a
16 fund for replacement and upgrade of such MDCs when they become
17 functionally or technologically obsolete. Said costs related to additional
18 MDCs are not included in, and are in addition to, the costs set forth in
19 Attachment C and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement.

- 21 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
22 replacing/upgrading MDCs shall be paid by COUNTY from the
23 replacement/upgrade funds to be paid by CITY in accordance with the
24 foregoing. CITY shall not be charged any additional charge to replace or
25 upgrade MDCs.

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O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2019 through June 30, 2020.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY

1 **O. E-CITATION UNITS: (Continued)**

2 set forth in Subsection G-2 of this Agreement.

- 3 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
4 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
5 replacement/ upgrade funds to be paid by CITY in accordance with the
6 foregoing. CITY shall not be charged any additional charge to replace or
7 upgrade E-Citation units.

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1 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
 2 in the County of Orange, State of California.

3 DATED: _____

4 CITY OF LAGUNA HILLS

5 ATTEST: _____
 6 City Clerk

7 BY: _____
 8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____
 11 City Attorney

12 DATED: _____

13 COUNTY OF ORANGE

14 BY: _____
 15 Chairwoman of the Board of Supervisors
 16 County of Orange, California

17 SIGNED AND CERTIFIED THAT A COPY OF THIS
 18 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
 19 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
 20 Attest:

21 _____
 22 Robin Stieler
 23 Clerk of the Board
 24 County of Orange, California

25 APPROVED AS TO FORM:
 26 Office of the County Counsel
 27 County of Orange, California

28 BY: *Mark A. Smith*
 Deputy

DATED: 5/29/19

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	0.33	26.40 hrs./per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	15.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	1.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
TOTAL		24.33	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.25%
Deputy Sheriff II	Traffic	4.00	8.25%
Investigative Assistant	Traffic	2.00	8.25%
Office Specialist	Traffic	1.00	8.25%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	3.85%
Investigator	Auto Theft	2.00	3.85%
Investigative Assistant	Auto Theft	1.00	3.85%
Office Specialist	Auto Theft	1.00	3.85%
DET:			
Sergeant	DET	1.00	6.38%
Investigator	DET	1.00	6.38%
SUBPOENA:			
Office Specialist	Subpoena	1.00	6.20%
COURTS:			
Investigative Assistant	Courts	2.00	11.08%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	3.33%
TOTAL		17.90	

ATTACHMENT B

CITY OF LAGUNA HILLS

ORDINANCE NO. 92-6

LICENSING

BINGO GAME

BINGO OFFICIAL

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MESSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

5/9/17

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 392,160	\$ 392,160
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 333,287	\$ 333,287
Sergeant	Patrol	0.33	\$ 333,287	\$ 109,985
Sergeant	Administrative	1.00	\$ 333,287	\$ 333,287
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 323,640	\$ 647,280
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 274,640	\$ 4,119,600
Deputy Sheriff II -Motor	Traffic	1.00	\$ 279,840	\$ 279,840
ADDITIONAL SERVICES:				
Deputy Sheriff II	School Resource Officer	1.00	\$ 274,640	\$ 274,640
Community Services Officer	Parking Control	2.00	\$ 127,268	\$ 254,536
TOTAL POSITIONS		24.33		\$ 6,744,615

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.25%	\$ 17,964
Deputy Sheriff II	Traffic	4.00	8.25%	\$ 98,155
Investigative Assistant	Traffic	2.00	8.25%	\$ 23,335
Office Specialist	Traffic	1.00	8.25%	\$ 8,629
AUTO THEFT:				
Sergeant	Auto Theft	0.30	3.85%	\$ 4,202
Investigator	Auto Theft	2.00	3.85%	\$ 24,141
Investigative Assistant	Auto Theft	1.00	3.85%	\$ 5,031
Office Specialist	Auto Theft	1.00	3.85%	\$ 4,080
DET:				
Sergeant	DET	1.00	6.38%	\$ 29,615
Investigator	DET	1.00	6.38%	\$ 26,962
SUBPOENA:				
Office Specialist	Subpoena	1.00	6.20%	\$ 5,958
COURTS:				
Investigative Assistant	Courts	2.00	11.08%	\$ 27,813
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	3.33%	\$ 11,677
TOTAL REGIONAL/SHARED		17.90		\$ 287,562

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, on-call, and education incentive pay; contract administration; data line charges; services and supplies including taser costs; enhanced helicopter response services; E-Citation recurring costs for eight (8) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for seventeen and a third (17.33) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven and a third (11.33) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2019-20.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,034,989
TOTAL COST OF SERVICES (Subsection G-2)	\$ 8,067,166

ATTACHMENT D

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ATTACHMENT E**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

ATTACHMENT F

RESOLUTION NO. 2000-06-13-1

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA,
ESTABLISHING A COST RECOVERY FEE
RELATED TO VEHICLE IMPOUNDS

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the Cities in Orange County that contract for the Sheriff's law enforcement services, including this City; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Hills because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to,

the costs of personnel who perform duties for the Traffic Violator Apprehension Program and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this city during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

Vehicle Code Section and Impound Ground

- 14602.6 Suspended, revoked or unlicensed driver/ 30-day hold
- 22661 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
- 22661 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o) (1) Delinquent vehicle registration
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22655.3 Removal for investigation
(fleeing in violation of Section 2800.1 or 2800.2)
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle:

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:

(a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and

(b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code Section exceed \$152.00 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and

WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.6 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a public hearing pertaining to said proposed new fees was held by the Orange County Board of Supervisors on March 28, 2000.

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

SECTION 1. That this Council finds, in accordance with California Public Resources Code Section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.

SECTION 2. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.

(a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and

(b) A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
 22651 (d),
 22651 (e),
 22651 (f),
 22651 (h) (1),
 22651 (h) (2),
 22651 (i) (1),
 22651 (j),
 22651 (k),
 22651 (l),
 22651 (m),
 22651 (n),
 22651 (o) (1),
 22651 (p),

22651 (r),
22651 (t),
22655.3,
22655.5 (b), or
22669.

SECTION 3. That the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

SECTION 4. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

SECTION 5. That said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

SECTION 6. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it become inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 7. That at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 8. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

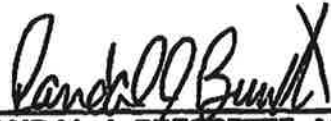
SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated

areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

SECTION 10. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 11. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

PASSED, APPROVED, AND ADOPTED this 13'h day of June 2000.


 RANDAL J. BRESSETTE, MAYOR PRO TEMPORE

ATTEST:


 MARY A. CARLSON, CITY CLERK

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

I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.2000-
06-13-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of June 2000, by the following vote:

AYES: Council Members Greengold, Scott, Songstad,
And Mayor Pro Tempore Bressette

NOES: None

ABSENT: Mayor Lautenschlager

ABSTAIN: None

(SEAL)


MARY A. CARLSON, CITY CLERK

Attachment: 2019-20 Law Enforcement Services Agreement (1884 : 2019-20 Law Enforcement Contract)

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY		
	Participating City Request to Purchase From the TVA in FY _____	Date _____	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
			<u>ESTIMATED COST</u>
	THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM CITY MANAGER REQUEST: Printed Name _____ DATE _____ Signature: _____		
CERTIFICATION			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT		
	Recommended For Approval CITY POLICE SERVICES CHIEF _____ MANAGER – TVA PROGRAM _____		
APPROVALS			

OCSD
BUDGET
USE ONLY



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

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

RECOMMENDATION: That the City Council: (1) Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program."

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 Orange County Transportation Authority (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 based upon the Draft Budget, and adopt the required Resolution.

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

Measure M (M2) Compliance Reporting

June 11, 2019

Page 2

remain eligible for these funds. The Measure M2 package for the 2019/2020 fiscal year requires the following:

- Provide an adopted Seven-Year Capital Improvement Program.
- Adopt a Resolution attesting to the consistency of the City's General Plan Circulation Element with the County Master Plan of Arterial Highways (MPAH) and that no unilateral reduction in lanes has been made on any arterials identified in the MPAH.
- Adopt a Resolution certifying the City has an existing transportation mitigation fee program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.
- Demonstrate continued funding of street maintenance at the Maintenance of Effort level assigned to the City.
- Submit a letter outlining land use planning strategies/policies that accommodate transit and non-motorized transportation.
- Complete the Measure M Eligibility Checklist.

Submitted for City Council approval and adoption, as attachments to this report, are the following documents: (1) Seven-Year Capital Improvement Program based upon the City's 2018/2019 – 2024/2025 Fiscal Years Draft Budget; (2) General Plan Circulation Element; (3) OCTA Arterial Highway Mileage Change Report (4) OCTA Congestion Management Plan Checklist; (5) OCTA Maintenance of Effort Reporting Form; (6) Mitigation Fee Program; (7) Land Use Planning Strategies Letter; and (8) OCTA Measure M2 Eligibility Checklist.

FISCAL IMPACT:

It is projected the City will receive over \$600,000 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:

- Resolution - Measure M2 Compliance
- Seven-Year Capital Improvement Program

Measure M (M2) Compliance Reporting

June 11, 2019

Page 3

- General Plan Circulation Element
- OCTA Arterial Highway Mileage Change Report
- OCTA Congestion Management Plan Checklist
- OCTA Maintenance of Effort Reporting Form
- Mitigation Fee Program & Study
- Land Use Planning Strategies Letter
- OCTA Measure M2 Eligibility Checklist

RESOLUTION NO. X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

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

WHEREAS, the City of Laguna Hills desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of Laguna Hills had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH, and

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction, and

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2017-18 and FY 2018-19; and

WHEREAS, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs; and

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.

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

SECTION 1. The City does hereby inform OCTA that:

- A. The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH.
- B. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2017-18 and FY 2018-19.
- C. The City reaffirms that City Council concurs with the existing Mitigation Fee Program.

PASSED, APPROVED, AND ADOPTED this 11TH day of June 2019.

DON SEDGEWICK, 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. x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11TH day of June 2019, by the following vote:

AYES:

NOES:

Resolution No. X

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution - Measure M2 Compliance (1857 : Measure M (M2) Compliance Reporting)

Measure M**3.4.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 19-20

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	\$2,375,336	\$2,375,336	
		\$2,375,336	\$2,375,336	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$2,275,336	\$0	\$0	\$0	\$0	\$0	\$0	\$2,275,336	\$2,275,336
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$2,375,336	\$0	\$0	\$0	\$0	\$0	\$0	\$2,375,336	\$ 2,375,336

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 21-22

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	\$2,700,000	\$2,859,947	
		\$2,700,000	\$2,859,947	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$2,600,000	\$0	\$0	\$0	\$0	\$2,600,000	\$2,759,947
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$2,700,000	\$0	\$0	\$0	\$0	\$2,700,000	\$ 2,859,947

Attachment: Seven-Year Capital Improvement Program (1857 : Measure M (M2) Compliance Reporting)

Measure M

3.4.b

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 23-24

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	\$2,800,000	\$3,142,416	
		\$2,800,000	\$3,142,416	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$2,700,000	\$0	\$0	\$2,700,000	\$3,042,416
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$2,800,000	\$0	\$0	\$2,800,000	\$ 3,142,416

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 25-26

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	\$2,900,000	\$3,449,193	
		\$2,900,000	\$3,449,193	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$2,800,000	\$2,800,000	\$3,349,193
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900,000	\$2,900,000	\$ 3,449,193

Attachment: Seven-Year Capital Improvement Program (1857 : Measure M (M2) Compliance Reporting)

Measure M

3.4.b

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

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	\$1,025,000	\$1,216,237	
		\$1,025,000	\$1,216,237	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$975,000	\$975,000	\$1,166,237
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,025,000	\$1,025,000	\$ 1,216,237

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: Construction of an augmented secondary arterial with a raised median island, construct driveway and bike lanes.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,250,000	\$3,836,460	
		\$3,250,000	\$3,836,460	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$1,196,141
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,990,000	\$1,990,000	\$2,380,320
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$3,250,000	\$3,250,000	\$ 3,836,460

Measure M**3.4.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

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
General Fund	4.40	\$100,000	\$118,885	
Unfunded	95.60	\$2,175,000	\$2,585,751	
		\$2,275,000	\$2,704,636	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000	\$600,000	\$701,100
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675,000	\$1,675,000	\$2,003,535
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$100,000	\$0	\$0	\$0	\$0	\$2,175,000	\$2,275,000	\$ 2,704,636

Agency: Laguna Hills

Project Name: Laguna Hills Debris Gates. Phase VIII

Project Limits: City-Wide

Project Number: N/A

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This is a storm water pollution mitigation project. It includes the installation of debris grates/screens throughout the City in accordance with the Environmental Cleanup Program (ECP).

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	20.00	\$50,000	\$50,000	
Unfunded	80.00	\$200,000	\$200,000	
		\$250,000	\$250,000	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$ 250,000

Attachment: Seven-Year Capital Improvement Program (1857 : Measure M (M2) Compliance Reporting)

Measure M**3.4.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

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	\$1,975,000	\$2,342,763	
		\$1,975,000	\$2,342,763	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$1,875,000	\$1,875,000	\$2,242,763
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,975,000	\$1,975,000	\$ 2,342,763

Agency: Laguna Hills

Project Name: Oso Parkwav 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	\$1,975,000	\$2,342,763	
		\$1,975,000	\$2,342,763	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$1,875,000	\$1,875,000	\$2,242,763
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,975,000	\$1,975,000	\$ 2,342,763

Attachment: Seven-Year Capital Improvement Program (1857 : Measure M (M2) Compliance Reporting)

Measure M

3.4.b

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Laguna Hills

Project Name: Paseo De Valencia Widening

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	\$8,500,000	\$9,990,668	
		\$8,500,000	\$9,990,668	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$598,070
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$7,100,000	\$7,100,000	\$8,492,598
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$8,500,000	\$8,500,000	\$ 9,990,668

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	\$650,000	\$762,781	
		\$650,000	\$762,781	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$575,000	\$575,000	\$687,781
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000	\$650,000	\$ 762,781

Attachment: Seven-Year Capital Improvement Program (1857 : Measure M (M2) Compliance Reporting)

Measure M**3.4.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

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	\$1,975,000	\$2,342,763	
		\$1,975,000	\$2,342,763	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$1,875,000	\$1,875,000	\$2,242,763
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,975,000	\$1,975,000	\$ 2,342,763

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

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	50.00	\$150,000	\$169,419	
Unfunded	50.00	\$150,000	\$169,419	
		\$300,000	\$338,838	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	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	\$50,000	\$0	\$50,000	\$0	\$50,000	\$0	\$150,000	\$300,000	\$338,838
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$50,000	\$0	\$50,000	\$0	\$50,000	\$0	\$150,000	\$300,000	\$ 338,838

Attachment: Seven-Year Capital Improvement Program (1857 : Measure M (M2) Compliance Reporting)



- Major
- Primary
- Secondary
- Smart Arterial
- Augmented Primary
- Augmented Secondary

- Major Streets
- Freeway/ Toll Road
- Local Streets
- City Boundary

- Proposed Deletion by MPAH

Source: Austin-Foust Assoc., Inc., 2008.

Figure M- 1
Street Network



Arterial Highway Mileage Change Report

Jurisdiction:	City of Laguna Hills
----------------------	----------------------

[illegible]



APPENDIX C

Congestion Management Program (CMP)

Jurisdiction: City of Laguna Hills

CMP Monitoring Checklist: Level of Service (LOS)

CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: - There are no CMP intersections in your jurisdiction. - Factoring out statutorily-exempt activities¹, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	☒	☐	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections that are not operating at the CMP LOS standards. _____ _____ _____			☐
3.	Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e. local jurisdiction CIP, Measure M CIP)?	☐	☐	☐
	a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	☐	☐	☐
Additional Comments:				

¹The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Deficiency Plans				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: - There are no CMP intersections in your jurisdiction. - Factoring out statutorily-exempt activities², all CMP Highway System (CMPHS) intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	☒	☐	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections found that are not operating at the CMP LOS standards. _____ _____ _____			☐
3.	Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	☐	☐	☐
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.				
4.	Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	☐	☐	☐
5.	Does the deficiency plan fulfill the following statutory requirements? :			
	a. Include an analysis of the causes of the deficiency?	☐	☐	☐
	b. Include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	☐	☐	☐
	c. Include a list of improvements, programs, or actions, and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	☐	☐	☐
	i. Do the improvements, programs, or actions meet the criteria established by South Coast Air Quality Management District (SCAQMD) (see the CMP Preparation Manual)?	☐	☐	☐

²The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Deficiency Plans (cont.)

CMP Checklist		YES	NO	N/A
6.	Are the capital improvements identified in the deficiency plan programmed in your seven-year CIP?	☐	☐	☐
7.	Does the deficiency plan include a monitoring program that will ensure its implementation?	☐	☐	☐
8.	Does the deficiency plan include a process to allow some level of development to proceed pending correction of the deficiency?	☐	☐	☐
9.	Has necessary inter-jurisdictional coordination occurred?	☐	☐	☐
10.	Please describe any innovative programs, if any, included in the deficiency plan:	☐		
Additional Comments:				



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Land Use Coordination				
CMP Checklist		YES	NO	N/A
1.	Have you maintained the CMP traffic impact analysis (TIA) process you selected for the previous CMP?	☒	☐	
	a. If not, have you submitted the revised TIA approach and methodology to OCTA for review and approval?	☐	☐	☒
2.	Did any development projects require a CMP TIA during this CMP cycle? ³	☐	☒	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 2 NEED TO ANSWER THE REMAINING QUESTIONS.				
3.	If so, how many?	_____		
4.	Please list any CMPHS links & intersections that were projected to not meet the CMP LOS standards (indicate whether any are outside of your jurisdiction). • _____ • _____ • _____			☐
	a. Were mitigation measures and costs identified for each and included in your seven-year CIP?	☐	☐	☐
	b. If any impacted links & intersections were outside your jurisdiction, did your agency coordinate with other jurisdictions to develop a mitigation strategy?	☐	☐	☐
5.	If a local traffic model was/will be used, did you follow the data and modeling consistency requirements as described in the CMP Preparation Manual (available online at http://www.octa.net/pdf/cmpprepmanual.pdf)?	☐	☐	☐
Additional Comments:				

³Exemptions include: any development generating less than 2,400 daily trips, any development generating less than 1,600 daily trips (if it directly accesses a CMP highway), final tract and parcel maps, issuance of building permits, issuance of certificate of use and occupancy, and minor modifications to approved developments where the location and intensity of project uses have been approved through previous and separate local government actions prior to January 1, 1992.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Capital Improvement Program (CIP)

CMP Checklist		YES	NO	N/A
1.	Did you submit a seven-year CIP to OCTA by June 30?	☒	☐	☐
2.	Does the CIP include projects to maintain or improve the performance of the CMPHS (including capacity expansion, safety, maintenance, and rehabilitation)?	☒	☐	☐
3.	Is it consistent with air quality mitigation measures for transportation- related vehicle emissions?	☒	☐	☐
4.	Was the Web Smart CIP provided by the OCTA used to prepare the CIP?	☒	☐	☐
Additional Comments:				
I certify that the information contained in this checklist is true. Kenneth H. Rosenfield _____ Name (Print) <i>City Engineer</i> _____ Title <i>Kenneth H. Rosenfield</i> _____ Signature <i>6/5/19</i> _____ Date				



APPENDIX I

Maintenance of Effort (MOE) 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	\$ 152,000.00
Utilities	\$ 415,000.00
Personnel	\$ 150,515.00
Miscellaneous contracts and other maintenance	\$ 250,000.00
Public Works maintenance & operations	\$ 523,800.00
Subtotal Maintenance	\$ 1,629,315.00

CONSTRUCTION	Total Expenditure
Streets, signals, and lighting	\$ 2,775,336.00
Flood control and water quality	\$ 500,000.00
Subtotal Construction	\$ 3,275,336.00

INDIRECT/OTHER	Total Expenditure
Other operating expenditures	\$ 9,600.00
Subtotal Indirect/Other	\$ 9,600.00

Total General Fund Transportation Expenditures \$ 4,914,251.00

(Less Total MOE Exclusions¹) \$ 3,449,136

MOE Expenditures \$ 1,465,115.00

MOE Benchmark Requirement \$ 310,467.00

(Shortfall) / Surplus \$ 1,154,648.00

Certification:

I hereby certify that the City of Laguna Hills has budgeted and will meet the Maintenance of Effort (MOE) requirement for Fiscal Year 2019-20.


Finance Director Signature

Janice Reyes
Finance Director (Print Name)

5/24/2019
Date

¹Funding sources include Measure M, federal, state, redevelopment, and bond financing.

MAINTENANCE OF EFFORT REPORTING FORM

Attachment - Construction Schedule

Fiscal Year 2019-20

Fiscal Year 2019-20 BUDGET				
		Funding		
Total Expenditure		GF	"M"	Others
CONSTRUCTION				
Streets, Signals and Lighting				
101	Annual Street Maintenance	\$ 2,375,336	\$ -	\$ 2,375,336
168	Traffic Signal Improvement/Coordination Projects	50,000	-	-
184	La Paz Road Widening(McIntyre to Cabot)	100,000	-	100,000
TBD	Alica Parkway Pavement Rehabilitation	250,000	-	250,000
		<u>2,775,336</u>	<u>50,000</u>	<u>2,725,336</u>
Flood Control				
403	Storm Drain/Slope Repairs	\$ 50,000	\$ -	\$ -
410	NPDES / Water Quality Program	200,000	-	-
412	Water Quality (2) Improvements	250,000	200,000	-
		<u>500,000</u>	<u>200,000</u>	<u>-</u>
Totals		\$ 3,275,336	\$ 200,000	\$ 2,725,336
			<i>MOE Exclusion</i>	<i>MOE Exclusion</i>
Maintenance				
	Street Sweeping	138,000	138,000	
	Signal Maintenance Contract	152,000	152,000	
	Utilities	415,000	415,000	
	Personnel	150,515	150,515	
	Miscellaneous Contract and other Maintenance	250,000	250,000	
	Public Works Maintenance and Operation	523,800	523,800	-
		<u>1,629,315</u>	<u>523,800</u>	<u>-</u>
			<i>MOE Exclusion</i>	<i>MOE Exclusion</i>
Administrative/Other				
	Operating Expenditures	9,600	9,600	
		<u>9,600</u>	<u>-</u>	<u>-</u>
Total General Fund Transportation Expenditures		4,914,251	723,800	2,725,336
MOE Exclusions		\$ 3,449,136		

Attachment: OCTA Maintenance of Effort Reporting Form (1857 : Measure M (M2) Compliance Reporting)

Chapter 9-102

URBAN VILLAGE TRAFFIC IMPACT/MITIGATION FEE PROGRAM

Sections:

- 9-102.010 Purpose.**
- 9-102.020 Findings.**
- 9-102.030 Urban Village Traffic Impact/Mitigation Fee Program.**
- 9-102.040 California Environmental Quality Act.**

9-102.010 Purpose.

The purpose of this chapter is to establish a Traffic Impact/Mitigation Fee Program for the Urban Village Specific Plan ("Plan") area that will assist in mitigating the cost of roadway improvements that are partly required as a result of new development within the plan area. (Ord. 2006-1 § 1 (part))

9-102.020 Findings.

- A. The Laguna Hills Urban Village Traffic Impact/Mitigation Fee Study, dated June 1, 2005, (the "Study"), complies with California Government Code Section 66001 by establishing the basis for the imposition of fees on new development. In particular, the study:
 1. Identifies the purpose of the fee;
 2. Identifies the use to which the fee will be put;
 3. Shows a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
 4. Shows a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and
 5. Shows a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development on which the fee is imposed.
- B. The fees collected pursuant to this chapter shall be used to assist in financing the cost of the public facilities described or identified in the study (the "Improvements").
- C. After considering the descriptions of the improvements and cost estimates identified in the study, the City Council approves such project descriptions and cost estimates, and finds them reasonable as the basis for calculating and imposing the traffic impact/mitigation fee.

- D. The improvements and fee methodology identified in the study are consistent with the City's general plan. (Ord. 2006-1 § 1 (part))

9-102.030 Urban Village Traffic Impact/Mitigation Fee Program.

- A. The Laguna Hills Urban Village Traffic Impact/Mitigation Fee Study, dated June 1, 2005, which is attached hereto and is incorporated herein by reference, is approved and adopted as the basis for establishing the Urban Village Traffic Impact/Mitigation Fee Program. The study is on file with the City Clerk.
- B. Definitions:

"Development permit" means any permit or approval from the city of Laguna Hills including, but not limited to, a general plan amendment, zoning or rezoning of property, a conditional use permit, subdivision map, revised final planned development, building permit, or other permit for construction or reconstruction.

"New development" means a development project requiring a development permit under the Laguna Hills Municipal Code ("LHMC").

"Traffic impact/mitigation fee" means three thousand nine hundred fourteen dollars (\$3,914.00) per each new PM peak hour trip as determined by the City Engineer based upon a traffic study.

"Urban Village Specific Plan area" means the two hundred forty (240) acres comprising the geographic area of the Urban Village Specific Plan.

- C. Imposition of Fee and Payment. The traffic impact/mitigation fee shall be imposed as a condition of issuance of any development permit in the Urban Village Specific Plan area and, except as otherwise provided by state law, shall be paid prior to the issuance of a grading permit, if any, or the first building permit for the project.
- D. Exemptions. The following new development is exempt from paying a traffic impact/mitigation fee:
 1. Projects where a traffic study, or other reliable data, indicates no new PM peak hour trips will be generated, as confirmed by the City Engineer;
 2. On single-family unit on a lot legally existing as of the effective date of the ordinance codified in this chapter which is consistent with the general plan and zoning designations of the Laguna Hills Municipal Code;
 3. Second dwelling units on residential single-family lots;
 4. Additions of accessory structures to single-family homes;

5. Addition of habitable living space to an existing single-family home.
- E. Use of Fee. The traffic impact/mitigation fee shall be solely used: (1) for the purposes described in the study; (2) for reimbursing the city for new development's fair share of the improvements identified in the study already constructed by the city; (3) for reimbursing developers who have constructed the improvements described in the study where those facilities were beyond that needed to mitigate the impacts of the developer's project or projects.
- F. Fee Review. Annually, as part of the budget process, the City Engineer shall review the estimated cost of the improvements, the continued need for those improvements, and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The City Engineer shall report his or her findings to the City Council at a noticed public hearing and recommend any adjustment to the traffic impact/mitigation fee or other action as may be needed.

(Ord. 2006-1 § 1 (part))

9-102.040 California Environmental Quality Act.

The City Council determines that the approval of the Laguna Hills Urban Village Traffic Impact/Mitigation Fee Study, dated June 1, 2005, and the adoption of this Traffic Impact/Mitigation Fee Ordinance codified in this chapter is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 21080(b)(8) of the Public Resources Code because the fees collected from the ordinance codified in this chapter will be used for transportation infrastructure necessary to maintain an acceptable level of service on existing roadways and intersections within the city. (Ord. 2006-1 § 2)

.....

Laguna Hills Urban Village Traffic Impact Mitigation Fee Study

for the



City of Laguna Hills

June 1, 2005

.....
William E. Stracker, PE, TE
410 Monte Vista
Irvine, CA 92602
(714) 338-9592



**BUREAU
VERITAS**

Berryman & Henige

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INTRODUCTION AND PURPOSE OF THE IMPACT FEE STUDY

On November 26, 2002, the City of Laguna Hills City Council adopted the Urban Village Specific Plan (Specific Plan) and approved a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA). The Specific Plan area or "Urban Village" consists of approximately 240 acres and contains a mixture of existing land uses, including the City Hall, Laguna Hills Mall, Saddleback Hospital, medical and professional offices, financial institutions, a post office, restaurants, residential, and other retail uses.

The Specific Plan envisions a village-like downtown core with a distinct village identity that will serve as a regional and community destination. The Specific Plan contemplates new retail, hotel, residential, and office uses within the Specific Plan area. Future development intensity within the Urban Village is subject to vehicle "trip budget" limits established in the City's General Plan. The Specific Plan allows for flexibility in development options within the Urban Village, so long as the trips budgeted for the area is not exceeded.

The City contracted with the firm of Linscott, Law & Greenspan (LL&G) to prepare an updated traffic study to validate the traffic projections in the General Plan Master EIR. They were also to assess the remaining trip budget available for new development within the Urban Village. LL&G concluded that the traffic projections were still valid, but the total trip budget had been reduced due to new development projects within the area. The trip budget threshold volumes were found to be 1,035 AM peak hour trips and 1,134 PM peak hour trips. Those are the maximum threshold volumes available for new development within the Urban Village.

The additional traffic from the expansion of an existing use, construction of new development or an intensification of existing facilities must be within the established trip budget. This is determined through the preparation of a comprehensive traffic study for each proposed development. Applicants are permitted to develop their property to the maximum intensity consistent with the Specific Plan upon verification that the traffic impacts are within those trip budget limits.

New development within the Urban Village will add traffic to the adjacent arterial street system, which consists of El Toro Road, Paseo de Valencia, and Avenida de la Carlota. These additional trips will decrease the Level of Service (LOS) on these roadways to unacceptable levels. To achieve an acceptable LOS on these roadways, the City has determined that certain improvements to these roadways such as additional lanes, turning lanes and street widening will be required to increase their capacity. Because new development within the Urban Village will add traffic to these roadways, the City has determined that future project applicants should be required to pay their "fair share" for these improvements. The City has prepared this Fee Study to (1) document the "nexus" between future development within the Specific Plan area and the benefit upon the development from the arterial improvements adjacent to the Village, and (2) describe the "fair share" methodology by which the improvements may be funded based upon a "fair-share" allocation.

The Fee Study is intended to satisfy the requirements of the Mitigation Fee Act (MFA) (California Government Code, Chapter 5, 66000-66008 (also known as AB 1600). The MFA generally requires that a reasonable relationship be demonstrated between (1) the use of the fee and the type of project on which the fee is imposed; (2) the need for a facility and the type of development on which the fee for the facility is imposed; and (3) the amount of the fee and facility cost attributable to the project on which the fee is imposed. The MFA prohibits the City from imposing and using the fee to correct existing problems or to make the improvements for existing development.

The Fee Study establishes the reasonable relationship or "nexus" required by the MFA. As documented below, the fee will be used to mitigate the Urban Village's contribution of traffic to the adjacent arterials and intersections that will be improved. The fee is based on the number of trips that future development projects generate and represents the proportional "fair share" of the improvement cost attributable to new development. The fee will be imposed on all new development within the Urban Village.

The information included in the Fee Study is based upon the following documents, which are available for public review at the City's Community Development Department:

1. City of Laguna Hills Urban Village Specific Plan, adopted by the City Council on November 26, 2002.
2. City of Laguna Hills, Urban Village Specific Plan Final Mitigated Negative Declaration, approved by the City Council on November 26, 2002 (MND)
3. Linscott, Law and Greenspan (LL&G) Laguna Hills Urban Village Specific Plan Traffic and Parking Study dated March 7, 2002.
4. Existing traffic volume counts and projections were obtained from recent counts completed by the City of Laguna Hills and from the LL&G study.

FUTURE GROWTH WITHIN THE URBAN VILLAGE

According to the Specific Plan and the MND, the following new development, or combination thereof is anticipated to occur within the Urban Village:

Retail:	183,000 square feet
Hotel:	250 Rooms
Residential:	200 Dwelling Units
Medical Office: (No general office)	138,000 square feet
General Office: (No medical office)	380,000 square feet

Specific Plan Traffic Area Zones (TAZ)

The Urban Village Specific Plan area is partitioned into nine "Traffic Area Zones" (TAZ's), TAZ 613 through TAZ 621, as shown on Figure II-1 in the City's General Plan. The area partitioned is bordered by Interstate 5 on the east, Los Alisos Boulevard on the south, Paseo de Valencia on the west, and a point north of Paseo de Valencia/Avenida de la Carlota intersection. Each TAZ is an incremental land use area that is assigned a specific number of maximum vehicle trips based upon the General Plan land use proposals. Those trips will impact the adjacent arterial highway network of, primarily, El Toro Road, Paseo de Valencia, and Avenida de la Carlota. Each TAZ is subject to the trip budget limitations noted above. Tables 1 through 4 in the LL&G report shows the methodology and analysis used to develop the past and current trip budget estimates and limitation. Table I summarizes the number of trips remaining in the approved trip budget or exceeding the budget for each TAZ. It shows this information as the amount of daily, 11,739 trips remaining; morning peak hour (AM), 1,035 trips remaining; and afternoon peak hour (PM), 1,134 trips remaining. Those remaining trips are based upon the total new trips that are assignable to the Urban Village project and subtracting the trips that have previously been assigned to the project. This methodology should be carried through to determine the available trips as budgeted in the City's General Plan. The PM peak hour volume of 1,134 trips is the threshold volume used for the new development within the Urban Village.

Proportioning the Trip Budget

The trip budget figure of 1,134 PM trips is the threshold volume used for new development within the Urban Village based upon the current and proposed land uses. Those trips are the total traffic that will be distributed to the adjacent arterial highway system from the Specific Plan area. A developer is permitted to develop his property within the Urban Village to the maximum extent permissible consistent with the Specific Plan. This being the case, the location in the Village and intensity of development will determine the significance of the impact on the adjacent individual street capacity. Thus more intense development in the TAZs impacting El Toro Road will have a proportionally greater impact on El Toro Road than the other streets, more intense development in the TAZs impacting Paseo de Valencia will have a proportionally greater impact on Paseo de Valencia than the other streets, etc. This development intensity must be consistent with the threshold volume of 1,134 PM trips and not be greater than the maximum trips allowed from each individual TAZ shown on Table I. Therefore the following development scenarios are addressed in this study:

- A. **Proportional Development:** This scenario evenly proportions the threshold volume across the TAZs that have trips remaining (616 through 621) on Table I.
- B. **El Toro Road Development:** This scenario proportions the threshold trips based upon the maximum development intensity impacting El Toro Road.
- C. **Paseo de Valencia Development:** This scenario proportions the threshold trips based upon the maximum development intensity impacting Paseo de Valencia.
- D. **Avenida de la Carlota Development:** This scenario proportions the threshold trips based upon the maximum development intensity impacting Avenida de la Carlota.

Tables II-A through II-D shows the trips allocated to each of the arterial streets from the Urban Village as a result of the above development scenarios. This summarizes the Table I information for each TAZ showing the amount of new PM peak hour trips impacting each adjacent arterial street. Those trips are assigned and distributed onto the selected streets to determine the additional capacity that will be required due to the increase in total PM traffic volume. The PM peak traffic is used because it is a higher volume when compared to the AM peak hour traffic and therefore will be used for analysis of the traffic impact on the local street system.

NEED FOR URBAN VILLAGE IMPACT FEE (UVIF)

This section documents the existing and future congestion levels that demonstrate the need for future improvements to the arterial system adjacent to the Urban Village. As discussed below, new development within the Urban Village will add a significant amount of traffic trips to the adjacent arterial system that create the need for the proposed improvements. The UVIF is necessary to ensure that new development within the Urban Village pays its fair share for these improvements.

Level-of-Service (LOS) qualitatively measures the operating conditions within a transportation system. LOS ranges from LOS A (free-flowing traffic) to LOS F (overload conditions). For the purposes of this study and traffic conditions, LOS D is the minimum satisfactory service level for the arterials adjacent to the Urban Village.

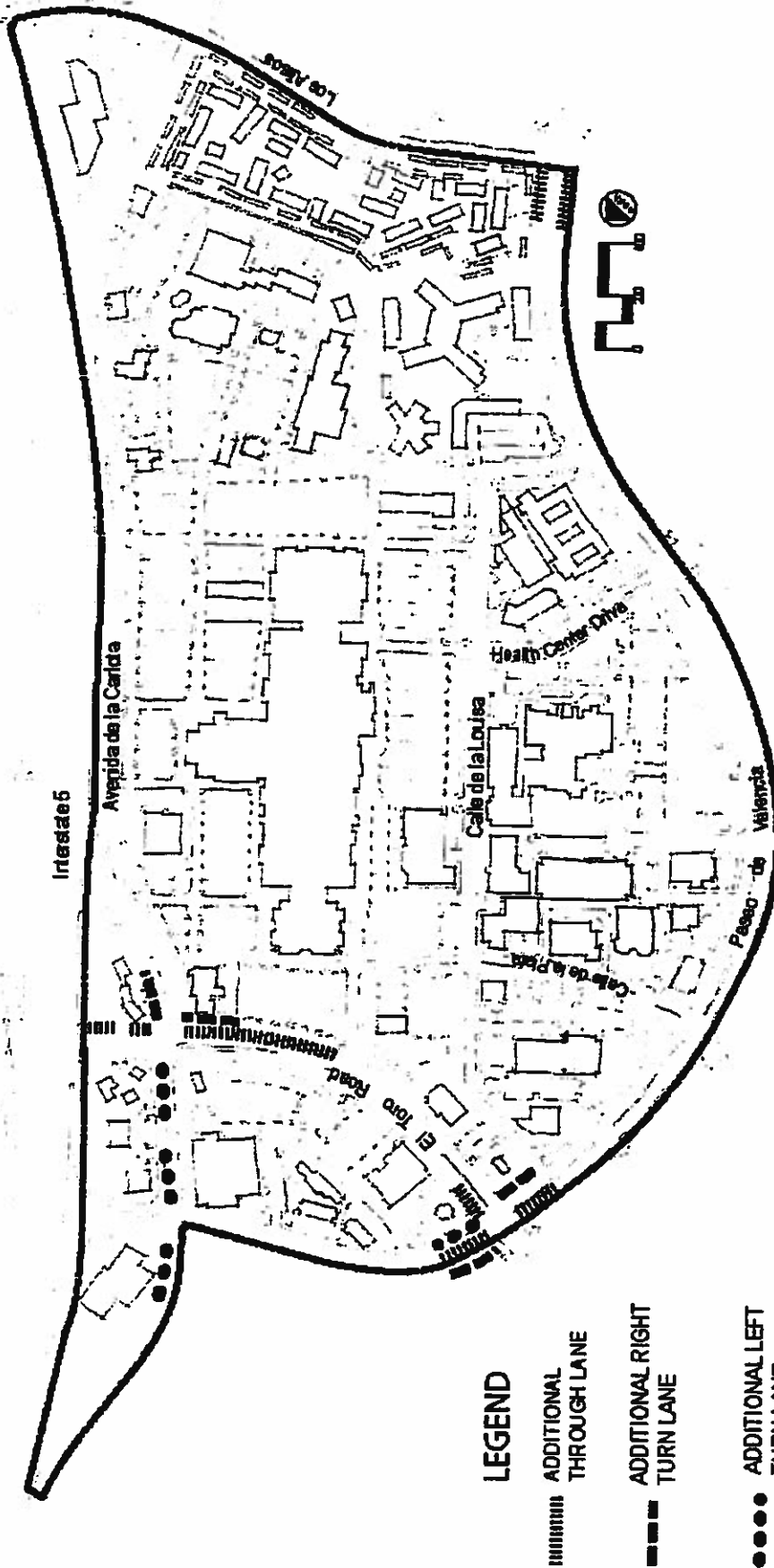
Level-of-Service	Volume/Capacity Ratio
A	0.00 - 0.60
B	0.61 - 0.70
C	0.71 - 0.80
D	0.81 - 0.90
E	0.91 - 1.00
F	Over 1.00

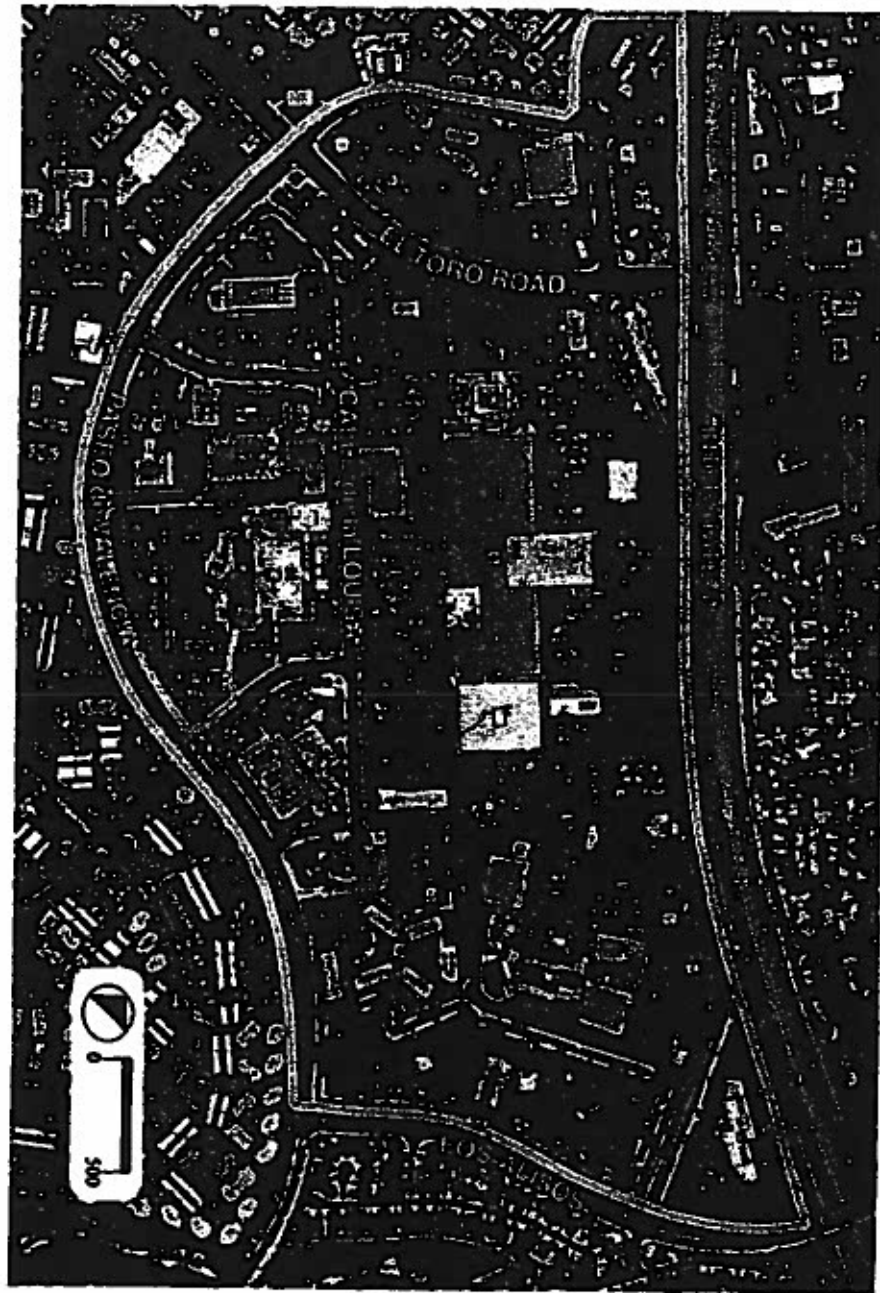
To determine the roadway level-of-service, the PM peak hour traffic summarized for each TAZ on Tables II-A through II-D was distributed onto each of the adjacent roadways. The traffic was distributed onto the arterial streets by a directional percentage of traffic determined by an analysis of generators and attractors within the area and a sight reconnaissance of the traffic flow. Generators and attractors include the residential areas to the north and south of the Village and locations that would be accessible by the I-5 Freeway and other streets within the area. The resultant traffic volumes on each street segment were then totaled to determine a total peak hour volume that was then used for the LOS values. The capacity and volume information shown on Table A-3 in the LL&G Report was used as a basis and updated to reflect current available volume and LOS information.

Road Improvements

date: July, 2002 fig. 32

Laguna Hills Urban Village





LAGUNA HILLS URBAN VILLAGE AREA

CITY OF LAGUNA HILLS

GENERAL PLAN

Figure II-1
Urban Village - Traffic Area Zones

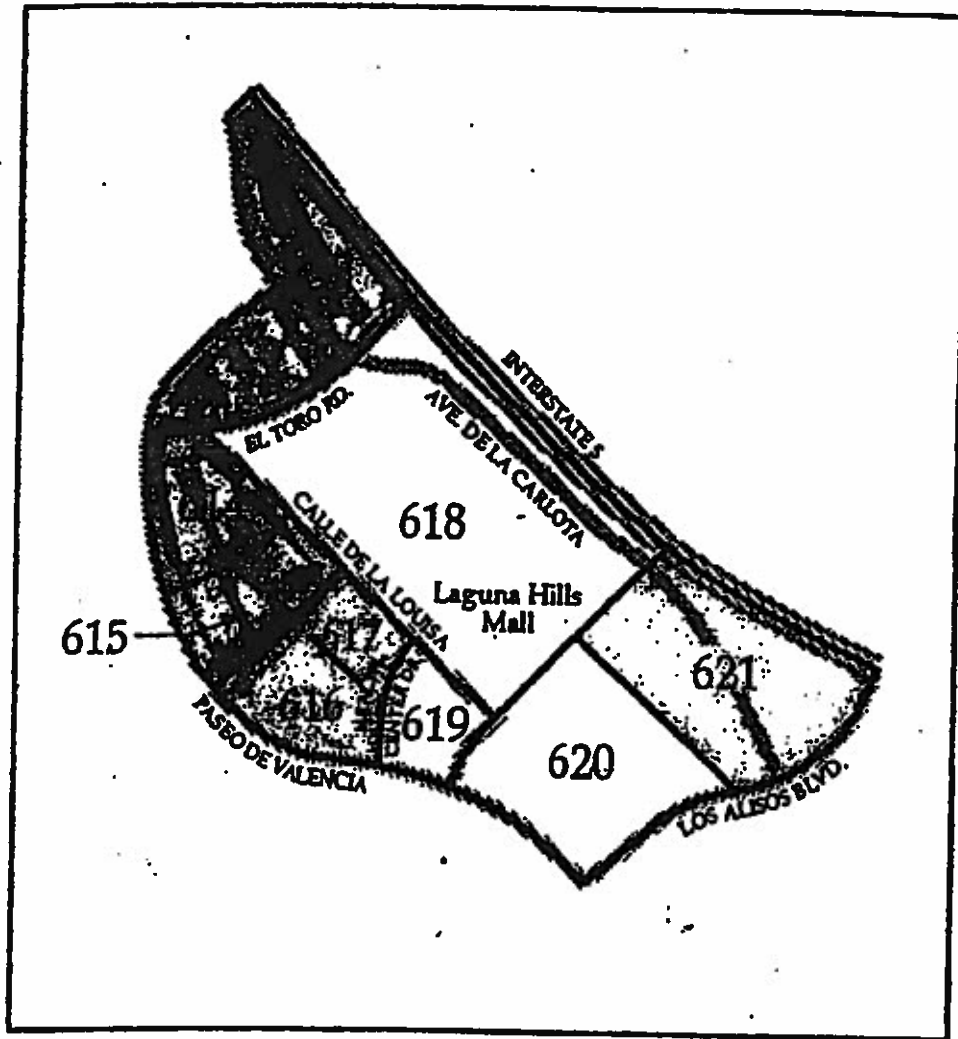


TABLE I
LAGUNA HILLS URBAN VILLAGE
SPECIFIC PLAN
TRAFFIC AREA ZONES

Amount of new trips available as approved in the General Plan
 Trips Remaining (+) or Exceeding Budget (-)

<u>Description</u>	<u>Daily</u>	<u>AM Peak</u>	<u>PM Peak</u>	<u>Pro-rated</u>
TAZ 613 North of El Toro Road	-3,338	-66	-306	N/A
TAZ 614 East of PDV South of El Toro Rd, N/o La Plata West of La Louisa	-2,588	-69	-219	N/A
TAZ 615 South of La Plata to Magdalena between PDV And La Louisa	-7,659	-87	-614	N/A
TAZ 616 & 617 South of Magdalena to Health Center Drive Between PDV & La Louisa	+1,655	+158	+171	85
TAZ 618 Laguna Hills Mall-El Toro Road to Caballeros between I-5 and La Louisa	+20,566	+884	+1,810	903
TAZ 619 Health Center Drive to Caballeros between La Louisa and PDV	+492	+48	+51	26
TAZ 620 N/o Los Alisos Cnr of PDV	+1,139	+79	+108	54
TAZ 621 E/o 620 to I-5	+1,472	+88	+133	66
TAZ 613 through TAZ 621	+11,739	+1,035	+1,134	1,134
SUMMARY:	Existing Trips – 1,139		New Trips – 2,273	
TRIP BUDGET	1,134 PM TRIPS			

TABLE II - A

LAGUNA HILLS URBAN VILLAGE

NEW TRIPS BUDGET
(PM Peak Hour)

PROPORTIONAL DEVELOPMENT			Paseo de Valencia (PDV)			El Toro (ET)			Avenida de la Carlota (AdIC)		
Traffic Area Zone (TAZ)	Total New Trips *	(%)	% TAZ	Volume	% Total	% TAZ	Volume	% Total	% TAZ	Volume	% Total
613	N/A										
614	N/A										
615	N/A										
616/617	85	7.50	70.18	60	15.19	29.82	25	9.40		0	
618	903	79.63	30.00	270	68.35	20.00	181	68.04	50.00	452	95.56
619	26	2.29	60.78	16	4.05	39.22	10	3.76	0	0	
620	54	4.76	79.63	43	10.89	0	0	0	20.37	11	2.33
621	66	5.82	9.77	6	1.52	75.19	50	18.80	15.04	10	2.11
TOTAL	1,134	100.00	34.83	395	100.00	23.46	266	100.00	41.71	473	100.00

* Based upon Table 4 LL&G Traffic Study and Table I This Report

TABLE II - B

LAGUNA HILLS URBAN VILLAGE

NEW TRIPS BUDGET
(PM Peak Hour)

EL TORO ROAD DEVELOPMENT INTENSITY			Paseo de Valencia (PDV)			El Toro (ET)			Avenida de la Carlota (AdiC)		
Traffic Area Zone (TAZ)	Total New Trips *	(%)	% TAZ	Volume	% Total	% TAZ	Volume	% Total	% TAZ	Volume	% Total
613	N/A										
614	N/A										
615	N/A										
616/617	92	8.11	45.65	42	15.19	54.35	50	9.40	0	0	0
618	862	76.01	21.69	187	68.35	42.11	363	68.04	36.20	312	95.56
619	31	2.73	35.48	11	4.05	64.52	20	3.76	0	0	0
620	38	3.35	78.95	30	10.89	0	0	0	21.05	8	2.33
621	111	9.79	3.60	4	1.52	90.09	100	18.80	6.31	7	2.11
TOTAL	1,134	100.00	34.83	274	100.00	23.46	533	100.00	41.71	327	100.00

* Based upon Table 4 LL&G Traffic Study and Table I This Report

TABLE II - C

LAGUNA HILLS URBAN VILLAGE

NEW TRIPS BUDGET
(PM Peak Hour)

PASEO DE VALENCIA DEVELOPMENT INTENSITY			Paseo de Valencia (PDV)			El Toro (ET)			Avenida de la Carlota (AdIC)		
Traffic Area Zone (TAZ)	Total New Trips *	(%)	% TAZ	Volume	% Total	% TAZ	Volume	% Total	% TAZ	Volume	% Total
613	N/A										
614	N/A										
615	N/A										
616/617	132	11.64	91.67	121	15.19	8.33	11	9.40	0	0	0
618	834	73.55	64.99	542	68.35	10.07	84	68.04	24.94	208	95.56
619	37	3.26	86.49	32	4.05	13.51	5	3.76	0	0	0
620	91	8.02	94.51	86	10.89	0	0	0	5.49	5	2.33
621	40	3.53	30.00	12	1.52	57.50	23	18.80	12.50	5	2.11
TOTAL	1,134	100.00	69.93	793	100.00	10.85	123	100.00-	19.22	218	100.00

* Based upon Table 4 LL&G Traffic Study and Table I This Report

TABLE II - D

LAGUNA HILLS URBAN VILLAGE

NEW TRIPS BUDGET
(PM Peak Hour)

AVENIDA DE LA CARLOTA DEVELOPMENT INTENSITY			Paseo de Valencia (PDV)			El Toro (ET)			Avenida de la Carlota (AdIC)		
Traffic Area Zone (TAZ)	Total New Trips *	(%)	% TAZ	Volume	% Total	% TAZ	Volume	% Total	% TAZ	Volume	% Total
613	N/A										
614	N/A										
615	N/A										
616/617	24	2.12	70.83	17	15.19	29.17	7	9.40	0	0	0
618	1,032	91.00	7.37	76	68.35	4.94	51	68.04	87.69	905	95.56
619	8	0.71	62.50	5	4.05	37.50	3	3.76	0	0	0
620	34	3.00	35.29	12	10.89	0	0	0	64.71	22	2.33
621	36	3.17	5.55	2	1.52	38.89	14	18.80	55.56	20	2.11
TOTAL	1,134	100.00	9.88	112	100.00	6.61	75	100.00	83.51	947	100.00

* Based upon Table 4 LL&G Traffic Study and Table I This Report

TABLE III - A

**ROADWAY SEGMENT LEVELS OF SERVICE
PM PEAK HOUR CONDITIONS/IMPACT**
Proportional Trip Budget

ROADWAY SEGMENT	Existing Lanes	Existing Capacity (LOS D) (a)	MPAH Future Lanes	Future Capacity (LOS D) (a)	Existing (Actual Counts)			Distributed New Trips				MPAH Ultimate				
					PM Peak Hour Trips	V/C	LOS	PM Peak Hour Segment	Total PM Trips	Existing V/C	LOS	Ultimate V/C	LOS	Available Capacity LOS D	Capacity Required LOS D	% Impact LOS D
Avenida De La Carlota																
Paseo de Valencia to Mall Driveway	4	3,150	4	3,150	2,139	0.679	B	402	2,541	0.807/D		0.841/D		1,011	402	39.8%
El Toro Road																
Paseo De Valencia - I-5	6	4,725	7	5,513	4,688	0.982	E	667	5,355	1.13/F		0.971/E		825	1,262	100%
Paseo De Valencia																
El Toro - Health Center	5	3,938	6	4,725	2,933	0.745	C	316	3,249	0.825/D		0.688/B		1,792	316	17.6%
Health Center - Los Aliso	5	3,938	6	4,725	4,143	1.05/F	F	159	4,302	1.09/F		0.910/E		582	637	100%

Reference: Laguna Hills Urban Village Specific Plan Traffic and Parking Study, Dated March 7, 2002, by Linscott Law, & Greenspan
(a) Table A-3 LL&G Report - Conversion from LOS E to LOS D

TABLE III - B

**ROADWAY SEGMENT LEVELS OF SERVICE
PM PEAK HOUR CONDITIONS/IMPACT**
El Toro Development Intensity

ROADWAY SEGMENT	Existing Lanes	Existing Capacity (LOS D) (a)	MPAH Future Lanes	Future Capacity (LOS D) (e)	Existing (Actual Counts)			Distributed New Trips				MPAH Ultimate				
					PM Peak Hour Trips	V/C	LOS	PM Peak Hour Segment	Total PM Trips	Existing V/C	Existing LOS	Ultimate V/C	Ultimate LOS	Available Capacity LOS D	Capacity Required LOS D	% Impact LOS D
Avenida De La Carlota																
Paseo de Valencia to Mall Driveway	4	3,150	4	3,150	2,139	0.679	B	278	2,417	0.767/C	0.767/C		1,011	278	27.5%	
El Toro Road																
Paseo De Valencia - I-5	6	4,725	7	5,513	4,688	0.992	E	741	5,429	1.15/F	0.985/E		825	1,344	100%	
Paseo De Valencia																
El Toro - Health Center	5	3,938	6	4,725	2,933	0.745	C	244	3,177	0.792/C	0.672/B		1,792	244	13.6%	
Health Center - Los Alisos	5	3,938	6	4,725	4,143	1.05/F	F	134	4,277	1.08/F	0.905/E		582	609	100%	

Reference: Laguna Hills Urban Village Specific Plan Traffic and Parking Study, Dated March 7, 2002, by Linscott Law, & Greenspan
(a) Table A-3 LL&G Report - Conversion from LOS E to LOS D

TABLE III - C
ROADWAY SEGMENT LEVELS OF SERVICE
PM PEAK HOUR CONDITIONS/IMPACT
 Paseo de Valencia Development Intensity

ROADWAY SEGMENT	Existing Lanes	Existing Capacity (LOS D) (a)	MPAH Future Lanes	Future Capacity (LOS D) (a)	Existing (Actual Counts)			Distributed New Trips					MPAH Ultimate		
					PM Peak Hour Trips	V/C	LOS	PM Peak Hour Segment	Total PM Trips	Existing V/C LOS	Ultimate V/C LOS	Available Capacity LOS D	Capacity Required LOS D	% Impact LOS D	
Avenida De La Carlota															
Paseo de Valencia to Mall Driveway	4	3,150	4	3,150	2,139	0.679	B	185	2,324	0.738/C	0.738/C	1,011	185	18.3%	
El Toro Road															
Paseo De Valencia - I-5	6	4,725	7	5,513	4,688	0.992	E	542	5,230	1.11/F	0.949/E	825	1,123	100%	
Paseo De Valencia															
El Toro - Health Center	5	3,938	6	4,725	2,933	0.745	C	574	3,507	0.891/D	0.742/C	1,792	574	32.0%	
Health Center - Los Alisos	5	3,938	6	4,725	4,143	1.05/F	F	257	4,400	1.12/F	0.931/E	582	746	100%	

Reference: Laguna Hills Urban Village Specific Plan Traffic and Parking Study, Dated March 7, 2002, by Linscott Law, & Greenspan
 (a) Table A-3 LL&G Report - Conversion from LOS E to LOS D

TABLE III - D
ROADWAY SEGMENT LEVELS OF SERVICE
PM PEAK HOUR CONDITIONS/IMPACT
 Avenida de la Carlota Development Intensity

ROADWAY SEGMENT	Existing Lanes	Existing Capacity (LOS D) (a)	MPAH Future Lanes	Future Capacity (LOS D) (a)	Existing (Actual Counts)			Distributed New Trips				MPAH Ultimate			
					PM Peak Hour Trips	V/C	LOS	PM Peak Hour Segment	Total PM Trips	Existing V/C LOS	Ultimate V/C LOS	Available Capacity LOS D	Capacity Required LOS D	% Impact LOS D	
Avenida De La Carlota															
Paseo de Valencia to Mall Driveway	4	3,150	4	3,150	2,139	0.679	B	805	2,944	0.935/E	0.935/E	1,011	1,132	100%	
El Toro Road															
Paseo De Valencia - I-5	6	4,725	7	5,513	4,688	0.992	E	708	5,396	1.14/F	0.979/E	825	1,308	100%	
Paseo De Valencia															
El Toro - Health Center	5	3,938	6	4,725	2,933	0.745	C	126	3,059	0.777/C	0.647/B	1,792	126	7.0%	
Health Center - Los Alisos	5	3,938	6	4,725	4,143	1.05/F	F	82	4,225	1.07/F	0.894/D	582	82	14.1%	

Reference: Laguna Hills Urban Village Specific Plan Traffic and Parking Study, Dated March 7, 2002, by Linscott Law, & Greenspan
 (a) Table A-3 LL&G Report - Conversion from LOS E to LOS D

The four scenarios discussed in the previous section are carried through on **Tables III-A through Tables III-D, "Roadway Segment Levels-of-Service/PM Peak Hour Conditions/Impact"**. Those tables provide a synopsis of the data used to analyze and complete the LOS conditions on each street. The information incorporated on those tables for each street and each scenario is shown calculated on sheets in the Appendix entitled **"Benefit/Cost Calculation"**. LL&G Table A-3 provided the existing capacity information using LOS E as a basis. This information was converted from LOS E to LOS D to reflect the additional capacity needed under LOS D conditions. LOS D is the standard developed by the OCTA for acceptable traffic conditions around the County and is the standard used by the City of Laguna Hills. This standard is therefore used for the congestion mitigation requirement on the arterial network adjacent to the Village. Once the existing traffic plus the new traffic from the Urban Village trip budget proposals was distributed onto the arterials, it was necessary to determine the amount of additional capacity that is required due to this future traffic total. The ratio of the capacity used to the additional capacity available is the percentage impact of the additional traffic volume as a result of the Urban Village development. This impact is shown for each roadway segment on **Tables IIIA through III-D** for each development scenario. When the impact shown on the table is less than 100% then the additional trips distributed to the street is greater than LOS D but less than LOS E. When the impact shown on the table is greater than 100% then the additional trips distributed to the street is greater than the LOS E. This value determines the amount of benefit the development realizes from the street improvement and accordingly translates into a cost for that improvement.

TRANSPORTATION SYSTEM IMPROVEMENTS

The improvements proposed for the key arterials: El Toro Road, Paseo de Valencia, and Avenida de la Carlota; are to bring the streets into conformance with the Master Plan of Arterial Highways, the City's General Plan, and to relieve congestion at key locations on the transportation system. **Exhibit A** shows the proposed capital projects that will bring the transportation system into conformance. The total cost of those improvements is \$7,520,000. The cost breakdown for each arterial is as follows:

El Toro Road	\$2,115,000
Paseo de Valencia	\$3,195,000
Avenida de la Carlota	<u>\$2,210,000</u>
TOTAL	\$7,520,000

URBAN VILLAGE TRAFFIC IMPACT FEE

Methodology to Determine Fair Share Calculation

This section discusses the methodology used to justify the Urban Village Traffic Impact Fee (UVTIF). The UVTIF is generally based upon the proportional contribution of new traffic trips generated from new development within the Urban Village on the adjacent arterial system at LOS D conditions. The benefit assigned to the new development within the Urban Village is based upon the four development intensity scenarios previously discussed. The Fee Study recognizes that the Urban Village is not solely responsible for funding the

entire cost of the arterial improvements identified in Exhibit A. As shown in Exhibit B, the Urban Village is responsible for a portion of the total costs of future improvements to El Toro Road, Paseo de Valencia, and Avenida de la Carlota and according to the development intensity.

Exhibit B "Benefit/Cost Calculations" shows the precise methodology and calculations that were performed to determine this benefit/cost for each of the key arterial streets impacted by the Urban Village traffic. The data and information used for this calculation and analysis is based upon LL&G Table A-3 and updated on Tables III-A through III-D.

Fair Share Calculation

The traffic impact mitigation fee is calculated by dividing the cost of the arterial improvements that benefit the development by the total of the new PM peak hour trips assigned to the development. Tables IV-A through IV-D include the cost of the improvement benefiting the development scenario and the traffic mitigation fee for each scenario. The cost benefiting the Urban Village will be the average of the total of the cost benefiting the development scenarios. This total benefit is as follows:

Proportional Development	\$4,512,500
El Toro Road Development	\$4,159,450
Paseo de Valencia Development	\$4,330,000
Avenida de la Carlota Development	<u>\$4,630,900</u>
TOTAL	\$17,632,850

$$\text{Average Benefit } \$17,632,850/4 = \$4,408,212.50$$

The total benefit cost of the improvements to the three arterials is equal to the same amount as the average benefit shown above. That breakdown is shown on Table V. The addition of the administrative costs of approximately \$30,000 gives a total benefit cost of \$4,438,212.50. Therefore the total benefit/cost as shown in Table V "Laguna Hills Urban Village Traffic Impact/Mitigation Fee" of \$4,438,212.50 divided by the 1,134 total new PM trips shown on Table II will equal the Impact Fee, or \$3,913.77 per PM Trip.

The Traffic Impact/Mitigation Fee is \$3,914 per each new PM peak hour trip.

TABLE IV - A
LAGUNA HILLS URBAN VILLAGE
BENEFITS/COSTS/FEE SUMMARY
 Proportional Trip Budget

STREET	EL TORO	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA
TOTAL CONSTRUCTION	\$2,115,000	\$3,195,000	\$2,210,000
LHUV TRIP BUDGET (Total Budget = 1,134 Trips)	266	395	473
SEGMENT	Paseo de Valencia to I-5 Freeway	El Toro to Health Center	Health Center to Los Alisos Boulevard
CONSTRUCTION	\$2,115,000	\$2,035,000	\$1,160,000
% IMPACT @ LOS D	100%	17.6%	100%
BENEFIT COST	\$2,115,000.00	\$358,000	\$1,160,000
TOTAL SEGMENT BENEFIT	\$2,115,000	\$1,518,000	\$879,500
TOTAL LHUV BENEFIT		\$4,512,500	
TRAFFIC IMPACT FEE		\$3,979.28	

TABLE IV - B
LAGUNA HILLS URBAN VILLAGE
BENEFITS/COSTS/FEE SUMMARY
El Toro Road Development Intensity

STREET	EL TORO	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA
TOTAL CONSTRUCTION	\$2,115,000	\$3,195,000	\$2,210,000
LHUV TRIP BUDGET (Total Budget = 1,134 Trips)	533	274	327
SEGMENT	Paseo de Valencia to I-5 Freeway	El Toro to Health Center	Health Center to Los Alisos Boulevard
CONSTRUCTION	\$2,115,000	\$2,035,000	\$1,180,000
% IMPACT @ LOS D	100%	13.6%	100%
BENEFIT COST	\$2,115,000.00	\$276,750	\$1,160,000
TOTAL SEGMENT BENEFIT	\$2,115,000	\$1,436,750	\$607,700
TOTAL LHUV BENEFIT		\$4,159,450	
TRAFFIC IMPACT FEE		\$3,667.95	

TABLE IV - C
LAGUNA HILLS URBAN VILLAGE
BENEFITS/COSTS/FEE SUMMARY
Paseo de Valencia Development Intensity

STREET	EL TORO	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA
TOTAL CONSTRUCTION	\$2,115,000	\$3,195,000	\$2,210,000
LHUV TRIP BUDGET (Total Budget = 1,134 Trips)	123	793	218
SEGMENT	Paseo de Valencia to I-5 Freeway	El Toro to Health Center	Health Center to Los Alisos Boulevard
CONSTRUCTION	\$2,115,000	\$2,035,000	\$1,160,000
% IMPACT @ LOS D	100%	32.0%	100%
BENEFIT COST	\$2,115,000.00	\$651,000	\$1,160,000
TOTAL SEGMENT BENEFIT	\$2,115,000	\$1,811,000	\$404,400
TOTAL LHUV BENEFIT		\$4,330,000	
TRAFFIC IMPACT FEE		\$3,818.34	

TABLE IV - D
LAGUNA HILLS URBAN VILLAGE
BENEFITS/COSTS/FEE SUMMARY
Avenida de la Carlota Development Intensity

STREET	EL TORO	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA
TOTAL CONSTRUCTION	\$2,115,000	\$3,195,000	\$2,210,000
LHUV TRIP BUDGET (Total Budget = 1,134 Trips)	75	112	947
SEGMENT	Paseo de Valencia to I-5 Freeway	El Toro to Health Center	Health Center to Los Alisos Boulevard
CONSTRUCTION	\$2,115,000	\$2,035,000	\$1,160,000
% IMPACT @ LOS D	100%	7.0%	14.1%
BENEFIT COST	\$2,115,000.00	\$142,400	\$163,500
TOTAL SEGMENT BENEFIT	\$2,115,000	\$305,900	\$2,210,000
TOTAL LHUV BENEFIT		\$4,630,900	
TRAFFIC IMPACT FEE		\$4,083.69	

TABLE V

LAGUNA HILLS URBAN VILLAGE Traffic Mitigation Fee

Total Benefit: From Tables IV-A through IV-D (Average)

El Toro Road -	\$2,115,000.00
Paseo De Valencia -	\$1,267,912.50
Ave De La Carlota -	<u>\$1,025,400.00</u>
Average Total Benefit	\$4,408,312.50

Administrative Costs	<u>\$30,000.00</u>
(Engineering, Legal, etc.)	

Total Benefit -	\$4,438,212.50
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Total New Trips: 1,134Trips

Impact Fee: \$3,914 per new trip

APPENDIX

EXHIBIT A – CAPITAL PROJECTS

EXHIBIT B – BENEFIT/COST CALCULATIONS

EXHIBIT A Laguna Hills Urban Village

Capital Projects

Street Improvements

El Toro Road – 270 feet West of Regional Center Drive to I-5 Freeway
Construct right-turn lane at Regional Center Drive and widen roadway by 12 feet

Engineering -	\$ 100,000
Right-of-Way Acquisition -	\$ 735,000
Construction cost -	<u>\$ 700,000</u>
Total	\$1,535,000

El Toro Road - Paseo de Valencia Intersection
Widen El Toro Road

Engineering -	\$ 50,000
Construction cost -	<u>\$ 250,000</u>
Total	\$ 300,000

Paseo de Valencia – El Toro Road Intersection
Widen Paseo de Valencia

Engineering -	\$ 50,000
Right-of-Way Acquisition	\$ 245,000
Construction cost	<u>\$ 250,000</u>
Total	\$ 545,000

Avenida de la Carlota – El Toro road to 200' north of Paseo de Valencia

Engineering -	\$ 150,000
Right-of-Way Acquisition -	\$1,000,000
Construction Cost -	<u>\$1,000,000</u>
Total	\$2,150,000

Paseo de Valencia – Los Alisos Boulevard to El Toro Road

Engineering	\$ 260,000
Right-of-Way & Construction	<u>\$2,390,000</u>
Total	\$2,650,000

Developed from Laguna Hills Drive to El Toro Road Alternate C
Alignment Study by Berryman & Henigar

2/23/05

Attachment: Mitigation Fee Program & Study (1857 : Measure M (M2) Compliance Reporting)

SUMMARY STREET IMPROVEMENTS

El Toro Road	\$1,835,000
Ave de la Carlota	\$2,150,000
Paseo de Valencia	\$3,195,000

Total Street Improvements \$7,180,000

Traffic Signal Upgrades

Due to required widening and increased Urban Village traffic

Paseo de Valencia/Avenida de la Carlota	\$30,000	
Regional Center Drive/El Toro Road	\$250,000	Upgrade signal
Los Alisos/ Avenida de la Carlota	\$30,000	
El Toro Road/ Avenida de la Carlota	\$30,000	
Laguna Hills Mall/ Avenida de la Carlota	\$30,000	

Total Traffic Signal Upgrades \$370,000

Total Street Improvements and Traffic Signal Upgrades \$7,550,000

CALL 7,550,000

2/23/05

EXHIBIT B
BENEFIT/COST CALCULATIONS

El Toro Road
(Paseo de Valencia to I-5 Freeway)

Paseo de Valencia
(El Toro Road to Health Center)

Paseo de Valencia
(Health Center to Los Alisos Boulevard)

Avenida de la Carlota
(Paseo de Valencia to Mall Entrance)

FOR

Proportional Development

El Toro Road Development

Paseo de Valencia Development

Avenida de la Carlota Development

**BENEFIT/COST CALCULATION
AVENIDA DE LA CARLOTA
(Paseo de Valencia to Mall Entrance)
Proportional Budget**

Avenida de la Carlota Construction - Street Improvements \$2,150,000
Signal Improvements \$ 60,000

TOTAL \$2,210,000

PM Peak Hour Count	2,139	V/C(E) = 2,139/3,500 = 0.611 > LOS B
New Distributed Trips	<u>402</u>	
Total Trips	2,541	V/C(E) = 2,541/3,500 = 0.726 > LOS C

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) > 0.90 = $V/3,500 > V = 3,150$
LOS D (Future Capacity) > 0.90 = $V/3,500 > V = 3,150$ (Future MPAH Lanes)

Total Trips:	2,139	LOS Existing	$2,139/3,150 = 0.679 > \text{LOS B}$
	2,541	LOS Existing + New Trips	$2,541/3,150 = 0.807 > \text{LOS D}$
	2,541	LOS with improvements	$2,541/3,150 = 0.807 > \text{LOS D}$

Traffic capacity @ LOS D is available. How much capacity is used for new PM Trips?

Capacity available @ LOS D for ultimate improvements; $3,150 - 2,139 = 1,011$ Trips
Capacity Required for LOS D for ultimate improvements; $2,541 - 2,139 = 402$ Trips

% Impact = $402 \text{ Trips} / 1,011 \text{ Trips} = 0.398 > 39.8\%$

% IMPACT @ LOS D > 39.8%

New PM Trips generated to Avenida de la Carlota = 473 Trips

\$ / Trip > $\$2,210,000 / 473 \text{ New Trips} = \$4,672.30 / \text{Trip}$

Effective Fee @ LOS D = $\$4,672.30 \times .398 \text{ Impact} = \$1,859.58 / \text{Trip}$

Cost of Benefit = $\$1,859.58 \times 473 \text{ Trips} = \$879,581.34$

CALL \$879,500

AVENIDA DE LA CARLOTA BENEFIT = \$879,500 (PROPORTIONAL)

**BENEFIT/COST CALCULATION
EL TORO ROAD
(Paseo de Valencia to I-5 Freeway)
Proportional Trip Budget**

El Toro Road Construction - Street Improvements	\$1,835,000	
Signal Improvements	<u>\$ 280,000</u>	
TOTAL	\$2,115,000	(Exhibit A)

PM Peak Hour Count	4,688 (Table III)	$V/C(E) = 4,688/5,250 = 0.893 > \text{LOS D}$
New Distributed Trips	<u>667</u> (Table III)	
Total Trips	5,355 (Table III)	$V/C(E) = 5,355/5,250 = 1.02 > \text{LOS F}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/5,250 > V = 4,725$
 LOS D (Future Capacity) $> 0.90 = V/6,125 > V = 5,513$ (Future MPAH Lanes)

Total Trips:	4,688	LOS Existing	$4,688/4,725 = 0.992 > \text{LOS E}$
	5,355	LOS Existing + New Trips	$5,355/4,725 = 1.133 > \text{LOS F}$
	4,688	LOS Existg + Improvements	$4,688/5,513 = 0.850 > \text{LOS D}$
	5,355	LOS with improvements	$5,355/5,513 = 0.971 > \text{LOS E}$

Additional Capacity @ LOS D w/ ultimate improvements $5,355/0.90 = 5,950$ Trips
 Capacity available @ LOS D for ultimate improvements; $5,513 - 4,688 = 825$ Trips
 Capacity required @ LOS D for ultimate improvements $5,950 - 4,688 = 1,262$ Trips

% Impact = $1,262 \text{ Trips} / 825 \text{ Trips} > 100\%$

% IMPACT @ LOS D $> 100\%$

New PM Trips Generated to El Toro Road – 266 Trips

\$ / Trip $> \$2,115,000 / 266 \text{ New Trips} = \$7,951.13$ per Trip

Effective Fee at LOS D $> \$7,951.13 \times 1.00 = \$7,951.13$ / Trip

Cost of Benefit = $\$7,951.13 \times 266 \text{ Trips} = \$2,115,000$

EL TORO ROAD TOTAL BENEFIT = \$2,115,000 (PROPORTIONAL)
(Paseo de Valencia to I-5 Freeway)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(El Toro Road to Health Center)
Proportional Trip Budget**

Paseo de Valencia Construction -	Street Improvements	\$1,490,000
	West/o El Toro	<u>\$ 545,000</u>
TOTAL		\$2,035,000

PM Peak Hour Count	2,933
New Distributed Trips	<u>316</u>
Total Trips	3,249

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/4,375 > V = 3,938$
 LOS D (Future Capacity) $> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	2,933	LOS Existing	$2,933/3,938 = 0.745 > \text{LOS C}$
	3,249	LOS Existing + New Trips	$3,249/3,938 = 0.825 > \text{LOS D}$
	3,249	LOS with improvements	$3,249/4,725 = 0.688 > \text{LOS B}$

Traffic capacity is available @ LOS D. How much capacity is used for new PM trips?

Capacity available @ LOS D for ultimate improvements = $4,725 - 2,933 = 1,792$ Trips
 Capacity required for LOS D for ultimate improvements = $3,249 - 2,933 = 316$ Trips

% IMPACT @ LOS D $> 316 / 1,792 = 0.176$ or 17.6%

New PM Trips Generated to Paseo de Valencia – 395 Trips

\$ / Trip $> \$2,035,000 / 395 \text{ New Trips} = \$5,151.90$ per Trip

Effective Fee @ LOS D = $\$5,151.90 \times 0.176 = \906.73 / Trip

Cost of Benefit = $\$906.73 \times 395 \text{ Trips} = \$358,158.35 > \text{CALL } \$358,000$

PASEO DE VALENCIA PARTIAL BENEFIT = \$358,000 (PROPORTIONAL)
(El Toro Road to Health Center Drive)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(Health Center to Los Alisos Boulevard)
Proportional Trip Budget**

Paseo de Valencia Construction - Street Improvements \$1,160,000

TOTAL \$1,160,000

PM Peak Hour Count	4,143	$V/C(E) = 4,143/4,375 = 0.947 > \text{LOS E}$
New Distributed Trips	<u>159</u>	
Total Trips	4,302	$V/C(E) = 4,302/4,375 = 0.983 > \text{LOS E}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/4,375 > V = 3,938$
 LOS D (Future Capacity) $> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	4,143	LOS Existing	$4,143/3,938 = 1.052 > \text{LOS F}$
	4,381	LOS Existing + New Trips	$4,302/3,938 = 1.092 > \text{LOS F}$
	4,143	LOS Existg + Improvements	$4,143/4,725 = 0.877 > \text{LOS D}$
	4,381	LOS with improvements	$4,302/4,725 = 0.910 > \text{LOS E}$

Additional capacity for LOS D w/ ultimate improvements; $4,302/0.9 = 4,780$ Trips
 Capacity available @ LOS D for ultimate improvements; $4,725 - 4,143 = 582$ Trips
 Capacity required for LOS D for ultimate improvements; $4,780 - 4,143 = 637$ Trips

$\% \text{ Impact} = 637 \text{ Trips} / 582 \text{ Trips} > 100\%$

$\% \text{ IMPACT @ LOS D} > 100 \%$

New PM Trips Generated to Paseo de Valencia – 395 Trips

$\$/\text{Trip} > \$1,160,000 / 395 \text{ New Trips} = \$2,936.71 \text{ per Trip}$

Effective Fee at LOS D $> \$2,936.71 \times 1.00 = \$2,936.71 / \text{Trip}$

Cost of Benefit = $\$2,936.71 \times 395 \text{ Trips} = \$1,160,000 > \text{CALL } \$1,160,000$

PASEO DE VALENCIA PARTIAL BENEFIT = \$1,160,000
 (Health Center Drive to Los Alisos Boulevard)

PASEO DE VALENCIA TOTAL BENEFIT = \$1,518,000 (PROPORTIONAL)
 (El Toro Road to Los Alisos Boulevard)

**BENEFIT/COST CALCULATION
AVENIDA DE LA CARLOTA
(Paseo de Valencia to Mall Entrance)
El Toro Development Intensity**

Avenida de la Carlota Construction - Street Improvements \$2,150,000
Signal Improvements \$ 60,000

TOTAL \$2,210,000

PM Peak Hour Count	2,139	V/C(E) = 2,139/3,500 = 0.611 > LOS B
New Distributed Trips	<u>278</u>	
Total Trips	2,417	V/C(E) = 2,417/3,500 = 0.691 > LOS B

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) > 0.90 = $V/3,500 > V = 3,150$
LOS D (Future Capacity) > 0.90 = $V/3,500 > V = 3,150$ (Future MPAH Lanes)

Total Trips:	2,139	LOS Existing	$2,139/3,150 = 0.679 > LOS B$
	2,417	LOS Existing + New Trips	$2,417/3,150 = 0.767 > LOS C$
	2,417	LOS with improvements	$2,417/3,150 = 0.767 > LOS C$

Traffic capacity is available @ LOS D. How much capacity is used for new PM Trips?

Capacity available @ LOS D for ultimate improvements; $3,150 - 2,139 = 1,011$ Trips
Capacity Required for LOS D for ultimate improvements; $2,417 - 2,139 = 278$ Trips

% Impact = $278 \text{ Trips} / 1,011 \text{ Trips} = 0.275 > 27.5\%$

% IMPACT @ LOS D > 27.5%

New PM Trips generated to Avenida de la Carlota = 327 Trips

\$ / Trip > $\$2,210,000 / 327 = \$6,758.10$ per Trip

Effective Fee @ LOS D = $\$6,758.10 \times 0.275 \text{ Impact} = \$1,858.48 / \text{Trip}$

Cost of Benefit = $\$1,858.48 \times 327 \text{ Trips} = \$607,722.96$

CALL \$607,700

AVENIDA DE LA CARLOTA BENEFIT= \$607,700 (EL TORO DEVELOPMENT)

**BENEFIT/COST CALCULATION
EL TORO ROAD
(Paseo de Valencia to I-5 Freeway)
El Toro Development Intensity**

El Toro Road Construction - Street Improvements \$1,835,000
Signal Improvements \$ 280,000
TOTAL \$2,115,000 (Exhibit A)

PM Peak Hour Count	4,688 (Table III)	$V/C(E)=4,688/5,250=0.893 > \text{LOS D}$
New Distributed Trips	741 (Table III)	
Total Trips	5,429 (Table III)	$V/C(E)=5,429/5,250 = 1.034 > \text{LOS F}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/5,250 > V = 4,725$
LOS D (Future Capacity) $> 0.90 = V/6,125 > V = 5,513$ (Future MPAH Lanes)

Total Trips:	4,688	LOS Existing	$4,688/4,725 = 0.992 > \text{LOS E}$
	5,429	LOS Existing + New Trips	$5,429/4,725 = 1.15 > \text{LOS F}$
	4,688	LOS Existg + Improvements	$4,688/5,513 = 0.850 > \text{LOS D}$
	5,429	LOS with improvements	$5,429/5,513 = 0.985 > \text{LOS E}$

Additional Capacity @ LOS D w/ ultimate improvements $5,429/0.90 = 6,032$ Trips
Capacity available @ LOS D for ultimate improvements; $5,513 - 4,688 = 825$ Trips
Capacity required @ LOS D for ultimate improvements $6,032 - 4,688 = 1,344$ Trips

$\% \text{ Impact} = 1,344 \text{ Trips} / 825 \text{ Trips} > 100\%$

$\% \text{ IMPACT @ LOS D} > 100\%$

New PM Trips Generated to El Toro Road – 533 Trips

$\$/ \text{ Trip} > \$2,115,000 / 533 \text{ New Trips} = \$3,968.11 \text{ per Trip}$

Effective Fee at LOS D $> \$3,968.11 \times 1.00 = \$3,968.11 / \text{Trip}$

Cost of Benefit $= \$3,968.11 \times 533 \text{ Trips} = \$2,115,000$

EL TORO ROAD TOTAL BENEFIT = \$2,115,000 (EL TORO DEVELOPMENT)
(Paseo de Valencia to I-5 Freeway)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(El Toro Road to Health Center)
El Toro Development Intensity**

Paseo de Valencia Construction -	Street Improvements	\$1,490,000
	West/o El Toro	<u>\$ 545,000</u>
TOTAL		\$2,035,000

PM Peak Hour Count	2,933	$V/C(E) = 2,933/4,375 = 0.670 > \text{LOS B}$
New Distributed Trips	<u>244</u>	
Total Trips	3,177	$V/C(E) + 3,177/4,375 = 0.726 > \text{LOS C}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity)	$> 0.90 = V/4,375 > V = 3,938$
LOS D (Future Capacity)	$> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	2,933	LOS Existing	$2,933/3,938 = 0.745 > \text{LOS C}$
	3,177	LOS Existing + New Trips	$3,177/3,938 = 0.792 > \text{LOS C}$
	3,177	LOS with improvements	$3,177/4,725 = 0.672 > \text{LOS B}$

Traffic capacity is available @ LOS D. How much capacity is used for new PM Trips?

Capacity available @ LOS D for ultimate improvements = $4,725 - 2,933 = 1,792$ Trips
Capacity required for LOS D for ultimate improvements = $3,177 - 2,933 = 244$ Trips

% IMPACT @ LOS D $> 244 \text{ Trips} / 1,792 \text{ Trips} = 0.136$ or 13.6%

New PM Trips Generated to Paseo de Valencia – 274 Trips

\$ / Trip $> \$2,035,000 / 274 = \$7,427.01$ per Trip

Effective Fee @ LOS D = $\$7,427.01 \times 0.136 = \$1,010.07$ / Trip

Cost of Benefit = $\$1,010.07 \times 274 \text{ Trips} = \$276,759.18 > \text{CALL } \$276,750$

PASEO DE VALENCIA BENEFIT = \$276,750 (EL TORO DEVELOPMENT)
(El Toro Road to Health Center Drive)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(Health Center to Los Alisos Boulevard)
El Toro Trip Budget**

Paseo de Valencia Construction -	Street Improvements	\$1,160,000
TOTAL		\$1,160,000

PM Peak Hour Count	4,143	$V/C(E) = 4,143/4,375 = 0.947 > \text{LOS E}$
New Distributed Trips	<u>134</u>	
Total Trips	4,277	$V/C(E) = 4,277/4,375 = 0.978 > \text{LOS E}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/4,375 > V = 3,938$
 LOS D (Future Capacity) $> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	4,143	LOS Existing	$4,143/3,938 = 1.052 > \text{LOS F}$
	4,277	LOS Existing + New Trips	$4,277/3,938 = 1.086 > \text{LOS F}$
	4,143	LOS Existg + Improvements	$4,143/4,725 = 0.877 > \text{LOS D}$
	4,277	LOS with improvements	$4,277/4,725 = 0.905 > \text{LOS E}$

Additional capacity for LOS D w/ ultimate improvements $4,277/0.9 = 4,752$ Trips
 Capacity available @ LOS D for ultimate improvements; $4,725 - 4,143 = 582$ Trips
 Capacity required for LOS D for ultimate improvements; $4,752 - 4,143 = 609$ Trips

$\% \text{ Impact} = 609 \text{ Trips} / 582 \text{ Trips} > 100\%$
% IMPACT @ LOS D > 100 %

New PM Trips Generated to Paseo de Valencia – 274 Trips

$\$/\text{Trip} > \$1,160,000 / 274 \text{ New Trips} = \$4,233.58 \text{ per Trip}$

Effective Fee at LOS D $> \$4,233.58 \times 1.00 = \$4,233.58 / \text{Trip}$

Cost of Benefit = $\$4,233.58 \times 274 \text{ Trips} = \$1,160,000 > \text{CALL } \$1,160,000$

PASEO DE VALENCIA PARTIAL BENEFIT = \$1,160,000 (EL TORO DEVELOPMENT)

(Health Center Drive to Los Alisos Boulevard)

PASEO DE VALENCIA TOTAL BENEFIT = \$1,436,750 (EL TORO DEVELOPMENT)

(El Toro Road to Los Alisos Boulevard)

**BENEFIT/COST CALCULATION
AVENIDA DE LA CARLOTA
(Paseo de Valencia to Mall Entrance)
Paseo de Valencia Development Intensity**

Avenida de la Carlota Construction - Street Improvements	\$2,150,000
Signal Improvements	<u>\$ 60,000</u>
TOTAL	\$2,210,000

PM Peak Hour Count	2,139	$V/C(E) = 2,139/3,500 = 0.611 > \text{LOS B}$
New Distributed Trips	<u>185</u>	
Total Trips	2,324	$V/C(E) = 2,324/3,500 = 0.664 > \text{LOS B}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/3,500 > V = 3,150$
 LOS D (Future Capacity) $> 0.90 = V/3,500 > V = 3,150$ (Future MPAH Lanes)

Total Trips:	2,139	LOS Existing	$2,139/3,150 = 0.679 > \text{LOS B}$
	2,324	LOS Existing + New Trips	$2,324/3,150 = 0.738 > \text{LOS C}$
	2,324	LOS with improvements	$2,324/3,150 = 0.738 > \text{LOS C}$

Traffic capacity is available @ LOS D. How much capacity is used for new PM Trips?

Capacity available @ LOS D for ultimate improvements; $3,150 - 2,139 = 1,011$ Trips
 Capacity required for LOS D for ultimate improvements; $2,324 - 2,139 = 185$ Trips

% IMPACT @ LOS D $> 185 \text{ Trips} / 1,011 \text{ Trips} = 0.183$ or 18.3%

New PM Trips generated to Avenida de la Carlota = 218 Trips

\$ / Trip $> \$2,210,000 / 218 = \$10,137.61$ per Trip

Effective Fee @ LOS D $= \$10,137.61 \times 0.183 \text{ Impact} = \$1,855.18 / \text{Trip}$

Cost of Benefit $= \$1,855.18 \times 218 \text{ Trips} = \$404,429.24$

CALL \$404,400.00

AVENIDA DE LA CARLOTA BENEFIT = \$404,400 (PDV DEVELOPMENT)

**BENEFIT/COST CALCULATION
EL TORO ROAD
(Paseo de Valencia to I-5 Freeway)
Paseo de Valencia Development Intensity**

El Toro Road Construction - Street Improvements \$1,835,000
Signal Improvements \$ 280,000
TOTAL \$2,115,000 (Exhibit A)

PM Peak Hour Count	4,688 (Table III)	$V/C(E) = 4,688/5,250 = 0.893 > \text{LOS D}$
New Distributed Trips	542 (Table III)	
Total Trips	5,230 (Table III)	$V/C(E) = 5,230/5,250 = 0.996 > \text{LOS F}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/5,250 > V = 4,725$
LOS D (Future Capacity) $> 0.90 = V/6,125 > V = 5,513$ (Future MPAH Lanes)

Total Trips:	4,688	LOS Existing	$4,688/4,725 = 0.992 > \text{LOS E}$
	5,230	LOS Existing + New Trips	$5,230/4,725 = 1.11 > \text{LOS F}$
	4,688	LOS Existg + Improvements	$4,688/5,513 = 0.850 > \text{LOS D}$
	5,230	LOS with improvements	$5,230/5,513 = 0.949 > \text{LOS E}$

Additional Capacity @ LOS D w/ ultimate improvements $5,230/0.90 = 5,811$ Trips
Capacity available @ LOS D for ultimate improvements; $5,513 - 4,688 = 825$ Trips
Capacity required @ LOS D for ultimate improvements $5,811 - 4,688 = 1,123$ Trips

$\% \text{ Impact} = 1,123 \text{ Trips} / 825 \text{ Trips} > 100\%$

$\% \text{ IMPACT @ LOS D} > 100\%$

New PM Trips Generated to El Toro Road – 123 Trips

$\$/\text{Trip} > \$2,115,000 / 123 \text{ New Trips} = \$17,195.12 \text{ per Trip}$

Effective Fee at LOS D $> \$17,195.12 \times 1.00 = \$17,195.12 / \text{Trip}$

Cost of Benefit $= \$17,195.12 \times 266 \text{ Trips} = \$2,115,000$

EL TORO ROAD TOTAL BENEFIT = \$2,115,000 (PDV DEVELOPMENT)
(Paseo de Valencia to I-5 Freeway)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(El Toro Road to Health Center)
Paseo de Valencia Development Intensity**

Paseo de Valencia Construction -	Street Improvements	\$1,490,000
	West/o El Toro	<u>\$ 545,000</u>
TOTAL		\$2,035,000

PM Peak Hour Count	2,933	$V/C(E) = 2,933/4,375 = 0.67 > \text{LOS B}$
New Distributed Trips	<u>574</u>	
Total Trips	3,507	$V/C(E) = 3,488/4,375 = 0.797 > \text{LOS C}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity)	$> 0.90 = V/4,375 > V = 3,938$
LOS D (Future Capacity)	$> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	2,933	LOS Existing	$2,933/3,938 = 0.745 > \text{LOS C}$
	3,507	LOS Existing + New Trips	$3,507/3,938 = 0.891 > \text{LOS D}$
	3,507	LOS with improvements	$3,507/4,725 = 0.742 > \text{LOS C}$

Traffic capacity is available @ LOS D. How much capacity is used for new PM Trips?

Capacity available @ LOS D for ultimate improvements = $4,725 - 2,933 = 1,792$ Trips
Capacity required for LOS D for ultimate improvements = $3,507 - 2,933 = 574$ Trips

% IMPACT @ LOS D $> 574 \text{ Trips} / 1,792 \text{ Trips} = 0.320$ or 32.0 %

New PM Trips Generated to Paseo de Valencia – 793 Trips

\$ / Trip $> \$2,035,000 / 793 \text{ Trips} = \$2,566.20$ per trip

Effective Fee @ LOS D = $\$2,566.20 \times 0.32 = \821.18 / trip

Cost of Benefit = $\$821.18 \times 793 \text{ Trips} = \$651,195.74 > \text{CALL } \$651,000$

PASEO DE VALENCIA PARTIAL BENEFIT = \$651,000 (PDV DEVELOPMENT)
(El Toro Road to Health Center Drive)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(Health Center to Los Alisos Boulevard)
Paseo de Valencia Development Intensity**

Paseo de Valencia Construction - Street Improvements \$1,160,000

TOTAL \$1,160,000

PM Peak Hour Count	4,143	$V/C(E) = 4,143/4,375 = 0.947 > \text{LOS E}$
New Distributed Trips	<u>257</u>	
Total Trips	4,400	$V/C(E) = 4,400/4,375 = 1.010 > \text{LOS F}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/4,375 > V = 3,938$
 LOS D (Future Capacity) $> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	4,143	LOS Existing	$4,143/3,938 = 1.052 > \text{LOS F}$
	4,400	LOS Existing + New Trips	$4,400/3,998 = 1.117 > \text{LOS F}$
	4,143	LOS Existg + Improvements	$4,143/4,725 = 0.877 > \text{LOS D}$
	4,400	LOS with Improvements	$4,400/4,725 = 0.931 > \text{LOS E}$

Additional capacity for LOS D w/ ultimate improvements $4,400 / 0.9 = 4,889$ Trips
 Capacity available @ LOS D for ultimate improvements; $4,725 - 4,143 = 582$ Trips
 Capacity required for LOS D for ultimate improvements; $4,889 - 4,143 = 746$ Trips

$\% \text{ Impact} = 746 \text{ Trips} / 582 \text{ Trips} > 100\%$

$\% \text{ IMPACT @ LOS D} > 100\%$

New PM Trips Generated to Paseo de Valencia – 793 Trips

$\$ / \text{ Trip} > \$1,160,000 / 793 \text{ New Trips} = \$1,462.80 \text{ per Trip}$

Effective Fee at LOS D $> \$1,462.80 \times 1.00 = \$1,462.80 / \text{ Trip}$

Cost of Benefit = $\$1,462.80 \times 793 \text{ Trips} = \$1,160,000$

PASEO DE VALENCIA PARTIAL BENEFIT = \$1,160,000
 (Health Center Drive to Los Alisos Boulevard)

PASEO DE VALENCIA TOTAL BENEFIT = \$1,811,000 (PDV DEVELOPMENT)
 (El Toro Road to Los Alisos Boulevard)

**BENEFIT/COST CALCULATION
AVENIDA DE LA CARLOTA
(Paseo de Valencia to Mall Entrance)
Avenida de la Carlota Development Intensity**

Avenida de la Carlota Construction - Street Improvements \$2,150,000
Signal Improvements \$ 60,000

TOTAL \$2,210,000

PM Peak Hour Count	2,139	$V/C(E) = 2,139/3,500 = 0.611 > \text{LOS B}$
New Distributed Trips	<u>805</u>	
Total Trips	2,944	$V/C(E) = 2,944/3,500 = 0.841 > \text{LOS D}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/3,500 > V = 3,150$
LOS D (Future Capacity) $> 0.90 = V/3,500 > V = 3,150$ (Future MPAH Lanes)

Total Trips:	2,139	LOS Existing	$2,139/3,150 = 0.679 > \text{LOS B}$
	2,944	LOS Existing + New Trips	$2,944/3,150 = 0.935 > \text{LOS E}$
	2,944	LOS with improvements	$2,944/3,150 = 0.935 > \text{LOS E}$

Additional capacity @ LOS D w/ ultimate improvements $2,944/0.9 = 3,271$ Trips
Capacity available @ LOS D for ultimate improvements; $3,150 - 2,139 = 1,011$
Capacity Required for LOS D for ultimate improvements; $3,271 - 2,139 = 1,132$

$\% \text{ Impact} = 1,132 \text{ Trips} / 1,011 \text{ Trips} > 100\%$

% IMPACT @ LOS D > 100%

New PM Trips generated to Avenida de la Carlota = 947 Trips

$\$/\text{Trip} > \$2,210,000 / 947 = \$2,333.69 \text{ per Trip}$

Effective Fee @ LOS D = $\$2,333.69 \times 1.00 \text{ Impact} = \$2,333.69 / \text{Trip}$

Cost of Benefit = $\$2,333.69 \times 947 \text{ Trips} = \$2,210,000$

CALL \$2,210,000

AVENIDA DE LA CARLOTA BENEFIT = \$2,210,000 (ADLC DEVELOPMENT)

**BENEFIT/COST CALCULATION
EL TORO ROAD
(Paseo de Valencia to I-5 Freeway)
Avenida de la Carlota Development Intensity**

El Toro Road Construction - Street Improvements \$1,835,000
Signal Improvements \$ 280,000
TOTAL \$2,115,000 (Exhibit A)

PM Peak Hour Count	4,688 (Table III)	$V/C(E)=4,688/5,250=0.893 > \text{LOS D}$
New Distributed Trips	708 (Table III)	
Total Trips	5,396 (Table III)	$V/C(E)=5,396/5,250=1.028 > \text{LOS F}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/5,250 > V = 4,725$
LOS D (Future Capacity) $> 0.90 = V/6,125 > V = 5,513$ (Future MPAH Lanes)

Total Trips:	4,688	LOS Existing	$4,688/4,725 = 0.992 > \text{LOS E}$
	5,396	LOS Existing + New Trips	$5,396/4,725 = 1.14 > \text{LOS F}$
	4,688	LOS Existg + Improvements	$4,688/5,513 = 0.850 > \text{LOS D}$
	5,396	LOS with improvements	$5,396/5,513 = 0.979 > \text{LOS E}$

Additional Capacity @ LOS D w/ ultimate improvements $5,396/0.90 = 5,996$ Trips
Capacity available @ LOS D for ultimate improvements; $5,513 - 4,688 = 825$ Trips
Capacity required @ LOS D for ultimate improvements $5,996 - 4,688 = 1,308$ Trips

% Impact = $1,308 \text{ Trips} / 825 \text{ Trips} > 100\%$

% IMPACT @ LOS D $> 100\%$

New PM Trips Generated to El Toro Road – 75 Trips

\$ / Trip $> \$2,115,000 / 75 \text{ New Trips} = \$28,200$ per Trip

Effective Fee at LOS D $> \$28,200 \times 1.00 = \$28,200$ / Trip

Cost of Benefit = $\$28,200 \times 75 \text{ Trips} = \$2,115,000$

EL TORO ROAD TOTAL BENEFIT = \$2,115,000 (ADLC DEVELOPMENT)
(Paseo de Valencia to I-5 Freeway)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(El Toro Road to Health Center)
Avenida de la Carlota Development Intensity**

Paseo de Valencia Construction -	Street Improvements	\$1,490,000
	West/o El Toro	<u>\$ 545,000</u>
TOTAL		\$2,035,000

PM Peak Hour Count	2,933	$V/C(E) = 2,933/4,375 = 0.670 > \text{LOS B}$
New Distributed Trips	<u>126</u>	
Total Trips	3,059	$V/C(E) = 3,059/4,375 = 0.699 > \text{LOS B}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity)	$> 0.90 = V/4,375 > V = 3,938$
LOS D (Future Capacity)	$> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips: 2,933	LOS Existing	$2,933/3,938 = 0.745 > \text{LOS C}$
3,059	LOS Existing + New Trips	$3,059/3,938 = 0.777 > \text{LOS C}$
3,059	LOS with improvements	$3,059/4,725 = 0.647 > \text{LOS B}$

Traffic capacity is available. How much capacity is used for new PM trips?

Capacity available @ LOS D for ultimate improvements = $4,725 - 2,933 = 1,792$ Trips
Capacity required for LOS D for ultimate improvements = $3,059 - 2,933 = 126$ Trips

% IMPACT @ LOS D $> 126 / 1,792 = 0.070$ or 7.0%

New PM Trips Generated to Paseo de Valencia - 112 Trips

\$ / Trip $> \$2,035,000 / 112 = \$18,169.64$ per Trip

Effective Fee @ LOS D = $\$18,169.64 \times 0.07 = \$1,271.87$ / Trip

Cost of Benefit = $\$1,271.87 \times 112 \text{ Trips} = \$142,449.44 > \text{CALL } \$142,400$

PASEO DE VALENCIA PARTIAL BENEFIT = \$142,400 (ADLC DEVELOPMENT)

(El Toro Road to Health Center Drive)

**BENEFIT/COST CALCULATION
PASEO DE VALENCIA
(Health Center to Los Alisos Boulevard)
Avenida de la Carlota Development Intensity**

Paseo de Valencia Construction -	Street Improvements	\$1,160,000
TOTAL		\$1,160,000

PM Peak Hour Count	4,143	
New Distributed Trips	<u>82</u>	
Total Trips	4,225	

$V/C(E) = 4,143/4,375 = 0.947 > \text{LOS E}$

$V/C(E) = 4,225/4,375 = 0.966 > \text{LOS E}$

Consider Percentage Impact at LOS D for necessary improvements:

LOS D (Existing Capacity) $> 0.90 = V/4,375 > V = 3,938$
 LOS D (Future Capacity) $> 0.90 = V/5,250 > V = 4,725$ (Future MPAH Lanes)

Total Trips:	4,143	LOS Existing	
	4,225	LOS Existing + New Trips	$4,225/3,938 = 1.073 > \text{LOS F}$
	4,143	LOS Existg + Improvements	$4,143/4,725 = 0.877 > \text{LOS D}$
	4,225	LOS with improvements	$4,225/4,725 = 0.894 > \text{LOS D}$

Traffic capacity is available @ LOS D. How much capacity is used for new PM trips?

Capacity available @ LOS D for ultimate improvements; $4,725 - 4,143 = 582$ Trips
 Capacity required for LOS D for ultimate improvements; $4,225 - 4,143 = 82$ Trips

$\% \text{ Impact} = 82 \text{ Trips} / 582 \text{ Trips} = 0.141 > 14.1\%$

% IMPACT @ LOS D > 14.1 %

New PM Trips Generated to Paseo de Valencia – 112 Trips

$\$/ \text{ Trip} > \$1,160,000 / 112 \text{ New Trips} = \$10,357.14 \text{ per Trip}$

Effective Fee at LOS D $> \$10,357.14 \times 0.141 = \$1,460.36 / \text{ Trip}$

Cost of Benefit = $\$1,460.36 \times 112 \text{ Trips} = \$163,560.32 > \text{CALL } \$163,500$

PASEO DE VALENCIA PARTIAL BENEFIT = \$163,500
 (Health Center Drive to Los Alisos Boulevard)

PASEO DE VALENCIA TOTAL BENEFIT = \$305,900 (ALDC DEVELOPMENT)
 (El Toro Road to Los Alisos Boulevard)



June 5, 2019

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 2019/2020

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 short-cuts 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.

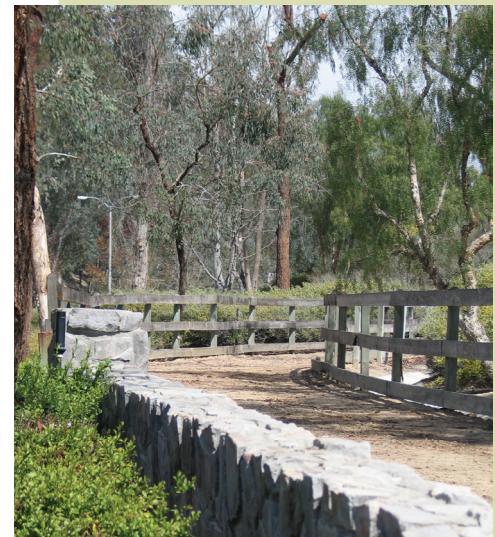
Table M-2
Bikeway Classification Description

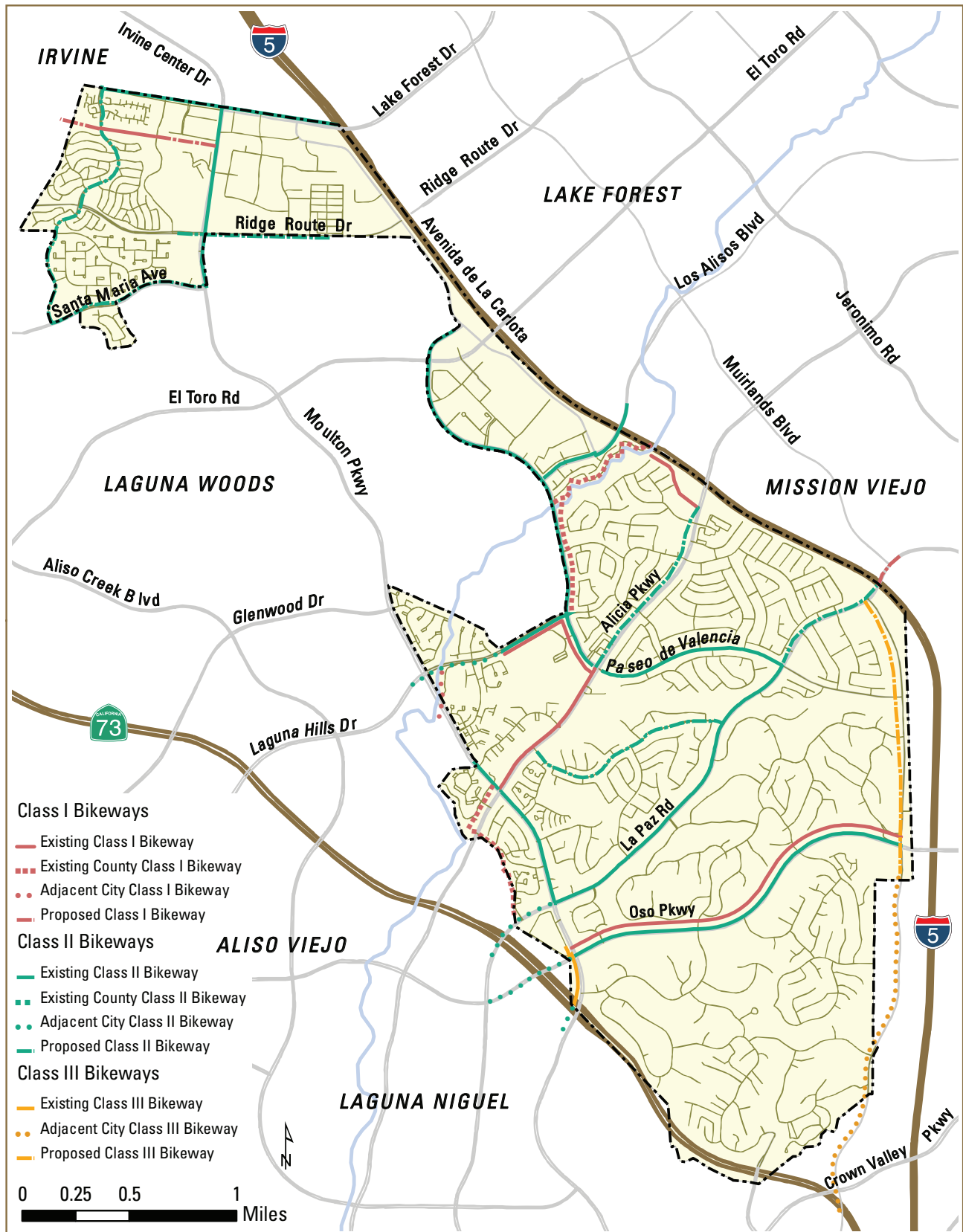
Type	Description	Location
Class 1 – Bike Path	Provides a completely separated right-of-way for the exclusive use of bicycles and pedestrians with cross flow minimized	Portions of Aliso Creek, the San Diego Freeway, Oso and Alicia parkways, Paseo de Valencia, and through Veeh Ranch Park.
Class 2 – Bike 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

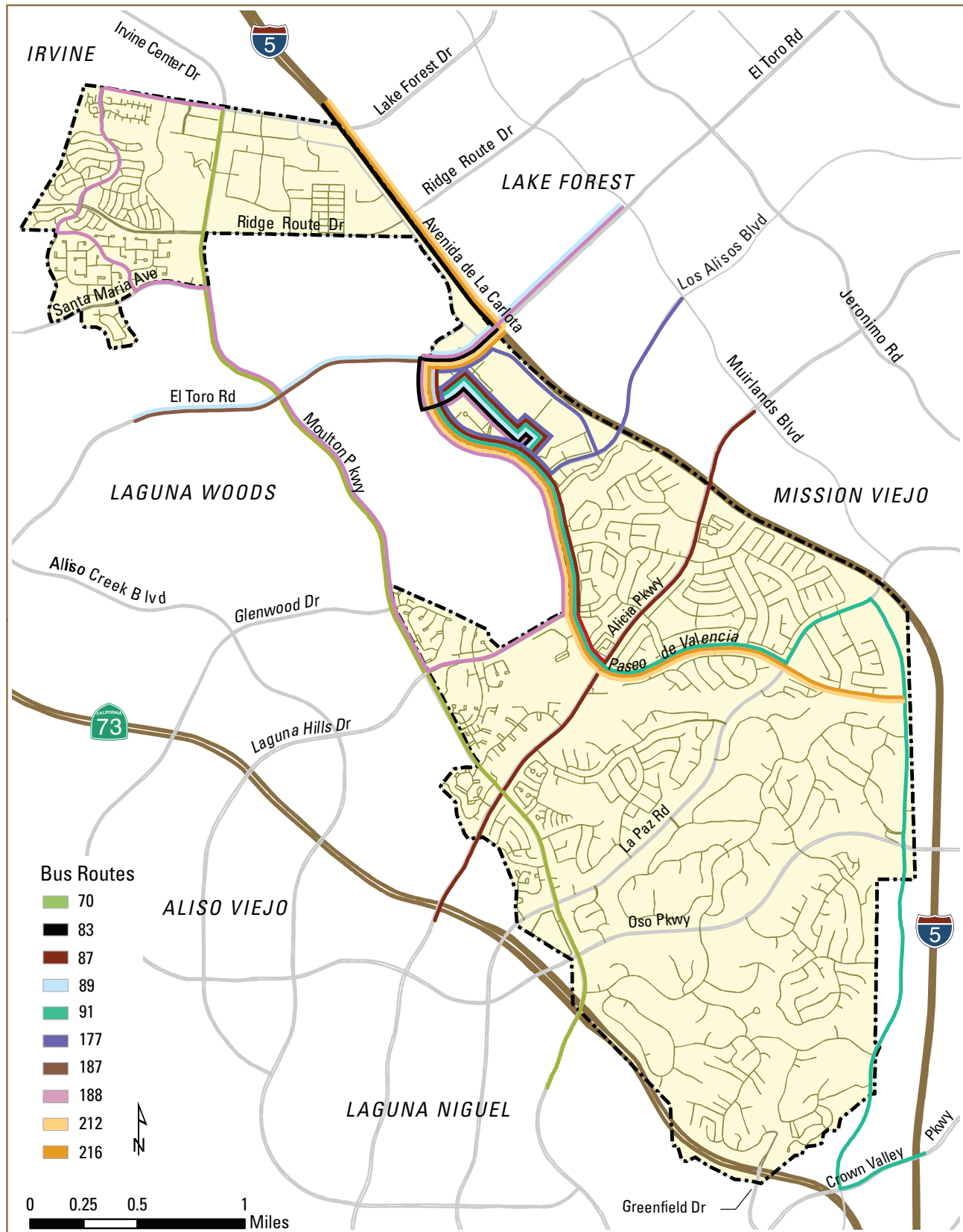
An effective and efficient transit network is an important component of the Mobility Element. Connecting neighborhoods, shopping, services, and recreation areas to transit will reduce reliance on vehicles and achieve environmental benefits. As opportunity areas redevelop and provide additional housing,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



City Boundary Major Streets
Local Streets Freeway/ Toll Road

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' 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			



APPENDIX D

Eligibility Checklist

Jurisdiction: City of Laguna Hills

Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted Measure M2 (M2) seven-year CIP to OCTA by June 30?	☒	☐
	a. Did you utilize the required OCTA CIP database?	☒	☐
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance and environmental clean-up commitments?	☒	☐
	c. Are there any non-transportation related projects included in your M2 CIP?	☐	☒
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	☒	☐
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/11/2019 *Must be prior to July 31		

Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	☒	☐
	a. Did you provide supporting budget documentation?	☒	☐
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	☒	☐

Pavement Management Program (PMP)		YES	N/A
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? If you are not required to submit a PMP update, check N/A. Refer to Exhibit 3 for PMP submittal schedule.	☐	☒
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	☐	☒
	b. If yes, is the PMP consistent with the OCTA Countywide Pavement Management Program?	☐	☒
4.	If you answered "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
5.	Did you submit a resolution demonstrating consistency with the MPAH?	☒	☐
	a. Have you enclosed a figure representing your most current circulation element?	☒	☐
6.	If the requirement is not due as part of the current cycle, has there been an update to the circulation element since the last report period? If yes, include a copy of the latest circulation element.	☐	☒

Local Signal Synchronization Plan (LSSP)		YES	N/A
7.	Did you submit an update to the LSSP as part of the current cycle?	☐	☒
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	☒	☐

Attachment: OCTA Measure M2 Eligibility Checklist (1857 : Measure M (M2) Compliance Reporting)



APPENDIX D

Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
8.	Has your jurisdiction complied with the three-year time limit 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
9.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	☒	☐

Mitigation Fee Program (MFP)		YES	NO
10.	Does your jurisdiction currently have a defined development impact MFP in place?	☒	☐
11.	Has an update to the MFP occurred since the last reporting period?	☐	☒
12.	If yes to 11, has your jurisdiction submitted a copy of the current MFP or City Council/ Board of Supervisors approved policy?	☐	☒
	a. Have you included a copy of your current impact fee schedule; or	☐	☒
	b. Have you provided OCTA with a copy of your mitigation fee nexus study; or	☐	☒
	c. Have you provided OCTA with a copy of your City Council/ Board of Supervisors resolution approving the MFP?	☐	☒

Planning Strategies		YES	NO
13.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	☒	☐
14.	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
15.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐
	a. If you answered yes, provide date of attendance: 9/25/2018 & 2/5/2019		

Congestion Management Program (CMP)		YES	NO
16.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	☒	☐

Kenneth H. Rosenfield

Name (Print)

Signature

6/5/19

Date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Agreement with the County of Orange for Community Development Block Grant (CDBG) Public Facilities and Improvements for the Florence Sylvester Memorial Senior Center for FY 2019-20

RECOMMENDATION: That the City Council: (1) Approve the Agreement between the County of Orange and the City of Laguna Hills for Public Facilities and Improvements for Fiscal Year 2019-2020; and (2) Authorize the City Manager to execute the Agreement.

SUMMARY:

On January 17, 2018, the City submitted an application for Community Development Block Grant ("CDBG") funding for Public Facilities and Improvements for Fiscal Years 2018-2019 and 2019-2020 on behalf of the Florence Sylvester Memorial Senior Center ("Senior Center") in the amount of \$70,000 per fiscal year. Subsequently, the County of Orange Department of Community Services notified the City that it had been awarded the requested amount of \$70,000 for FY 2019-20. Consequently, to utilize the grant funds and make improvements to the Senior Center, the City is required to approve the FY 2019-20 Agreement and authorize the City Manager to execute the Agreement.

BACKGROUND:

Urban County Program

The County of Orange is responsible for administering all CDBG programs for cities that participate in the Urban County Program, including the Public Facilities and

Agreement with the County of Orange for CDBG PF&I for FY 2019-20

June 11, 2019

Page 2

Improvements Program. The Urban County consists of the unincorporated areas of Orange County and thirteen non-entitlement cities, which are cities with a population under 50,000. Since the City is a participant of the Urban County Program, it is required to access CDBG funds through the Urban County Program.

Project Activities

Under the Public Facilities and Improvements Program, the City has been awarded \$70,000 for FY 2019-20 to make the following improvements to the Senior Center:

- 1) Install an Americans with Disabilities Act (ADA) accessible ramp on the north side of the Senior Center;
- 2) Install non-skid tile flooring in six (6) rooms; and
- 3) Refinish multiple doors that have been severely damaged by mobility aids.

Approval of the attached Agreement with the County of Orange commits the City to spend the awarded CDBG funds consistent with any applicable federal, State, and county laws and regulations. In addition, the awarded CDBG funds must be spent only on the project activities described above.

CEQA FINDINGS:

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

FISCAL IMPACT:

In accordance with the draft Agreement between the City of Laguna Hills and the County of Orange, the City agrees to leverage the County's funds with in-lieu staff time totaling \$6,869.00.

ATTACHMENTS:

- Agreement with the County of Orange for FY 2019-20 Public Facilities and Improvements



CONTRACT # 19-23-0008-PFI

FOR

**PUBLIC FACILITIES & IMPROVEMENTS
FLORENCE SYLVESTER MEMORIAL SENIOR CENTER REHABILITATION**

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA HILLS

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
<u>14.218</u>	<u>Pending</u>	<u>Community Development Block Grant (CDBG)/Housing Rehabilitation, Public Facilities & Improvements, and/or Public Services</u>	<u>U.S. Housing & Urban Development (HUD)</u>

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ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Performance Standards

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Disclosure of Lobbying Activities

Contract # 19-23-0008-PFI
with
City of Laguna Hills
Public Facilities & Improvements
Florence Sylvester Memorial Senior Center Rehabilitation

This Contract # 19-23-0008-PFI for Public Facilities & Improvements (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and City of Laguna Hills, DUNS 798794947, a municipal corporation in the State of California, with a place of business at 24035 El Toro Road, Laguna Hills, CA 92653-3103 (hereinafter referred to as “Subrecipient”), with County and Subrecipient sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E - Performance Standards
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Disclosure of Lobbying Activities

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Public Facilities & Improvements under a cost reimbursement Contract; and

WHEREAS, County solicited Contract for Public Facilities & Improvements as set forth herein, and Subrecipient represented that it is qualified to provide Public Facilities & Improvements to the County as further set forth here; and

WHEREAS, Subrecipient agrees to provide Public Facilities & Improvements as further set forth in the Scope of Service, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Subrecipient based on services/activities set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Public Facilities & Improvements with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2019-20;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in

accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

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

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

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

Insurance certificates should be forwarded to the agency/department address listed for the County’s Project Manager identified in Paragraph 31, “Notices” in this Contract.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County’s specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Subrecipient’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient’s status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient’s performance under the Contract, as well as any potential conflicts of interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient’s name, conflict of interest or

litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

The Contractor/Subrecipient has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnites harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient, or its subcontractor(s) pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by, Federal and/or State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Public Facilities & Improvements from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** This Contract shall commence on July 1, 2019 and continue through June 30, 2020, unless otherwise terminated by the County.
3. **Renewal:** This Contract may not be renewed.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$70,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C.”
5. **Amendments - Changes/Extra Work:**
The Subrecipient shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient’s concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient’s ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.
6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Paragraph K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and

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

7. Conditions Affecting Work:

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. Civil Rights: Subrecipient attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Conflict of Interest – Subrecipient’s Personnel: The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

10. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager and key personnel. The County’s Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional

information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

13. **Subrecipient's Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines.

14. **Subrecipient Personnel:** The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.
15. **County of Orange Child Support Enforcement:** Subrecipient certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of

any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this paragraph shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

19. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an

emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

22. **Non-Supplantation of Funds:**

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

24. **Access and Records:**

- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to,

questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. **Liability.** Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.
25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
26. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

28. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for

which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.
31. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
OC Housing and Community Development
Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 E. St. Andrew Place
Santa Ana, CA 92705-4930

For Subrecipient:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103
Attn: Project Manager

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

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Program Specific Terms and Conditions:

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

36. **Lobbying:**

- A. Subrecipient shall complete and immediately forward to the County the “Disclosure of Lobbying Activities,” a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this contract or funds to be received by subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

38. **Fiscal Accountability:**

- A. Financial Management System: Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records;
 - iii. Proper charging of costs and cost allocation.
- B. Subrecipient’s Record: Subrecipient’s records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required.
- C. Costs Charged: Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring included, but not limited to those listed in the Attachment E-Performance Standards attached hereto and incorporated herein by reference.

40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

If funding levels are significantly affected by federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

- A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Subrecipient attached hereto and incorporated herein by reference.
- B. **County will reclaim any unused balance of funds for reallocation to other County approved projects.**
- C. **Payment of Project Activities:**
 - 1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on August 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress Grantee Performance Report (“GPR Information Form”) for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.
 - 2. If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
 - 3. The following “Required Expenditure Threshold” criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds

received through this Contract, through term of Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

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

4. Subrecipient will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.
- E. Eligible costs related to services provided by Subrecipient must be incurred during the period beginning July 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2020.
 - a. Housing Rehabilitation Contracts and Public Facilities & Improvements Contracts.
 - i. Subrecipient may be eligible to request additional funding up to the maximum set forth as identified in County policy if Subrecipient meets or exceeds any one of the Minimum Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in Paragraph 41. C.3.
 - ii. If additional funding is available for allocation to Subrecipient, and the basic goals and objectives of the program are not altered, Subrecipient and County shall amend the Subrecipient Scope of Services component of this Contract. Furthermore, Subrecipient shall demonstrate to the satisfaction of County that the required Performance Expenditure and Accomplishment Thresholds set forth in Paragraph 46.C will continue to be met before such extension and additional allocation shall be granted.
 - iii. Contract Extension (No Cost Extension)
 1. The term of this Contract and the provisions herein may be extended to cover an additional time period as specified herein.
 2. The date for Project completion and expenditure of all funds may be extended by the Director without further action by the Board as identified in County policy. Subrecipient must notify the Director in writing 45 days prior to June 30, 2020, if they are requesting an extension. For all

extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

3. Contract extension provisions are not applicable to program administration activities.

b. Public Services Contracts cannot be extended.

F. County and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2018 as amended, in which both Parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities.

G. Metropolitan Cities with populations of over 50,000, are eligible to participate in the Community Planning and Development (CPD) program funds directly from the U.S. Department of Housing and Urban Development (HUD) and have opted to participate in the CPD programs through the County's Urban County Program as a metropolitan city.

42. **Modification of Budget:** Upon written approval of County, Subrecipient shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Annual Audit:** If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in 2 CFR Part 200.500- Subpart F- Audit Requirements, Subrecipient shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the authority to require Subrecipient to submit similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

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

44. **D-U-N-S Number and Related Information:** D-U-N-S Number: A unique, non-indicative 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence

of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The D-U-N-S Number must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” prior to execution of this Contract. If County cannot access the Subrecipient’s DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Subrecipient must immediately update the information as required.

If County cannot access the Subrecipient’s D-U-N-S information related to this federal sub award on the Federal Funding Accounting and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

45. **Program Income:**

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.
- E. Subrecipient shall provide information of the receipt of Program Income by Subrecipient related to Program on all GPR Information Forms submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

46. **Performance:**

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also

agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.

- B. Subrecipient shall comply with all applicable HUD regulations, as described in Paragraph 49 “Federal Administrative and Related Requirements” of this Contract, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of County or HUD and shall be submitted by Subrecipient in report form to County by dates specified by County.
- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the Subrecipient, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the County.

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

Failure to achieve at least the aforementioned 50% drawdown, without extenuating circumstances, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient.

- D. Subrecipient shall complete and submit a Year End GPR Information Form by July 15, after the close of the Contract fiscal year.
- E. Should the activity being funded through this Contract be completed, cancelled or terminated prior to the termination date set forth herein in Paragraph 2 “Term of Contract,” or if funds allocated through this Contract are fully expended, prior to end of Contract term, Subrecipient must continue to serve its clients for the entire term of this Contract. Subrecipient shall complete and submit a Mid-Year and Year End GPR Information Form at the time of the completion, cancellation or termination.

- F. Subrecipient shall complete and submit a GPR Information Form in support of all requests for reimbursement. Said GPR Information Form shall consist of a cumulative report of project related accomplishments as set forth in Attachment A - Scope of Services, for the subject quarter. If at any time during the term of this Contract Subrecipient has no activity occur during any quarter, Subrecipient shall prepare and submit to County a Quarterly GPR Information Form, regardless of actual activity.
- G. Subrecipient acknowledges that the GPR Information Form is a monitoring tool that will be reviewed and evaluated to determine Subrecipient's level of performance relative to this Contract.
- H. Subrecipient shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by County.
- I. Readiness – for Housing Rehabilitation and Public Facilities & Improvements Projects: Subrecipient shall be required to demonstrate to County its readiness to immediately initiate its Project upon execution of this Contract by providing to the County documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as “A&E”) contracts with specific project timelines consistent with funding. By July 30 of Contract term, Subrecipient shall provide County a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, Subrecipient shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that Subrecipient will meet the “Minimum Required Expenditure Thresholds” as set forth in this Paragraph 46.C. Subrecipient acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the Subrecipient.

47. Performance Monitoring:

- A. Performance Monitoring of Subrecipient by County, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County, State of California or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Subrecipient within the time period specified by County,

payment(s) will be denied in accordance with the provisions contained in this Paragraph 47 of this Contract.

- D. HUD in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of County to determine whether County has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated “1.5 ratio” threshold. Subrecipient is responsible to ensure timely drawdown of funds.

48. Substantial Amendments:

- A. If any amendment results in a change in the funding amount, that does not trigger a Substantial Amendment, as defined, Subrecipient Scope of Services, threshold and milestone dates or schedule of activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment executed by Director, or designee and Subrecipient.
- B. In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the County will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participation process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

49. Federal Administrative and Related Requirements:

Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles:

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et al; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. Retention:

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under

the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

4. **Disclosure**

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

5. **Close-Outs**

Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 49, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**

Compliance

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**

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

3. **Affirmative Action:**

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

4. **Americans with Disabilities Act:**

Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Drug-Free Workplace:**

The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any Cooperative Agreement, and the

- extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or Cooperative Agreement; and
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

- a. **Prohibited Activity:**
Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b. **OSHA:**
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- c. **Employee Rights**
 - i. **Federal Minimum Wage**
Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.
- d. **California Minimum Wage**
 - i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.
- e. **Hatch Act:**

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

f. **Religious Organization/Activities:**

In accordance with 24 CFR 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. **Labor Standards**

- a. Subrecipient agrees to contact County no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.
- b. Subrecipient will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- c. Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. Subrecipient shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- d. Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all Subrecipients engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve
- e. Subrecipient of its obligation, if any, to require payment of the higher rate under state or local laws Subrecipient shall insert provisions meeting the requirements of this Paragraph in all such Contracts.

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

9. **California Labor Code Compliance**

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.
- b. Payroll Records
 Subrecipient agrees that:
 Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.
 Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.
 Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

10. **Economic Opportunities**

Compliance

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

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

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

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

“The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extend feasible (1) preference and opportunities for training

and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

11. **Environmental Conditions:**

Subrecipient shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by County and/or HUD of environmental compliance.

Subrecipient shall incur no costs for any project-related activity defined in Subrecipient Scope of Services and County shall not disburse funds prior to certification by County and/or HUD for environmental compliance.

Subrecipient shall provide requested material to County for the Environmental Review process required by applicable regulations.

a. **Air and Water:**

Subrecipient agrees to comply with the following regulations in so far as they apply to the performance of this Contract:

Clean Air Act, 42 U.S.C., 1857, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

b. **Flood Disaster Protection:**

Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

c. **Lead-Based Paint:**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.

d. **Historic Preservation:**

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

e. **Energy Efficiency Standards:**

Subrecipient agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

f. **Modifications/Transfers of Real Property:**

Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

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

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

i.ii. Disposed of in a manner which results in County being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with this Paragraph 49.

g. **Property Records:**

Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to federal and State regulations.

h. **Equipment:**

Subrecipient shall use, manage and dispose of equipment in accordance with federal and State regulations.

i. **Subcontracts:**

i. Subrecipient shall submit all subcontract agreements to County for review and consent prior to entering into such subcontracts. For construction subcontracts, Subrecipient shall submit the Construction Bid Package to County for review and written approval by Director or designee prior to advertising for bids and award for the construction contract. Subrecipient shall construct Project in accordance with the Construction Bid Package, which Director approved, unless prior written approval is received from Director for modification thereof.

- ii. Subrecipient shall assume responsibility for all subcontracted services to assure Contract compliance.
- iii. Subrecipient shall cause all of the provisions of this Contract in entirety to be included in and made a part of any subcontract executed in the performance of this Contract.
- iv. Subrecipient shall monitor all subcontracted services on a quarterly basis to assure Contract compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of Contract non-compliance. Documentation shall be made available for periodic monitoring by representatives of County and/or HUD.
- j. **Fair Housing:**
Subrecipient shall affirmatively further fair housing in accordance with 24 CFR 570. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Subrecipient has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act, along with all applicable State & Federal requirements.
- k. **Grantor Recognition:**
Subrecipient shall insure recognition of the role of the County in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Contract. Subrecipient will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of County or HUD.
- l. **Rehabilitation Act:**
Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

50. Definitions:

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

- A. HUD: United States Department of Housing and Urban Development.
- B. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
- C. Director: Director of OC Community Resources, or designee.

- D. Program Income: The gross income received by Subrecipient directly generated from the use of the subject program funds.
- E. Grantee Performance Report (GPR) Information Form: A Program activity data document provided by County to Subrecipient used to monitor and track the performance of Subrecipient.
- F. OC Community Resources Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- G. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- H. OMB: Federal Office of Management and Budget.
- I. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- J. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- K. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- L. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- M. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- N. Substantial Amendment: The following criteria will be used by the County – if any one criteria applies, a substantial amendment will be required:
 - i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or

- iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount that is consistent with County policy; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount that is consistent with County policy.
 - O. Construction Bid Package: A package of bidding documents which includes the proposal, bidding instructions, Contract documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
 - P. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

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

***City of Laguna Hills**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

County of Orange

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM

By: _____

Dated: _____

Deputy County Counsel



SCOPE OF SERVICES PUBLIC FACILITIES & IMPROVEMENTS

1. Scope of Services

A. HUD Matrix Code / Activity:

03A Senior Centers / Subrecipient is required to provide services pursuant to requirements and definitions as set forth in 24 CFR § 570.201 (c)

B. Project Title:

Florence Sylvester Memorial Senior Center Rehabilitation

C. Program Description:

The Subrecipient shall use the funds provided under this Contract to provide the Florence Sylvester Memorial Senior Center ("Center") with a variety of services to the elderly/frail elderly population of the community. Because of the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, Center staff is requesting funds to replace 7,130 square feet of 20 year old flooring and improve the flooring with slip-resistant tile flooring. The funding will also be used to install one ADA ramp and replace interior doors as needed due to damage.

D. Project Need:

The Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 400 elderly persons are served on a daily basis and these improvements are needed for their safety.

E. Low/Mod Neighborhood Preservation:

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

F. Program Objectives and Outcomes Chart:

<u>Activity</u>	<u>Outputs</u>
1. Construction/Installation	1 Facility
<u>Performance Objectives</u>	<u>Performance Outcomes</u>
1. Suitable Living Environment	Availability/Accessibility

CDBG National Objective: LMC 570.201 (c)(1)

Outcomes

4,575 People

1 Public Facility



PAYMENT/COMPENSATION PUBLIC FACILITIES & IMPROVEMENTS

1. COMPENSATION:

This is a Contract between the County and the Subrecipient for **\$70,000**, contingent upon release and approval of funds by HUD, and as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

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

3. PAYMENT TERMS:

An invoice for services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange, verified and approved by OC Community Resources and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Subrecipient. The Subrecipient agrees and accepts that any specified compensation amount specified in this Contract is contingent upon HUD's approval and release of the funds related to this Contract. The County shall have no obligation to pay any sum in excess of the total Contract amount specified or the total amount of funds release and approved by HUD for the Subrecipient under this Contract, whichever is less, unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

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

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

Invoice(s) are to be sent to:

OC Community Resources Accounting

1770 North Broadway, 4th Floor

Santa Ana, CA 92706

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1-OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

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

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

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

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



BUDGET SCHEDULE PUBLIC FACILITIES & IMPROVEMENTS

1. Subrecipient's Budget Schedule

A. Administration and Project Budget

Project Budget Chart City of Laguna Hills – Florence Sylvester Memorial Senior Center Rehabilitation			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	0	\$6,869	\$6,869
Acquisition	N/A	N/A	N/A
Construction	\$70,000	0	\$70,000
Total Project Cost	\$70,000	\$6,869	\$76,869

B. Detailed Project Budget Description

There are two project activities associated with this project. Design/Project Development encompasses the project implementation and administration necessary in order to successfully complete this project. This activity is actively carried out in the General Government Department and includes contract administration, project development, and all other necessary oversight. The Construction project activity includes replacing 7,130 square feet of flooring, installing an Americans with Disabilities Act compliant ramps and replacing interior doors that have sustained extensive damage.



**STAFFING PLAN
PUBLIC FACILITIES & IMPROVEMENTS**

1. Staffing Plan

Project Title: Florence Sylvester Memorial Senior Center Rehabilitation

	Name/Staff	Classification/Title
1	TBA	Deputy City Manager/City Clerk
2	TBA	City Manager
3	TBA	Senior Management Analyst
4		
5		
6		
7		
8		
9		
10		

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

The Subrecipient may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval. Subrecipient shall provide the name of the staff to the County within a time mutually agreed upon by the Parties but no event later than 30 days after the execution of the Contract.



**PERFORMANCE STANDARDS
PUBLIC FACILITIES & IMPROVEMENTS**

1. **Performance Standards**

July 1, 2019 – Contract Start Date

2. Tools to Measure Project's Effect –

Florence Sylvester Memorial Senior Center Rehabilitation – Flooring, ADA Ramp and Interior doors

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
February 15 th	50% of Contracted Amount Expended	\$35,000
February 15 th	50% of Proposed Accomplishments Achieved	Design and/or installation
March 15 th	70% of Contracted Amount Expended	\$49,000
March 15 th	70% of Proposed Accomplishments Achieved	Construction and/or installation
April 15 th	80% of Contracted Amount Expended	\$56,000
April 15 th	80% of Proposed Accomplishments Achieved	Construction and/or installation

3. There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Memorial Senior Center. With these improvements, the Florence Sylvester Memorial Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be for health and safety improvements. The Subrecipient will meet with milestone dates as identified in the chart above.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 7, 2019

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 OC Community Resources Accounting
 1770 N. Broadway, 4th Floor
 Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at:
 OCCRAccountsPayable@occr.ocgov.com

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

City of Laguna Hills Contract # 19-23-0008-PFI

Applicant Name

CDBG – Public Facilities & Improvements

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here **O** if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

EXHIBIT 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ _____ Print Name: Title: Telephone No: Date:		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Proposed Amendment No. 1 to the Consulting Services Agreement with Eco/Nomics, Inc., for Continued Solid Waste and Recycling Consulting Services

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Amendment No. 1 to the current Consulting Services Agreement with Eco/Nomics, Inc., to extend the term of the Agreement for an additional two years (Renewal Term) and to increase the Maximum Contract Amount by \$80,000 from \$250,000 to \$330,000.

SUMMARY:

Eco/Nomics Inc. ("EcoNomics") provides the City with solid waste and recycling consulting services. The current consulting services agreement with EcoNomics is a five (5) year agreement that consists of an initial three (3) year term ("Initial Term") and the option to exercise an additional two-year extension ("Renewal Option"). The three (3) year initial term is set to expire on June 30, 2019, and both EcoNomics and City staff desire to exercise the additional two-year renewal option. Continued solid waste and recycling consulting services is necessary to assist City staff with meeting requirements of State legislation (i.e., AB 341, AB 1826, and SB 1383), in addition to accomplishing the solid waste and recycling unique work programs anticipated in the 2019 – 2021 Biennial Budget. To accommodate the proposed contract extension, Staff also recommends that the Maximum Contract Amount be increased. Both the contract extension and the increase in the maximum not-to-exceed contract amount can be accomplished by the City Council's approval of the attached amendment to Economics' current contract.

BACKGROUND:

The City Council approved a Consulting Services Agreement with EcoNomics, Inc. on June 14, 2016, for solid waste and recycling consulting services ("Agreement"). The Agreement consists of an initial three (3) year term which ends on June 30, 2019, (the "Initial Term") and an optional two (2) year extension referred to as the "Renewal Term" in Section 3.4 of the Agreement. In accordance with Section 3.4 of the Agreement, the City has the option to extend the Agreement after the Initial Term for an addition two (2) years. The City received a letter from EcoNomics stating its interest to extend the term of the Agreement for an additional two years (see attachment). City staff recommends that the City Council exercise the renewal option by approving proposed Amendment No.1 to the Consulting Services Agreement with EcoNomics ("Amendment No. 1"), under the same terms and conditions of the Agreement, except as noted below.

EcoNomics provides the City with valuable consulting services that assists City staff with solid waste administration, recycling program implementation, and CalRecycle compliance reporting. The City required a significant amount of assistance from EcoNomics during the last three (3) years of the Agreement to address AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics Recycling) program implementation, which involved more consulting services than was originally contemplated by City staff when the Agreement was approved. Consequently, there is not enough approved funding in the Agreement to carry the City with the required recycling consulting services through the next two fiscal years. There are several unique work programs identified in the proposed City of Laguna Hills Biennial Budget 2019 - 2021 such as contract renegotiations with CR&R, implementation of organic programs to address SB 1383 regulations, and updates to the City's Solid Waste chapter of its municipal code. EcoNomics will be assisting City staff with these work efforts, in addition to its traditional consulting services and, therefore, staff also recommends that the Agreement's Maximum Contract Amount be increased as described below.

The following are the recommended and proposed changes to the current Agreement:

1. The Agreement will be extended for an additional two years (Renewal Term) and will thereafter expire on June 30, 2021.
2. The Maximum Contract Amount (Section 2.1 of Agreement) will increase by \$80,000 from \$250,000 to \$330,000 to account for an increase in anticipated

EcoNomics Amendment

June 11, 2019

Page 3

work efforts and to sustain work efforts through the Renewal Term of the contract (see table below).

Initial Term (3 Year) EcoNomics paid expenses	\$188,249
Current Maximum Contract Amount	\$250,000
Available Balance	\$61,751
Revised Maximum Contract Amount (per Amendment No. 1)	\$330,000
Increase in Maximum Contract Amount	\$80,000
Total Funding available for Renewal Term (2 years)	\$141,751

- As noted in EcoNomics attached letter, EcoNomics is proposing an updated listing of consultants as well corresponding hourly rates for Exhibit "A" of the Agreement to account for new consultants assigned and/or available to assist the City. Updated resumes of consultants are also included in their letter. The hourly rates for EcoNomics' personnel that were originally assigned to the Agreement will not change.

FISCAL IMPACT:

Staff recommends that the Maximum Contract Amount be increased by \$80,000, from \$250,000 to \$330,000. Monies paid to EcoNomics come from the City's recycling special revenue funds; therefore, there is no anticipated general fund impact for Economics' consulting services.

ATTACHMENTS:

- EcoNomics letter dated May 30, 2019
- Proposed Amendment 1 to EcoNomics Consulting Services Agreement



May 30, 2019

David Reynolds
Deputy City Manager
City of Laguna Hills
25555 Alicia Parkway
Laguna Hills, California 92653

RE: Request to Exercise Section 3.4 for an Additional Two (2) Year Term of EcoNomics Solid Waste and Recycling Consulting Services Contract

Dear Mr. Reynolds

As per your direction, EcoNomics Inc. is pleased to submit our request to exercise our two (2) year term extension in accordance with Section 3.4 of our Contract with the City for solid waste and recycling consulting services. We have also included an attachment to this letter with an updated listing of employees and their respective billing rates. Please note, we have kept the hourly rates the same for all EcoNomics staff that were originally included in the 2016 proposal, but have modified some staff assignment allocations based on the past two years of project experience. We have also included two staff members that may be assigned project work with prior consent from the City (Lisa Robles and Tina Nguyen). Lastly, we have included updated staff resumes for all proposed EcoNomics' team members that will be available to work with the City.

Please feel free to contact me directly at (805) 331-9591 or email william@economicsinc.net if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to read "W. O'Toole", is written over a light blue rectangular background.

William O'Toole
President
EcoNomics, Inc.
832 Camino del Mar, Suite 2
Del Mar, California 92104

Attachment

Attachment: EcoNomics letter dated May 30, 2019 (1881 : EcoNomics Amendment)

ATTACHMENT A

Two (2) Year Extension

Table 1 Fee Schedule

Name	Position	Hourly Rate	Allocation	Areas of Expertise
William O'Toole	President	\$180	10%	Project management, client interface, strategy, negotiations with haulers; contract management, oversight of field data quality, council presentations, CalRecycle compliance, relevant industry analysis and projections
Cerene St. John, JD	Technical Consulting	\$180	5%	Solid waste legislation tracking and interpretation, assistance with hauler negotiations.
Trevor S. Blythe, MBA	Vice President	\$120	15%	Financial and program analysis, diversion program development and implementation, performance monitoring, operations analysis
Ian Bevan, MBA	Manager, Program Implementation	\$90	5%	Public outreach, Annual Report, educational programs, waste audits, cost-saving diversion program proposal development
Geiza Goulart da Silva, MS	Coordinator, Program Implementation	\$80	55%	AB 1826 generator identification, commercial list analysis, analysis, program implementation

Table 1.2 Rates and Responsibilities for Staff Hired after EcoNomics 2016 Proposal Submittal

Name	Position	Hourly Rate	Allocation	Areas of Expertise
William O'Toole	President	\$180	15%	Project management, client interface, strategy, negotiations with haulers; contract management, oversight of field data quality, council presentations, CalRecycle compliance, relevant industry analysis and projections
Cerene St. John, JD	Technical Consulting	\$180	5%	Solid waste legislation tracking and interpretation, assistance with hauler negotiations.
Trevor S. Blythe, MBA	Vice President	\$120	15%	Financial and program analysis, diversion program development and implementation, performance monitoring, operations analysis
Ian Bevan, MBA	Manager, Program Implementation	\$90	5%	Public outreach, educational programs, waste audits, cost-saving diversion program proposal development
Geiza Goulart da Silva, MS	Coordinator, Program Implementation	\$80	20%	AB 1826 generator identification, commercial list analysis, analysis, program implementation

Attachment: EcoNomics letter dated May 30, 2019 (1881 : EcoNomics Amendment)

Silva, MS	Implementation			implementation
Yvonne Lau	Coordinator, Program Implementation	\$80	30%	AB 1826 generator identification, commercial list analysis, analysis, program implementation
Winley Durham	Database Development Assistant	\$80	TBD	Develop GIS maps
Winley Durham	Assistant, Program Implementation	\$45	TBD	Site audits, AB 1826 and AB341 generator identification, implementation
Sergio Escobar	Assistant, Program Implementation	\$45	10%	Site audits, AB 1826 and AB341 generator identification, implementation

Table 1.3 Additional EcoNomics, Inc. Staff Available on an As-needed Basis with Prior City Consent

Name	Position	Hourly Rate	Allocation
Lisa Robles	Manager, Program Implementation	\$90	10%
Tina Nguyen	Coordinator, Program Implementation	\$80	25%

Updated Resumes of Staff

William O'Toole

Title: President & Founder

Time with EcoNomics, Inc.: 40+ years

Education: Bachelor of Science in Biology (Systems Ecology), University California, San Diego, 1976

Mr. O'Toole will provide senior review and strategic direction on the project's implementation goals and results. Mr. O'Toole is a "hands-on visionary" working with cities and counties to anticipate legislative trends, shifts in secondary materials markets, and other factors that affect local collection contracts. He devises practical, cost effective methods for implementing diversion programs that benefit the customers and enable our clients to meet the requirements of both AB 939 and the evolving requirements of AB 341 and AB 1826 for now and over the course of their new collection contracts.

He founded EcoNomics, Inc. in 1977 and has 40 years of experience in the recycling and solid waste industry. As one of the early pioneers in the recycling industry he worked to implement some of the first curbside recycling programs in California and then developed secondary materials markets to accept the materials collected. He then turned his attention to implementing commercial recycling programs, which, in most cities yield far more tons of diversion due to the size and composition of these waste streams. He is now heavily involved in continuing the transition from the traditional view of solid waste and recycling towards the more encompassing vision of a sustainable materials management industry.

During the process of developing recycling programs, it became clear that existing collection contracts were insufficient with respect to programs, reporting, and enforcement tools to handle the additional requirements of diversion mandates. In addition, the segmentation of wastes into subcomponents (i.e. E-waste, HHW, "big box" recyclable streams, etc.) also required a new development of contract language and management tools to meet the demands of a different approach to the handling of what used to be considered as Municipal Solid Waste (MSW). It was at this point that Mr. O'Toole became involved in overseeing the procurement of hauler services. The aim of his client cities was the development of contracts that are specifically tailored to maximize diversion, identify costs, and develop rate structures that are transparent.

Mr. O'Toole is one of the founders of the California Resource Recovery Association (CRRRA) as well as Californians Against Waste (CAW). He has worked on statewide legislation and has been a member of several committees and task forces for the California Integrated Waste Management Board (now known as CalRecycle) on AB 939 Diversion Calculations and Reporting Requirements for Material Recovery Facilities (MRF) and Transfer Stations.

Mr. O'Toole brings significant local knowledge about the Orange County solid waste and recycling system including familiarity with the recycling, materials recovery, construction and demolition waste processing facilities, the landfill system and all of the solid waste and recycling companies that are active in the Orange County area. Mr. O'Toole has worked with the City of Anaheim to assist with its AB 1826 commercial organics recycling program and compliance efforts.

Trevor Blythe MBA

Title: Vice President, Principal

Time with EcoNomics, Inc.: 13 years

Education: BS in Environmental Science, University California, Santa Barbara, 2006

MBA in Sustainable Management from Presidio Graduate School, 2014

Trevor Blythe has over 13 years of experience as a consultant in the sustainable materials management industry. Mr. Blythe works daily with local governments, private industry, and waste haulers to overcome operational and financial barriers to implementing sustainable materials management programs at the municipal scale. He is an expert on solid waste regulations, operations, and collection system optimization. Mr. Blythe holds a Master's Degree in Business Administration/Sustainable Management from Presidio Graduate School in San Francisco (Received May 2014). During his coursework at Presidio, Trevor explored market-based solutions for returning key nutrients from organic waste back to the soil. He holds a Bachelor of Science in Environmental Sciences (awarded in 2006) from the University of California, Santa Barbara with an emphasis on Geographic Information Systems.

Mr. Blythe is based in the EcoNomics' San Juan Capistrano office and is currently assisting the Cities of Anaheim, Newport Beach, Santa Ana, San Juan Capistrano, Laguna Niguel, Mission Viejo, Lake Forest, Laguna Hills, Tustin, and Stanton with CalRecycle compliance and reporting, waste diversion program implementation and planning, program cost and rate impact analyses, and other tasks. Mr. Blythe also assists EcoNomics' client cities with contract management oversight, including overseeing waste characterizations of the commercial and residential waste streams, monitoring diversion reports to assess hauler compliance with state laws, and leading meetings with cities and haulers to monitor contractual compliance and resolve outstanding contractual obligations.

Mr. Blythe has developed a comprehensive food scrap cost model that has been used in the City of Anaheim, Mission Viejo, Tustin, Santa Ana, Laguna Niguel, and Napa. The model is used to project the cost of AB 1826 compliance and to examine the impact of these costs on different components of the City's rate base. The model allows for real-time entry of generator participation assumptions, rate incentives, and service scenarios to predict the total cost of the program and the potential rate impact on residential and commercial accounts. The model is being used to illustrate the impacts of different funding scenarios for presentation to elected officials and senior City management. The model was developed with the franchise haulers to construct a rate that adequately compensates the hauler while still providing a rate incentive for the generator.

Mr. Blythe has worked over the last several years in bringing recycling services to multifamily apartments and HOAs throughout three Orange County cities. This achievement has brought recycling services to over 7,500 units throughout the service areas. More recently, Mr. Blythe has focused on delivering cost-effective organic waste diversion solutions to large restaurants, venues, and hospitals in EcoNomics' client cities. To date, Mr. Blythe has actively directed the implementation of food scraps diversion programs at over 300 locations.

Cerene St. John, J.D.

Position: Director/Outside Legal Counsel (as subcontractor)

Time with EcoNomics, Inc.: 18 years as employee: additional 11 years as subcontractor

Education: B.A. in Political Science from California State University, San Bernardino (1977)
J.D. degree from The University of Santa Clara School of Law (1980).

Ms. St. John began her solid waste career as a Deputy City Attorney for the City and County of San Francisco. Assigned to the Special Projects Division, she led a team in the Chief Administrator's Office to find a new landfill for the City when existing contracts were due to expire. She conducted a five-county negotiating effort that resulted in a contract and associated permits for the City's use of the Altamont Landfill located in Alameda County beginning in 1983.

Ms. St. John then served for six years as the Solid Waste Program Manager for the City of Sunnyvale. While there she conducted a Request for Proposals (RFP) process for solid waste and collection services resulting in a new contract with a detailed scope of work and performance standards. She conducted an RFP process for long-term landfill capacity for the City of Sunnyvale and 4 other cities resulting in a 30-year contract with the Kirby Canyon Landfill owned and operated by Waste Management. She also initiated work on the design and construction of the City-owned SMaRT Station, a transfer station/MRF that began operation in 1993.

Ms. St. John joined EcoNomics in 1990 and served as Vice President through June 2008, when she became a Director of EcoNomics and began providing a broader range of sustainability consulting services through her own company, It's A Natural Product, Inc. She also serves as outside legal counsel to several cities through the Law Office of Cerene St. John. In addition to solid waste and recycling consulting, Ms. St. John assists clients with food localization and food security projects. She is currently conducting a demonstration project to determine methodologies, actual costs and timeframes for sequestration of carbon in agricultural soils using compost, microbes and no-till growing methods. With regard to solid waste and recycling consulting service, she specializes in conducting procurements for solid waste and recycling collection services and the use of, or construction and operation of MRF's, transfer stations, and landfills. She also assists cities and counties with negotiations for these services and with contract amendments, ordinance revisions, and review of proposed legislation.

As a former City Attorney and an active member of the State Bar of California, Ms. St. John prepares draft contract amendments, draft contracts, and RFP language for review by City Attorneys and/or outside legal counsel. Ms. St. John is able to write precise and thorough scopes of work for diversion programs and to craft contracts that protect the interest of the jurisdiction and its ratepayers. She is able to serve as a "bridge" between the technical requirements in these contracts and the legal language needed to enforce them. This generally saves our client's time and expense, as the City Attorney can senior review her work rather than spending time crafting the legal language, and the technical scope of work for the contract.

Ms. St. John's unique understanding of the legal underpinnings of the RFP process, the political and financial realities of cities and her experience in negotiations with the solid waste industry allow her to create procurement processes and negotiations for contract amendments that are fair, public, and that anticipate potential pitfalls so problems can be avoided.

Lisa Robles MS**Title:** Manager, Project Implementation**Time with EcoNomics, Inc.:** 1 year**Education:** BS in Communications, California State Polytechnic University, Pomona, 2011

Masters in Environmental Studies (MS), California State University Fullerton, 2018

Ms. Robles joined the EcoNomics team in April 2018 and has been managing the AB 341/AB 1826 compliance implementation efforts in the City of Santa Ana as well as the CalGreen C&D program revision and development in the City of Lake Forest. Ms. Robles has also assisted the City of Anaheim with implementing the OC Waste and Recycling grant, and has experience drafting grant reports, developing CRM systems, and managing a competitive procurement process for PR firms. Ms. Robles has six years of experience developing and managing solid waste and recycling programs in both the both private and public sector. Ms. Robles worked as Republic Services recycling coordinator based out of the Anaheim facility for over four years and gained valuable experience in the operational and outreach components of the materials management industry. At Republic, Ms. Robles assisted client cities with designing and implementing waste diversion programs, ranging from food scrap recycling programs to HHW collection events. She was also the main liaison point with client cities to assist with diversion tonnage and compliance reporting. At Republic, Ms. Robles developed key partnerships through involvement in community groups such as MUZEO and Anaheim Beautiful. As an intern in the Public Works Department at the City of Laguna Beach, Ms. Robles managed the City's CalGreen Construction and Demolition recycling program and worked to continuously improve compliance and diversion rates. At Laguna Beach, Ms. Robles assisted the City with its hauler contract management and oversight as well as overseeing CalRecycle compliance reporting. During her Master's program coursework, Ms. Robles gained experience in Geographic Information Systems (GIS) as well as an in depth understanding of how sustainable waste management at a municipal scale can result in desirable environmental outcomes. Ms. Robles is proficient in the Microsoft Office suite, the Adobe design platform, ARCGIS, and is a native speaker of Spanish.

Geiza Goulart da Silva MS

Title: Program Implementation Manager

Time with EcoNomics, Inc.: 4 years

Education: BS in Economics, University of Joinville Region, Joinville, Brazil, 2005

Masters in Economics (MS) in Corporate and Social Responsibility, University of Trento, Trento, Italy, 2012

Irvine Valley College's Sustainability and Resource Management Certification Program, 2014.

Mrs. Goulart da Silva joined the EcoNomics team in June 2015. Mrs. Goulart da Silva completed her Master's of Science in Economics from the University of Trento in Italy in October 2012 where she studied corporate social responsibility at large financial institutions. Mrs. Goulart assists Mission Viejo and Huntington Beach with certifying sustainable businesses for the cities' green business certification programs. Mrs. Goulart, who is proficient in Spanish, specializes in working to certify businesses within Spanish-speaking communities who have not been previously exposed to the concept of sustainability. Mrs. Goulart da Silva also works with the cities of Anaheim, Mission Viejo, Tustin, Laguna Hills, San Juan Capistrano, and Newport Beach, to implement organics diversion programs at restaurants to assist the cities in complying with AB 1826. She has worked with over 100 restaurants to design and implement cost-saving organics diversion programs. Recently, she has assisted the cities of Anaheim and Mission Viejo with analysis to determine the projected cost impact of a full-scale food scrap recycling program on the ratepayers using multiple different program-funding scenarios. Mrs. Goulart also worked as an intern in the Public Works Department of the City of Rancho Santa Margarita and Brea and understands how municipal government operates. In her native Brazil, she has 7 years of experience in human relations. She is fluent in Portuguese, Italian, and English and proficient in Spanish.

Ian Bevan MBA

Title: Senior Program Implementation Coordinator

Time with EcoNomics, Inc.: 6 years

Education: BA in Political Science, San Diego State University, 2008

MBA in Sustainable Management from Presidio Graduate School, 2012

Mr. Bevan joined EcoNomics in June 2013. He has extensive experience with implementing commercial and multi-family recycling programs for several cities including Anaheim, Laguna Hills, Mission Viejo, San Juan Capistrano, and Tustin. For the past 3 years, Mr. Bevan has been involved in assisting the Cities of Huntington Beach and Mission Viejo with implementation of a green business certification program. To this end, he has coordinated closely with the California Green Business Network to attain access to the statewide network, assisted the Cities in engaging stakeholders from electric and water utilities to develop program criteria, researched incentive programs for specific energy and water saving programs, secured grant funding in the amount of \$20,000 from the Environmental Protection Agency, and has coordinated input from a multitude of stakeholders to move the certification process forward in both cities.

Mr. Bevan specializes in developing cost-effective waste diversion programs that help businesses meet compliance requirements. He has conducted site audits at hundreds of commercial and multi-family properties to assess the feasibility of implementing diversion programs. Mr. Bevan uses information gathered at site audits to develop customized cost-saving

waste reduction programs that fit the unique needs of each property, from split trash and recycling bins to specialized enclosure signage and outreach. Mr. Bevan has also worked with large retail operations to implement organics waste diversion programs and to manage increases in trash and recyclables during the holiday season using novel and innovative outreach and public education approaches.

Mr. Bevan has experience working with the City of San Diego Environmental Department managing the construction and demolition ordinance. In this capacity, Mr. Bevan worked with contractors to ensure they met or exceeded the City's 50% diversion requirement for construction and demolition waste. Mr. Bevan leveraged his experience as an on-campus sustainability activist at the University of San Diego to found a non-profit company committed to facilitating grassroots, student-led sustainability programs at colleges and universities.

Tina Nguyen

Title: Program Implementation Coordinator

Time with EcoNomics, Inc.: 2 months

Education: BA in Geography with Emphasis on Geographic Information Systems (GIS) and Spanish, University of California, Santa Barbara, 2012

Masters in Sustainability from University of Cape Town, South Africa, 2018

Ms. Nguyen joined EcoNomics in 2019 to assist with AB 341 and AB 1826 program verification and compliance implementation in the City of Santa Ana. Ms. Nguyen studied the implementation of sustainability programs extensively during her Masters' coursework in South Africa and during her undergraduate course work at UC Santa Barbara. Ms. Nguyen has experience implementing sustainable waste management and waste reduction programs at large-scale surf competitions and in Hawaii and South Africa. Further, she has applied her GIS skillset to develop interactive maps of pollution run-off as an intern for Heal the Bay in Santa Monica. Ms. Nguyen is fluent in Vietnamese and proficient in Spanish.

Yvonne Lau

Title: Program Implementation Coordinator

Time with EcoNomics, Inc.: 2 years

Education: Dual BA in Social Ecology and Public Health Policy, University of California, Irvine, 2013

Ms. Lau joined EcoNomics in February of 2017. She is focused on monitoring newly implemented organics and recycling programs in Mission Viejo, Laguna Hills, Newport Beach, San Juan Capistrano, and Tustin; providing training to kitchen staff on how to incorporate organics recycling programs; and the analysis of organics program cost analytics for the City of Laguna Niguel. Ms. Lau is currently in the process of obtaining certification in Irvine Valley College's Sustainability and Resource Management program. Ms. Lau has extensive experience with monitoring and troubleshooting newly implemented diversion programs in EcoNomics' client cities. In February 2018, Ms. Lau oversaw the implementation of a property-wide organics program at The Tustin District, which will ultimately divert an estimated 400 tons of organics per year. Ms. Lau coordinated with all food service tenants, the solid waste hauler, and The District corporate management team to provide training, technical assistance, and monitoring services to over 40 restaurants on-site.

Winley Durham

Title: GIS Analyst and Database Management Associate

Time with EcoNomics, Inc.: 5 months

Education: BA in Geographic Information System from California State University Fullerton (in progress – expected graduation June 2019)

Ms. Durham joined the EcoNomics team in August of 2018 and has assisted the City of Santa Ana with applying tools from Geographic Information Systems (GIS) to geocode and optimize AB 341 and AB 1826 compliance implementation efforts. If selected, Ms. Durham's extensive GIS skills will be utilized to assist the City in selecting optimal routes and neighborhoods for pilot-scale residential and multi-family organics diversion programs. GIS tools will also be used to confirm hauler-provided productivity assumptions during cost development negotiations.

Sergio Escobar Palacios

Title: Field Coordinator

Time with EcoNomics, Inc.: 6 months

Education: AA in Environmental Studies from Palomar College (in progress – expected graduation June 2019)

Mr. Escobar-Palacios joined EcoNomics in October 2018 and has provided data entry and field assistance to the City of Santa Ana as a means to comply with AB 341. To demonstrate compliance with AB 341, Mr. Escobar-Palacios has conducted numerous site audits to Santa Ana businesses to verify and document informal recycling programs and to educate businesses about the requirements of AB 341. Mr. Escobar-Palacios has also assisted the City of Newport Beach with AB 1826 compliance audits and generator education and outreach. Mr. Escobar-Palacios is a native speaker of Spanish. If selected, he would provide critical program monitoring for newly implemented pilot and full-scale organics recycling programs as well as Spanish-language training to restaurants.

AMENDMENT NO. 1
TO CONSULTING SERVICES AGREEMENT
Eco/Nomics, Inc., dba Ecal/Nomics, Inc.
(Solid Waste and Recycling Consulting Services)

THIS FIRST AMENDMENT to the Consulting Services Agreement with ECO/NOMICS, INC., (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 11th day of June 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and ECO/NOMICS, INC., a Colorado corporation, doing business in the State of California as ECAL/NOMICS, INC., (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties."

RECITALS

A. City and Consultant previously entered into a Consulting Services Agreement for the provision of certain solid waste and recycling consulting services to be performed for the Project, as defined in the Agreement, on as as-needed, on-call basis, which was made and entered into on June 14, 2016 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is scheduled to expire on June 30, 2019, by operation of its own terms, unless extended by mutual written agreement of the Parties. Sections 2.3 (Changes in Scope) and 10.3 (Amendment) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties. Additionally, Section 3.4 (Term) provides that the City has the option, at its sole discretion, to renew and extend the Initial Term of the Agreement for no more than one additional two (2) year term ("Renewal Term").

C. By way of correspondence from Consultant to City dated May 30, 2019, Consultant has requested that the City extend the term of the Agreement for two (2) additional years under the same terms and conditions set forth in the Agreement (a copy of which is attached hereto as **Attachment "1"**), but with an updated listing of solid waste and recycling consultants, assigned and available personnel, and corresponding hourly rates from those established in Section 5.1 (Table of Fee Schedules) of Consultant's Proposal/Scope of Work, dated April 29, 2016, which is set forth in **Exhibit "A"** to the Agreement.

D. The Parties now desire to enter into this Amendment No. 1 to the Agreement for the purpose of extending the Term ("Initial Term") of the Agreement for an additional two (2) year period ("Renewal Option") in order to provide for continued, uninterrupted solid waste and recycling consulting services on as as-needed, on-call basis for the Project, as defined in the Agreement, under the same terms and conditions set forth in the Agreement, but with an updated listing of assigned and available consultants and corresponding hourly rates. The proposed two (2) year Term extension

creates a need to now increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$80,000, from \$250,000 to \$330,000.

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

AGREEMENT

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing July 1, 2016, and ending on June 30, 2021.

2. Amendment to Section 5.1 (Table of Fee Schedules) of Consultant's Proposal/Scope of Work, dated April 29, 2016, Set Forth in Exhibit "A" to the Agreement. Pursuant to Consultant's May 30, 2019 letter request, Section 5.1 (Table of Fee Schedules) of Consultant's Proposal/Scope of Work, dated April 29, 2016, which is attached as Exhibit "A" to, and incorporated by reference in, the Agreement, is hereby amended and restated in its entirety to reflect Consultant's updated listing of assigned and available consultants and corresponding hourly rates, a copy of which is attached hereto as Attachment "1" to this Amendment and is hereby incorporated by reference and made a part of the Agreement.

3. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the 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 Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

4. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
5. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
6. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

“CITY”

City of Laguna Hills,
a California municipal corporation

DON SEDGWICK,
Mayor

ATTEST:

(SEAL)

MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

Eco/Nomics, Inc., a Colorado corporation,
doing business in the State of California as
Ecal/Nomics, Inc.

By: _____
WILLIAM O'TOOLE, President

By: _____
CERENE ST. JOHN, Secretary

Attachment: Proposed Amendment 1 to EcoNomics Consulting Services Agreement (1881 : EcoNomics Amendment)

ATTACHMENT "1"

CONSULTANT'S LETTER REQUEST FOR A TWO-YEAR

CONTRACT TERM EXTENSION

AND

UPDATED LIST OF ASSIGNED AND AVAILABLE SOLID WASTE AND RECYCLING

CONSULTANTS AND CORRESPONDING HOURLY RATES

DATED: MAY 30, 2019



May 30, 2019

David Reynolds
Deputy City Manager
City of Laguna Hills
25555 Alicia Parkway
Laguna Hills, California 92653

RE: Request to Exercise Section 3.4 for an Additional Two (2) Year Term of EcoNomics Solid Waste and Recycling Consulting Services Contract

Dear Mr. Reynolds

As per your direction, EcoNomics Inc. is pleased to submit our request to exercise our two (2) year term extension in accordance with Section 3.4 of our Contract with the City for solid waste and recycling consulting services. We have also included an attachment to this letter with an updated listing of employees and their respective billing rates. Please note, we have kept the hourly rates the same for all EcoNomics staff that were originally included in the 2016 proposal, but have modified some staff assignment allocations based on the past two years of project experience. We have also included two staff members that may be assigned project work with prior consent from the City (Lisa Robles and Tina Nguyen). Lastly, we have included updated staff resumes for all proposed EcoNomics' team members that will be available to work with the City.

Please feel free to contact me directly at (805) 331-9591 or email william@economicsinc.net if you have any questions.

Best Regards,

William O'Toole
President
EcoNomics, Inc.
832 Camino del Mar, Suite 2
Del Mar, California 92104

Attachment

ATTACHMENT A

Two (2) Year Extension

Table 1 Fee Schedule

Name	Position	Hourly Rate	Allocation	Areas of Expertise
William O'Toole	President	\$180	10%	Project management, client interface, strategy, negotiations with haulers; contract management, oversight of field data quality, council presentations, CalRecycle compliance, relevant industry analysis and projections
Cerene St. John, JD	Technical Consulting	\$180	5%	Solid waste legislation tracking and interpretation, assistance with hauler negotiations.
Trevor S. Blythe, MBA	Vice President	\$120	15%	Financial and program analysis, diversion program development and implementation, performance monitoring, operations analysis
Ian Bevan, MBA	Manager, Program Implementation	\$90	5%	Public outreach, Annual Report, educational programs, waste audits, cost-saving diversion program proposal development
Geiza Goulart da Silva, MS	Coordinator, Program Implementation	\$80	55%	AB 1826 generator identification, commercial list analysis, analysis, program implementation

Table 1.2 Rates and Responsibilities for Staff Hired after EcoNomics 2016 Proposal Submittal

Name	Position	Hourly Rate	Allocation	Areas of Expertise
William O'Toole	President	\$180	15%	Project management, client interface, strategy, negotiations with haulers; contract management, oversight of field data quality, council presentations, CalRecycle compliance, relevant industry analysis and projections
Cerene St. John, JD	Technical Consulting	\$180	5%	Solid waste legislation tracking and interpretation, assistance with hauler negotiations.
Trevor S. Blythe, MBA	Vice President	\$120	15%	Financial and program analysis, diversion program development and implementation, performance monitoring, operations analysis
Ian Bevan, MBA	Manager, Program Implementation	\$90	5%	Public outreach, educational programs, waste audits, cost-saving diversion program proposal development
Geiza Goulart da Silva, MS	Coordinator, Program Implementation	\$80	20%	AB 1826 generator identification, commercial list analysis, analysis, program implementation

Silva, MS	Implementation			implementation
Yvonne Lau	Coordinator, Program Implementation	\$80	30%	AB 1826 generator identification, commercial list analysis, analysis, program implementation
Winley Durham	Database Development Assistant	\$80	TBD	Develop GIS maps
Winley Durham	Assistant, Program Implementation	\$45	TBD	Site audits, AB 1826 and AB341 generator identification, implementation
Sergio Escobar	Assistant, Program Implementation	\$45	10%	Site audits, AB 1826 and AB341 generator identification, implementation

Table 1.3 Additional EcoNomics, Inc. Staff Available on an As-needed Basis with Prior City Consent

Name	Position	Hourly Rate	Allocation
Lisa Robles	Manager, Program Implementation	\$90	10%
Tina Nguyen	Coordinator, Program Implementation	\$80	25%

Updated Resumes of Staff

William O'Toole

Title: President & Founder

Time with EcoNomics, Inc.: 40+ years

Education: Bachelor of Science in Biology (Systems Ecology), University California, San Diego, 1976

Mr. O'Toole will provide senior review and strategic direction on the project's implementation goals and results. Mr. O'Toole is a "hands-on visionary" working with cities and counties to anticipate legislative trends, shifts in secondary materials markets, and other factors that affect local collection contracts. He devises practical, cost effective methods for implementing diversion programs that benefit the customers and enable our clients to meet the requirements of both AB 939 and the evolving requirements of AB 341 and AB 1826 for now and over the course of their new collection contracts.

He founded EcoNomics, Inc. in 1977 and has 40 years of experience in the recycling and solid waste industry. As one of the early pioneers in the recycling industry he worked to implement some of the first curbside recycling programs in California and then developed secondary materials markets to accept the materials collected. He then turned his attention to implementing commercial recycling programs, which, in most cities yield far more tons of diversion due to the size and composition of these waste streams. He is now heavily involved in continuing the transition from the traditional view of solid waste and recycling towards the more encompassing vision of a sustainable materials management industry.

During the process of developing recycling programs, it became clear that existing collection contracts were insufficient with respect to programs, reporting, and enforcement tools to handle the additional requirements of diversion mandates. In addition, the segmentation of wastes into subcomponents (i.e. E-waste, HHW, "big box" recyclable streams, etc.) also required a new development of contract language and management tools to meet the demands of a different approach to the handling of what used to be considered as Municipal Solid Waste (MSW). It was at this point that Mr. O'Toole became involved in overseeing the procurement of hauler services. The aim of his client cities was the development of contracts that are specifically tailored to maximize diversion, identify costs, and develop rate structures that are transparent.

Mr. O'Toole is one of the founders of the California Resource Recovery Association (CRRRA) as well as Californians Against Waste (CAW). He has worked on statewide legislation and has been a member of several committees and task forces for the California Integrated Waste Management Board (now known as CalRecycle) on AB 939 Diversion Calculations and Reporting Requirements for Material Recovery Facilities (MRF) and Transfer Stations.

Mr. O'Toole brings significant local knowledge about the Orange County solid waste and recycling system including familiarity with the recycling, materials recovery, construction and demolition waste processing facilities, the landfill system and all of the solid waste and recycling companies that are active in the Orange County area. Mr. O'Toole has worked with the City of Anaheim to assist with its AB 1826 commercial organics recycling program and compliance efforts.

Trevor Blythe MBA

Title: Vice President, Principal

Time with EcoNomics, Inc.: 13 years

Education: BS in Environmental Science, University California, Santa Barbara, 2006

MBA in Sustainable Management from Presidio Graduate School, 2014

Trevor Blythe has over 13 years of experience as a consultant in the sustainable materials management industry. Mr. Blythe works daily with local governments, private industry, and waste haulers to overcome operational and financial barriers to implementing sustainable materials management programs at the municipal scale. He is an expert on solid waste regulations, operations, and collection system optimization. Mr. Blythe holds a Master's Degree in Business Administration/Sustainable Management from Presidio Graduate School in San Francisco (Received May 2014). During his coursework at Presidio, Trevor explored market-based solutions for returning key nutrients from organic waste back to the soil. He holds a Bachelor of Science in Environmental Sciences (awarded in 2006) from the University of California, Santa Barbara with an emphasis on Geographic Information Systems.

Mr. Blythe is based in the EcoNomics' San Juan Capistrano office and is currently assisting the Cities of Anaheim, Newport Beach, Santa Ana, San Juan Capistrano, Laguna Niguel, Mission Viejo, Lake Forest, Laguna Hills, Tustin, and Stanton with CalRecycle compliance and reporting, waste diversion program implementation and planning, program cost and rate impact analyses, and other tasks. Mr. Blythe also assists EcoNomics' client cities with contract management oversight, including overseeing waste characterizations of the commercial and residential waste streams, monitoring diversion reports to assess hauler compliance with state laws, and leading meetings with cities and haulers to monitor contractual compliance and resolve outstanding contractual obligations.

Mr. Blythe has developed a comprehensive food scrap cost model that has been used in the City of Anaheim, Mission Viejo, Tustin, Santa Ana, Laguna Niguel, and Napa. The model is used to project the cost of AB 1826 compliance and to examine the impact of these costs on different components of the City's rate base. The model allows for real-time entry of generator participation assumptions, rate incentives, and service scenarios to predict the total cost of the program and the potential rate impact on residential and commercial accounts. The model is being used to illustrate the impacts of different funding scenarios for presentation to elected officials and senior City management. The model was developed with the franchise haulers to construct a rate that adequately compensates the hauler while still providing a rate incentive for the generator.

Mr. Blythe has worked over the last several years in bringing recycling services to multifamily apartments and HOAs throughout three Orange County cities. This achievement has brought recycling services to over 7,500 units throughout the service areas. More recently, Mr. Blythe has focused on delivering cost-effective organic waste diversion solutions to large restaurants, venues, and hospitals in EcoNomics' client cities. To date, Mr. Blythe has actively directed the implementation of food scraps diversion programs at over 300 locations.

Cerene St. John, J.D.

Position: Director/Outside Legal Counsel (as subcontractor)

Time with EcoNomics, Inc.: 18 years as employee: additional 11 years as subcontractor

Education: B.A. in Political Science from California State University, San Bernardino (1977)
J.D. degree from The University of Santa Clara School of Law (1980).

Ms. St. John began her solid waste career as a Deputy City Attorney for the City and County of San Francisco. Assigned to the Special Projects Division, she led a team in the Chief Administrator's Office to find a new landfill for the City when existing contracts were due to expire. She conducted a five-county negotiating effort that resulted in a contract and associated permits for the City's use of the Altamont Landfill located in Alameda County beginning in 1983.

Ms. St. John then served for six years as the Solid Waste Program Manager for the City of Sunnyvale. While there she conducted a Request for Proposals (RFP) process for solid waste and collection services resulting in a new contract with a detailed scope of work and performance standards. She conducted an RFP process for long-term landfill capacity for the City of Sunnyvale and 4 other cities resulting in a 30-year contract with the Kirby Canyon Landfill owned and operated by Waste Management. She also initiated work on the design and construction of the City-owned SMaRT Station, a transfer station/MRF that began operation in 1993.

Ms. St. John joined EcoNomics in 1990 and served as Vice President through June 2008, when she became a Director of EcoNomics and began providing a broader range of sustainability consulting services through her own company, It's A Natural Product, Inc. She also serves as outside legal counsel to several cities through the Law Office of Cerene St. John. In addition to solid waste and recycling consulting, Ms. St. John assists clients with food localization and food security projects. She is currently conducting a demonstration project to determine methodologies, actual costs and timeframes for sequestration of carbon in agricultural soils using compost, microbes and no-till growing methods. With regard to solid waste and recycling consulting service, she specializes in conducting procurements for solid waste and recycling collection services and the use of, or construction and operation of MRF's, transfer stations, and landfills. She also assists cities and counties with negotiations for these services and with contract amendments, ordinance revisions, and review of proposed legislation.

As a former City Attorney and an active member of the State Bar of California, Ms. St. John prepares draft contract amendments, draft contracts, and RFP language for review by City Attorneys and/or outside legal counsel. Ms. St. John is able to write precise and thorough scopes of work for diversion programs and to craft contracts that protect the interest of the jurisdiction and its ratepayers. She is able to serve as a "bridge" between the technical requirements in these contracts and the legal language needed to enforce them. This generally saves our client's time and expense, as the City Attorney can senior review her work rather than spending time crafting the legal language, and the technical scope of work for the contract.

Ms. St. John's unique understanding of the legal underpinnings of the RFP process, the political and financial realities of cities and her experience in negotiations with the solid waste industry allow her to create procurement processes and negotiations for contract amendments that are fair, public, and that anticipate potential pitfalls so problems can be avoided.

Lisa Robles MS**Title:** Manager, Project Implementation**Time with EcoNomics, Inc.:** 1 year**Education:** BS in Communications, California State Polytechnic University, Pomona, 2011

Masters in Environmental Studies (MS), California State University Fullerton, 2018

Ms. Robles joined the EcoNomics team in April 2018 and has been managing the AB 341/AB 1826 compliance implementation efforts in the City of Santa Ana as well as the CalGreen C&D program revision and development in the City of Lake Forest. Ms. Robles has also assisted the City of Anaheim with implementing the OC Waste and Recycling grant, and has experience drafting grant reports, developing CRM systems, and managing a competitive procurement process for PR firms. Ms. Robles has six years of experience developing and managing solid waste and recycling programs in both the both private and public sector. Ms. Robles worked as Republic Services recycling coordinator based out of the Anaheim facility for over four years and gained valuable experience in the operational and outreach components of the materials management industry. At Republic, Ms. Robles assisted client cities with designing and implementing waste diversion programs, ranging from food scrap recycling programs to HHW collection events. She was also the main liaison point with client cities to assist with diversion tonnage and compliance reporting. At Republic, Ms. Robles developed key partnerships through involvement in community groups such as MUZEO and Anaheim Beautiful. As an intern in the Public Works Department at the City of Laguna Beach, Ms. Robles managed the City's CalGreen Construction and Demolition recycling program and worked to continuously improve compliance and diversion rates. At Laguna Beach, Ms. Robles assisted the City with its hauler contract management and oversight as well as overseeing CalRecycle compliance reporting. During her Master's program coursework, Ms. Robles gained experience in Geographic Information Systems (GIS) as well as an in depth understanding of how sustainable waste management at a municipal scale can result in desirable environmental outcomes. Ms. Robles is proficient in the Microsoft Office suite, the Adobe design platform, ARCGIS, and is a native speaker of Spanish.

Geiza Goulart da Silva MS

Title: Program Implementation Manager

Time with EcoNomics, Inc.: 4 years

Education: BS in Economics, University of Joinville Region, Joinville, Brazil, 2005

Masters in Economics (MS) in Corporate and Social Responsibility, University of Trento, Trento, Italy, 2012

Irvine Valley College's Sustainability and Resource Management Certification Program, 2014.

Mrs. Goulart da Silva joined the EcoNomics team in June 2015. Mrs. Goulart da Silva completed her Master's of Science in Economics from the University of Trento in Italy in October 2012 where she studied corporate social responsibility at large financial institutions. Mrs. Goulart assists Mission Viejo and Huntington Beach with certifying sustainable businesses for the cities' green business certification programs. Mrs. Goulart, who is proficient in Spanish, specializes in working to certify businesses within Spanish-speaking communities who have not been previously exposed to the concept of sustainability. Mrs. Goulart da Silva also works with the cities of Anaheim, Mission Viejo, Tustin, Laguna Hills, San Juan Capistrano, and Newport Beach, to implement organics diversion programs at restaurants to assist the cities in complying with AB 1826. She has worked with over 100 restaurants to design and implement cost-saving organics diversion programs. Recently, she has assisted the cities of Anaheim and Mission Viejo with analysis to determine the projected cost impact of a full-scale food scrap recycling program on the ratepayers using multiple different program-funding scenarios. Mrs. Goulart also worked as an intern in the Public Works Department of the City of Rancho Santa Margarita and Brea and understands how municipal government operates. In her native Brazil, she has 7 years of experience in human relations. She is fluent in Portuguese, Italian, and English and proficient in Spanish.

Ian Bevan MBA

Title: Senior Program Implementation Coordinator

Time with EcoNomics, Inc.: 6 years

Education: BA in Political Science, San Diego State University, 2008

MBA in Sustainable Management from Presidio Graduate School, 2012

Mr. Bevan joined EcoNomics in June 2013. He has extensive experience with implementing commercial and multi-family recycling programs for several cities including Anaheim, Laguna Hills, Mission Viejo, San Juan Capistrano, and Tustin. For the past 3 years, Mr. Bevan has been involved in assisting the Cities of Huntington Beach and Mission Viejo with implementation of a green business certification program. To this end, he has coordinated closely with the California Green Business Network to attain access to the statewide network, assisted the Cities in engaging stakeholders from electric and water utilities to develop program criteria, researched incentive programs for specific energy and water saving programs, secured grant funding in the amount of \$20,000 from the Environmental Protection Agency, and has coordinated input from a multitude of stakeholders to move the certification process forward in both cities.

Mr. Bevan specializes in developing cost-effective waste diversion programs that help businesses meet compliance requirements. He has conducted site audits at hundreds of commercial and multi-family properties to assess the feasibility of implementing diversion programs. Mr. Bevan uses information gathered at site audits to develop customized cost-saving

waste reduction programs that fit the unique needs of each property, from split trash and recycling bins to specialized enclosure signage and outreach. Mr. Bevan has also worked with large retail operations to implement organics waste diversion programs and to manage increases in trash and recyclables during the holiday season using novel and innovative outreach and public education approaches.

Mr. Bevan has experience working with the City of San Diego Environmental Department managing the construction and demolition ordinance. In this capacity, Mr. Bevan worked with contractors to ensure they met or exceeded the City's 50% diversion requirement for construction and demolition waste. Mr. Bevan leveraged his experience as an on-campus sustainability activist at the University of San Diego to found a non-profit company committed to facilitating grassroots, student-led sustainability programs at colleges and universities.

Tina Nguyen

Title: Program Implementation Coordinator

Time with EcoNomics, Inc.: 2 months

Education: BA in Geography with Emphasis on Geographic Information Systems (GIS) and Spanish, University of California, Santa Barbara, 2012

Masters in Sustainability from University of Cape Town, South Africa, 2018

Ms. Nguyen joined EcoNomics in 2019 to assist with AB 341 and AB 1826 program verification and compliance implementation in the City of Santa Ana. Ms. Nguyen studied the implementation of sustainability programs extensively during her Masters' coursework in South Africa and during her undergraduate course work at UC Santa Barbara. Ms. Nguyen has experience implementing sustainable waste management and waste reduction programs at large-scale surf competitions and in Hawaii and South Africa. Further, she has applied her GIS skillset to develop interactive maps of pollution run-off as an intern for Heal the Bay in Santa Monica. Ms. Nguyen is fluent in Vietnamese and proficient in Spanish.

Yvonne Lau

Title: Program Implementation Coordinator

Time with EcoNomics, Inc.: 2 years

Education: Dual BA in Social Ecology and Public Health Policy, University of California, Irvine, 2013

Ms. Lau joined EcoNomics in February of 2017. She is focused on monitoring newly implemented organics and recycling programs in Mission Viejo, Laguna Hills, Newport Beach, San Juan Capistrano, and Tustin; providing training to kitchen staff on how to incorporate organics recycling programs; and the analysis of organics program cost analytics for the City of Laguna Niguel. Ms. Lau is currently in the process of obtaining certification in Irvine Valley College's Sustainability and Resource Management program. Ms. Lau has extensive experience with monitoring and troubleshooting newly implemented diversion programs in EcoNomics' client cities. In February 2018, Ms. Lau oversaw the implementation of a property-wide organics program at The Tustin District, which will ultimately divert an estimated 400 tons of organics per year. Ms. Lau coordinated with all food service tenants, the solid waste hauler, and The District corporate management team to provide training, technical assistance, and monitoring services to over 40 restaurants on-site.

Winley Durham

Title: GIS Analyst and Database Management Associate

Time with EcoNomics, Inc.: 5 months

Education: BA in Geographic Information System from California State University Fullerton (in progress – expected graduation June 2019)

Ms. Durham joined the EcoNomics team in August of 2018 and has assisted the City of Santa Ana with applying tools from Geographic Information Systems (GIS) to geocode and optimize AB 341 and AB 1826 compliance implementation efforts. If selected, Ms. Durham's extensive GIS skills will be utilized to assist the City in selecting optimal routes and neighborhoods for pilot-scale residential and multi-family organics diversion programs. GIS tools will also be used to confirm hauler-provided productivity assumptions during cost development negotiations.

Sergio Escobar Palacios

Title: Field Coordinator

Time with EcoNomics, Inc.: 6 months

Education: AA in Environmental Studies from Palomar College (in progress – expected graduation June 2019)

Mr. Escobar-Palacios joined EcoNomics in October 2018 and has provided data entry and field assistance to the City of Santa Ana as a means to comply with AB 341. To demonstrate compliance with AB 341, Mr. Escobar-Palacios has conducted numerous site audits to Santa Ana businesses to verify and document informal recycling programs and to educate businesses about the requirements of AB 341. Mr. Escobar-Palacios has also assisted the City of Newport Beach with AB 1826 compliance audits and generator education and outreach. Mr. Escobar-Palacios is a native speaker of Spanish. If selected, he would provide critical program monitoring for newly implemented pilot and full-scale organics recycling programs as well as Spanish-language training to restaurants.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Site Development Permit/Master Sign Program (SDPM/MSP 8-18-4281), a Request by AKC Permit Co., on Behalf of Property Owner MPVCA Laguna LLC., Establishing a Master Sign Program for the Commercial Office Building Located at 24022 Calle De La Plata in the Village Commercial Zoning District

RECOMMENDATION: That the Planning Agency take the following actions: (1) Conduct a Public Hearing; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations under Class 1 - Existing Facilities exemption, and Class 11 - Accessory Structures exemption; and (3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving SDPM/MSP No. 8-18-4281, a request by AKC Permit Co., on behalf of property owner MPVCA Laguna LLC., establishing a Master Sign Program for the commercial office building located at 24022 Calle de la Plata in the Village Commercial zoning district."

SUMMARY:

AKC Permit Co., on behalf of property owner MPVCA Laguna LLC (collectively referred to as "the Applicant"), is requesting approval to establish a Master Sign Program for a five-story office building named "The Laguna" ("the Building"), located at 24022 Calle de la Plata in the City's Village Commercial (VC) zoning district. Table 1, Figure 1, and Figure 2 below, as well as Page 4 of the proposed Master Sign Program (Attachment 3) describes the proposed signs and locations. The Master Sign Program addresses four existing signs and two new signs. Since, the property has never had a City-approved Master Sign

Program, the two new signs proposed trigger a need for one. The signs are generally described below:

Existing signs:

- Sign Type **A** – Existing Monument Sign (sign area 40 square feet)
- Sign Type **B.1** – Existing Tenant Identification Wall Sign (sign area 125 square feet).
- Sign Type **C** – Existing Building Identification Wall Sign (existing sign area: 42 square feet; proposed sign area as conditioned: 15 square feet)
- Sign Type **D** – Existing Tenant Identification Wall Sign (sign area 22 square feet)

Proposed signs:

- Sign Type **B.2** – Proposed Tenant Identification Wall Signs (two – sign area 79 square feet total)

In addition, the following **deviation** from the Code for the existing monument sign is requested:

- To allow an existing monument sign (Sign Type A) to exceed the height limit.

The Applicant is requesting approval of a comprehensive Master Sign Program of the signage listed above for a high-rise building, consisting of a total of five wall signs (three existing; two new) and one existing monument sign. Staff has reviewed the Applicant's proposal and found that it is consistent with the General Plan's goals and strategies. Moreover, the proposal is compliant with the Code, subject to approval of the requested deviation. Staff evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA) and determined that the proposal will not result in any significant adverse impacts to the public health, safety, and general welfare. Therefore, staff is recommending approval of SDPM/MSP 8-18-4281.

AUTHORITY:

Title 9 of the Laguna Hills Municipal Code (LHMC) contains the City of Laguna Hills' Development Code (also commonly referred to as the "Zoning Code" or "Code"). The

Code provides the requirements for signs and advertising devices in Chapter 9-42 and thresholds for when a Master Sign Program is required (LHMC 9-42.160). A Master Sign Program is a comprehensive sign plan that is required for most commercial developments. For any high-rise building, a Master Sign Program is required for new, existing or revised signage (LHMC 9-42.160(C)). The process the City must follow in reviewing Master Sign Programs is found in Chapter 9-42 and Chapter 9-92 of the Code. The Planning Agency has review authority over the proposed Master Sign Program through the City's Site Development Permit (Major)/Master Sign Program process in accordance with Table 9-92.030 of the Code. The findings for a Master Sign Program are found Section 9-92.080 (H) of the Code. If a sign that is included in a proposed Master Sign program deviates from the Sign Matrix located in Table 9-42.090 in any way, the Planning Agency has the authority to allow the deviation based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses (LHMC 9-42.180). Moreover, the site is located within the City's Urban Village Specific Plan (UVSP). In Section IV of the UVSP (page 23), there are design guidelines for signage, which the proposed Master Sign Program follow. Staff has prepared findings demonstrating the application is in conformance with the Zoning Code, UVSP, and the General Plan as stated in the Proposed Resolution (Attachment 1), and based on these findings recommends approval of the Master Sign Program.

BACKGROUND:

The property was developed in 1983 with the construction of a 76-foot tall, five-story commercial office building on a 32,670 square foot lot. The Building requires 266 off-street parking spaces and shares a six-level parking structure with 1,097 parking spaces on an abutting parcel with two neighboring medical office buildings. MPVCA Laguna LLC purchased the Building in 2017, and later discovered that the previous ownership installed signage without proper permits from the City, or an approved Master Sign Program.

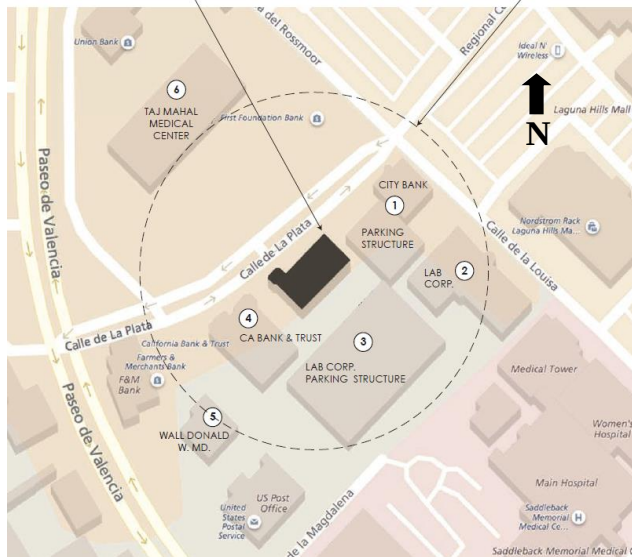
PROPOSAL & ANALYSIS:

The Applicant is requesting approval to establish a Master Sign Program for "The Laguna" Building located at 24022 Calle de la Plata in the City's Village Commercial (VC) zoning district (see Figure 1), in order to comply with the Code. For any high-rise building, a Master Sign Program is required for new, existing or revised signage (LHMC 9-42.160(C)).

Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna)

June 11, 2019

Page 4

Figure 1- Vicinity Map “The Laguna” Building 24022 Calle de la Plata

- 1.) 24221 Calle de la Louisa
- 2.) 23961 Calle de la Magdalen
- 3.) Shared parking structure
- 4.) 24012 Calle de la Plata
- 5.) 24302 Paseo de la Valencia
- 6.) 23521 Paseo de la Valencia

Figure 2, as well as page 4 of the proposed Master Sign Program (Attachment 3), describes the extent and location of allowable signs. The following sign types will be included in the Applicant's Master Sign Program for the Building as described by Table 1 below:

Table 1- The Laguna Proposed Master Sign Plan

Sign Types	Existing/New	Size	Description	Code	Deviation
A	Existing	8'1"H x 5'3"W Sign Area: 40 SF	Monument Sign	9-42.090 Max Height: 4'	8'1" height
B.1	Existing	5'H x 25'2"L Sign Area: 125 SF	Illuminated wall Tenant ID sign	9-42.090 Sign Matrix	N/A
B.2	New	2'10"H x 28'L Sign Area: 79 SF	Illuminated wall Tenant ID sign	9-42.090 Sign Matrix	N/A
C	Existing and will be modified	Current: 42 SF New: 15 SF	Non-illuminated Building ID sign	9-42.270 (O) Exempted Signs	N/A
D	Existing	1'H x 22'L Sign Area: 22 SF	Non-illuminated Tenant ID sign	9-42.090 Sign Matrix	N/A

The various signs are further described below:

Staff notes the following with respect to signs identified as **“Permitted”** or **“Non-Permitted”** below:

- A **permitted sign**, is a sign that the City or County (prior to the City's incorporation) reviewed, approved, inspected with a finalized building permit.

-
- A **non-permitted sign**, is a sign with no approval from the City or County. These signs are illegally installed with no permission from the local jurisdiction.

Existing Signs:

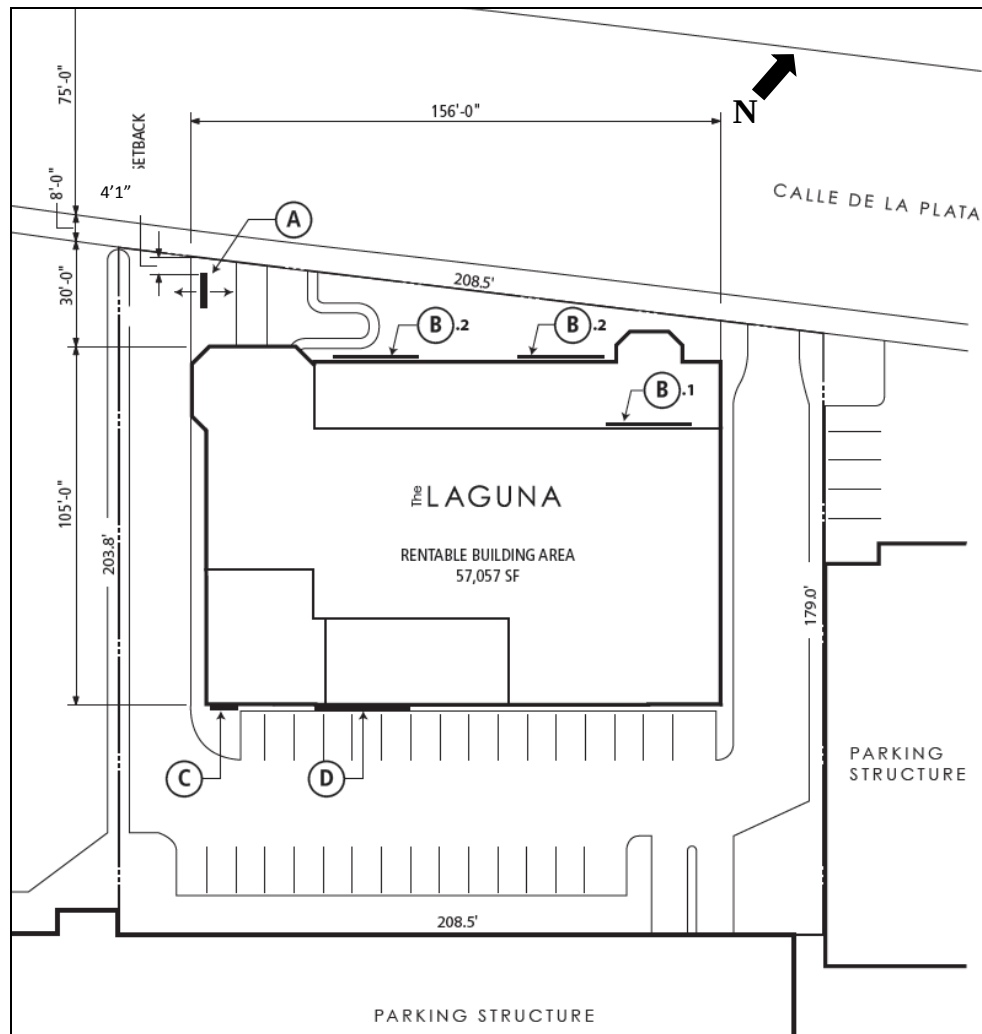
- Sign Type **A** – Non-permitted, non-illuminated 8'-1" (Height) by 5'-3" (Length) by 1'-2" (Depth) monument sign located in the landscaping 12'-1" from the face of the curb and 4'-1" inch from the edge of the sidewalk on the northwest side of the Building. The monument sign has 40 square feet of signage area. See (Figure 3).
- Sign Type **B.1** – A permitted 5'-0" (Height) by 25'-2" (Length) top of the Building tenant identification wall sign with 125 square feet of signage area. The sign is illuminated with a remote channel logo and letters mounted to the wall (northwest elevation).
- Sign Type **C** – Non-permitted, non-illuminated building identification wall sign. Currently the sign is 2'-6" (Height) by 17'-0" (Length) for a total of 42 square feet of sign area, and will be replaced with a non-illuminated building identification wall sign 1'-5" (Height) by 10'-3" (Length) for a total of 15 square feet of sign area.
- Sign Type **D** – Non-permitted, non-illuminated 1'-0" (Height) by [22'-0"] (Length) tenant identification wall sign with 22 square feet of sign area (southeast elevation).

Proposed (New) Signs:

- Sign Type **B.2** – (Two) illuminated 2'-10" (Height) by 28'-0" (Length) tenant identification wall signs (northwest elevation).

Figure 2 below depicts the location of each of the signs described above.

Figure 2-Site Plan & Sign Location



The Applicant has also agreed to conditions of approval that have the following effect on the Master Sign Program:

- On the northwest elevation of the Building, there is an existing non-permitted 116 square foot, non-illuminated building identification wall sign, with a multi-level vertical alignment of the words "The Laguna." As part of this approval, the Applicant has agreed to remove this illegal, non-conforming building identification signage. **Condition No. 14** requires the removal.
- On the southeast elevation of the Building, there is an existing non-permitted 42 square foot building identification non-illuminated wall sign, which will be replaced by (Sign Type C) a new 15 square foot non-illuminated building identification wall sign, as represented in **Condition No. 14**.

With the Applicant's agreement to make the modifications above, the proposed Master Sign Program will include only one deviation from the Zoning Code. The Applicant is requesting additional height for the existing, non-permitted monument sign (Sign Type A). If a sign that is included in a proposed Master Sign program deviates from the Sign Matrix located in Table 9-42.090, the Planning Agency has authority to allow the deviation based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses (LHMC 9-42.180).

Sign Type A is designed with a modern appeal that blends-in with the Building's glass architecture, while contrasting in a unique, creative way through the application of attractive colors and materials compatible with building architecture. The sign is constructed with a variety of materials to create a three-dimensional presentation of tenant and building identification information. Both sides of the Monument sign are identical, with a total of 40 square feet of sign area per side. The sign area has space for eight major tenant business names, six of which are currently occupied. The building identification portion of the monument sign stands out resulting from the use of a light-blue glass blade sign that contrasts with the sign's white lettering (Figure 3). The purpose of the monument sign is to showcase major tenant information and to promote vehicle and pedestrian way-finding to the Building.

The existing monument sign (Sign Type A), is eight feet and one inch (8'-1") in height. This is four feet and one inch (4'-1") taller than the Code allows. Table 9-42.090 limits monument signs to four (4) feet in height. One of the Code's objectives in limiting monument sign height is to eliminate potential hazardous visual obstructions to vehicle, bicycle and pedestrian traffic, known as "sight vision area" (see LHMC 9-40.160). Generally, this Code section applies to monument signs located alongside the public right of way and driveway entrances and exits. However, this particular monument sign is adjacent to a driveway that is restricted to right-turn vehicle entry movements only, therefore the location and height of the sign will not impair the vision of drivers, pedestrians or bicyclists.

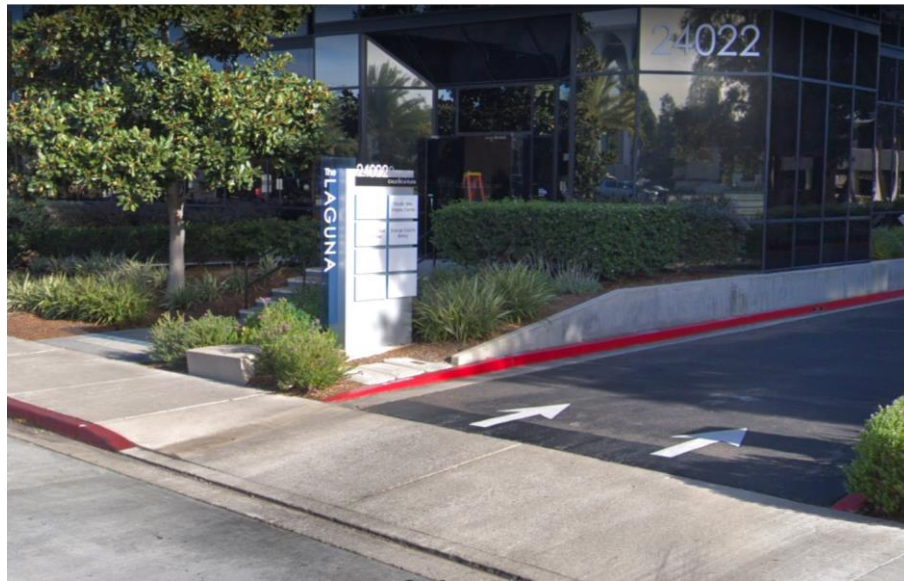
The sign is not a hazard affecting the driveway's site vision area since:

- The monument sign is set back 12 feet 1 inch (12'-1") from the face of the curb of Calle de la Plata, which is a privately owned and maintained street.
- The driveway entrance adjacent to the monument sign is restricted to right-turn vehicle entry movements only.

- A raised-median island in the center divider prevents left-turns into the driveway.

Figure 3 below depicts the conditions described above.

Figure 3- Sign Type (A) Existing Monument Sign



CONCLUSION:

For any high-rise building, a Master Sign Program is required for new, existing or revised signage (LHMC 9-42.160(C)). Staff supports the proposed Master Sign Program, as conditioned, including the deviation for Sign Type A. Staff has determined that this project is in compliance with all other requirements of the Code, UVSP, and General Plan. Therefore, approval of SDPM/MSP 8-18-4281 is warranted.

PUBLIC NOTICE:

The public hearing notice for this project was advertised in an adjudicated newspaper of general circulation on May 30, 2019. A total of 100 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property and all tenants of the subject property. To date, no comments have been received by staff.

Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna)

June 11, 2019

Page 9

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations - Class 1 (g) Existing Facilities Exemption, and Class 11(a) Accessory Structures Exemption. This exemption applies to projects involving construction or placement of on-premise signs.

ATTACHMENTS:

- Attachment 1-Proposed Resolution
- Attachment 2-Letter of Justification
- Attachment 3-Master Sign Program

Attachment 1

Proposed Resolution of Approval



RESOLUTION NO. PA2019-06-11-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SDPM/MSP NO. 8-18-4281, A REQUEST BY AKC PERMIT CO., ON BEHALF OF PROPERTY OWNER MPVCA LAGUNA LLC., ESTABLISHING A MASTER SIGN PROGRAM FOR THE COMMERCIAL OFFICE BUILDING LOCATED AT 24022 CALLE DE LA PLATA IN THE VILLAGE COMMERCIAL ZONING DISTRICT.

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

WHEREAS, an application for Site Development Permit and Master Sign Program (SDPM/MSP No. 8-18-4281) has been submitted by AKC Permit Co., on behalf of property owner MPVCA Laguna LLC., (collectively referred to as the "Applicant") to establish a new Master Sign Program for the building located at 24022 Calle de la Plata in the (VC) Village Commercial zoning district; and

WHEREAS, SDPM/MSP No. 8-18-4281 is hereby found to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 1(g) Existing Facilities Exemption, and Class 11(a), Accessory Structures Exemption). This exemption applies to projects involving construction or placement of on-premise signs; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on June 11, 2019.

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

- SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.
- SECTION 2. That the required findings by the City for approval of SDPM/MSP No. 8-18-4281 have been met and are made as follows:

Site Development Permit:

1. That the site design complies with standards of the Development Code:

The subject property was developed under County jurisdiction in compliance with the applicable zoning and development standards of the time. The proposed project will improve the overall design of the site by implementing design regulations for signs on the property through a Master

Sign Program. There is otherwise no proposed additional development of the site.

2. That the site is suitable for the proposed development:

The proposed Master Sign Program is for an existing 76-foot tall, five-story commercial office building. The site will not be altered or modified in any way, as there is no development associated with this proposal. The proposal includes five wall signs (two new and three existing) and an existing monument sign. The proposal is compatible with the neighboring buildings and with similar high-rise commercial office buildings in the City. Therefore, the subject site is suitable for the proposed project.

3. The project is consistent with the General Plan and applicable design guidelines:

The General Plan designation for the project site is Village Commercial, which is "envisioned as a master planned area containing specific design standards and policies that enhance pedestrian and vehicular circulation within the currently developed area." This vision is implemented by the Urban Village Specific Plan and by the City's Development Code, which contains design guidelines for signs addressing size, location, proportionality, and height. The proposed Master Sign Program is generally consistent with these standards, although the Applicant is requesting to deviate from the Code's maximum height of a monument sign. This request is being made pursuant to Section 9-42.180 of the Development Code, which allows deviations to be requested from the Planning Agency. Outside of this request, the proposed Master Sign Program is consistent with the General Plan and applicable design guidelines.

4. The site design and structural components are appropriate for the site and function of the proposed uses:

The proposed Master Sign Program does not require structural components of the building to be modified in order to accommodate the proposed signs. The Applicant has provided details on how each sign will be safely and securely attached to the building and inspections will be conducted as part of the permitting process to ensure that each sign is attached in accordance to the California Building Code. Furthermore, the proposed Master Sign Program will improve the site design by allowing the larger tenants the opportunity to advertise their presence in the building.

Master Sign Program

1. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

The proposed Master Sign Program complies with the Development Code, although the Applicant is requesting to deviate from the Code's four (4) feet

maximum height for a monument sign by requesting approval of an existing eight feet and one-inch (8'-1") tall monument sign. This request is being made pursuant to Section 9-42.180 of the Development Code, which allows deviations to be requested from the Planning Agency based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The monument sign is designed with a modern appeal that blends in with the building's glass architecture, all while contrasting in a unique, creative way through the application of attractive colors and materials compatible with building architecture. Therefore, the proposed Master Sign Program's deviation from the Code's four (4) feet maximum monument height limit is warranted and appropriate.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

The proposed Master Sign Program draws inspiration from the signs approved for the Saddleback Memorial Medical Center, which helps contribute towards a harmonious design aesthetic for the area. For the signs that are proposed for the subject building, the proposed Master Sign Program establishes a clear hierarchy between primary, secondary, and tertiary tenants, while ensuring the signs will be proportionate to the building elevation they are installed on. Finally, the Master Sign Program will allow for an existing monument sign to remain in the northwest landscaped area, where it will help vehicular traffic navigate safely onto the property. Therefore, the proposed Master Sign Program will provide a compatible and harmonious design between advertising, landscaping, and building design.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPM/MSP No. 8-18-4281 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: the project applicant, AKC Permit CO., and the owners(s) MPVCA Laguna LLC and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in these conditions of approval, it shall collectively refer to the Site Development Permit Major and Master Sign Program approved by the City of Laguna Hills Planning Agency pursuant to Site Development Permit Major and Master Sign Program No. 8-18-4281.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted August 14, 2018), Letter of

Justification (dated April 19, 2019), and Master Sign Program (dated April 10, 2019).

4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the City of Laguna Hills.
7. This Permit shall not become effective unless and until the Applicant provides written acknowledgment to the Community Development Director that they have received a copy of, and accepted these conditions of approval. The signed acknowledgment and approval must be provided to the City prior to the final approval of this Permit.

8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
9. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit, prior to the approval of this Permit.
10. Prior to approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
11. This Permit is valid for a period of two years from the date of final determination. If the project approved by this Permit is not established within such a period of time, this approval shall be terminated and shall be null and void.
12. Except as provided by this Permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.
13. All signs shall comply with the lighting requirements in Chapter 9-42.060 of the Laguna Hills Municipal Code.
14. Prior to issuance of any building permits for Sign Types B-1 or B-2, the existing 116 square foot non-permitted building identification wall sign on the northwest elevation and the existing 42 square foot non-permitted building identification wall sign on the southeast elevation of the Building shall be removed.
15. Prior to issuance of any building permits for Sign Types B-1 or B-2, the Applicant shall apply for a building permit for the existing Sign Type A (monument sign), and shall subsequently pass final inspection.

PASSED, APPROVED, AND ADOPTED this 11th day of June, 2019.

DON SEDGWICK, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2019-06-11-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Letter of Justification





AKC Permit Company

April 19, 2019

The Laguna Master Sign Program
24022 Calle de la Plata
Laguna Hills CA 92653

Mr. Parker.

We are requesting the approval of the proposed Sign Program for The Laguna located at 24022 Calle de la Plata.

The existing and proposed wall signage addressed in the sign program adheres to the Laguna Hills sign section 9-42-230 for multiple story building which may have Secondary Signage below the second floor. With no more than four secondary signs per building. The proposed signage as well adheres to the allowable ration of 1:1 of the building frontage. And does not exceed this ratio. The Sign program proposed meets this code.

The existing Monument sign in the proposed sign program does not meet the Laguna Hills zoning code section. 9-42.090 of sign matrix requirements for the allowable height of 4 ft to which the existing monument is at 8.09 feet at grade. It does meet the allowable square footage of sign copy with in the 40 square feet.

As the existing monument sign deviates from code we are requesting for your approval as the monument sign allows for tenants to advertise their companies existing at this location. The monument is set back in accordance with code 9-41-220 which is set back more than the allowable 5' from public right of way. The location of the monument is where the drive way is an entrance only and would not limit view for pedestrians, vehicles and bicycles. This street is privately owned within the city limits. With the Unique and slim design it complements the building and provides patrons/clients location of the business they are seeking.

The Sign program provides a compatible and Harmonious design with the building, advertising and landscaping.

Thank you

Kasey Clark
AKC Permit Co.

15197 Lighthouse Lane
Lake Elsinore, CA 92530-5674

951-471-8419
info@akcservices.net

Attachment 3

Proposed Master Sign Program

SDPM/MSP 8-18-4281



The LAGUNA

MASTER SIGN PROGRAM

April 10, 2019

24022 Calle de la Plata, Laguna Hills, California 92653

APPLICANT
THE LAGUNA
24022 Calle de la Plata
Laguna Hills, CA 92653

PROPERTY OWNER
MPVCA Laguna LLC
2420 Camino Ramon, Suite 215
San Ramon, California 94583

PROJECT MANAGER
INTEGRATED SIGNS
1160 Pioneer Way, Suite M
El Cajon, California 92020

LEGAL DESCRIPTION
APN#: 62114166

FEATURES:
TOTAL SIZE: 57,057 SF
LOT SIZE: 32,800 SF
FLOORS: 5
PARKING RATIO: 5.0:1000
CONSTRUCTION TYPE STEEL, GLASS

- SHEET INDEX
- 1 Cover Sheet / Owner Info
 - 2 Master Sign Program Guidelines
 - 3 Vicinity Map
 - 4 Site Plan
 - 5 Monument ID sign
 - 6 Northwest Elevation
 - 7 Tenant ID signs
 - 8 Building ID sign
 - 9 Existing Signage
 - 10 Section Details
 - 11 Project Typography

The LAGUNA

MASTER SIGN PROGRAM

Project Location: 24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: 180586-06

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Revision:		
2	AR-revised sheet index	10.01.18
3	AR-revised sheet index	11.15.18
4	AR-revised title	03.25.19

Customer Approval: Date:

Landlord Approval: Date:

Printed Landlord's Name:

Landlord's Phone Number:



1160 Pioneer Way, Suite M, El Cajon, California 92020-1944
T: 619.579.2229 | F: 619.579.7651 | isasign.com | info@isasign.com

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Scale: as noted

Sheet No.: 1 / 12

MASTER SIGN PROGRAM
24022 Calle de la Plata, Laguna Hills, California 92653

The purpose of this Master Sign Criteria is to establish the minimum sign standards necessary to ensure coordinated proportional exposure for all tenants.

General Notes:

- A) This Master Sign Criteria shall be strictly enforced and any non-conforming signs installed by Owner shall be removed by the Owner or its contractor at Owner’s sole cost and expense within ten (10) days of Owner’s receipt of written notice from the Board of Directors or the City of Laguna Hills.
- B) All Owners signage shall be consistent with ordinances and sign criteria required by the city of Laguna Hills.
- C) Each Owner shall submit to the Board of Directors and the City of Laguna Hills, for approval, two (2) copies of the detailed shop drawing of Owner’s proposed sign, in conformance with this Master Sign Criteria. Such submittals shall include, but not be limited to, pertinent dimensions, details and color call-outs.
- D) The tenant shall submit to owner for review and approval all drawings and descriptions relating to tenant signs. Tenant at tenant's sole cost and expense, shall submit all plans to all governmental authorities for approval and permitting.
- E) Tenant’s sign contractor must: (1) must have a current,in-force license from the State of California to fabricate signs, (2) must carry current,in-force general liability insurance of not less than \$1 million and (3) must carry current, in-force workman’s compensation insurance. Tenant is to be named as additional insured for both general liability and workman’s compensation insurance. All work shall be of excellent quality. The City of Laguna Hills and/or the ownership reserves the right to reject any work determined to be of inferior quality by the City of Laguna Hills and/or the ownership or the project architect, in their sole and absolute determination.
- F) All signs and their installation must comply with all local building and electrical codes and any government authority which has jurisdiction over signs. Tenant and tenant’s contractor shall independently investigate all local or City of Laguna Hills sign ordinances. Owner shall not be liable to tenant for any requirements not covered in this Master Sign Criteria.
- G) Ownership in its sole and absolute discretion, reserves the right to disapprove any sign that may conflict with the overall appearance of the building.
- H) The City of Laguna Hills, in it's sole and absolute discretion, reserves the right to disapprove any sign that may conflict with the overall appearance of the building.
- I) Sign contractor shall provide necessary fastening and bracing to securely install sign (for wind loads, etc.) to conform to local and City of Laguna Hills building codes.

Roof top Signage:

- A) Roof top signage on this building is prohibited.

Business front Signage:

- A) Tenants are to have face-lit channel logo/letters for business frontage wall signs.
- B) Only Three (3) exterior front wall signs will be permitted at northwest elevation.
- C) The City of Laguna Hills and /or owner may require reduction of any sign based upon aesthetics of the building elevation, and upon the sole discretion of the City of Laguna Hills and/or the owner.
- D) Northwest elevation:
Total sign area not to exceed 285 sq. ft.
Sign Type "B.1" -
Maximum overall height shall not exceed 59 1/2".
Maximum total tenant ID sign area = 124.78 sq. ft.
Mounting height not to exceed 69'-0"± A.F.G.
Sign Type "B.2" -
Maximum overall height shall not exceed 34" inches.
Maximum total tenant ID sign area = 79.33 sq. ft.
Mounting height not to exceed 18'-0"± A.F.G.
- E) Tenant ID signage terms:
Minimum of 6,500 sq. ft. per lease space to qualify for each tenant ID signage.
- F) Tenant Sign Content and colors:
All tenants signage shall consist solely of Tenant's trade name, logo and recognition trademark insignia. Tenants will be permitted to use their corporate colors. The landlord encourages the tenants to consider these colors when choosing design colors; Sign colors should be selected to provide sufficient contrast against building background colors and/or should be compatible with and complement building background colors. The owner and/or the City of Laguna Hills reserves any and all rights to deny any color(s).

Prohibited Signs:

- No sign shall project above or below the sign-able area as defined herein.
- Wall signs may not project above the top of a parapet, the roof line at the wall, or roof line.
- Sign painted directly on a building surface will not be permitted.
- No animated, flashing or audible signs are permitted.
- Exposed skeleton neon applied directly to fascia element.
- No exposed tubing or lamps are permitted.
- No cabinet signs will be allowed on this building. Logo module boxes may be permitted with owner and City of Laguna Hills approval only.
- No sintra, sign foam, or its equal will be allowed.

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: 180586-06

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: as noted

Revision:		
2	AR-revised text	10.-01
3	AR-revised specs	11.15
4	AR-revised specs	03.21
5	AR-revised specs	04.08



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Sheet No.:

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))

The LAGUNA
MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.:
180586-06

Salesman:
Imogene Jackson

Designer:
ArnieM.

Date:
July 10, 2018

Scale:
1"=200'-0"

Revision:
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PROJECT SITE
24022 CALLE DE LA PLATA
LAGUNA HILLS, CA 92037

300 FOOT RADIUS



KEY (NEIGHBORING PROPOERTIES):

- ① 24221 Calle de la Louisa, Laguna Hills, CA 92653 - APN 621-141-46
- ② 23961 Calle de la Magdalen, Laguna Hills, CA 92653 - APN 621-141-71
- ③ 23961 Calle de la Magdalen, Laguna Hills, CA 92653 - APN 621-141-34
- ④ 24012 Calle de la Plata, Laguna Hills, CA 92653 - APN 621-141-68
- ⑤ 24302 Paseo de Valencia, Laguna Hills, CA 92653 - APN 621-141-73
- ⑥ 23521 Paseo de Valencia, Laguna Hills, CA 92653 - APN 621-141-79

VICINITY MAP

SCALE: 1"=200'-0"

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: 1"=40'-0"

Revision:		
2	AR-revised key	10.01
3	AR-revised key	11.15
4	AR-revised key	03.25
5	AR-revised key	04.08
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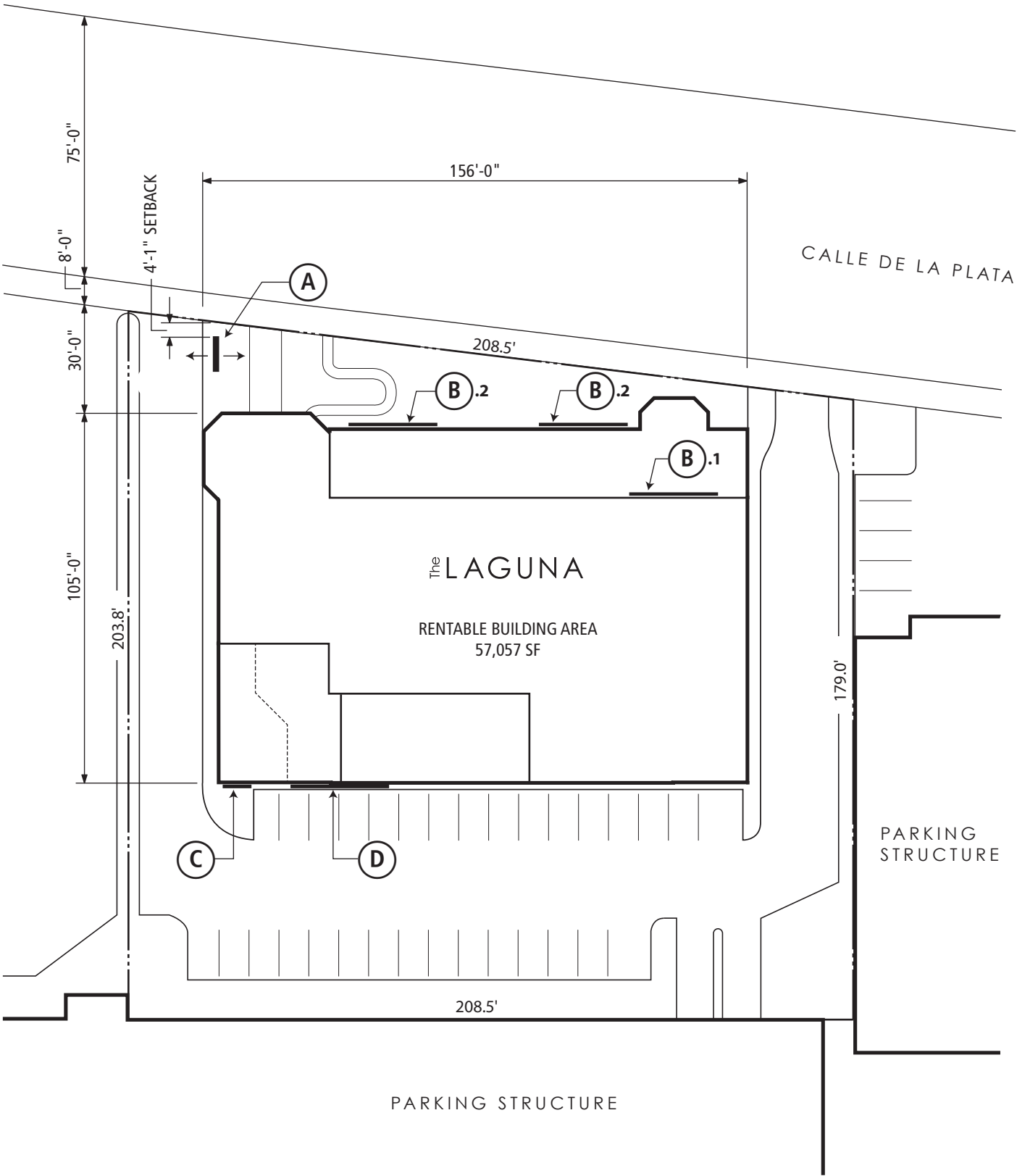
4 / 12

Packet Pg. 263



LEGEND:

- A** SIGN TYPE "A" -
D/F MONUMENT ID SIGN.
- B** SIGN TYPE "B.1" -
EXISTING FACE-LIT / ILLUMINATED CHANNEL LETTERS.
SIGN TYPE "B.2" -
PROPOSED NEW FACE-LIT / ILLUMINATED TENANT ID
SIGNS (TYP. OF 2).
- C** SIGN TYPE "C" -
NON-ILLUMINATED 3M WHITE VINYL "BUILDING ID"
GRAPHICS.
- D** SIGN TYPE "D" -
EXISTING (NON-ILLUM.) FCO PVC TENANT
ID LETTERS.

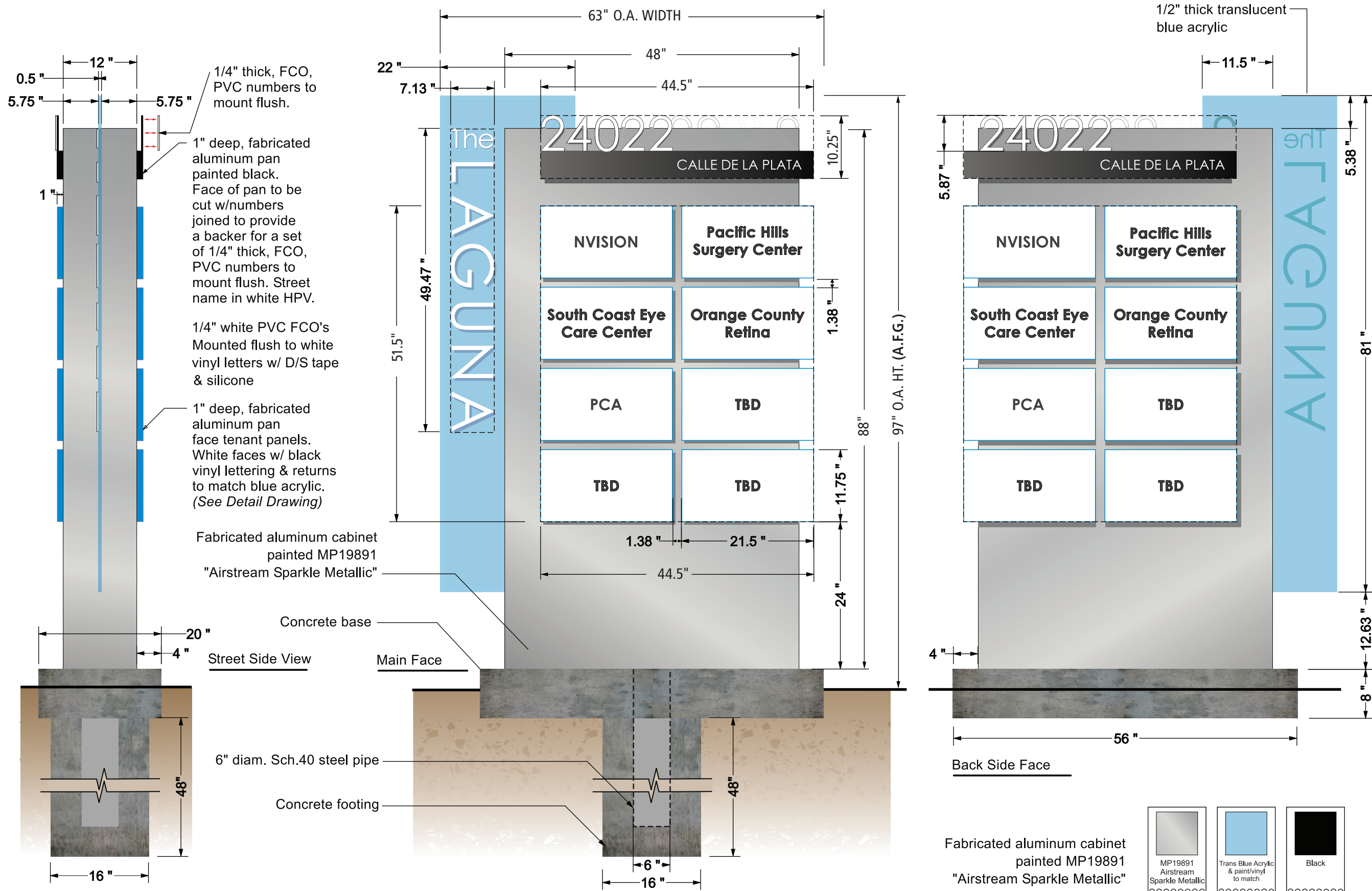


SITE PLAN

SCALE: 1" = 40'-0"



Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))



The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: 3/4"=1'-0"

Revision:		
2	AR-revised layout	10.01
3	AR-added monument sign	11.15
5	AR-revised layout	04.08



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APPENDIX "A" - EXISTING MONUMENT ID SIGN - TOTAL SIGN AREA = 40 sq ft

SCALE: 3/4" = 1'-0"

The LAGUNA
MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: 1/16"=1'-0"

Revision:		
5	AR-revised layout	04.08
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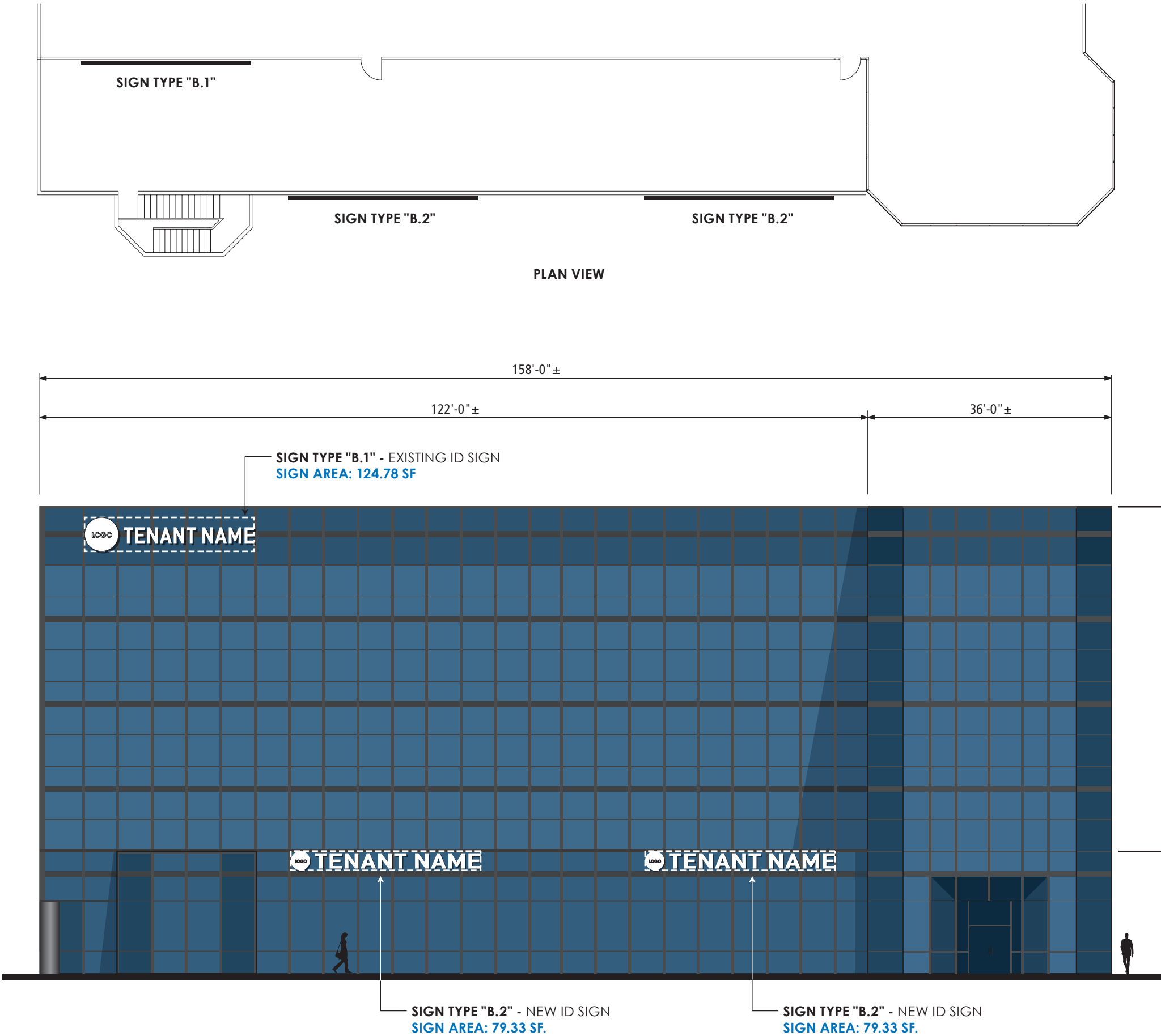
GENERAL TENANT SIGN

- 1) No animated, flashing or audible signs are permitted.
- 2) No exposed tubing or lamps are permitted.
- 3) Sign contractor shall provide necessary fastening and bracing to securely install sign (for wind loads, etc.) to conform to local and City of Laguna Hills building codes.

SIGN AREA:

- Not to exceed 285 sq. ft. per building elevation.
 - Proposed: 283.44 sq. ft. for Northwest elevation.
- SIGN TYPE "B.1" = 124.78 SF.
SIGN TYPE "B.2" = 79.33 SF. (TYP. OF 2)

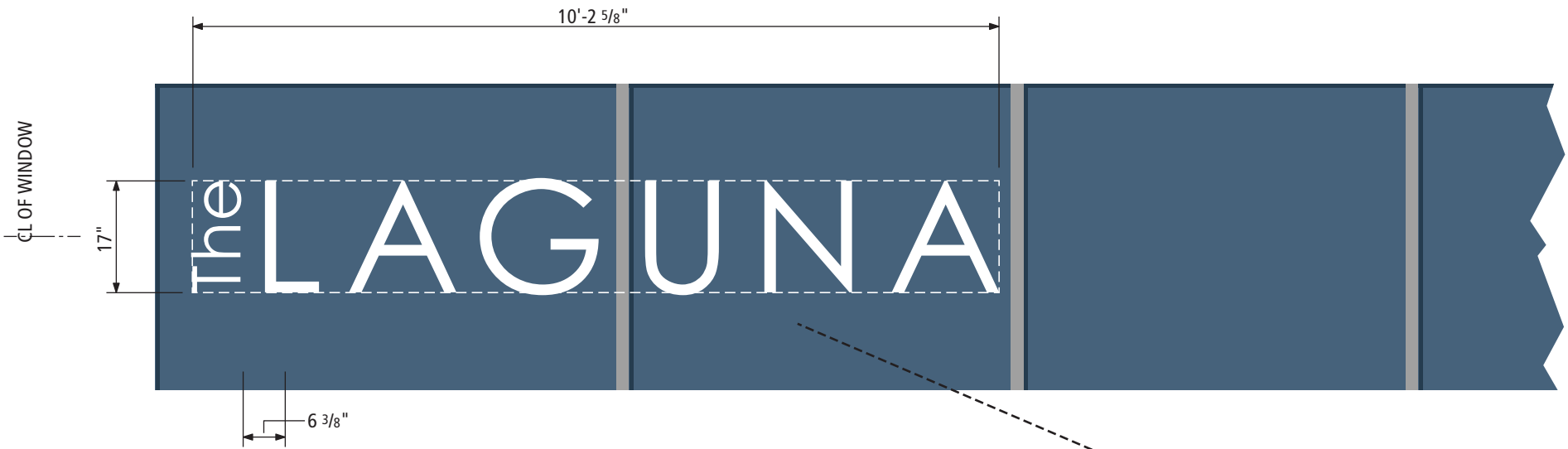
TENANT ID SIGNAGE TERMS:
Minimum of 6,500 sq. ft. per lease space to qualify
for each tenant ID signage.



SIGN TYPE "B" - STOREFRONT ELEVATION

SCALE: 1/16" = 1'-0"

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))



BUILDING ID SIGNS:
FIRST SURFACE APPLIED 3M WHITE #7725-10 VINYL
GRAPHICS (BUILDING ID & ADDRESS NUMERALS)

SIZE RESTRICTIONS:
SIGN TYPE "C":
NOT TO EXCEED 15 SF.



SOUTH ELEVATION

SIGN TYPE "C" - BUILDING ID & ADDRESS - TOTAL SIGN AREA = 14.47 SF

SCALE: 1/2" = 1'-0"

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: 1/2"=1'-0"

Revision:		
2	AR-revised sign area	10.01
4	AR-revised layout	03.25
5	AR-revised layout	04.08



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Sheet No.:

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: as noted

Revision:		
3	AR-added south elev.	11.15
4	AR-added height	03.21



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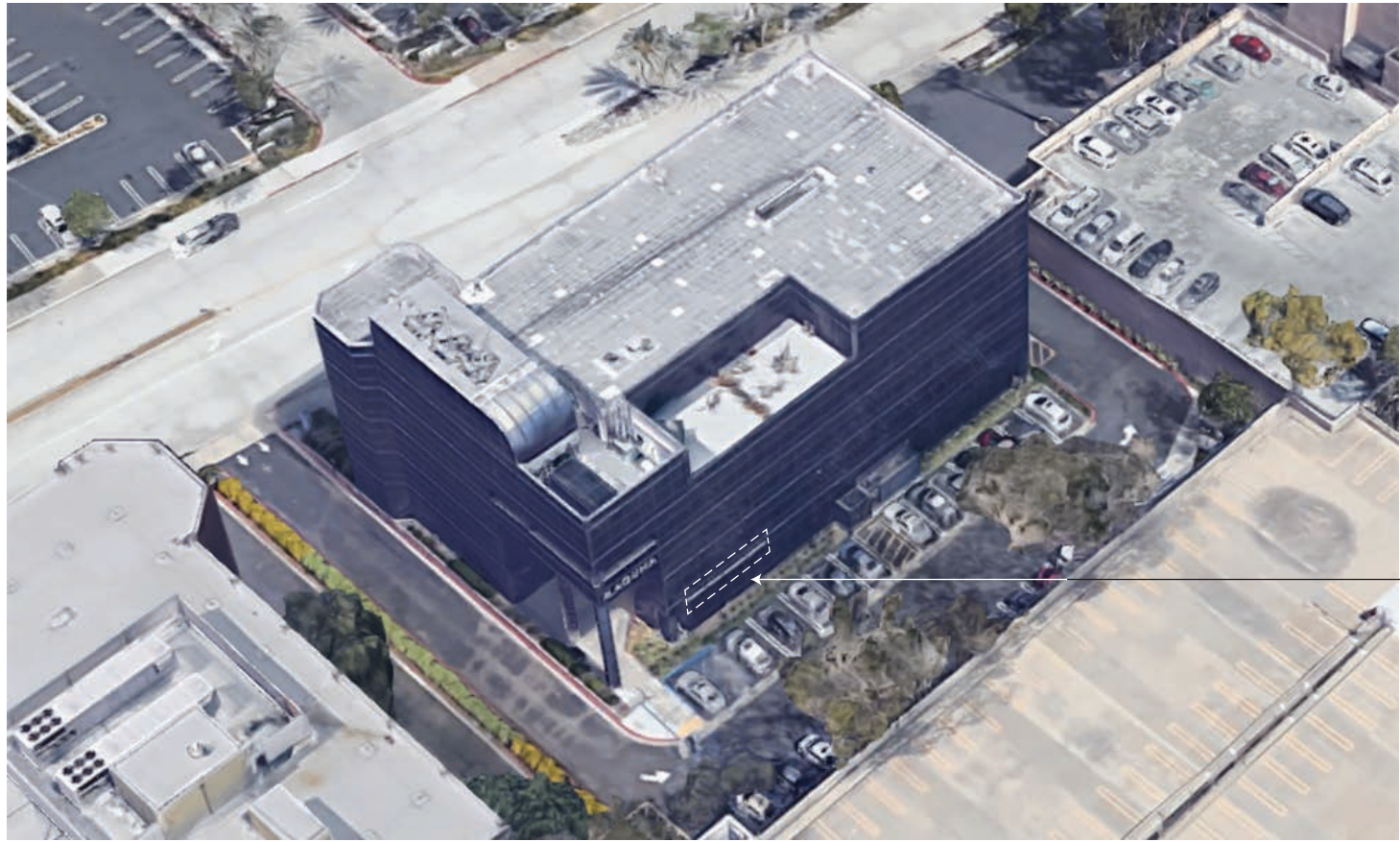
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- GENERAL TENANT SIGN**
- 1) No animated, flashing or audible signs are permitted.
 - 2) No exposed tubing or lamps are permitted.
 - 3) Sign contractor shall provide necessary fastening and bracing to securely install sign (for wind loads, etc.) to conform to local and City of Laguna Hills building codes.

SIGN AREA:

SIGN TYPE "D" = 22 SF.

TENANT ID SIGNAGE TERMS:
Minimum of 6,500 sq. ft. per lease space to qualify for each tenant ID signage.



SIGN LOCATION

SOUTHEAST ELEVATION



EXISTING NON-ILLUMINATED FCO
PVC WHITE TENANT ID SIGN.
SIGN AREA: 22.0 SF.

SIGN TYPE "D" - EXISTING TENANT ID SIGN - TOTAL SIGN AREA: 22.0 SF

NOT TO SCALE

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: as noted

Revision:		
3	AR-revised layout	11.15
4	AR-revised layout	03.21
5	AR-added address numerals	04.08



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Packet Pg. 269

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))



SIGN TYPE A:
EXISTING D/F MONUMENT ID SIGN
TOTAL SIGN AREA: 42.43 SF.
(SEE SHT. #5 FOR LAYOUT & SPECS.)



SIGN TYPE B.1:
EXISTING FACE-LIT CHANNEL LETTERS
ON 2" SQ. TUBE FRAME
TOTAL SIGN AREA: 124.78 SQ. SF.
(SEE SHT. #6 & 7 FOR LAYOUT & SPECS.)



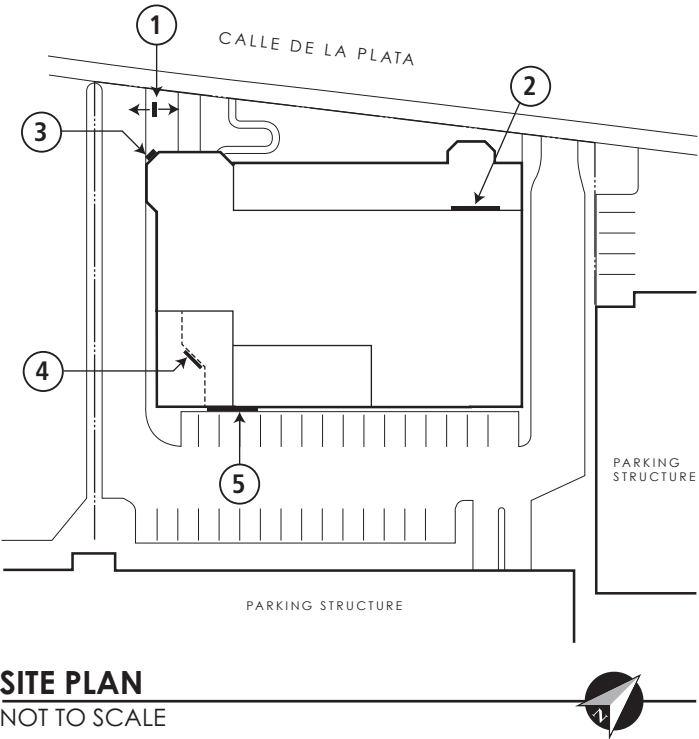
ADDRESS NUMERALS:
EXISTING NON-ILLUMINATED FCO PVC
ADDRESS NUMERALS @ FRONT ELEVATION.
SIGN AREA = 10.53 SF.



ADDRESS NUMERALS:
EXISTING NON-ILLUMINATED FCO PVC
ADDRESS NUMERALS @ REAR ELEVATION.
SIGN AREA = 13.77 SF.



SIGN TYPE "D":
EXISTING NON-ILLUMINATED FCO PVC TENANT ID SIGN
SIGN AREA: 22.0 SF
(SEE SHT. #10 FOR LAYOUT & SPECS.) .



SITE PLAN
NOT TO SCALE

EXISTING SIGNAGE

NOT TO SCALE

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: 1 1/2"=1'-0"

Revision:	
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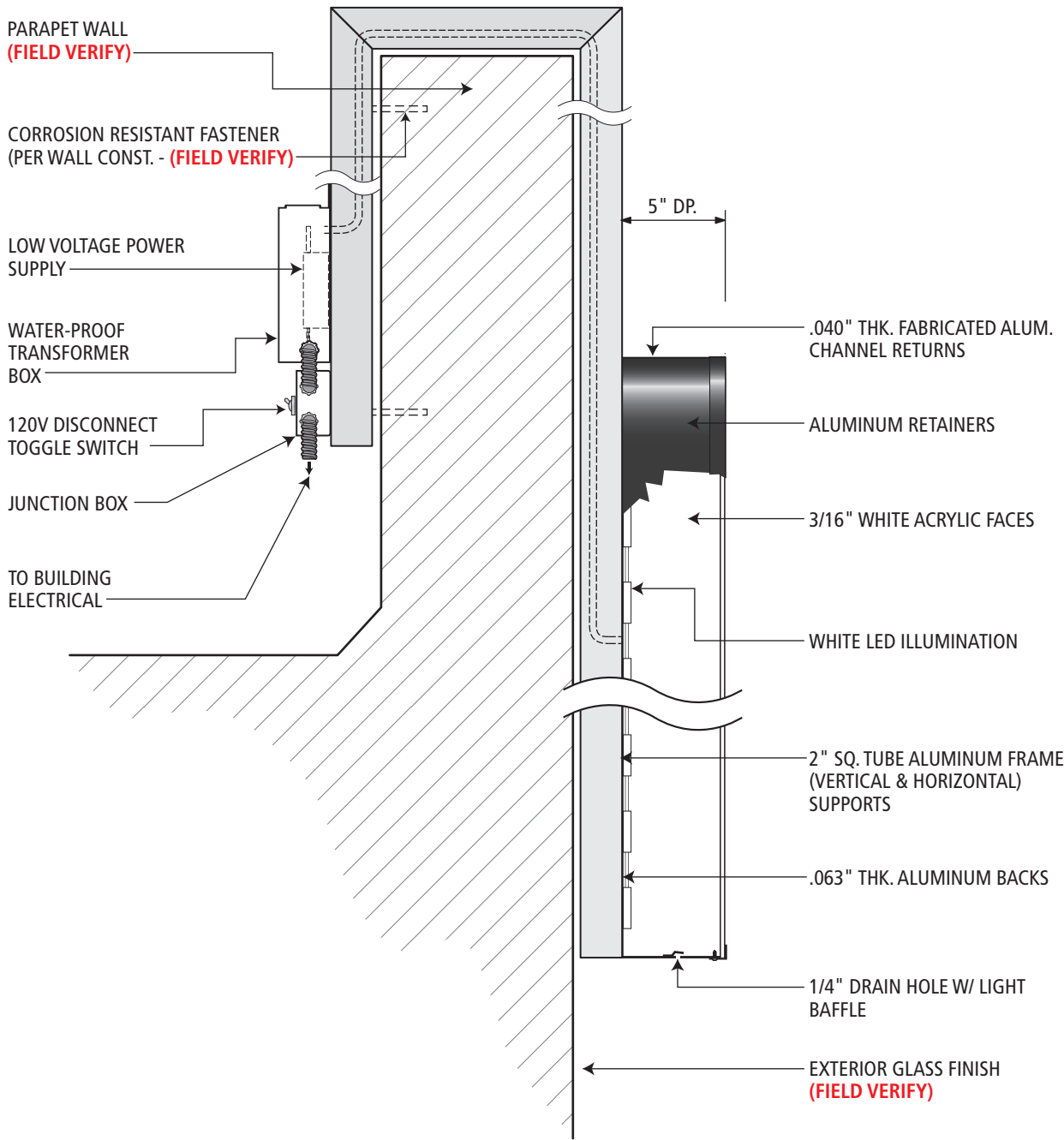
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Sheet No.:

11/12

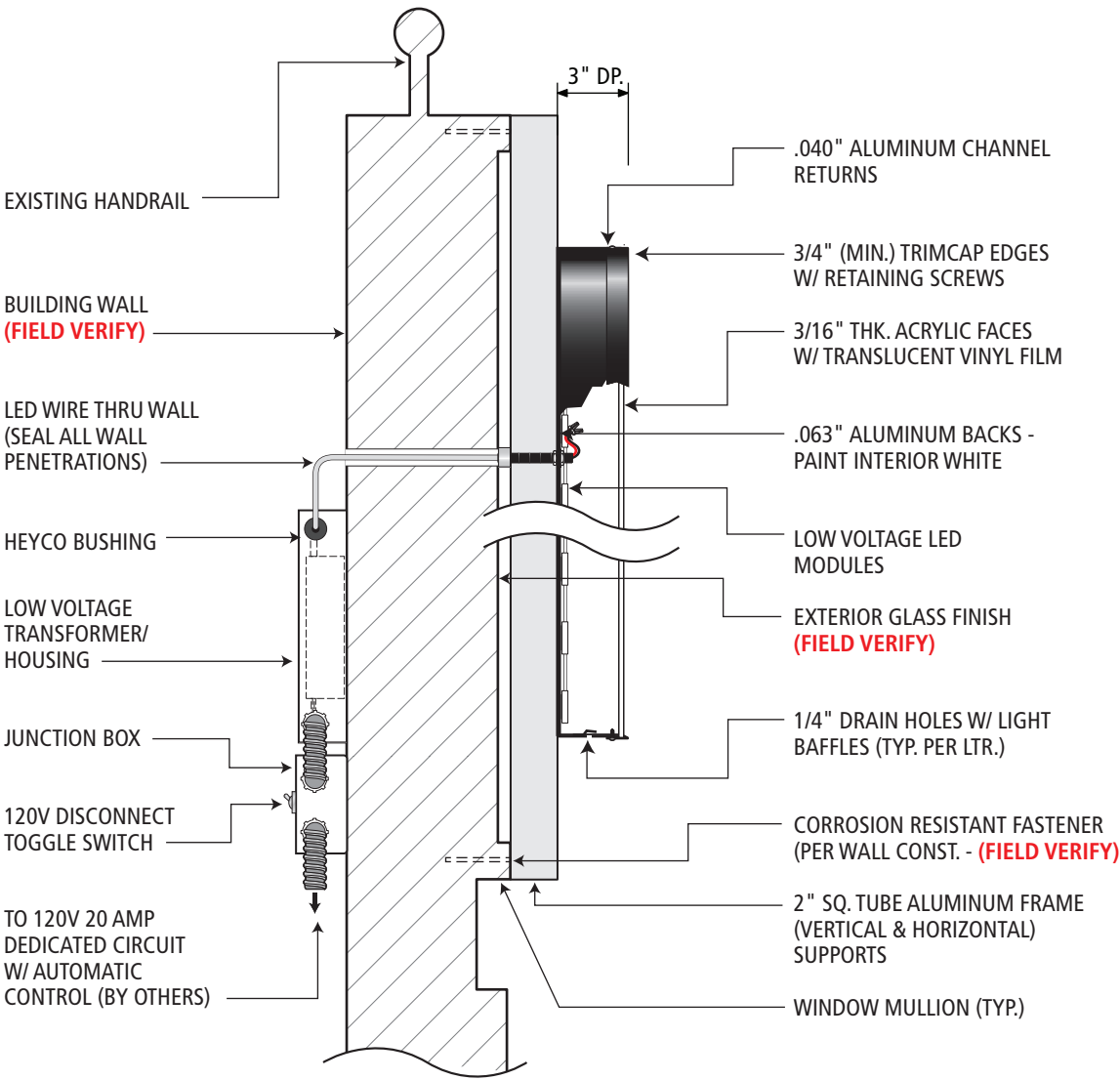
Packet Pg. 270

NOTE:
THIS SIGN IS INTENDED TO BE INSTALLED
IN ACCORDANCE WITH THE REQUIREMENTS
OF ARTICLE 600 OF THE NATIONAL ELECTRICAL
CODE AND/OR OTHER APPLICABLE LOCAL
CODES. THIS INCLUDES PROPER GROUNDING
AND BONDING OF THE SIGN.



SIGN TYPE "B.1" - SECTION DETAIL

SCALE: 1 1/2"=1'-0"



SIGN TYPE "B.2" - SECTION DETAIL

SCALE: 1 1/2"=1'-0"



SECTION DETAIL & SIGN CONSTRUCTION

SCALE: 1 1/2"=1'-0"

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))

The LAGUNA

MASTER SIGN PROGRAM

Project Location:
24022 Calle de la Plata
Laguna Hills, California 92653

Project No.: **180586-06**

Salesman: Imogene Jackson

Designer: ArnieM.

Date: July 10, 2018

Scale: as noted

Revision:		
2	AR-added type face	10.01



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CENTURY GOTHIC REGULAR
ABCDEFGHIJKLMNOPQRSTUVWXYZ
CENTURY GOTHIC TIALIC
abcdefghijklmnopqrstuvwxyz

CENTURY GOTHIC BOLD
ABCDEFGHIJKLMNOPQRSTUVWXYZ
CENTURY GOTHIC BOLD TIALIC
abcdefghijklmnopqrstuvwxyz

CENTURY GOTHIC REGULAR
1234567890

CENTURY GOTHIC BOLD
1234567890

PROJECT TYPOGRAPHY

Attachment: Attachment 3-Master Sign Program (1886 : Site Development Permit Major/Master Sign Program No. 8-18-4281 (The Laguna))



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: New Office Space for City Council Members

RECOMMENDATION: That the City Council provide direction to staff.

SUMMARY:

At the March 23, 2019, City Council workshop, Council Member Pezold submitted a budget proposal regarding the creation of new City Council Member offices at the Civic Center. After some discussion, the item was tabled; however, there was consensus amongst the City Council to bring the item back for deliberation at a future date. In light of the fact that City Council Members have not historically had an office in the Civic Center, tabling this item allowed staff adequate time to examine various options.

After thoroughly reviewing current City Hall offices and the entirety of the Civic Center leasing activities, staff identified the following options.

Suite 300

The first option is the creation of City Council offices in Suite 300. Suite 300 is 672 square feet and is located on the third floor of the Civic Center. While Suite 300 is currently occupied, the tenant is leasing on a month-to-month basis, as their lease expired on May 31, 2019. The current tenant has, however, indicated his willingness and desire to enter in a new multi-year lease for the suite.

As such, the use of this space as City Council offices would result in a loss of revenue to the Civic Center leasing operations of \$17,741 annually. There would be additional one-

New Office Space for City Council Members

June 11, 2019

Page 2

time costs of approximately \$6,500 for new paint, new carpet, and furniture. Once notification is provided to the current tenant, the suite can be made available for move-in before the end of summer.

Suite 310

The second option staff has evaluated is Suite 310. Suite 310 is currently occupied by the Orange County Clerk-Recorder Office and being utilized as their passport office. While the current lease on the space runs through January 31, 2026, staff is currently in protracted negotiations to consolidate the passport office within newly-created Suite 160, located on the first floor, across from their existing location in Suite 150. Upon completion of negotiations and tenant improvements, Suite 310 would be available for leasing.

There are some considerations that make Suite 310 the less preferred option. Suite 310 is 883 square feet and is larger than Suite 300. Additionally, the tenant adjacent to Suite 310 has already indicated to staff their desire to expand into the suite once it becomes available. The tenant has further indicated that because their operations have outgrown their current space, if they are unable to expand into the adjacent suite, they will most likely have to move out of the building to find a suitable space. Lastly, as mentioned earlier, the lease for Suite 310 expires in 2026. While staff is currently in negotiations with the County for the consolidation of their offices to two first floor locations, those negotiations are anticipated to go through summer and possibly into fall. Extensive tenant improvements would then be required to be completed prior to the vacation of Suite 310 by the Orange County Clerk-Recorder. Consequently, staff does not anticipate this location to be available until the end of the calendar year or even into early 2020.

Should the City Council decide to convert this suite into new City Council offices, there would be a direct loss of revenue to the Civic Center leasing operations of \$ 23,311 annually. There would be additional one-time costs of approximately \$9,500 for new paint, new carpet, and furniture. Additionally, because not allowing the adjacent tenant to expand into this location may cause that tenant to provide their notice of termination, there may be additional revenue impacts related to the adjacent suite as well.

Suite 250

One last option staff evaluated was subdividing Suite 250 into two separate suites – a

New Office Space for City Council Members

June 11, 2019

Page 3

larger and a smaller suite. Suite 250 currently consists of 2,471 square feet. Staff evaluated creating a smaller suite consisting of approximately 660 square feet. The use of this space as City Council offices would result in a loss of revenue to the Civic Center leasing operations of \$17,450 annually. Additionally, there would be substantial one-time tenant improvement costs of approximately \$21,000.

However, during the course of evaluating this option, a prospective tenant for the suite appeared and expressed their desire to enter into negotiations with the City for the entirety of the suite. Staff recently completed negotiations and reached a tentative agreement with the potential tenant and we are currently awaiting final signatures prior to bringing the lease to the City Council for deliberation and approval. Consequently, this option is no longer feasible at this time.

FISCAL IMPACT:

The use of Suite 300 as City Council office space would result in a loss of revenue to the Civic Center leasing operations of \$17,741 annually. It should be noted that this loss of revenue does not directly impact the General Fund.

ATTACHMENTS:

- Civic Center Second Floor - Floor Plan
- Civic Center Third Floor - Floor Plan



LAGUNA HILLS CENTER

24031 El Toro Road
Laguna Hills, CA 92653

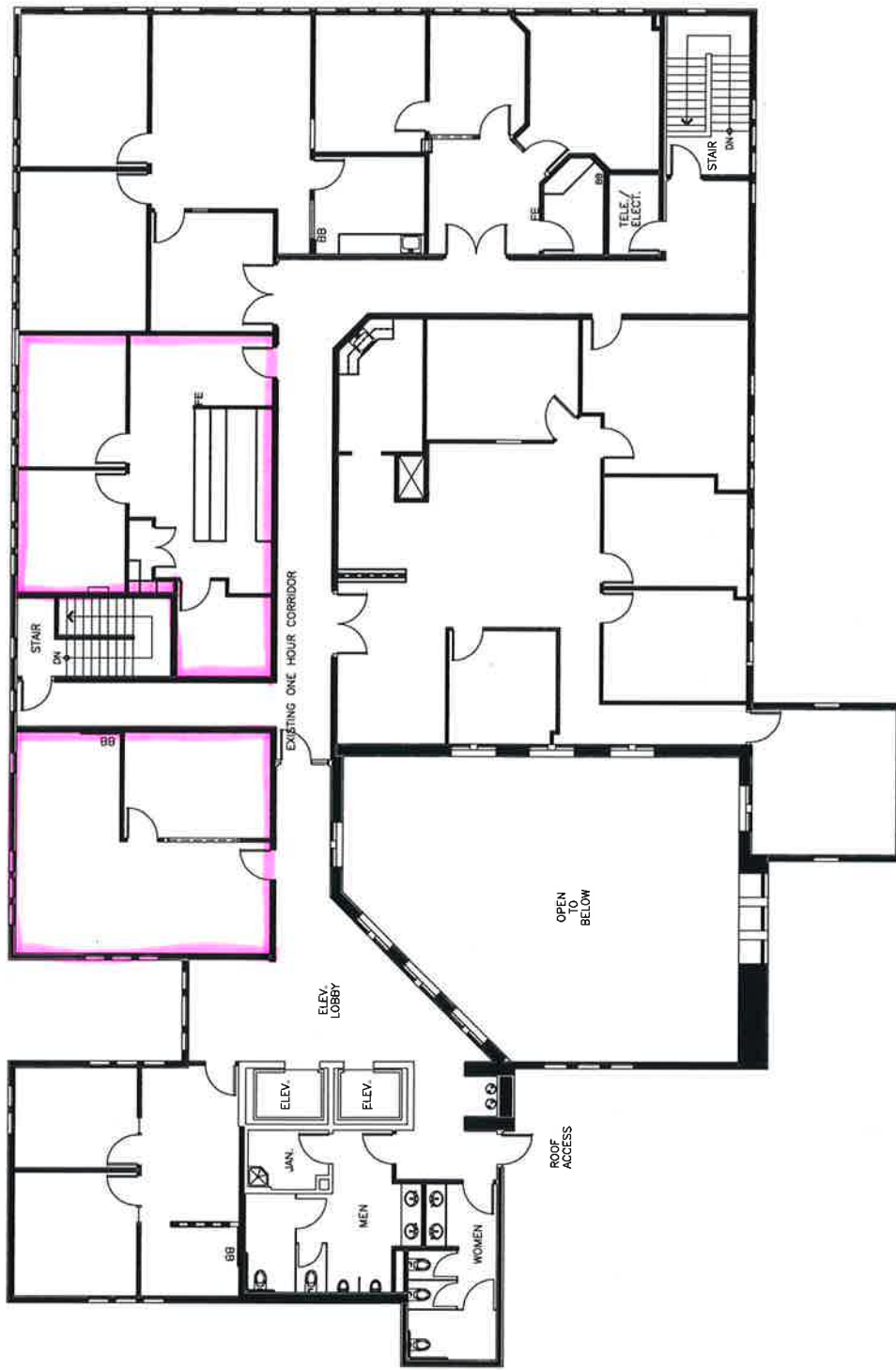
Attachment: Civic Center Third Floor - Floor Plan (1883 : New Office Space for City Council Members)



UPDATED: 3/26/2014
BY: HATTOX DESIGN GROUP, LLC

SUITE 310
738 USF
883 RSF

SUITE 300
561 USF
672 RSF





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 11, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Award of Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc.

RECOMMENDATION: That the City Council award the Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc., in the low annual base bid amount of \$1,042,896.00, reject all other bids, and authorize the Mayor to execute the Agreement.

SUMMARY:

The City received Bid Proposals for Citywide Landscape Maintenance Services on May 14, 2019, and Nieves Landscape, Inc., has been determined to be the Contractor providing the lowest annual Base Bid price and the best qualified vendor. It is recommended the City Council award of the Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc., in the annual Base Bid amount of \$1,042,896.00. It is not proposed that any of the Alternate Bids be awarded at this time.

BACKGROUND:

On May 14, 2019, in accordance with Laguna Hills Municipal Code (LHMC) Section 3-08.090, Bid Proposals were publicly opened and read aloud for Citywide Landscape Maintenance Services with the following results:

Award of Citywide Landscape Maintenance Services Agreement

June 11, 2019

Page 2

<u>Contractor</u>	<u>Annual Base Bid</u>	<u>Notes</u>
1. Nieves Landscape, Inc.	\$1,042,896.00	
2. Wm. Vandergeest Landscape Care, Inc.	\$1,052,460.00	
3. Real Green, Inc.	\$1,241,000.00	Non-responsive ¹
4. Parkwood Landscape Maintenance, Inc.	\$1,449,324.00	Non-responsive ²
5. Merchants Landscape Services, Inc.	\$1,524,000.00	Non-responsive ³
6. Stay Green, Inc.	\$1,778,025.00	Non-responsive ⁴

The Notice Inviting Bids and Specifications for the Citywide Landscape Maintenance Services established that the determination of lowest bid price would be based solely upon the comparison of the Base Bid. In addition, the selection of the recommended Contractor for these services is to be awarded based upon the Best Qualified Vendor selection criteria as defined in the LHMC Section 3-08.100.

As indicated in the footnotes, the evaluation of all six of the Bidder's proposals resulted in a determination that Bidders three through six, for the stated reasons, provided non-responsive Bid Proposals. Consequently, those Bidders were not given further consideration for an award of the Agreement.

Nieves Landscape, Inc., provided the lowest price annual Base Bid and has been determined by Staff to be the Best Qualified Vendor in accordance with the selection criteria established in Section 3-08.100 of the Laguna Hills Municipal Code. In making this determination, Staff took into account the best qualified vendor criteria, the interview of Nieves Landscape, Inc., held on May 28, 2019, and their full compliance with requirements set forth in the City Notice Inviting Bids and Specifications for Citywide Landscape Maintenance Services.

Staff has determined that Nieves Landscape, Inc., has met or exceeded the City's best qualified vendor selection criteria including, but not limited to, the following requirements:

¹Bidder failed to fully complete the Bid Proposal forms and did not provide letters of recommendation.

²Bidder failed to fully complete the Bid Proposal forms and did not provide letters of recommendation.

³Bidder failed to provide the minimum required labor resources and did not provide letters of recommendation.

⁴Bidder failed to fully complete the Bid Proposal forms, provide the minimum required labor resources or provide financial statements.

Award of Citywide Landscape Maintenance Services Agreement

June 11, 2019

Page 3

-
- The vendor's ability, capacity, and skill to perform the contract.
 - The vendor's ability to provide the requested services promptly without delay or service interruption.
 - The vendor's ability to demonstrate trustworthiness, quality, fitness, capacity and experience to satisfactorily perform.
 - The vendor's character, integrity, reputation, judgement, references, experience and efficiency.
 - The vendor's quality of the performance history and record on previous contracts with the City.
 - The vendor's ability to demonstrate prior, current, and continued compliance during the contract term with all applicable federal, state and local laws.

Staff has also determined that Nieves Landscape, Inc., has met all of the requirements of the Bid Proposal as follows:

- A demonstrated capacity and work history providing the full services required by the Specifications
- A statement of acceptance of all terms in the Citywide Landscape Maintenance Services Agreement
- Experience, including the fact that Nieves Landscape, Inc., has provided fully satisfactory landscape maintenance services to the City of Laguna Hills for the past ten year
- Qualifications of the company and their designated staffing
- Letters of recommendations
- Financial Statements
- Schedule of Performance
- Available Equipment
- Full completion of the Bid Proposal forms and additionally provided information
- Full compliance with the Labor Resources requirements
- Current Licensing and Certifications
- Attendance at the Mandatory Pre-Bid Meeting held on May 2, 2019

Award of Citywide Landscape Maintenance Services Agreement

June 11, 2019

Page 4

Nieves Landscape, Inc., is a family owned company with demonstrated reliability that always seeks to meet the expectations of their clients. They maintain a personnel safety program, staff skills training and a current equipment inventory. As a part of their management of this contract, they have outfitted all vehicles with GPS tracking and established a “GPS fence line” to monitor the efficiency of their crews.

The evaluation of the Bid Proposal provided by Nieves Landscape, Inc., results in the recommendation to award the Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc. in the annual Base Bid amount of \$1,042,896.00. The initial Term of the Agreement begins on July 1, 2019, for a period of five years. The Agreement, with relevant parts of the Nieves Landscape, Inc., Bid Proposal, is attached.

Integrated Pest Management

The Notice Inviting Bids and Specifications for the Citywide Landscape Maintenance Services requires the Contractor to comply with the City of Laguna Hills Integrated Pest Management (IPM) Guidelines, included as an appendix thereto, and, as well, that the Contractor develop and submit their own IPM, if awarded the Citywide Landscape Maintenance Services Agreement.

The City’s IPM requires the Contractor to follow a regimented series of steps before the consideration of the use of pesticides, regardless as to whether the pesticides are synthetic based or an alternate product. These steps include prevention, pest and symptom identification, regular surveying of pests, establishing action thresholds and guidelines and sound management methods. Integrated pest management programs use a variety of pest control tactics in a compatible manner that minimizes adverse effects to the environment. The primary pest control tactics include cultural, mechanical, and biological options before considering the use of pesticides (synthetic or alternate). Pesticide usage is a last resort approach to address pests and pesticides are only to be used if approved by an independent Licensed Pest Control Advisor, are of the lowest available toxicity level, are applied following all recommendations of the manufacturer and consistent with appropriate regulations, and the application is approved by the City.

Although not required at the time of the submission of the Bid Proposal, Nieves Landscape, Inc., did provide their company IPM for information. This IPM is consistent with the approach that the use and application of pesticides are always to be a last resort to addressing pests. Staff is confident that the City will be able to work with

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Nieves Landscape, Inc., on an IPM program that meets our goals of limited usage of pesticides.

In preparing the Notice Inviting Bids and Specifications for the Citywide Landscape Maintenance Services, Staff took steps to take into consideration expressed community interests in reducing or eliminating the use of synthetic pesticides. Accordingly, separate and apart from the Alternate Bids described below, the Base Bid includes the following changes from our current landscape maintenance specifications to target reductions in the regular usage of pesticides (synthetic or alternate) throughout the City's Landscape Inventory.

- Eliminates the usage of pesticides around tree wells in favor of the usage of mulch and other cultural and mechanical practices to control pests.
- Eliminates the two applications of a broad spectrum weed control for all turf areas, typically applied each spring and fall. The application of this synthetic weed control was deleted in favor of other cultural practices.
- Eliminates other prescheduled applications of selective post-emergent pesticides.
- Requires the application of mulch on bare soil areas in lieu of the application of pesticides to control weed pests.
- Requires the Contractor to annually provide ten soil agronomy tests to aid in the determination of cultural practices for a healthy soil profile resulting in improved horticulture.
- Requires that the use of pesticides (synthetic or alternate) to be a last resort to address a pest that cannot otherwise be satisfactorily resolved. In addition, only when it has been determined and approved by the City that no alternative approach is available for the control of a particular pest, the use of the lowest toxicity level of pesticide may be applied with advanced public notice.
- Requires consideration of plant replacement materials that have lower sensitivity to pest infestations.
- Requires extensive written reports concerning a) identification of problem landscape areas, b) completed and planned work and maintenance schedules, c) irrigation system usage and irrigation system condition, d) IPM reports and reporting on similar issues.

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- Requires the holding of weekly meetings between the City and the Contractor to monitor best practices and to address pest management in the least invasive manner available consistent with the IPM.
- Requires the Contractor to submit their own Integrated Pest Management Program reducing the use of pesticides (synthetic or alternate) for City review and use during the term of the Agreement.

Taken together, these steps substantially reduce the likelihood of the use of synthetic pesticides within active recreation turf areas in all City parks. Accordingly, it is recommended the City Council proceed only with the award of the Base Bid with recognition of the above steps being taken and applied to the everyday landscape maintenance. This will facilitate the City's acknowledgement and efforts to address much of the previously expressed community concerns with usage of any pesticides and particularly the usage of synthetic pesticides.

Alternate Bids

The Notice Inviting Bids and Specifications for the Citywide Landscape Maintenance Services included three Alternate Bids. The Alternate Bids are not required to be awarded. The Alternate Bids are summarily described as follows.

1. Alternate Bid 1 established a one-year test bed of two neighborhood parks requiring an IPM approach to pests and that any use of pesticides is to be products only listed on the OMRI.org web site identifying non-synthetic pesticides. Additionally, any pesticide usage would be at the lowest toxicity level. If awarded, Alternate Bid 1 is additive to the Base Bid. The Nieves Landscape, Inc., bid price for Alternate Bid 1 is a one-time cost increase of \$25,992.00.
2. Alternate Bid 2 established an IPM approach to pests and that any use of pesticides within any active recreation area in neighborhood and sports parks is to be with products only listed on the OMRI.org web site identifying non-synthetic pesticides. Additionally, any pesticide usage would be based upon the lowest toxicity level. Additional labor resources would be provided as needed to control repetitive pests. If awarded, Alternate Bid 2 is additive to the Base Bid. The Nieves Landscape, Inc., bid price for Alternate Bid 2 is an annual cost increase of \$315,636.00.
3. Alternate Bid 3 established an IPM approach and that any use of pesticides within all areas of the City Landscape Inventory to be with products only listed on the

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OMRI.org web site identifying non-synthetic pesticides. Additionally, any pesticide usage would be based upon the lowest toxicity level. Additional labor resources would be provided as needed to control repetitive pests. If awarded, Alternate Bid 3 is a complete replacement of the Base Bid. The Nieves Landscape, Inc., bid price for Alternate Bid 3 is an annual cost of \$2,043,396.00.

Nieves Landscape, Inc., expressed in their Bid Proposal a commitment to work towards the replacement of most, if not all, synthetic pesticides with alternate products in their daily work of landscape maintenance in the City of Laguna Hills. In their Bid Proposal, they specifically stated, "The goal for all landscape areas that Nieves maintains is to achieve aesthetically pleasing settings using products less harmful to our community and the environment." Additionally, in their Bid Proposal, Nieves Landscape, Inc., notified the City they are independently investigating the use of alternate products as they stated, "Nieves is pleased to announce that we are conducting multiple pilot tests utilizing organics in herbicide and pesticide applications. We hope to report back with effective results that can be utilized by the City of Laguna Hills applications." The City will benefit from the knowledge gained from the Nieves Landscape, Inc., pilot tests being implemented in other communities.

With the evolving nature of the use of alternate products for pest control in the landscape profession and the City's awareness that other entities and contractors are testing alternative products and options available for the control of pests, Staff does not recommend the award of Alternate Bid 1, the one-year two parks test bed. The City can learn from others as their programs mature. Further, the current tight financial constraints being experienced by the City make it imprudent to consider the award of Alternate Bid 2 or Alternate Bid 3.

The Notice Inviting Bids and Specifications for Citywide Landscape Maintenance had established that the award of any Alternate Bid would be time limited and expire if not activated by December 2020. However, there is a potential need to keep the Alternate Bids available to the City for an extended period of time. Staff has negotiated a Bid Proposal Amendment with Nieves Landscape, Inc., which would allow the City to activate any Bid Alternative during the entirety of the first term of the Agreement (five years). The Bid Proposal Amendment is an attachment to their Bid Proposal. If there is an interest in pursuing these Alternate Bids in the future, the City will now be able to simply amend the contract in order to implement either Alternate Bids 1, 2, or 3 in accordance with the fees, rates, and charges set forth in their Bid Proposal or, as desired, place the entirety of the Citywide Landscape Maintenance Services back out to

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bid. Activating an Alternate Bid at a later date, or going back out to bid, will allow the landscape maintenance field's use of alternate products for pest control evolve, develop better cost controls and settles on preferred alternate product solutions for pest control.

FISCAL IMPACT:

The Award of the Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc., in the low annual Base Bid amount of \$1,042,896.00 is consistent with the proposed 2019/2020 Fiscal Year Budget.

The award of Alternate Bid 1 would add a one-time cost of \$25,992.00.

The award of Alternate Bid 2 would add an annually recurring cost of \$315,636.00.

The award of Alternate Bid 3 would result in an annual Citywide Landscape Maintenance Services cost of \$2,043,396.00.

ATTACHMENTS:

- Citywide Landscape Maintenance Agreement w-attachments

CITYWIDE LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Nieves Landscape, Inc.

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and NIEVES LANDSCAPE, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced company capable of performing citywide landscape maintenance services, including, but not limited to, daily landscape maintenance of cutting, trimming, mowing, edging, raking, and weed control of city owned landscape spaces of turf, ground cover, shrubs, trees, slopes and open spaces, cleaning of playground areas, litter and trash removal, light tree trimming, planting, irrigation system maintenance and repair, backflow prevention testing, specialized sports field maintenance, synthetic turf maintenance and integrated pest management, as well as periodic, routine inspection and maintenance of specified City parks, slopes, and open space, on a regular ongoing, as well as on-call, as-needed basis (the "Project").

B. In response to City's Notice Inviting Bids and Specifications for Citywide Landscape Maintenance Services, dated April 15, 2019, Contractor has submitted to City a formal written proposal, dated May 14, 2019, (as revised June 3, 2019) to provide full-service citywide landscape maintenance services to City for the Project pursuant to the terms and conditions of this Agreement and in accordance with the General Provisions, Special Provisions, and Specifications set forth in the City's Notice Inviting Bids and Specifications for Citywide Landscape Maintenance Services.

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

D. City now desires to retain Contractor to provide such work and services for the Project.

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform citywide landscape maintenance services to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated May 14, 2019, (as revised June 3, 2019) in accordance with the General Provisions, Special Provisions, and Specifications set forth in the City's Notice Inviting Bids and Specifications for Citywide Landscape Maintenance Services, dated April 15 2019, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's Notice Inviting Bids and Specifications for Citywide Landscape Maintenance Services, dated April 15, 2019, and, (3) the Contractor's signed, original Proposal/Scope of Work dated May 14, 2019 (as revised June 3, 2019) ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City in response to City's Notice Inviting Bids and Specifications for the Project, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Notice Inviting Bids and Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B," respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Notice Inviting Bids and Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Notice Inviting Bids and Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

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

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

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

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

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

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

1.9 Prevailing Wages.

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

1.9.2 Labor Code/DIR Compliance. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

(D) Pursuant to California Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

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

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

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

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

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance

with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

(I) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City’s ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan (“DAMP”), the City of Laguna Hills Local Implementation Plan (“LIP”), and the applicable Water Quality Management Plan (“WQMP”). Such documents contain the Model Maintenance Procedures with Best Management Practices (“BMPs”). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 Compliance with Public Contracts Code. The Parties expressly understand, acknowledge and agree that in accordance with the Public Contract Code, the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code, performed by Contractor under this Agreement shall be limited to Task Orders of \$5,000 or less; and that the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code estimated to be in excess of \$5,000 shall be subject to a separate public works Invitation for Bid (IFB) and, pursuant to State law, shall be competitively bid. It is understood, acknowledged and agreed by the Parties that competitive bidding for public works contracts for "Public Projects" over \$5,000 is required. (Cal. Pub. Cont. Code § 20162.)

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that

are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

1.13 Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any Work and/or Services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total maximum contract amount of Five Million Eight Hundred Thousand Dollars (\$5,800,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) for the first Fiscal Year (i.e., from July 1, 2019, through June 30, 2020), which sum shall not exceed One Million One Hundred Twenty Seven Thousand Five Hundred Dollars (\$1,127,500.00) for the second Fiscal Year (i.e., from July 1, 2020 through June 30, 2021), which sum shall not exceed One Million One Hundred Fifty Five Thousand Six Hundred Eighty Eight Dollars (\$1,155,688.00) for the third Fiscal Year (i.e., from July 1, 2021 through June 30, 2022) which sum shall not exceed One Million One Hundred Eighty Four Thousand Five Hundred Eighty Dollars (\$1,184,580.00) for the fourth Fiscal Year (i.e., from July 1, 2022 through June 30, 2023), and which sum shall not exceed One Million Two Hundred Fourteen Thousand One Hundred Ninety Four Dollars (\$1,214,194.00) for the fifth Fiscal Year (i.e., from July 1, 2023 through June 30, 2024) (hereinafter referred to as the "Maximum Annual Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor

within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from July 1, 2019, through June 30, 2020). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance set forth in Contractor's Proposal/Scope of Work (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full

force and effect for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option") under the same terms and conditions.

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

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not

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

4.4 Independent Contractor.

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

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

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 **Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance

showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

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

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

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

5.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole or active negligence or willful misconduct.

7. REPORTS AND RECORDS

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

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

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

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

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

parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

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

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

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Contractor :</u>	Nieves Landscaping, Inc. Attention: Greg Nieves, President 1629 E. Edinger Avenue Santa Ana, California 92705 Telephone: (714) 641-3071 Facsimile: (714) 641-8475

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No

amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“CITY”
CITY OF LAGUNA HILLS,
 a California municipal corporation

 DON SEDGWICK,
 Mayor

ATTEST:

 MELISSA AU-YEUNG,
 City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONTRACTOR”
NIEVES LANDSCAPING, INC., a
 California corporation

By: 

 GREG NIEVES,
 President & Secretary

EXHIBIT “A”**CONTRACTOR’S PROPOSAL/ SCOPE OF WORK****DATED: May 14, 2019****(as revised June 3, 2019)**

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

CITY OF LAGUNA HILLS



Citywide Landscape Maintenance Services

Bid Opening: May 14, 2019 @ 2 pm

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax
E-mail: Info@nieveslandscape.com
Website: Nieveslandscape.com

Nieves Landscape, Inc.

Maintenance Specialists
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 (714) 641-3071
 (714) 641-8475 Fax
 E-mail: Info@nieveslandscape.com
 Website: Nieveslandscape.org

COVER LETTER

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

RE: Notice Inviting Bids for Citywide Landscape Maintenance Services

We would like to thank you for the opportunity to participate in the bidding process for Citywide Landscape Maintenance Services for the City of Laguna Hills. We have had the privilege of working for the city for nearly a decade. We hope to be the successful bidder and continue our working relationship for the upcoming contract term and the years to come.

Nieves Landscape, Inc. is a full-service landscape maintenance company with over 30 years of experience. We have been providing similar services to various cities/municipalities throughout Southern California. With our work force of over 200 employees with extensive knowledge and years of experience, we are able to provide the city with the landscape services unmatched by others.

We have thoroughly reviewed the site conditions, the specifications, the scope of work and the sample landscape agreement. Nieves Landscape, Inc. is willing and able to sign and comply with the sample agreement. Our understanding of the work to perform is as follows:

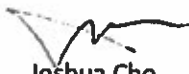
- Provide supervision, labor, equipment, and materials necessary to maintain all City of Laguna Hills Citywide Landscape Maintenance Services contract areas in a manner of highest landscape quality.
- All work to be performed in accordance with the specifications including all reports, schedules, disposal, hardscape care, proactively identifying and eliminating safety hazards, turf maintenance including aeration, over-seeding, dethatching, ground cover, shrubs, vines, inspections, fertilization per schedule, providing pest and weed control as needed, maintenance of drainage facilities, backflow repairs and certification, and maintaining and repairing of the irrigation system.

Our goal is provide most economical and professional results that the City of Laguna Hills, its residents and visitors can be pleased with.

With glyphosate being in the news in the recent days. Nieves is pleased to announce that we are conducting multiple pilot tests utilizing organics in herbicide and pesticide applications. We hope to report back with effective results that can be utilized for the City of Laguna Hills applications.

If there are any questions or concerns, Joshua Cho will be the main contact person during the bidding process.

Thank you,


 Joshua Cho,
 Business Development

Nieves Landscape, Inc.

Maintenance Specialists
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 (714) 641-3071
 (714) 641-8475 Fax
 E-mail: Info@nieveslandscape.com
 Website: Nieveslandscape.org

QUALIFICATION OF THE COMPANY

This portion of the proposal contains summary of information that qualifies Nieves Landscape, Inc. to perform the work specified in the Notice Inviting Bids for the Citywide Landscape Maintenance Services in the City of Laguna Hills.

Nieves Landscape, Inc. has been providing top-notch landscape services to clients for over 30 years.

Nieves Landscape began in 1985 with the first client being the Irvine Company. For over 30 years, Nieves Landscape has grown to service numerous municipalities, homeowner's associations (HOA's), light industrial and commercial properties.

Licenses & Identification Numbers:

CSLB License#: 674709 C-27 (Landscaping) – in good standing

DIR #: 1000012716

Federal Tax ID#: 33-0458209

California Employer ID #: 328-5431-7

California Corporation #: 1704312

California Highway Patrol ID#: 0190557

Service Areas:

Current service areas include Orange, Los Angeles, San Diego and western portion of San Bernardino counties.

Offices/ Yards:

Corporate Headquarters: Nieves Landscape, Inc.
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 Phone: 714-641-3071
 Fax: 714-641-8475

Yard locations: In the cities of Irvine, Laguna Niguel and Walnut.

QUALIFICATIONS OF MANAGEMENT STAFF



Greg Nieves – President

- Over 30 years of experience in landscape maintenance and installation experience
- California State Contractor's License – C27 (Landscaping), D49/C61
- Extensive knowledge in landscape design and horticulture



Anne Cashman – Office Manager

- Over 22 years of experience in landscape maintenance and installation industry
- Over 20 years of experience in construction services
- Orange Coast College
- Extensive knowledge in landscape design and horticulture



Joshua Cho – Business Development Manager

- Over 30 years of experience in landscape maintenance, installation and design experience
- B.S. in Landscape Architecture – Cal Poly Pomona
- Management Contact
- Quality Control

BIOGRAPHY OF KEY PERSONNEL



Sandy Nieves – Account Manager

- Over 10 years of experience in landscape maintenance and installation experience
- Horticulture Certificate – Fullerton College
- QAL
- BTI Irrigation Certification
- Traffic Control Technician Certification



Antonio Gomez Sr. – Account Supervisor

- Over 30 years of experience in landscape maintenance and installation experience
- Current Account Supervisor for City of Laguna Hills
- Experience in Sports Parks and Sport Field Management



Antonio Gomez Jr. – Project Manager

- Over 10 years of experience in landscape maintenance and installation experience
- California State Contractor's License – C27 (Landscaping)
- QAL
- Traffic Control Technician Certification



Gloria Mora – Safety & IPM Coordinator

- Over 20 years of experience in business management
- Extensive education in Occupational Safety & Health
- Traffic Control Technician Certification

Nieves Landscape, Inc.

Maintenance Specialists

1629 E. Edinger Avenue

Santa Ana, CA 92705

(714) 641-3071

(714) 641-8475 Fax

E-mail: info@nieveslandscape.comWebsite: Nieveslandscape.org**LETTERS OF RECOMMENDATION**

CITY OF LAKE FOREST



May 9, 2019

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

Mayor
Mark Tetterer

Mayor Pro Tem
Neeki Moatazedi

Council Members
Leah Basile
Dwight Robinson
Scott Voigts

City Manager
Debra DeBruhl Rose

RE: LETTER OF RECOMMENDATION FOR NIEVES LANDSCAPE INC.

To Whom It May Concern: .

In October 2012, the City of Lake Forest contracted with Nieves Landscape Inc. for Park Landscape Maintenance services. In June 2017, Nieves Landscape Inc. was awarded the contract for Medians, Parkways and Slopes services. Both services were awarded through a Request for Proposal process.

Nieves Landscape Inc. is currently responsible for Passive Park landscaping for 22 parks as well as the Medians, Parkways, and Slopes for 67 various locations throughout the City of Lake Forest.

Nieves Landscape Inc. staff is professional at all times. They are flexible and willing to offer their assistance when we have unique issues that arise at the last minute. They have been able to adapt to new requests quickly and offer different staffing levels when requested.

Based on the City's experience, I can provide this recommendation for Nieves Landscape Inc. for services. Greg Nieves and his staff are always available making them an extension of the City, versus your normal contractor-city relationship.

If you have any questions about our contract with Nieves Landscape Inc., please do not hesitate to contact me at (949) 461-3575 or mmcconaha@lakeforestca.gov.

Sincerely,

Michael McConaha
Public Works Maintenance Manager

www.lakeforestca.gov



Lake Forest, Remember the Past ~ Challenge the Future

25550 Commercentre Dr., Suite 100
Lake Forest, CA 92630
(949) 461-3400
City Hall Fax: (949) 461-3511



Jackie Kashima
Cedar Glen HOA
25885 Trabuco Rd. #9
Lake Forest, CA 92630
05/13/19

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

To Whom It May Concern:

Nieves Landscape is our contracted vendor of choice to provide landscape services to the Cedar Glen HOA. Our condominium complex consists of 321 units and has an extensive amount of trees, plants, turf and irrigation to maintain. Nieves Landscape has provided professional, comprehensive landscape work that has improved the quality of our landscaping and overall look of the community.

In addition, they are very proactive in reporting issues that arise, including emergency situations, and go above and beyond in assisting our property management company in addressing these events.

An important component for any business is to be aware and responsive to a client's needs and requests. Nieves Landscape maintains clear and constant communication with our property management company, landscape committee and board of directors. When requests have been made for changes or for improvement in a service, it is immediately addressed and remedied.

Sandy Nieves has been a pleasure to work with and provides us with great input and advice on all of our landscape related matters. She has been extremely helpful and an important resource to our landscape committee.

If you would like any further information or have questions, please feel free to contact me.

Sincerely,

Jackie Kashima
Cedar Glen HOA Board of Directors Vice President
Landscape Committee Lead
jkashimacghoa@gmail.com
(949) 292-8522

May 13, 2019

To Whom it may concern,

My name is Zsolt Vagi and I acted as a member of the board of the Pinecrest HOA in the city of Mission Viejo for 13 years (2005-2018) and am currently on the landscape committee of the HOA. I am also the owner of a residential masonry business.

I started my time on the board that had a previous landscape maintenance contract in place. Within the first year the newer board members had noticed many signs of complacency throughout our property. We went out to bid and found another small company. It turned out to be a tougher job than they had expected. 9 acres of slopes is a daunting task.

After 2 years of trying to get a handle on our neglected landscape we went out to bid once again. This time we tried to get bids from companies that were larger size than we had seen doing work for cities and larger HOA's.

Nieves Landscape presented a competitive bid and a thorough presentation of their services and goals for our community. They earned our business.

Through the following years they have helped refurbish and enhance our community. Through consistent general maintenance and grand re-landscaping of the common areas, they have become an integral part of this community.

They have helped greatly meeting the challenges of bringing our community to a more modern standard by helping us become more water wise with projects such as:

- All new irrigation timers with local weather sensors
- Updating sprinkler heads
- Quickly repairing line breaks
- Replacing turf with drought tolerant plants
- Help in the rebate application process
- Monthly audits of irrigation zones

Nieves has also done a great job of communication with the board by sending representatives to regular board meetings and doing regular community walk-throughs.

They also have the capacity to do large scale tall tree trimming. As our HOA community suggest we have a large number of mature pine trees throughout and we have employed Nieves for this after using other specialists previously. The added benefit of this was an inhouse company that was able to undertake a large and messy task and be able to repair broken sprinklers and plants efficiently. They also helped come up with a rotation schedule for our annual tree trimming in order to meet or budget.

I have, and am further pleased to recommend Nieves landscape to any potential client

Sincerely,

Zsolt Vagi

Nieves Landscape, Inc.

Maintenance Specialists
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 (714) 641-3071
 (714) 641-8475 Fax
 E-mail: Info@nieveslandscape.com
 Website: Nieveslandscape.org

EXPERIENCE**City of Lake Forest**

25550 Commercentre Dr., Suite 100
 Lake Forest, CA 92630
 Public Works Maintenance Manager: Michael McConaha
 Phone Number: (949) 461-3575

City of Mission Viejo

27204 East La Paz Rd.
 Mission Viejo, CA 92692
 Sr. Landscape Inspector: Jerry Hill
 Phone Number: (949) 470-3095
 Landscape Inspector: Raul Villalobos
 Phone Number: (949) 795-8485

City of Walnut

21201 La Puente Rd.
 Walnut, CA 91788-0682
 Superintendent Parks: Kenny Martinez
 Phone Number: (909) 598-9306

City of Orange

230 E. Chapman Avenue
 Orange, CA 92866-1508
 Sr. Landscape Director: Dana Robertson
 Phone Number: (714) 744-7283

Current Contracts with the City of Laguna Hills

Citywide Landscape Maintenance – Currently Maintaining (Since 2009)

Nieves Landscape, Inc.

Maintenance Specialists

1629 E. Edinger Avenue

Santa Ana, CA 92705

(714) 641-3071

(714) 641-8475 Fax

E-mail: info@nieveslandscape.comWebsite: Nieveslandscape.org**COMPANY'S FINANCIALS**

In attached envelope are the following:

- Interim Financial Statement – FY ending March 31, 2019 (accountant's review report in progress)
- Financial Statement – FY ending March 31, 2018
- Financial Statement – FY ending March 31, 2017

Laguna Hills Annual Schedule - Sample

Packet Pg. 319

Nieves Landscape, Inc. - Truck List

Year/Make	License Number	Vehicle ID Number
2019 Isuzu NPR-CA20	37819K2	JALC4J163K7K00003
2019 Chevy Silv. 2500	79691P2	1GC1CREY7KF152808
2019 Chevy Colorado	86440R2	1GCGSBEA1K1149147
2019 Chevy Colorado	56136S2	1GCGSCEA4K1146183
2019 Chevy Colorado	57663S2	1GCGSCEA6K1127697
2018 Isuzu NPR-CA20	36375K2	JALC4J163J7K01568
2018 Chevy Colorado	79752H2	1GCGSBEA6J1110388
2018 Chevy 4500-CA	66803G2	JALCDJ164J7K00185
2018 Chevy 4500-CA	67211G2	JALCDJ161J7K00032
2017 Dodge Ram 2500	05770G2	3C6UR4HL5HG675788
2017 Dodge Ram 2500	05772G2	3C6UR4HL2HG711548
2017 Chevy Silv 150	55700F2	3GCPCRECOHG393924
2017 Chevy Colorado	58709F2	1GCHSBEA7H1267555
2017 Chevy Colorado	58708F2	1GCHSBEA6H1213065
2017 Chevy Colorado	58710F2	1GCHSBEA3H1206915
2016 Ram ProMaster	37428X1	ZFBERFAT2G6831547
2016 Nissan NV200	52521D2	3N6CM0KN5GK693609
2016 Isuzu NPR-CA15	52206Z1	JALC4J169G7003859
2016 Isuzu NPR-CA15	52207Z1	JALC4J169G7004073
2016 Dodge Wagon	91663N1	ZFBERFBT1G6B94119
2016 Dodge Ram 1500	04852X1	1C6RR6FMXGS107489
2016 Dodge Ram 1500	65231C1	1C6RR6FM7GS175023
2016 Dodge Ram 1500	83314G1	1C6RR6KM7GS155800
2016 Chevy 3500-CA15	58747F2	54DBDJ1B4GS811300
2015 Ford F150	79638F1	1FTEW1EG7FKD28190
2015 Dodge RAM 1500	78877U1	1C6RR6FM2FS517721
2014 Jeep Patriot	7GIW586	1C4NJPBBOED851306
2014 Ford F150	36458S1	1FTMF1CM9EKF25946
2014 Dodge RAM 2500	98397M1	3C6UR4HL5EG150726
2014 Dodge RAM 2500	56128R1	3C6UR4HL9EG265748
2014 Chevy Silverado	54710N1	1GCRCPEC5EZ102679
2013 Dodge RAM 3500	34467M1	3C6UR4HL7DG511873
2013 Dodge RAM 3500	96295M1	3C63R2GL0DG564223
2012 Dodge RAM 3500	05040B1	3C63DPGL5CG152535
2012 Dodge Pickup	22941J1	3C6TD4HL4CG292752
2012 Chevy Silverado	17685J1	3GCUCUEJ4CG233848
2011 Chevy Silverado	8Z39588	3GCUCUEJ4BG157286
2010 Toyota Tacoma	8W69935	5TETX4CN8AZ674695
2010 Toyota Tacoma	8Y04972	5TETX4CN8AZ714046
2010 Toyota Tacoma	8Y46832	5TETX4CN0AZ741743
2009 Toyota Tacoma	8V69769	5TETX22N39Z667090
2009 Toyota Tacoma	8V69770	5TETX22N69Z666774
2009 Toyota Tacoma	8V69771	5TETX22N19Z667279
2009 Toyota Tacoma	8V69772	5TETX22N49Z667504
2008 Isuzu DP-CA	8V62157	JALC4J16387000313
2008 Ford Ranger	8S21730	1FTYR10D18PA97620
2008 Ford F250	8V67691	1FTSX20R38EC08788
2008 Ford F250	8V27506	1FTSX20R18EC41451
2007 GMC	8G63290	1GTDS19E778128618
2007 Ford F550-CA26	8J51766	1FDAW56P27EB32481
2007 Ford F350-CA15	8H96406	1FDWF36P67EA52532
2007 Ford F150	8K29450	1FTRX12W57KC41304
2007 Ford F150	8K29449	1FTRX12W17FA78448

Nieves Landscape, Inc. - Truck List

2007 Ford F150	8L36474	1FTRF12217NA52308
2007 Chevy Express 3500	5ZCU031	1GAHG39U871228900
2006 Isuzu NPR-CA15	14448D2	JALC4J16X67002640
2006 GMC Canyon	8F33022	1GTCS146968242260
2006 Ford F150	8B00141	1FTPW12556FA45131
2006 Chevy	7Z24009	1GCCS196X68179128
2005 GMC Z85 Pickup	35547H2	1GTCS146X58251564
2005 GMC	7U34486	1GTCS196558126562
2005 Ford Ranger	7V83153	1FTYR10U15PA54424
2005 Ford Ranger	7W12684	1FTYR10U95PA92905
2005 Ford F650-CA30	7U83042	3FRNF65E35V165263
2005 Ford F350	35548H2	1FTWX30P95EA89548
2004 Ford F350	7K99557	1FTSW30P94EE07300
2003 GMC 2500 Diesel	7D26021	1GDHC29143E161777
2003 Ford F250	7C55989	1FTNW20F13EA11407
2002 Silverado	6Y23693	1GCHC23UX2F117136
2002 GMC Dump-CA15	8J75740	J8DC4J14227000406
2002 Ford F250	8T40032	1FTNX20F02EC75066
2002 Ford F250	8R83239	1FTNX20F72EA95521
2002 Ford F250	51411H2	1FTNX20F42EC35735
2002 Ford	14782E1	1FTWW32F42EA47257
2001 Ford F450-CA15	6S34973	1FDXF46F51EB44997
2001 Ford F350	89463G2	1FTSX30F91EC72500
2001 Ford F250	7A26917	3FTNX20L61MA35678
2001 Ford F250	7L75974	1FTNW20F01ED39009
2001 Ford Comi PK	77021M2	3FTNW20L41MA40266
2000 Ford F150	6G61732	1FTZX1720YKB11857
2000 Chevy	8W81246	1GCGC33R8YF499799
1999 Isuzu Stk-CA26	54532T1	4KLC4B1R5XJ003667
1999 Ford F150	8T28768	1FTZX1728XKB20322
1999 Dodge Ram	31850E2	3B7HC13Y1XG165479
1999 Dodge Pick Up	5Z97105	1B7FL22P7XS262975
1997 Chevy	5M05381	J8BC4B1KXV7006634
1997 Chevy	8S59273	J8BC4B1K8V7006597
1996 Toyota Tacoma	5F34582	4TAVL52N7TZ098068

Nieves Landscape - Equipment List

Nieves Tag #	Model	Serial #	Manufacture
4613091	997 John Deere	TC997SC031696	John Deere
4613037	John Deere Mower JD 7700	TC7700X030227	John Deere
4622564	John Deer JD Z997 / Large Frame	1TCZ997RVFD010413/CO41877	John Deere
4613081	Tractor 4720	12V4720HTBH810527	John Deere
4613098	Tractor 3520	LV3520H358375	John Deere
4613039	997 John Deere Reel Mower	CH3013D338421	John Deere
4613040	997 John Deere Reel Mower	CH3013D338416/1TC997SCCCT072250	John Deere
4613070	John Deere Mower	TC997SC031696	John Deere
4613001	John Dere Mower	TC997SC041330	John Deere
4697034	John Deere 8700 PC FM	1TC8700XLCT050243	John Deere
4697146	John Deere Z997R 72"	1TCZ997RVHD031961	John Deere
4695372	997 Lazer (new 2015)	ITC997SCVCF080100	John Deere
4697033	John Deere Z997 R Diesel	1TCZ997RVGD020523/CO63029	John Deere
4697032	John Deere Z997 R Diesel	1TCZ997RCHD031966/CO77112	John Deere
4613018	John Deere 997	TC997SC041332	John Deere
4622024	Mower Lazer	TC997SC055591/XCH3013D317187	John Deere
4697027	John Deere 8700 PC FM	1TC8700XTCT050197	John Deere
4613076	Roller	CH3009D209911	John Deere
4613014	Reel Mower		John Deere
4622197	JD 1600 Mower	TC79SC031696/T070083	John Deere
4613076	JD 2653-B Roller	CH3009D209911	John Deere
4697118	John Deere Z997R 72"	1TCZ997RAHD040239/CO85952	John Deere
4697158	Golf Cart	W0TURFD005662	John Deere
	Gator Utility Vehicle	1MOT145EHDM080480	John Deere
4697200	JD Gator golf cart 6x4	W00CX4X23022	John Deere
4697199	Vermeer SC362 Stump-grinder	1VRF112Y2J10/02103	Vermeer
4695707	2018 Caterpillar Excavator	LI701653	Caterpillar
4695706	Gator Utility Vehicle	W0TURFD005657	John Deere
4695755	2018 Caterpillar Track Loader	TAW11657	Caterpillar

Nieves Landscape, Inc.

Maintenance Specialists

1629 E. Edinger Avenue

Santa Ana, CA 92705

(714) 641-3071

(714) 641-8475 Fax

E-mail: info@nieveslandscape.comWebsite: Nieveslandscape.org**PHOTOS**





Nieves Landscape, Inc.

Maintenance Specialists

1629 E. Edinger Avenue

Santa Ana, CA 92705

(714) 641-3071

(714) 641-8475 Fax

E-mail: Info@nieveslandscape.comWebsite: Nieveslandscape.org**ADDITIONAL INFORMATION**

- Organics/ Chemicals
- Safety
- Proposed Staffing
- Vehicle & Equipment to be assigned
- Contractor's License Information
- PWCR DIR Number
- QAL – Antonio Gomez Jr.
- QAL – Sandy Nieves
- Pest Control Business License
- Traffic Control Technician – Goloria Mora
- Traffic Control Technician – Antonio Gomez Jr.
- Traffic Control Technician – Sandy Nieve
- BTI Irrigation – Sandy Nieves
- BTI Irrigation – Salvador Gonzales
- BTI Irrigation – Jose Luis Miranda
- Worker's Compensation – Experience Modification Rate Factor Letter
- Nieves Landscape IPM Program

Nieves Landscape, Inc.

Maintenance Specialists
1629 E. Edinger Avenue
Santa Ana, CA 92705
(714) 641-3071
(714) 641-8475 Fax
E-mail: info@nieveslandscape.com
Website: Nieveslandscape.org

ORGANICS/CHEMICALS

Nieves Landscape believes in being proactive. With synthetic herbicides being in the news and the potential liability issues for the clients and the contractors along with groups advocating organic methods of herbicide/pesticide treatment. Nieves Landscape have initiated multiple pilot programs using organic methods. We have also reached out to groups and manufactures to educate ourselves and to test alternative methods to address herbicide/pesticide usage.

Nieves recognizes for a successful landscape management whether "natural/organic" or otherwise, the landscape need to be in healthy condition and thriving. Our goal is to achieve this is with proper maintenance techniques, proper watering, adequate use of fertilizers (organic or synthetic) and if necessary chemicals (organic or synthetic).

The goal for all landscape areas that Nieves maintains is to achieve aesthetically pleasing settings using products less harmful to our community and the environment.

Chemical use, organic or otherwise is the last resort.

Nieves Landscape, Inc.

Maintenance Specialists
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 (714) 641-3071
 (714) 641-8475 Fax
 E-mail: Info@nieveslandscape.com
 Website: Nieveslandscape.org

SAFETY

Nieves Landscape is committed to create a safety culture that encourages workers to establish safe habits, emphasizing the importance of safety and not taking risks or shortcuts. Providing safety training to employees to improve their knowledge and awareness of workplace hazards to help them perform their work more efficiently and safely. Our training module provided in language workers understand includes and is not limited to:

- Documented Tailgate meeting
- Roadway Safety and Drivers Training
- Heat & Illness Prevention Training
- Injury and illness Prevention Program
- First Aid Training
- Proper use and maintenance of equipment and tools
- Regular Inspections of Personal protective equipment (PPE) such as safety glasses, boots, gloves, high-visibility vest, and hearing protection.
- Emergency Action Plan
- Code of Safe Practices
- Fire Protection and Prevention
- Hazard Assessments and Safety Data Sheets
- Pesticide Training
- Noise Exposure and Hearing Protection
- Fall Protection
- Accident Investigation Program
- Near miss Accident Investigation
- Monthly Safety Training as well as Owner participation

Most accidents can be prevented by recognizing and controlling hazards in advance as well as training employees on safe work practices and effective use of personal protective equipment.

LAGUNA HILLS STAFFING - PROPOSED

- Antonio Gomez (Account Supervisor)
- 1 Cruz, Jose de Jesus
 - 2 Galicia, Jorge
 - 3 Lara, Elmer Leonardo
 - 4 Hernandez, Lester
 - 5 Galicia, Andres
 - 6 Hernandez, David G
 - 7 Aguilar, Juan
 - 8 Hernandez, Gabino Lopez
 - 9 Martinez, Rixon
 - 10 Tomas, Miguel
 - 11 Pantoja, Juan
 - 12 Jimenez, Salvador Jose
 - 13 Mozo, Simon
 - 14 Lazaro, German A.
 - 15 Echeverria, Siriaco P
 - 16 Gonzalez, Neftali
 - 17 Vasquez, Salomon L.
 - 18 Xalin, Julio Ruben Lara
 - 19 Lazaro-Zumundio, Max
 - 20 Gonzalez, Salvador (Irrigator)
 - 21 Velasco, Guadalupe
 - 22 Avila, Felix
 - 23 Espinoza C., Pedro
 - 24 Miranda-Blas, Jose Luis (Irrigator)
 - 25 Hernandez-Pineda, Raonel
 - 26 Gutierrez Torres, Marbin

Nieves Landscape, Inc.

Maintenance Specialists
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 (714) 641-3071
 (714) 641-8475 Fax
 E-mail: info@nieveslandscape.com
 Website: Nieveslandscape.org

VEHICLE & EQUIPMENT TO BE ASSIGNED

Qty	Year	Make	Model	ID #
1	2014	Dodge	Ram 2500	3C6UR4HL9EG265748
1	2014	Ford	F 150	1FTMF1CM9EKF25946
1	2015	Ford	F 150	1FTEW1EG7FKD28190
1	2015	Dodge	Ram 2500	1C6RR6FM2FSS81502
1	2016	Isuzu	NPR	JALC4J169G7004073
1	2017	Dodge	Ram 2500	3C6UR4HL5HG675788
1	2018	Chevy	4500	JALCDJ161J7K00032
1	2018	Isuzu	NPR	JALC4J163J7K01568
1	2019	Chevy	Colorado	1GCGSCEA6K1127697

Qty	Year	Make	Model	ID #
1	2010	John Deere	Tractor 4720	12V4720HTBH810527
1	2010	John Deere	Tractor 3520	LV3520H358375
1	2010	John Deere	John Deere 8700 PC FM (Reel Mower)	1TC8700XLCT050243
1	2014	John Deere	Golf Cart	W0TURFD005662
2	2017	John Deere	997 John Deere	TC997SC031696
1	2017	John Deere	John Deere Z997R 72"	1TCZ997RVHD031961

Note: some of the larger equipment listed above are older than 5 years. These units are not used daily and have longer life span. Nieves Landscape on a regular basis evaluate the vehicles and equipment for updates or replacements.

Contractor's License Detail for License # 674709

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click or link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

NIEVES LANDSCAPE INC
1629 E EDINGER AVENUE
SANTA ANA, CA 92707-5015
Business Phone Number:(714) 641-3071

Entity Corporation
Issue Date 07/22/1993
Expire Date 07/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 70718347

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual GREGORIO JOSEFINO NIEVES certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/19/1998

Workers' Compensation

This license has workers compensation insurance with the STARSTONE NATIONAL INSURANCE COMPANY

Policy Number:T10190883

Effective Date: 04/08/2019

Expire Date: 04/08/2020

Workers' Compensation History

Other

Registration Payment Success

Page 1 of 1

Registration Complete! Thank you for your payment.

Your PWCR registration and payment were submitted on 06/15/2018 at 02:38 PM. If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

Registration for Fiscal Year: 2019

PWC Registration Number: 1000012716

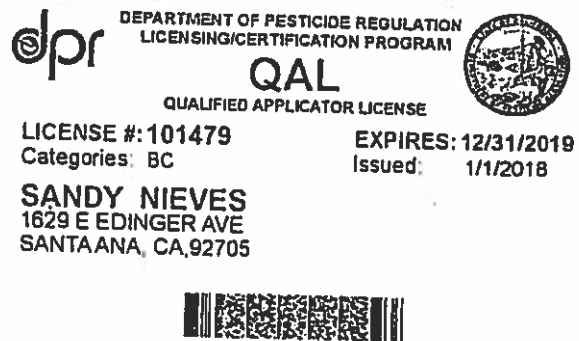
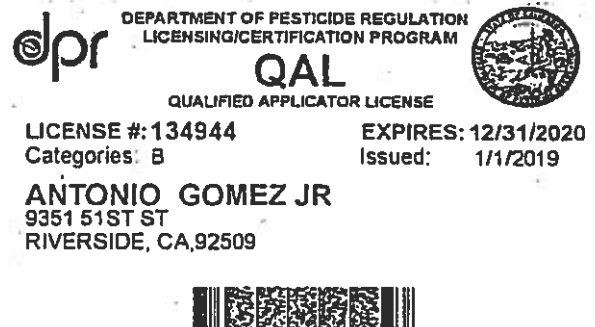
Contractor Legal Name: NIEVES LANDSCAPE, INC.

Contractor Legal Entity: Corporation

Payment Amount: \$400.00

Payment Method: ACH

Payment Confirmation Number: P9APKPJZZZPC5



This License must be shown to any representative of the Director or Commissioner upon request.

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=paymentComplete>

6/15/2018

Packet Pg. 332

Attachment: Citywide Landscape Maintenance Agreement w-attachments (1880 : Award of Citywide Landscape Maintenance Services

**CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION**

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2018
EXPIRES: December 31, 2019

**Pest Control Business - Main
LICENSE
LICENSE NO. 33437**

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

NIEVES LANDSCAPE, INC.
1629 E EDINGER AVE
SANTA ANA, CA 92705

Business Location

NIEVES LANDSCAPE, INC.
1629 E EDINGER AVE
SANTA ANA, CA 92705

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Certificate of Completion



Is Awarded to

GLORIA MORA

FEBRUARY 14, 2019

On this date

Traffic Control Technician

Training Course

California State specific training in basic traffic control for temporary traffic control zones.

This certificate signifies the successful completion of Classroom instruction consisting of 8 hours in basic traffic control. Awarded to the employee of: Cornerstone Landscape Care, Inc.


Signature of Trainer / Evaluator

Certificate of Completion



Is Awarded to

ANTONIO GOMEZ JR.

FEBRUARY 14, 2019

On this date

Traffic Control Technician

Training Course

California State specific training in basic traffic control for temporary traffic control zones.

This certificate signifies the successful completion of Classroom instruction consisting of 8 hours in basic traffic control. Awarded to the employee of: Nieves Landscape, Inc.


Signature of Trainer / Evaluator

Certificate of Completion

Myers & Sons
HI-WAY your worksite armor
SAFETY Inc.

Is Awarded to

SANDY NIEVES

FEBRUARY 14, 2019

On this date

Traffic Control Technician

Training Course

California State specific training in basic traffic control for temporary traffic control zones.

This certificate signifies the successful completion of Classroom instruction consisting of 8 hours in basic traffic control. Awarded to the employee of: Nieves Landscape, Inc.



Signature of Trainer / Evaluator







December 11, 2018

Re: Nieves Landscape, Inc.
Experience Modification Rating

To Whom it May Concern,

The experience modification rating factor, as set forth by the Workers Compensation Rating Bureau, is 110% for the year of 2019.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Brigid Lopez
Account Manager
blopez@adamsonmcgoldrick.com

Nieves Landscape IPM program

Landscape pests can pose a significant problem to people, property and the environment. Pesticides and herbicides can also pose risks to people, property, and the environment. It is therefore the Policy of **Nieves Landscape, Inc. (Nieves)** to incorporate Integrated Pest Management (IPM) procedures for control of landscape pests.

Landscape pests will be managed to reduce any potential human and landscape health hazards to protect against a significant threat to public safety, to prevent damage to City's property, and to enhance the quality of life for residents, city employees and Nieves' staff.

The choice of using chemical pesticides will be based on a review of all other known options and a determination that these options are not acceptable or feasible. Cost or staffing consideration alone will not be adequate justification for use of chemical control agents. Selected non-chemical pest management methods will be implemented, whenever possible to provide the desired control. It is the policy of **Nieves Landscape** to utilize IPM principles to manage pest populations adequately. The full range of alternatives, including no action will be considered. When it is determined that a pesticide or herbicide must be used in order to meet the pest management goals, the least hazardous material will be chosen.

The IPM Coordinator/Nieves Landscape staff will be educated about the potential pest problems and the IPM policies and procedures to be used to achieve the desired pest management objectives.

The IPM Coordinator/Nieves Landscape staff will maintain records of pesticide and herbicide use and will notify the City's staff of upcoming pesticide treatments. Notices will be posted in designated areas at each site.

Pesticide purchase will be limited to the amount authorized for use. Pesticide will be stored and disposed in accordance with the label directions and state regulations. Pesticides will be stored in an appropriate secure site not accessible to unauthorized personnel.

Pesticide applicators will be educated and trained in the principles and practices of integrated pest management and use of pesticides. They will follow regulations and label precautions.

IPM Management

The IPM Coordinator will design a pest management system and maintain IPM Policies. The IPM Coordinator and or authorized personnel is the person who observes and evaluates the site or directs others to do so and decides what needs to be done to achieve the site management objectives.

IPM Cycle

INSPECTION – Inspection of all facilities and grounds will be conducted monthly basis. A detailed inspection of each locations will be conducted annually to determine the conditions for pests and to develop a list of landscape improvements.

IDENTIFICATION – Accurate identification of pest is a vital part of ensuring that proper control methods will be used.

ACTION – Habitat modifications, exclusions, repair, and sanitation efforts will be the first actions considered. Action threshold will be considered before any other actions are considered. Then action threshold will reflect how many pests can be tolerated for a specific site. The presence of some pests does not in itself necessarily require action.

EVALUATION – If it is determined that further action is needed then there will be a follow up with an appropriate pesticide approved by the IPM Coordinator or authorized personnel.

Outdoor IPM Strategies

Turf Pest such as board-leaf and grassy weeds. Insects such as beetle grubs or sod webworms and turf disease.

Ornamental pest such as plant diseases, insects such as trips, aphids, Japanese beetles and bagworms.

Turf: Lawns, Athletic Fields and Playgrounds

- Select turf types best adapted for the area
- Adjust mowing height to grass type
- Vary mowing patterns to reduce soil compaction
- Do not over or under water turf water in the "A.M."
- Provide good drainage
- Periodically inspect turf for evidence of pest or diseases
- Have soil analyzed to determine fertilizer requirements
- Time fertilizer applications on an appropriate time
- Aerate soil periodically

Ornamental Shrubs and Trees

- Apply fertilizer to annual and perennials during active growing season
- Apply fertilizer to trees and shrubs early in the growth season or during the dormant season
- Prune branches to improve plants and prevent access by pest to structures
- Periodically inspect plants for evidence of pest or disease
- Remove susceptible plants if a plant disease recurs and requires too many resources to keep healthy
- Select replacement plants from among the disease resistant types

Pesticide/Herbicide Applications

The IPM coordinator must approve applications

- An appropriate application uses the least toxic and most effective pesticide or herbicide
- Applications should be applied by qualified applicators
- Applications will be applied when occupant are not expected to be present for at least 12 hours. A sign will be posted 48 hours before the application.
- Applications will be applied according to label directions
- Proper protective clothing or equipment will be used when applying chemicals.
- Areas will be properly vented after application

Storing Pesticides

- Pesticide and herbicides will be stored off site or in buildings that are locked and inaccessible to all undesignated personnel.

The storage area will have adequate ventilation.

- Pesticide and herbicides will be stored in separate locations.
- Storage facilities will be such that the risk of flooding and contaminating the environment will be minimal.
- The storage area will be free of ignition sources
- All pesticide and herbicides will be stored in their original containers with secure lids.
- If pesticide and herbicides are stored in occupied buildings precautions will be taken to ensure that the air in the storage space has no chance of mixing with the air in the central ventilation system. Containers will be inspected routinely for leaks.

Posting and Notification

State law requires to notify the public and staff of impending pesticide applications 48 hours in advance. Notices will be posted in the areas to be treated.

Evaluation and Recordkeeping

- Recordkeeping allows the IPM Coordinator to evaluate the IPM Program.
- A pest management log will be maintained and kept in the office of the IPM Coordinator. It will include pesticide use records that meet the requirements of the California Department of Agriculture.
- Copies of the Integrated Pest Management Plan will be kept in the IPM Coordinator's Office.
- A copy of the EPA-registered label and the current MSDS for each pesticide and herbicide product used.
- The Following forms will be filled in the IPM Coordinator's Office.
- Approval for Yellow and Red List Products
- Emergency Treatment Request
- Registration Notification Documentation
- Pest Management Log
- Incidental Use Letters
- Documentation of Training
- Request/Complaints relating to pest problems
- Contracts and records dealing with professional pest control services

The use of pesticides is often a last resort measure.

CITY OF LAGUNA HILLS
 BID PROPOSAL FOR
 CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Proposal Submission Requirements

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Landscape Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A statement and documentation of the Company's financial condition.
4. A proposed Schedule of Performance.
5. An inventory of the Bidder's equipment (excluding hand tools).
6. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
7. All the following Bid Proposal pages.

BIDDER'S NAME: Nieves Landscape, Inc.

**CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

TO CITY OF LAGUNA HILLS:

The undersigned CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Citywide Landscape Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR agrees to enter into the attached Draft Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR acknowledges that it is the City's intention to award a Citywide Landscape Maintenance Services Agreement for a period commencing on July 1, 2019.

CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

CONTRACTOR'S NAME: Nieves Landscape, Inc. DATE May 7 2019

CONTRACTOR'S ADDRESS:

1629 E. Edinger Avenue

Santa Ana, CA 92705

BY Greg Nieves

TITLE President

(Signature)

PHONE (714) 641-3071

BY Greg Nieves

TITLE Secretary

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

/

/ Continued next page

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name Nieves Landscape, Inc.

Business Address 1629 E. Edinger Avenue, Santa Ana CA 92705

FAX No. (714) 641-8475

Telephone (714) 641-3071

E-Mail address: info@nieveslandscape.com

State Contractor's License No. and Class 674709 C-27

Original Date Issued 07/22/93 Expiration Date 07/31/19

Years this Company has been in the Maintenance Business 33 years

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

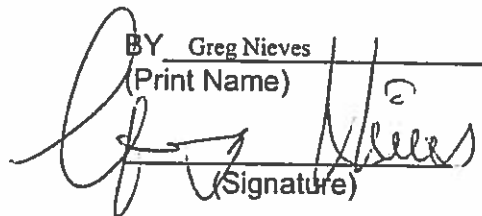
Greg Nieves, President 1599 Parkridge Ave., Norco CA 92860 (714) 240-6952

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

NBI Landscape Development

BY Greg Nieves
(Print Name)

(Signature)

TITLE President

DATE May 7, 2019

Continued next page

BIDDER'S NAME: Nieves Landscape, Inc.

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which CONTRACTOR has current contracts for maintenance services:

1. Agency: City of Mission Viejo
 Address: 27204 East La Paz Road, Mission Viejo CA 92691
 Telephone: (949) 795-8405
 Primary Contact Person/Title: Jerry Hill, Operations Manager Public Works
 Years of service with this Agency: 15 Type of Work: Annual Landscape Maintenance
 Term of Agreement: 07/01/17 - 06/30/21 Expiration Date: 06/30/21
2. Agency: City of Walnut
 Address: 21201 La Puente Road, Walnut CA 91788
 Telephone: (909) 598-5605
 Primary Contact Person/Title: Kenny Martinez, Maintenance Manager
 Years of service with this Agency: 13 Type of Work: Annual Landscape Maintenance
 Term of Agreement: 07/01/16 - 06/30/21 Expiration Date: 06/30/21
3. Agency: City of Lake Forest
 Address: 25550 Commerecentre Dr., Suite 100, Lake Forest CA 92630
 Telephone: (949) 461-3575
 Primary Contact Person/Title: Michael McConaha, Public Works Maintenance Manager
 Years of service with this Agency: 10 Type of Work: Annual Landscape Maintenance
 Term of Agreement: 07/01/15 - 06/30/20 Expiration Date: 06/30/20

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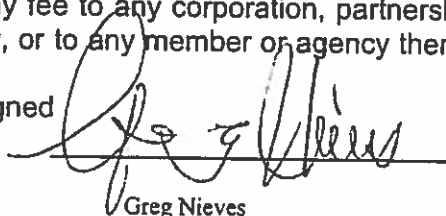
BIDDER'S NAME: Nieves Landscape, Inc.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

Greg Nieves, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed



Greg Nieves

Name (print)

President

Title

May 7, 2019

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

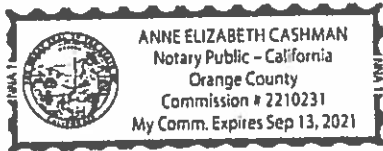
STATE OF CALIFORNIA

County of Orange }On May 7, 2019
Date

before me,

Anne Elizabeth Cashman, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Greg Nieves
Name(s) of Signer(s)

Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion AffidavitDocument Date: May 7, 2019 Number of Pages: One (1)Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Greg Nieves☐ Individual☒ Corporate Officer — Title(s): President, Secretary☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

Nieves Landscape, Inc.

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

BIDDER'S NAME Nieves Landscape, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

BASE BID

Citywide Landscape Maintenance Services Monthly Cost \$ 86,908.00 /month

X 12 months

= Annual Cost Base Bid \$ 1,042,896.00

Total Annual Cost Bid in Words:

One Million Forty-two Thousand Eight Hundred Ninety-six DOLLARS and NO CENTS

For internal accounting purposes, please identify the monthly cost, included above, for
the Civic Center Landscape Maintenance Services \$ 2,400.00 /month

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BIDDER'S NAME Nieves Landscape, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

ALTERNATE BID 1 (ADDITIVE)

A one-year test of the use of Alternate Pest Control Products at all active areas at two specified park sites:

$$\begin{aligned} & \$ \frac{2,166.00}{\text{X } 12} \text{ /month} \\ & = \text{Annual Cost Alternate Bid 1: } \$ \underline{25,992.00} \end{aligned}$$

ALTERNATE BID 2 (ADDITIVE)

The use of Alternate Pest Control Products at all active areas in all park sites:

$$\begin{aligned} & \$ \frac{26,303.00}{\text{X } 12} \text{ /month} \\ & = \text{Annual Cost Alternate Bid 2: } \$ \underline{315,636.00} \end{aligned}$$

ALTERNATE BID 3 (REPLACEMENT OF BASE BID)

The use of Alternate Pest Control Products at all landscape maintenance areas:

$$\begin{aligned} & \$ \frac{170,283.00}{\text{X } 12} \text{ /month} \\ & = \text{Annual Cost Alternate Bid 3: } \$ \underline{2,043,396.00} \end{aligned}$$

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BIDDER'S NAME Nieves Landscape, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

UNIT PRICES BID

- | | |
|---|------------------------------|
| a) General Landscape Maintenance | \$ <u>435.00</u> /acre/month |
| b) General Turf Maintenance | \$ <u>858.00</u> /acre/month |
| c) Turf Fertilization | \$ <u>575.00</u> /acre |
| d) Turf Aerification | \$ <u>350.00</u> /acre |
| e) Turf Dethatching and Over seeding | \$ <u>2,450.00</u> /acre |
| f) Turf Sod remove and install | \$ <u>2.45</u> /square foot |
| g) Annual Color (4") provided and installed | \$ <u>2.10</u> /each |
| h) Premium Annual (4") provided and installed | \$ <u>3.75</u> /each |
| i) Ground Cover Flats provided and installed | \$ <u>28.00</u> /each |
| j) One (1) Gallon plant provided and installed | \$ <u>10.00</u> /each |
| k) Five (5) Gallon shrub provided and installed | \$ <u>30.00</u> /each |
| l) Fifteen (15) Gallon shrub provided and installed | \$ <u>95.00</u> /each |
| m) Fifteen (15) Gallon tree provided and installed | \$ <u>115.00</u> /each |
| n) 24-inch Box tree provided and installed | \$ <u>375.00</u> /each |
| o) Mulch provided and installed | \$ <u>65.00</u> /cubic yard |
| p) Erosion control materials provided and installed | \$ <u>6.25</u> /linear foot |

Continued next page

BIDDER'S NAME Nieves Landscape, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

PERSONNEL

In addition to one superintendent and two irrigation specialists to be provided on a daily basis for this Project, and in addition to occasional specialty workers or subcontractors, Bidder shall provide the following minimum daily personnel count for this Project and state the number of personnel committed to this Project:

<u>Staff</u>	<u>Minimum Requirement</u>	<u>Bidder's Proposal</u>
Superintendent	1	<u>1</u>
Forepersons	2	<u>2</u>
Laborers	20	<u>20</u>
Irrigation specialists	<u>2</u>	<u>2</u>
Minimum Required Staff	25	<u>25</u>
Total Bidder's Staff		

The above labor summary is deemed to include a dedicated two-person crew for daily maintenance of the Community Center and Sports Complex as specified. Said crew shall provide five days per week service at the complex. In addition, one laborer shall be provided for all weekends and holidays resulting in seven days per week service at this location.

To insure the Contractor provides a satisfactory level of performance, the City may require more manpower to be provided at any time depending on the Contractor's ability to perform all work efficiently and according to all specifications. Any adjustments to manpower must occur immediately when requested by the City Representative at no additional cost.

EQUIPMENT INVENTORY

Contractor shall provide, as a separate attachment, the model, make and year of the primary equipment proposed to be used on this Project. Do not list hand tools.

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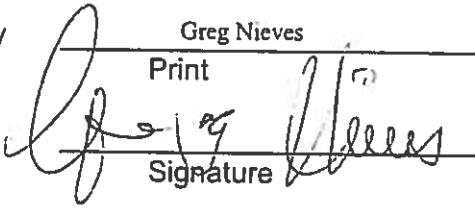
CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 7 day of May, 2019.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LPMC 3-08.090 and 3-080.100.

CONTRACTOR NAME: Nieves Landscape, Inc.

By Greg Nieves
Print

Signature
President
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of OrangeOn May 7, 2019

Date

before me,

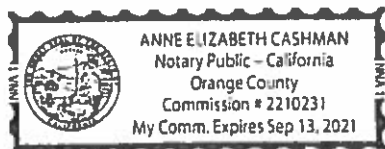
Anne Elizabeth Cashman, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Greg Nieves

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Bid SheetDocument Date: May 7, 2019Number of Pages: One (1)Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Greg Nieves☐ Individual☒ Corporate Officer — Title(s): President, Secretary☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

Nieves Landscape, Inc.

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

Nieves Landscape, Inc.

Maintenance Specialists
 1629 E. Edinger Avenue
 Santa Ana, CA 92705
 (714) 641-3071
 (714) 641-8475 Fax
 E-mail: info@nieveslandscape.com
 Website: Nieveslandscape.org

June 3, 2019

Kenneth H. Rosenfield, P.E.
 Assist. City Manager/ Public Services Director
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

RE: Bid Proposal Amendment Letter - Notice Inviting Bids and Specifications for the Citywide Landscape Maintenance Services

Dear Mr. Rosenfield,

Thank you again for the opportunity to continue providing landscape maintenance services to the City of Laguna Hills.

Per the Bid Proposal submitted on May 14, 2019, Nieves Landscape, Inc. offers to amend the timeframe for activation of Bid Alternates 1, 2 and 3 as follows:

1. Nieves Landscape, Inc., agrees to maintain the viability of the use of Bid Alternate 1, Bid Alternate 2 and Bid Alternate 3 for the full initial Term of the Agreement.

Please feel free to contact me with any questions or concerns.

Thank you,



Joshua Cho,
 Business Development
 714 936-8862

EXHIBIT “B”

CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

DATED: APRIL 15, 2019



CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Issued: April 15, 2019

Mandatory Pre-Bid Meeting: May 2, 2019 at 10:00 am

Bid Opening: May 14, 2019 at 2:00 pm

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expires 6/30/20

Date

CITY OF LAGUNA HILLS
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CITYWIDE LANDSCAPE MAINTENCE SERVICES

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**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as AGENCY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications and Citywide Landscape Maintenance Services Agreement on file in the City Clerk's Department of the City of Laguna Hills.

Bids for a Base Bid and Alternate Bids will be received by the City Clerk at the City of Laguna Hills until 2:00 pm on the 14th day of May 2019, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."** The determination of the lowest bid value shall be based upon a comparison of the Base Bid only.

MANDATORY PRE-BID MEETING ATTENDANCE – Any Bidder intending to submit a Bid Proposal for this Project shall attend a Pre-bid Meeting to be held on May 2, 2019, promptly beginning at 10:00 am. The meeting shall be held in the City Council Chambers of the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA, 92653. In order for a Bidder's Bid Proposal to be considered by City as being responsive, Bidder shall have attended the entirety of the Mandatory Pre-Bid Meeting described above.

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of all-inclusive citywide landscape maintenance services, including, but not limited to, daily inspection and landscape maintenance of cutting, trimming, mowing, edging, raking, and weed control of landscape areas of turf, ground cover, shrubs, trees, slopes and open spaces, cleaning of playground areas, litter and trash removal, simple tree trimming, planting, irrigation system maintenance and repair, backflow prevention testing, inspection, maintenance, irrigation repair and reporting on specified irrigated slopes, specialized sports field maintenance, synthetic turf maintenance and integrated pest management of landscape areas, on an ongoing basis (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The Agency reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures,

and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Citywide Landscape Maintenance Services Agreement, the Contractor shall possess a State of California Contractor's License as appropriate for the performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The selected company/Contractor shall enter into the City's Citywide Landscape Maintenance Services Agreement, which includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (see Appendix I) Sample

set forth in more detail as terms and conditions in the attached (see Appendix I) Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to change upon final.

Complete sets of Specifications may be obtained by request for \$20.00 (twenty dollars) from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications can be mailed for an additional \$10.00 (ten dollars) per set, or call for express delivery rates. You may obtain information regarding the Bid and plan holder's list by accessing the City's website at "www.lagunahillsca.gov", clicking on "Doing Business, Bid Opportunities, CIP/RFP," then clicking on the specific job in which you are interested. You may also access the website after the bid date to obtain information regarding the award of bid.

Dated this 15th day of April 2019.

CITY OF LAGUNA HILLS, CALIFORNIA



MELISSA AU-YEUNG
CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES AGREEMENT

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements. Bid Proposals shall consist of a Base Bid and Alternate Bids.

2. NON-COLLUSION AFFIDAVIT

Contractor shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the Bid Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3. PROPOSAL BID SHEET

Contractors shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Contractor shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Contractor, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered by messenger. However, it is the Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or

proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

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

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF CONTRACTORS

In the event that any Contractor acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Contractor is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents. Contractor shall field review the site of the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them. Before submitting its Bid Proposal, each Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

All Bid Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to Bid Proposal(s) for contracts of this nature whether the same are expressly referred to herein or not.

Any Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications and Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. **No Bids Received.** If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. **Performance Bonds.** The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. **Defects, Irregularities, and Informalities.** The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to change upon final, the selected Bidder shall hold a Contractor's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Contractor to whom the award is contemplated. No Contractor may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the attached Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to

change upon final, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

13. MANDATORY PRE-BID MEETING REQUIREMENT

Any Bidder intending to submit a Bid Proposal for this Project shall attend a Pre-bid Meeting to be held on May 2, 2019, promptly beginning at 10:00 a.m. The meeting shall be held in the City Council Chambers of the Laguna Hills Civic Center, 24035 El Toro Road, Laguna Hills, CA, 92653. In order for a Bidder's Bid Proposal to be considered by City as being responsive, Bidder shall have attended the entirety of the Mandatory Pre-Bid Meeting described above.

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Continued Next Page

CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Landscape Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Citywide Landscape Maintenance Services Agreement is attached (see Appendix I).

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BASE BID AND ALTERNATE BIDS

The Bidder shall provide bid values for the Base Bid and all Alternative Bids. Bids shall be compared on the basis of the Base Bid only for the determination of the lowest responsive Bidder. The Agency shall have the authority to select a company/Contractor to enter into the Agreement to provide services on the basis of the Base Bid and/or any combination of Alternative Bids and in accordance with the "best qualified vendor selection criteria" as described herein.

Any Alternative Bids not selected for implementation at the initiation of the Agreement, effective July 1, 2019, shall remain valid and available for the City to utilize, and the company/Contractor shall provide the services of the Alternate Bids if so selected by City at a later date, until December 31, 2020.

The Base Bid shall provide a lump sum fee for the monthly landscape maintenance as shown on the Bid Schedule of all designated City Landscape Areas (see Appendix II for a listing of the City Landscape Areas which are also depicted on the City Map attached hereto) as described herein in the Scope of Work to include the implementation of the City's Integrated Pest Management (IPM) Policy & Implementation Guidelines (see Appendix III). In addition to the lump sum monthly price for landscape maintenance, Bidder shall provide unit prices for work as specified for use in determining compensation for extra work, for adding or deleting landscape maintenance areas and for price comparisons of the Scope of Work. No extra work shall be performed unless first authorized by the issuance of a Task Order.

Three Alternate Bids shall also be provided by the Bidder to include:

Bid Alternate 1 – This will be an additive Alternate Bid. This Alternate Bid shall specify two neighborhood parks for a one-year test of the use of alternate pest control products. Landscape maintenance services shall be provided at these two park sites consistent with all of the specifications herein except that no synthetic products shall be utilized for pest control on any areas commonly utilized by the public, such as all turf areas and playground areas. Alternate pesticide products and, as necessary, additional labor resources, shall be utilized in these two selected neighborhood parks for all pest control. The alternate pesticide products shall be recommended by a licensed Pest Control Advisor and submitted for City review and approval. Alternate pesticide products shall be labeled with a Signal Word not exceeding "CAUTION" as defined by the Environmental Protection Agency (EPA) in accordance with provisions of "40 CFR § 156.64 - Signal word". In addition, all products proposed for use shall be listed on the www.omri.org web site.

The designated neighborhood parks for this Alternate Bid 1 shall be Veeh Ranch Park and Mandeville Park. The Contractor shall document the conditions in these park sites to include, but not be limited to, the following. 1) At initiation of Project services, photo documentation, including ground and aerial drone photographs and video, of the entirety of each site. 2) An initial set of four comprehensive soil agronomic analyses of samples taken and evaluated at each of these park sites. 3) A quarterly repetition of the four comprehensive soil agronomic analyses of samples taken and evaluated at each of these park sites. 4) A quarterly report of overall landscape maintenance performance, soil conditioning efforts made and integrated pest management services provided to date including an objective evaluation of the results of these services. 5) At the completion of the one-year test, provide a report of the evaluation of this test including photo documentation, including ground and aerial drone photographs and video, of the entirety of each site, an analysis of the integrated pest management services, a detailed financial cost analysis and an analysis of the condition of the landscape. All costs for services, including the need for additional labor resources, shall be substantially detailed for a one-year period of evaluation. See Scope of Work for additional details.

Bid Alternate 2 – This will be an additive Alternate Bid. This Alternate Bid shall consist of the application of all landscape maintenance services, as described herein, at all neighborhood parks and sports parks per the Inventory for Landscape Maintenance Areas, except that no synthetic products shall be utilized for pest control on any areas commonly utilized by the public, such as all turf areas and playground areas. Alternate pesticide products and, as necessary, additional labor resources, shall be utilized in these parks for all integrated pest control. The Alternate pesticide products shall be recommended by a licensed Pest Control Advisor and submitted for City review and approval, the products shall not exceed the "Caution" signal word as defined above, and all proposed products for use shall be listed on the www.omri.org web site. The Contractor shall document the

conditions in these park sites to include, but not be limited to, the following. 1) At initiation of Project services, photo documentation, including ground and aerial drone photographs and video, of the entirety of each site. 2) An initial set of one comprehensive soil agronomic analyses of samples taken and evaluated at each of the park sites. 3) An annual repetition of the comprehensive soil agronomic analyses of samples taken and evaluated at each of these park sites. 4) An annual report of overall landscape maintenance, soil conditioning efforts made and integrated pest management services provided to date including an objective evaluation of the results of these services and repeat photo documentation. All costs for services, including the need for additional labor resources, shall be substantially detailed. See Scope of Work for additional details.

Bid Alternate 3 – This Alternate Bid 3 shall be a replacement for the Base Bid. This Alternate Bid shall consist of the application of all landscape maintenance services, as described herein, at all landscape areas, except that no synthetic products shall be utilized for integrated pest control on any City Landscape Area. Only alternate pesticide products and, as necessary, additional labor resources, shall be utilized for all integrated pest control services, the products shall be recommended by a licensed Pest Control Advisor and submitted for City review and approval, the products shall not exceed the “Caution” signal word as defined above, and all proposed products for use shall be listed on the www.omri.org web site. Representative landscape areas, as selected by City, shall be photo documented prior to the start of services, one comprehensive soil agronomy analysis shall be taken and evaluated at each of the selected areas at the beginning of services and annually thereafter, and all costs for services shall be substantially detailed. See Scope of Work for additional details.

4. AWARD OF CITYWIDE LANDSCAPE MAINTENANCE SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Citywide Landscape Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the best qualified vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation

charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. **Notice Inviting Bids.** Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. **Public Notice.** The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. **Bid Opening Procedure.** Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. **Rejection of Bids.** The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. **Tie Bids.** If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. **Award of Contracts.** Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Company/Contractor to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Draft Landscape Maintenance Services Agreement.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2019, and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the five-year Initial Term of the Agreement.

6. METHOD OF PAYMENT

The Contractor shall present, for the previous month, a monthly invoice for the contracted monthly amount for regular maintenance for the lump sum price proposed and, separately, for any extra work as preauthorized by Task Order as issued by City. The monthly invoice shall be accompanied with a narrative

description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any extra work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. COMPENSATION

Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the lump sum price bid for monthly landscape maintenance and no additional compensation will be allowed therefore. The general work activities (for a complete list, consult the Special Provisions within these Specifications) included in the monthly lump sum price shall include, but not be limited to, the following work within the Inventory of Landscape Areas (see Appendix II):

- a) Daily, weekly, monthly, quarterly, and annual landscape maintenance services of all landscape areas as identified in the Inventory for Landscape Maintenance Areas (see Appendix II).
- b) Mowing, edging, aerating, raking, de-thatching, fertilizing, of all turf areas on a weekly basis. Fertilization per schedule, as specified and as directed. Sodding, seeding, and topdressing as required.
- c) Scalping, de-thatching, aerating, raking, fertilizing and over seeding of selective turf areas each fall.
- d) Weekly, monthly, or quarterly trimming, weed removal, litter removal, raking, aerating, and fertilizing of ground cover, shrub and landscape areas.
- e) Daily cleaning services of playground areas to include blow off of sand from rubber and hard surfaces, sifting of sand for debris, raking of sand, and leaf and litter removal.
- f) Removal of trash from all waste receptacles three times per week or as directed.
- g) Annual and/or as needed simple trimming of trees by ground personnel with pole prunes as directed.
- h) Daily, Weekly and Monthly inspection of landscaping health, soil conditions, turf and landscape conditions, slope conditions and open

space conditions to include monitoring and reporting of all findings and identifying actions taken to resolve adverse conditions.

- i) Monthly inspection, maintenance, and irrigation repair of, and reporting on the condition of, all irrigated slopes as identified in the Inventory for Landscape Maintenance Areas (see Appendix II)
- j) Use of a state-licensed and county certified subcontractor for annual backflow prevention testing, repair, and certification meeting the City's satisfaction and the standards of the El Toro Water District and Moulton Niguel Water District including the completion of water district forms, coordinating inspections, and performing any and all repairs as required (see Appendix VII).
- k) Replacement of color plantings where specified at the Laguna Hills Community Center and Laguna Hills Civic Center up to five (5) times per year as directed.
- l) Weekly inspection of all irrigation systems for leaks, head adjustments and worn part replacements including logging and reporting of all findings and identifying actions taken to resolve adverse conditions. Perform all irrigation system repairs and supplying of all necessary parts equal to or better than original parts, except those specified as extra work. Included repairs include the replacement or repair of any irrigation parts (heads, valves, supply lines, laterals, wires, and appurtenances) not fully functioning for any reason with parts approved by City. All repairs to occur within 24 hours of the identification of the needed repair.
- m) Annual donation of up to 300 one-gallon plants and 15 fifteen-gallon trees in support of City scheduled volunteer days. Contractor shall also assist with delivering, locating plants/trees and cleaning the planting areas, watering the new plant material and assisting the Parks Supervisor as needed.
- n) The unique landscape maintenance requirements of the Community Center and Sports Complex at 25555 Alicia Parkway, Laguna Hills, CA.
- o) The unique landscape maintenance requirements of the Cabot Sports Park at the corner of Cabot Road at Rapid Falls Road, Laguna Hills, CA.
- p) The unique landscape maintenance requirements of the Civic Center and parkways and median island landscaping along El Toro Road

from Paseo de Valencia to Avenida de la Carlota and at the Civic Center at 24031/24035 El Toro Road, Laguna Hills, CA.

- q) Specialty landscape maintenance of City wetlands and natural habitat areas at 1) northerly side of Alicia Parkway between Via Lomas and Moulton Parkway and at 2) the Oso Pond on the northerly side of Oso Parkway easterly of West Haven Drive.
- r) Daily litter and trash removal from landscape areas.
- s) Monthly litter, trash and weed removal within open spaces adjacent to public landscape areas of Oso Parkway, La Paz Road, and Alicia Parkway.
- t) Placement of mulch on bare soil areas as directed.
- u) Implementation of the City's Integrated Pest Management Policy and Implementation Guidelines (see Appendix III), development and submission of the company's own Integrated Pest Management Program (IPMP) within 30 days of the initiation of the Agreement, meeting the City's approval, and providing an annual report on the IPMP results.
- v) Other items of work as described herein.

All compensation is subject to the monthly deduction of funds as solely determined by the City in accordance with the Landscape Maintenance Services Performance Deficiency Deduction (see below and Appendix IV).

8. TASK ORDER FOR EXTRA WORK

No extra work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such extra work.

1. Extra work shall not be initiated without written authorization as represented by a Task Order except if the City Parks Supervisor identifies a time sensitive emergency that if not immediately addressed would potentially expose the public to an adverse safety condition or incur a substantial cost impact by a delay in action. Otherwise, work performed prior to written authorization shall not be paid.
2. Work will be executed in a timely manner meeting the approval of the City Park Supervisor on a Unit Price basis, an agreed lump sum price or time and material basis as defined in the Task Order.

3. Extra work shall only include the following as solely determined by City to be Extra Work:
 - a. Replacement of new plant materials due to "acts of nature" outside of the Contractor's control.
 - b. Replacement of entire irrigation systems when said systems are deemed obsolete or of a certain size and scope as defined herein.
 - c. Additional treatment required of soil for unusual conditions to meet planting requirements.
 - d. Soil or plant testing above the frequency required in these Specifications.
 - e. Repair of irrigation mainlines located under the vehicular travel way pavement of public streets.
 - f. New work in areas not currently included in the landscape maintenance areas.
 - g. Replacement or repair of irrigation controllers.
 - h. Replacement or repair of booster pumps.
 - i. Repair of irrigation main lines of 3" diameter size and above, master valves, and flow sensors.
 - j. Development of irrigation system schematic plans for areas determined to not have record plans in City files.
4. Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extra work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.
5. Equipment rental costs for extra work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
6. Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extra work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. PREVAILING WAGES

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

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix I) draft Landscape Maintenance Services Agreement.

10. ANTI-KICKBACK AND WORK STANDARDS

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction

work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

11. EMERGENCY NUMBERS

The Company/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24 hours a day during emergency conditions. The Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of notification of emergency situations. An answering service is not adequate for emergency calls.

12. LICENSES

The Contractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

13. DRESS CODE AND APPEARANCE

The Company/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the landscape maintenance personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

14. INTERACTION WITH PUBLIC

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project.

15. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any landscape area. If such alterations affect the provision of the Agreement, the Contractor shall submit a cost reduction to the Agreement resulting from the new work.

16. CITY LIAISON

The City representative and/or City Park Supervisor, and the Contractor's Supervisor will meet on a weekly basis, or more frequently if the City so desires. The purpose of this meeting will be to discuss general and specific status of landscape maintenance. More frequent contact may be required between the City's Park Supervisor and the Contractor's Supervisor separately from these meetings.

17. REVIEW OF PROJECT SERVICES

Upon request, the Contractor or their representative will walk the Project with the City representative, or the Park Supervisor, for the purpose of determining compliance with the Specification or to discuss required work.

18. SUBSTITUTIONS

Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Park Supervisor.

19. SOILS AND PLANT TESTING

Contractor shall have performed soil agronomy tests through an agency approved by the City for up to ten (10) landscape areas per year as an included cost within the Base Bid of the Agreement. Four (4) of these tests will occur at the Community Center and Sports Complex. Additionally, the City may require soil or plant tests of selected areas for soil fertility, salt buildup, or pathological organisms. These tests will be used to determine whether additional treatments are required. Tests to be performed by Contractor under City Park Supervisor's direction. The cost for this service is deemed included in the Base Bid Lump Sum Price Proposal.

20. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions and Special Provisions. As needed, the work will follow the Standard Specifications for Public Works Construction, latest edition, hereinafter referred to as the Standard Specifications. In case of conflict between the Standard Specifications and the City Specifications, the City Specifications shall take precedence over and be used in lieu of such conflicting portions.

Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

21. WORK NOT INCLUDED

The following work is not included in the monthly lump sum price for landscape maintenance services: graffiti removal; restroom janitorial service; water feature maintenance; lighting maintenance; fence or rail repairs; concrete, asphalt, or rubber surface repairs; and major tree trimming requiring in-tree personnel or bucket trucks, and processing of water and electrical utility billings.

22. COMMUNICATIONS

In addition to emergency telephone access and weekly meetings, Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the routine communication media for submission of documents, requests, work orders, reports, etc.

23. SCHEDULING OF OPERATIONS/HOLIDAYS

The Contractor shall perform its work at such time as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of such disturbances include early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule Chart describing maintenance operations and when work and applications of fertilizers and pest control products will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any maintenance operations.

The Contractor shall provide Landscape Maintenance Services on a seven day per week, 365 day per year, basis for the work as specified herein. Except as specified for the Community Center and Sports Complex, the Contractor is not required to perform work on the following days:

- New Year's Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor shall provide special services on up to two Volunteer Planting Days, and Memorial Day for the City's Half Marathon event and on July 4th for the City's Fireworks show to include dedicated staffing for irrigation control, litter and debris removal, emptying of waste receptacles and restoring damaged landscape as a result of these events (See Special Provisions).

24. REPORTS AND SCHEDULES

The Contractor, as part of the Agreement, shall submit reports and schedules on a monthly basis as a pre-requisite for the submission of the Contractor's monthly

request for compensation. Such reports shall include, but are not limited to, the following:

1. The results of the daily, weekly and monthly inspection of the Inventory of Landscape Maintenance Areas landscaping health, soil conditions, turf and shrubs condition, slope conditions, open space conditions and irrigation system conditions including actions taken to resolve adverse findings, planned work to address adverse findings and recommendations to resolve findings not included in the Project.
2. Reports of work planned in the next 30-day period.
3. Any proposals in response to City issued Task Orders or information requests.
4. Irrigation Maintenance Report.
5. Annual Integrated Pest Management evaluation report.
6. Alternate Bid 1 evaluation and report, if so awarded.

25. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor full-time (40 hours per week) within the City limits of the City of Laguna Hills, working regular working hours for the duration of this Contract. A designate foreperson shall be provided for weekend work. Supervisors shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Supervisor and staff shall have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, park facilities, sports field management, synthetic turf maintenance and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in Public Works projects of the type found in the City of Laguna Hills. The Supervisor or any member of staff determined by the City Park Supervisor not effectively meeting or exceeding the aforementioned requirements are to be replaced immediately upon request.

26. PROTECTION OF PROPERTY AND PERFORMANCE DURING INCLEMENT WEATHER

1. During periods of storms, the Contractor shall provide inspection of the Project during regular hours to identify and address possible damage from inclement weather. The Contractor shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and a cost estimate to repair/replace.

2. During periods when inclement weather hinders normal operations, the Contractor shall adjust its work force in order to accomplish those activities that are not affected by weather. However, most personnel shall be on site and perform work during inclement weather.
3. All drainage systems shall be patrolled and kept clear of debris. Gravel bags, straw wattles, silt fences, and similar erosion control devices shall be installed as needed or as directed to reduce erosion and control sediment transport. See Appendix V for Best Management Practices to be utilized by the Contractor.
4. Contractor shall be responsible for removing water from all playground areas, the removal of minor silt and debris from sports fields and perimeter areas, and keeping all drainage facilities clear and in operating condition.

27. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Contractor of the above-stated obligation.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the locations of their substructures in the construction area when the Contractor gives at least a 48 hour notice to the Underground Service Alert by calling (800) 422-4133. Contractor shall provide the agency with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158
Gas Company Transmission CR&R	P. O. Box 1100 P.O. Box 1100	Chatsworth, CA 91313 San Juan Capistrano, CA 92693	Rosalyn Squires Mike Campuzano	818/701-4546 949/254-1779
SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

2. Safety Orders

The Contractor shall comply with the provisions of any Agency ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise

the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for construction safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

28. CONTRACTOR NEGLECT

Any damage to City or private property, including loss of plant material, which has been determined by the City to be due to the Contractor's neglect or actions, shall be corrected by the Contractor at no additional cost to the City.

29. SAFETY

Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

30. CONSTRUCTION EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by City Park Supervisor to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

31. TRAFFIC CONTROL

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

The Contractor shall have prepared by a licensed civil engineer or traffic engineer a Traffic Control Plan in accordance with the Caltrans Traffic Manual and the Work Area Traffic Control Handbook prior to implementing any lane closures. The Traffic

Control Plans shall be submitted to the City for review prior to use. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Contractor shall minimize this occurrence and post notices as required.

32. NOISE CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.m. It is the responsibility of the Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

33. WATER QUALITY AND CONSERVATION

Contractor shall be familiar with and comply with all provisions of the National Pollution Discharge Elimination System as implemented by City and via permits issued by the Santa Ana or San Diego Regional Water Quality Control Boards. Contractor shall comply with Best Management Practices (see Appendix V). Contractor shall be familiar with and comply with all water conservation requirements of the Moulton Niguel Water District and El Toro Water District. Contractor shall be responsible for the payment of any fines levied upon the City for failure to comply with these requirements including but not limited to overuse of irrigation water.

34. PERFORMANCE DEFICIENCY DEDUCTION

All compensation is subject to the monthly deduction of funds as solely determined by the City in accordance with the Landscape Maintenance Services Performance Deficiency Deduction form and rates (see Appendix IV). In addition to the deficiency deduction, Contractor shall immediately address the issue noted as being deficient and shall put in place steps to avoid the circumstance from reoccurring.

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CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

Proposal Submission Requirements

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Landscape Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A statement and documentation of the Company's financial condition.
4. A proposed Schedule of Performance.
5. An inventory of the Bidder's equipment (excluding hand tools).
6. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
7. All the following Bid Proposal pages.

BIDDER'S NAME: _____

**CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

TO CITY OF LAGUNA HILLS:

The undersigned CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Citywide Landscape Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR agrees to enter into the attached Draft Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR acknowledges that it is the City's intention to award a Citywide Landscape Maintenance Services Agreement for a period commencing on July 1, 2019.

CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

CONTRACTOR'S NAME: _____ DATE _____ 2019

CONTRACTOR'S ADDRESS:

BY _____

TITLE _____

(Signature)

PHONE (____) _____

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name _____

Business Address _____

FAX No. (____) _____ Telephone (____) _____

E-Mail address: _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in the Maintenance Business _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BY _____
 (Print Name)

 (Signature)

TITLE _____

DATE _____

Continued next page

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which CONTRACTOR has current contracts for maintenance services:

1. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____
2. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____
3. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____

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BIDDER'S NAME: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

BASE BID

Citywide Landscape Maintenance Services Monthly Cost \$ _____/month

X 12 months

= Annual Cost Base Bid \$ _____

Total Annual Cost Bid in Words:

_____ DOLLARS and ____ CENTS

For internal accounting purposes, please identify the monthly cost, included above, for
the Civic Center Landscape Maintenance Services \$ _____/month

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BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

ALTERNATE BID 1 (ADDITIVE)

A one-year test of the use of Alternate Pest Control Products at all active areas at two specified park sites:

\$ _____/month
X 12
= Annual Cost Alternate Bid 1: \$ _____

ALTERNATE BID 2 (ADDITIVE)

The use of Alternate Pest Control Products at all active areas in all park sites:

\$ _____/month
X 12
= Annual Cost Alternate Bid 2: \$ _____

ALTERNATE BID 3 (REPLACEMENT OF BASE BID)

The use of Alternate Pest Control Products at all landscape maintenance areas:

\$ _____/month
X 12
= Annual Cost Alternate Bid 3: \$ _____

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BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

UNIT PRICES BID

- | | |
|---|----------------------|
| a) General Landscape Maintenance | \$ _____/acre/month |
| b) General Turf Maintenance | \$ _____/acre/month |
| c) Turf Fertilization | \$ _____/acre |
| d) Turf Aerification | \$ _____/acre |
| e) Turf Dethatching and Over seeding | \$ _____/acre |
| f) Turf Sod remove and install | \$ _____/square foot |
| g) Annual Color (4") provided and installed | \$ _____/each |
| h) Premium Annual (4") provided and installed | \$ _____/each |
| i) Ground Cover Flats provided and installed | \$ _____/each |
| j) One (1) Gallon plant provided and installed | \$ _____/each |
| k) Five (5) Gallon shrub provided and installed | \$ _____/each |
| l) Fifteen (15) Gallon shrub provided and installed | \$ _____/each |
| m) Fifteen (15) Gallon tree provided and installed | \$ _____/each |
| n) 24-inch Box tree provided and installed | \$ _____/each |
| o) Mulch provided and installed | \$ _____/cubic yard |
| p) Erosion control materials provided and installed | \$ _____/linear foot |

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BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

PERSONNEL

In addition to one superintendent and two irrigation specialists to be provided on a daily basis for this Project, and in addition to occasional specialty workers or subcontractors, Bidder shall provide the following minimum daily personnel count for this Project and state the number of personnel committed to this Project:

<u>Staff</u>	<u>Minimum Requirement</u>	<u>Bidder's Proposal</u>
Superintendent	1	_____
Forepersons	2	_____
Laborers	20	_____
Irrigation specialists	<u>2</u>	_____
Minimum Required Staff	25	_____
Total Bidder's Staff		_____

The above labor summary is deemed to include a dedicated two-person crew for daily maintenance of the Community Center and Sports Complex as specified. Said crew shall provide five days per week service at the complex. In addition, one laborer shall be provided for all weekends and holidays resulting in seven days per week service at this location.

To insure the Contractor provides a satisfactory level of performance, the City may require more manpower to be provided at any time depending on the Contractor's ability to perform all work efficiently and according to all specifications. Any adjustments to manpower must occur immediately when requested by the City Representative at no additional cost.

EQUIPMENT INVENTORY

Contractor shall provide, as a separate attachment, the model, make and year of the primary equipment proposed to be used on this Project. Do not list hand tools.

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CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2019.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

CONTRACTOR NAME: _____

By _____
Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS
SCOPE OF WORK
SPECIAL PROVISIONS
FOR
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

A. GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, all Appendices and the Sample Draft Landscape Maintenance Services Agreement establish the standards and specifications (hereinafter "specifications") for landscape maintenance of specified areas for the City of Laguna Hills.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance, as set forth in this specification, and in keeping with the highest standards of quality and performance for the lump sum price proposal.

Maintenance of the landscape areas listed on the Inventory for Landscape Maintenance Areas (see Appendix II) shall include all-inclusive citywide landscape maintenance services, including, but not limited to, daily inspection and landscape maintenance of cutting, trimming, mowing, edging, raking, and weed control of landscape areas of turf, ground cover, shrubs, trees, slopes and open spaces, cleaning of playground areas, litter and trash removal, simple tree trimming, planting, irrigation system maintenance and repair, backflow prevention testing, inspection, maintenance, irrigation repair and reporting on specified irrigated slopes, specialized sports field maintenance, synthetic turf maintenance and integrated pest management of landscape areas, on an ongoing basis (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The Contractor shall also have maintenance personnel working in the City on inclement weather days emptying waste containers, cleaning debris, picking up branches, cleaning storm drain grates and inlets, working on erosion control, and related work.

The Contractor shall submit an Annual Maintenance Schedule Chart and Calendar for scheduling of the daily, weekly, monthly, bi-monthly, quarterly and annual maintenance operations which include, but are not limited to: daily inspection and landscape maintenance of cutting, trimming, mowing, edging, raking, and weed control of landscape areas of turf, ground cover, shrubs, trees, slopes and open spaces, cleaning of playground areas, litter and trash removal, simple tree trimming, planting, irrigation system maintenance and repair, backflow prevention testing, inspection, maintenance, irrigation repair and reporting on specified irrigated slopes, specialized sports field maintenance, synthetic turf maintenance

and integrated pest management of landscape areas for review and approval of the City.

B. TURF AREAS MAINTENANCE SPECIFICATION

1. **Watering:** A regular, deep watering program shall be accomplished to give the best horticultural results. The established turf should not be kept moist but should dry out somewhat between watering. Allow turf to dry out before mowing. Establish and provide a written irrigation schedule for every controller by location and use. Comply with any water district issued water conservation mandate.
2. **Fertilizing:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis but not less than a minimum of four (4) times per year to keep turf in a healthy condition. Fertilizer will be applied as often as required to maintain deep green color or at the direction of the City Parks Supervisor. Fertilizer shall be applied at the manufacture's recommended rate. Type of turf and time of year will determine type of fertilizers used. The frequency of application will greatly depend on amount of leaching caused by scheduled water use. All fertilizer shall be cleaned off of hardscape at the completion of the application. The type of fertilizer used and frequency applied will be indicated on the Annual Fertilization Schedule (See Appendix VI). Contractor shall submit an annual report of fertilization use. All empty fertilizer bags that were used in that day's operations will be placed in the maintenance room of the Community Center for the City Parks Supervisor to collect and verify amount used.
3. **Aeration:** Mechanically aerate all turf areas as often as required by the City Parks Supervisor, and in no event less than two (2) times per year, to reduce compaction/stress condition, which will offer greater water penetration and reduce runoff. In those areas where soil conditions are poor, Contractor shall implement soil conditioning at no additional cost. Use a plug aerator with 3/4" tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Remove sod plugs. The scheduling of aeration will be recorded on the Maintenance Schedule Chart.
4. **Mowing:** All turf areas shall be mowed on a weekly basis except during inclement weather as approved by the City Parks Supervisor. Cut cool season turfgrass 3" during warm season and reduce to 2" during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda 1/2" to 3/4". Avoid removing more than one-half of the leaf area blade at any one time. Use rotary or reel type mowers where applicable with sharp blades. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Remove or catch

the clippings. Contractor may use City green waste facility for placement of debris. Do not mow areas that are wet. Alternate mowing patterns to prevent wheel ruts. If ruts are made, Contractor will make repairs at their own expense. It is the mow crew's responsibility to report any turf problems to the contract supervisor, who will inform the City Parks Supervisor.

5. **Trimming and Edging:** Trim around trees, walls, buildings, curbs, sidewalks, header boards, and paved areas on a weekly basis to present a neat, clean appearance. Protect all tree trunks from damage from the trimming operation. All trees in turf and tree wells shall be weeded mechanically to create and maintain a three (3) feet diameter of bare dirt at the base of the tree. Apply mulch to tree wells at no additional cost.
6. **Thatching:** Thatch all turf areas once per year, September through October, at a time when there will be the least amount of stress to turf, in the fall (prior to overseeding). Thatching will be in accordance with the following methods:
 - Step 1: Dethatch entire area. Dethatch twice in parallel directions. Pick up debris at completion of this operation.
 - Step 2: Aerify entire area with an aerifier with 3/4" tines.
 - Step 3: Fertilize with 19-0-19 w/.25% Dimension
7. **Overseeding:** A portion of the City's turf inventory shall be overseeded each year. Contractor shall overseed up to 11 acres of turf with annual winter rye grass at 12 lbs/1,000 sq. ft. at no additional cost. Coordinate with City Parks Supervisor for locations. Adjust irrigation as needed.
8. **Refurbishment:** Turf areas that thin out due to shading effect of trees, structures, weeding or pests shall be reseeded by the Contractor with an approved shade tolerant grass seed to restore thinning areas at no additional cost.
9. **Inspection:** Perform weekly inspection of turf areas for health conditions of the plant material and soils and operating condition of the irrigation system.

C. SHRUBS MAINTENANCE SPECIFICATIONS

1. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment or appearance.
2. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.

3. Shrubs used as formal hedges for screens shall be pruned as required to present a neat appearance without a sheared appearance.
4. Remove any spent blossoms or dead flower stocks as required to present a neat, clean appearance.
5. Shrubs in median islands shall be maintained at a height of eighteen inches (18") or less to maintain line-of-sight clearance for traffic.
6. All shrubs will be pruned 2 ft. from structures or fencing
7. Shrubs adjacent to walkways or in median islands shall be pruned at a 45° angle to allow irrigation to work properly
8. Inspection: Perform weekly inspection of shrub beds for health conditions of the plant material and soils and operating condition of the irrigation system.

D. VINES MAINTENANCE SPECIFICATIONS

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. For vine pockets not equipped with irrigation, hand water as required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.
5. Vines and screening plants higher than the reach of the worker will require a ladder to complete the pruning. Unintentional overhanging plant material is not acceptable.
6. Inspection: Perform weekly inspection of vine beds for health conditions of the plant material and soils and operating condition of the irrigation system.

E. GROUND COVER MAINTENANCE SPECIFICATIONS

1. Trim ground cover adjacent to walk, walls and/or fences as required for general containment to present a neat, clean appearance. Edge trimming may be required weekly or monthly as directed dependent upon plant material and location. Trimming of ground cover will include maintaining height below sprinkler heads for a distance of three feet.

2. Remove and control all weeds on an ongoing basis. Weeds shall be controlled and not allowed to reach an objectionable height as determined by the City. Contractor may apply mulch as a weed control at their option and cost.
3. Prevent soil compaction by cultivating regularly all ground covered areas.
4. Any paper or litter that accumulates in ground cover areas shall be picked up a minimum of once per week, regardless of the maintenance schedule.
5. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately two feet from structures or walls.
6. All ground cover areas will receive sufficient applications of snail bait at the rate necessary to control the spread of snails.
7. Bare soil areas shall be cultivated monthly.
8. Fertilization: Apply fertilizer to slopes and all ground cover areas with a slow-release commercial fertilizer at a minimum of four times per year and as often as required for good horticultural practices and to promote healthy appearance as solely determined by the City Parks Supervisor. Water thoroughly to prevent burning.
9. Inspection: Perform monthly inspection of ground cover beds for health conditions of the plant material and soils and for the operating condition of the irrigation system.

F. TREE MAINTENANCE SPECIFICATIONS

1. Trees within maintained landscaped areas shall be pruned by ground level personnel as required to remove broken or diseased branches, or for safety. It shall be the Contractor's prime responsibility related to pruning to conduct a pruning program which will ultimately develop proper tree scaffolding, strength, or appearance consistent with the intended use.
2. Prune trees to allow eight-foot (8') clearance for pedestrians and fifteen feet (15') clearance above curb gutter and horse trails.
3. Topping trees is prohibited. Crown reductions shall only occur with the specific approval of the City Parks Supervisor. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices. Dressing wounds will not be allowed.

4. Tree stakes, ties, and guys shall be checked at least monthly and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as directed. Replace broken stakes as required at no additional cost.
5. Tools used to prune diseased wood must be properly disinfected before further work is done.
6. Perform minor tree surgery as required.
7. Fertilizer shall be applied as often as required to keep trees in healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem, rather, spread evenly in area of drip zone. Use a well-balanced commercial fertilizer.
8. Ailing or stunted trees which fail to meet expected growth will receive additional treatments to correct any deficiencies or will be removed as directed by the City Parks Supervisor.
9. Surface roots which become maintenance or appearance problems will be removed as required to prevent damage to adjacent paved areas. Coordinate with City Parks Supervisor.
10. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.
11. Perform monthly pumping of drain pipes at palm tree planters following inclement weather and reporting of the volume of water removed. Electric pump required.
12. Inspection: Perform monthly inspection of trees for health conditions of the trees and soils and operating condition of the irrigation system.

G. PRUNING STANDARDS

1. Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage, and flush with branch of origin. Leave no butts or stubs. Do not trim off all foliage on one plane with hedge shears. Shearing is only for hedges, after thinning out big, long shoots. Prune to retain natural shape of plant. Shapes vary according to plant species. There shall be no flat, square tops or unnatural forms.

2. All ornamental grass shall be pruned in winter. Grass will be cut 8"-12" from ground.
3. All Roses (ground cover and shrub) will be cut back to last year's growth in February.
4. Prune trees to maintain their characteristic shape, density, and texture. The natural appearance is an open, light textured perimeter of new foliage.
5. Prune out branches extending beyond the shape (foliage perimeter) of a tree. Prune to control size and shape. Bare scaffold branches with foliage only at ends will break in wind.
6. Cuts shall be inside perimeter of foliage almost flush with a parent branch. No butts or stubs are permitted. Old stubs with an outgrowth of multiple shoots shall be moved.
7. Prune off lower branches high enough for traffic clearance. Cut out dead, crossing, rubbing branches, and v-shaped crotches. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn, or ripped branches shall be recut cleanly.
8. An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease than a covered wound.
9. Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.
10. A young tree unable to stand upright in a Santa Ana wind shall be double staked. A tree too heavy for support by stakes shall have three equally spaced guy wires tied to immovable stakes. The wire shall be on a 45° angle with the tree trunk. Ties and guys shall always be tight and in place between stakes or tree trunk. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.

H. MULCH MAINTENANCE SPECIFICATIONS

1. Mulch shall consist of the placement of a minimum of three inches of weed free, palm free and nitrolized landscape mulch.
2. Annually, Contractor shall provide and install up to 200 cubic yards of mulch in landscape areas, beyond that which is required to be installed by other

specifications herein, as directed by the City Parks Supervisor, at no additional cost.

I. FERTILIZATION MAINTENANCE SPECIFICATIONS

1. Annual Fertilization Schedule: The application frequency of all fertilizers is specifically identified on the Annual Fertilization Schedule Chart (see Appendix VI) indicating the fertilizer used and frequency applied and the landscape material to which it is applied, i.e., turf, trees, shrubs, ground cover, etc. Any changes from the Annual Fertilization Schedule Chart will be discussed with the City Parks Supervisor.
2. General: Fertilizers shall be applied in accordance with manufacturer's specifications and rate recommendations. Regardless, Contractor shall make efforts to improve the soil health profile through the application of soil amendments and cultural practices with supplemental fertilizer applications as needed for good landscape health.
3. Method of Application: In making application of fertilizer, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow PTO driven spreaders are required for large turf areas and will keep materials contained in the planting areas, eliminating sidewalk stains.
4. Timing of Application: When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. If possible, avoid application of fertilizers prior to forecasted rainy weather, etc., which might affect stability. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
5. Watering: All fertilization shall receive a light watering the same day the application is completed.
6. New Trees and Shrubs: Agriform 21-gram plant tablets shall be applied to trees and shrubs when planted. Follow the manufacturer's recommendation for recommended rate.

J. PLANT ADDITIONS AND/OR REPLACEMENTS

As part of the Agreement, the Contractor is responsible for the viability of all landscaping. Any landscaping loss shall be replaced by the Contractor at no additional cost. However, Contractor may be authorized by the City Parks Supervisor for extra work to replace damaged or destroyed trees, shrubs, vines, ground cover, or flowers which are the result of "Acts of Nature", i.e., storm damage.

K. IRRIGATED LANDSCAPED SLOPES MAINTENANCE SPECIFICATIONS

1. Contractor shall perform monthly inspection of all irrigated landscaped slopes as designated in the Inventory for Landscape Maintenance Areas (hereinafter referred to as "slopes").
2. Contractor shall carefully inspect and monitor, maintain and report upon the condition of the landscaping health, soil conditions, including moisture content, and irrigation system operating condition of the slopes. The inspection findings shall clearly identify all of the inspected areas, shall log all conditions and report on actions taken to resolve any adverse conditions. The inspection notes and logs shall be submitted monthly, in a form as approved by City, as a prerequisite to the Contractor's request for monthly compensation.
3. The inspection, monitoring and reporting, on a monthly basis on a form approved by the City, of the slopes shall include, but not be limited to:
 - a. The status of the irrigation system and components, including the watering cycles, station times and condition and efficiency of the sprinkler heads.
 - b. The moisture content of the in-situ soils.
 - c. Identification of any rodent activity.
 - d. The maintenance performed in the preceding month.
 - e. The maintenance planned for the upcoming month.
 - f. The removal of any debris from the slope.
 - g. The removal of any debris from any drainage devices.
 - h. The identification and removal of invasive plant species
 - i. The identification and recommended removal of any trees on any slopes.
 - j. Any physical changes to the slope.
 - k. Any recommendations to modify the landscaping, irrigation or drainage of the slopes.
4. Contractor shall ascertain the approximate optimum moisture content needed for all irrigated landscaped slopes, depending upon the soil profile and landscape materials. Contractor shall maintain the optimum moisture content in all landscaped slopes. Slopes shall neither be allowed to dry out nor become saturated with moisture.
5. Contractor shall inspect and adjust as needed irrigation sprinkler heads and other irrigation directional devices on all irrigated landscaped slopes to ensure coverage of only the intended areas. Contractor shall identify, recommend and implement the irrigation cycles and watering frequency for each landscaped slope.

6. Contractor shall monthly remove any accumulated debris from slope drainage channels and slope surfaces.
7. Contractor shall monthly inspect all drainage channels, including but not limited to "v-ditches" and issue a written report on any observed damaged drainage channels or pavement.
8. Contractor shall monthly inspect all slopes and issue a written report on any observed slope surface irregularities, rodent activity, invasive plant species, soil movement or cracking and recommendations for the removal of any landscaping causing this condition.
9. Contractor shall keep detailed irrigation operating and use records for all landscaped slopes and check all irrigation systems on a monthly basis to confirm they are in good working order. Contractor shall, in writing, advise the City Parks Supervisor of any changes made to the landscaped slopes irrigation programs.
10. Contractor shall avoid physical alterations of any slope.
11. Slopes without ground cover or shrubs and only planted with trees shall be maintained weed free at all times. Contractor may place mulch to aid in this effort at no additional cost. Care shall be taken to not place mulch in locations which, if eroded from the slope due to inclement weather, could block drainage devices.
12. Slopes with ground cover, shrubs and/or trees shall be provided with proper weed control as required in Section E. "Ground Cover".

L. NON-IRRIGATED OPEN SPACES MAINTENANCE SPECIFICATIONS

1. Contractor shall, on a monthly basis, or as designated on the Inventory for Landscape Maintenance Areas (see Appendix II), remove dead woody plants, eradicate weedy species, prune and thin trees and shrubs, remove litter and, annually, perform weed abatement within Open Spaces within 50 feet of an irrigated landscaped area.
2. In any Open Space that includes sloping areas and manmade drainage devices, all drainage devices must be kept fully operational. The drainage devices shall be inspected each October, prior to the beginning of the winter season and any debris shall be removed. Contractor shall inspect and report upon the condition of the drainage devices each October on a form as approved by City. The drainage devices shall be re-inspected after each major storm event since minor soil and leaf debris can block drains. Clean all drainage devices and report on all maintenance activity performed.

3. Report to City Parks Supervisor in writing, on a monthly basis on a form approved by the City, any rodent activity.
4. Noxious weeds, i.e., artichoke and sprouting pampas grass shall be removed on a continuous basis.

M. PARK PLAYGROUND AND SAND COURT AREAS MAINTENANCE SPECIFICATIONS

1. All City Parks as listed in the Inventory for Landscape Maintenance Areas (see Appendix II) shall be daily inspected and maintained free of weeds, glass, sharp objects and rocks.
2. During the first week of March, June, August, and October and as deemed necessary by the City Parks Supervisor, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling all areas shall be raked level.
3. Contractor shall, as needed, at no additional cost, replenish sand with Gillibrand Pro Tour Sand, or equal as approved, as necessary to maintain optimum level in each area, generally four (4) inches below the top of the concrete curbing but dependent upon play equipment footings. Final sand level shall be determined by the City Parks Supervisor.
4. Every day, (Monday thru Friday) all playground sand areas shall be raked level and playgrounds with rubberized surfacing will be swept/blown clean. Remove any and all foreign materials from the sand areas including best efforts to remove broken glass, sharp objects, nails, screws or materials which may cause injury.
5. Contractor shall, on a weekly basis, inspect all playground and sand court areas and identify adverse conditions requiring additional maintenance. Contractor shall monthly submit a report, in a form as approved by City, on the condition of all of these areas as a prerequisite to the Contractor's submission for monthly compensation.

N. HARD SURFACE AREAS MAINTENANCE SPECIFICATIONS

These areas shall include picnic tables, benches, tennis courts, handball courts, basketball courts, sidewalks, bicycle trails, A.C. walkways, parking lots, and similar facilities.

1. All areas shall be swept weekly to remove all deposits of debris, food, silt, and/or sand and glass.

2. Special care shall be taken when edging along Bicycle Trails/A.C. and walkway areas to prevent damage to asphalt. All such damage shall be repaired at the Contractor's expense.

O. WEED CONTROL OF PAVED SURFACES MAINTENANCE SPECIFICATIONS

Contractor will be responsible for controlling weeds growing in cracks, or expansion joints, and areas contiguous to the City landscape.

P. WEED ABATEMENT MOWING AND OPEN SPACE MANAGEMENT MAINTENANCE SPECIFICATIONS

Contractor shall be responsible for the periodic mowing of and/or hand string trimming of weeds in open space areas, wild areas, and undeveloped portions of City landscape located within 50 feet of a maintained City landscape area or slope. This work should be performed between May 1st and June 30th of every year.

Contractor shall be responsible for the periodic removal of all man-made debris in all open spaces, wild areas, and undeveloped areas. This will include but not be limited to: dumping, structures such as tree houses, and unpermitted structures, hanging ropes from trees, and the demolition removal of BMX bicycle tracks.

Contractor shall be responsible, where applicable, for the maintenance of nature trails within Open Space areas. This would include but not be limited to: pruning vegetation from trails, confining bark on trails, repairing erosion scars, and weed control.

Q. CLEAN-UP MAINTENANCE SPECIFICATIONS

1. At no time shall grass cuttings/debris be permitted to blow on or otherwise be deposited upon public streets or private property.
2. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site. All grass clippings and debris shall be picked up immediately after each mowing, trimming, or other operation. In no event shall any clippings or debris be allowed to remain on-site for more than two (2) hours.
3. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
4. All walkways will be kept clean/clear of debris daily. Care shall be taken not to create unnecessary hazards to foot traffic.

5. All shrub areas not under planted with ground cover will be raked clean and cultivated monthly. Care shall be exercised in cultivation not to damage susceptible plant roots.
6. The Contractor shall provide a general clean-up operation on a daily basis, seven days a week, for the purpose of picking up papers, trash, or debris which may accumulate in the landscape areas, and emptying trash cans throughout the parks and landscaped areas.
7. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
8. Contractor may place debris in the City's green waste bins.

R. IRRIGATION SYSTEM MAINTENANCE SPECIFICATIONS

The following specifications on Irrigation System Maintenance shall apply to all irrigation systems regardless of location or purpose on all landscape areas as designated in the Inventory for Landscape Maintenance Areas (see Appendix II).

1. Efficient Use of Water
 - a. The Contractor shall establish the irrigation watering cycle, frequency and schedule. The Contractor shall review all existing irrigation controller programs and shall implement any irrigation schedule changes. Contractor shall maintain an accurate record of all irrigation controller programs and schedules and provide a written copy of same to City on a monthly basis. Additionally, Contractor shall maintain an accurate record of all irrigation water usage, quantity, and frequency and provide a written record of the irrigation water usage on a monthly basis in a form satisfactory to the City.
 - b. Irrigation water application rates shall not exceed the amount the planting areas are capable of receiving without runoff and shall be consistent with the optimum moisture content for the existing soil conditions.
 - c. The irrigation system schedule shall be monitored and adjusted accordingly to maintain an efficient use of water being applied and to eliminate over spray on hardscape.
 - d. In determining rates of irrigation water application, the soil type and condition, topography, and weather condition will be utilized. The landscape areas are equipped with an automatic system which provides for repeat cycles, applying water over shorter periods of time that will allow for proper infiltration and thereby minimize runoff.

- e. The irrigation system shall be physically observed a minimum of once per month to confirm the system is operating at an optimum level of efficiency.
- f. Contractor shall turn off all irrigation controllers when it is unnecessary to irrigate due to soil moisture conditions determined by Contractor to be adequate for the health and growth of the landscape materials and consistent with the optimum moisture for the soil type and conditions. System shall not be off for more than 30 days without allowing the system to operate a minimal time for good maintenance practices of the irrigation system.
- g. Contractor will adjust or clean as necessary all sprinkler heads, quick couplers, or valves to continue operation of maximum efficiency and performance. Contractor shall replace these parts as needed and as directed with like in-kind or better parts.
- h. Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation, shall be directed to the intended landscaped area, shall not overspray into other areas and shall be maintained in good condition.
- i. Contractor will avoid manual activation of automatic valves.
- j. Contractor will keep system in adjustment by valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauging. At all times, the valves should be throttled so as to prevent sprinkler heads from fogging, allowing droplets for effective watering. At any time, the City Parks Supervisor may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.
- k. Contractor will be responsible for hand watering any landscape areas for which the automatic irrigation system is not functioning for any reason or in landscape areas which require spot irrigation to temporarily enhance the landscape health.
- l. In those areas where a drip/water saver system is used, the Contractor may be required to hose off or wash dust/soot off plant material if required to prevent plant damage.
- m. Contractor will be expected to use the minimal amount of water in all areas to maintain healthy plant growth and comply with all water conservation requirements/regulations as issued by MNWD, ETWD

and/or the State. Should any fines or increases in water rates/charges be imposed on the City due to water usage exceedance or higher water tier assessments as invoiced by any Water District above the water allowance/budget for each landscape area, the Contractor shall reimburse the City for these costs as a part of the next month's invoice cycle. An exception to this reimbursement may be made if there was an irrigation system failure that was not the responsibility of the Contractor as solely determined by the City Parks Supervisor.

2. Reclaimed Water

- a. The installation and repair of the reclaimed water system shall conform to the regulations for the construction of reclaimed water systems within the Moulton Niguel Water District (MNWD) and El Toro Water District (ETWD).
- b. All on-site constant pressure reclaimed and potable water, main line piping and buried laterals installed on this Project shall be identified in accordance with the Water District's regulations.
 - All constant pressure reclaimed water main line piping and buried laterals shall be alertline, violet-colored PVC, as manufactured by "Brownline, Inc." or an approved equal. Words reading "CAUTION RECLAIMED WATER" shall be along the full length of pipe on both sides. Warning tape shall be used if standard specification PVC or galvanized pipe is used.
 - Warning tapes shall be used on all constant pressure main line piping and buried laterals carrying potable water.
 - Warning tapes shall be a minimum of three inches wide and shall run continuously for the entire length of all constant pressure main line piping and all buried laterals. The tape shall be attached to the top of the pipe with a ¾" underwriter's laboratories listed PVC electrical tape banded around the warning tape and the pipe every five (5) feet on center.
 - Warning tape for the constant pressure potable water piping and buried laterals shall be blue in color with the words "CAUTION WATERLINE BELOW" imprinted in a minimum one-inch high letters, black in color. Imprinting shall be continuous and permanent. Tape shall be attached as described above.

- Warning tape for the potable water main line and buried lateral sleeving shall be a minimum of three inches wide and shall be blue in color with the words "CAUTION WATERLINE BURIED BELOW" imprinted in a minimum one-inch high letters, black in color. Imprinting shall be continuous and permanent.
 - Warning tape for all constant pressure reclaimed water piping and buried laterals shall be purple in color with the words "CAUTION RECLAIMED WATER" imprinted in a minimum one-inch high letters, black in color. Imprinting shall be continuous and permanent. Tape shall be attached as described above.
 - Warning tape for the reclaimed water main line and buried lateral sleeving shall be a minimum of three-inches wide and shall be purple in color with the words "CAUTION RECLAIMED WATER" imprinted in a minimum of one-inch high letters, black in color. Imprinting shall be continuous and permanent. Tape shall be attached as described above.
- c. All pressurized main line piping from the reclaimed water system shall be installed to maintain a ten foot (10') minimum horizontal separation from all pressurized potable water piping. Where reclaimed and potable water pressurized main line piping cross, the reclaimed water piping shall be installed below the potable water piping in a PVC Class 150 or 200 pipe sleeve with warning tape. The sleeve shall extend a minimum of five feet (5') on either side of the potable water piping. Provide a minimum vertical clearance of one foot.
- d. All main line piping depths are as follows: 2" piping and up to be 24" deep, 1 ½" piping and under to be 18" deep, non-pressure laterals to be 12" deep.
- e. Adjust spray heads to eliminate overspray, ponding and runoff onto areas not under control of the customer, i.e., pool decks, patios, streets, and sidewalks. Reclaimed water shall not leave the use area.
- f. Anti-drain check valves for the sprinkler heads are required where runoff may occur due to elevation changes.
- g. All potable and reclaimed irrigation meters, strainers, control valves, and gate valves shall have a warning tag affixed to them.

- Reclaimed water tags shall be weatherproof, plastic 3" x 4", purple in color with the words "WARNING – RECLAIMED WATER – DO NOT DRINK" imprinted on one side, and "AVISO – AGUA IMPURA – NO TOMAR" on the other side, imprinting shall be permanent and black in color.
- Potable water tags shall be weatherproof, plastic 3" x 4", blue in color with the words "POTABLE WATER" imprinted on one side. Imprinting shall be permanent and black in color.

One tag shall be attached to each valve as follows:

1. Attach to valve stem directly or with plastic tie wrap OR
 2. Attach to solenoid wire directly or with plastic tie wrap OR
 3. Attach to valve cover with existing valve cover bolt.
 4. Other equipment shall be tagged as directed by the District's reclaimed water specialist.
- i. Hose bibs and drinking fountains are not permitted on the reclaimed water irrigation system.
 - j. All plastic boxes containing remote control valves, master valves, strainers, pressure regulators, gate valves, moisture sensors, wire pull boxes, quick couplers, etc. shall have their lids branded to identify each as potable water or reclaimed water and the equipment located within the boxes.
 - k. Obtain prior approval for all proposed changes and modifications to any on-site facilities. Such changes must be submitted to and approved by the appropriate Water District engineering office and designed in accordance with that Water District's standards before installation.
 - l. Educate all maintenance personnel, on a continuous basis, of the presence of reclaimed water and the fact that it is not approved for drinking purposes. Given the high turnover rate of employees in the landscape industry, it is important that this information be disseminated on an almost daily basis. It is you, the landscape Contractor, who is responsible for educating each and every one of your employees.
 - m. All automatic controllers must be set to operate only between the hours of 9:00 p.m. and 6:00 a.m. Utilization of operating hours outside of the above stated hours may result in additional electricity usage charges to the City. Should any fines or increases in electricity

rates/charges be imposed on the City as invoiced by any Power Utility, the Contractor shall reimburse the City for these costs as a part of the next month's invoice cycle.

- n. Failure to comply with any or all of the above guidelines and/or Moulton Niguel Water District and El Toro Water District Regulations Manual will put your system in violation of the District's rules and regulations and will result in termination of service until appropriate corrective steps have been taken.

3. Maintenance/Repairs

- a. All repairs made by the Contractor shall be in accordance with the original details and to the satisfaction of the City Parks Supervisor.
- b. Contractor shall make all irrigation repairs under the Agreement regardless of the reason for the repair and are deemed included in the lump sum price proposed for Citywide Landscape Maintenance Services, except as noted in Extra Work.
- c. Contractor shall be responsible for adjusting height of sprinkler risers and adjusting heads necessary to compensate for growth of plant material.
- d. Until the ground cover plantings are established, care shall be exercised to minimize silting of walks from soil erosion by the use of proper irrigation programming. The Contractor shall use repeat cycles to minimize runoff when possible.
- e. Automatic controllers will be kept locked at all times.
- f. All painted controller enclosures shall be painted a minimum of once per annual contract term, and as needed to keep from rusting and in good appearance. Color and paint material will be determined by the City Parks Supervisor.
- g. Irrigation work performed by the Contractor will be guaranteed for a period of one year by the Contractor.

S. DRAINAGE FACILITIES

Surface Drains

- 1. The Contractor shall be responsible for quarterly inspections during the dry season of surface drains located within the landscaped areas. These drains shall be checked to assure proper functioning. Remove any debris, soil or

vegetation that might accumulate within the drain or at the inlet to prevent proper flow of water.

2. All concrete "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow. All "V" ditches will be cleared by the end of October prior to the rain season and then checked and cleaned after each major rain event.
3. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and fastened as necessary. Missing or damaged grates shall be reported to the City Parks Supervisor.
4. All surface drains in parks and other active recreation areas shall be maintained in a locked condition not allowing removal by the public. Any locking mechanism found to be in disrepair shall be replaced in kind or better by the Contractor at no additional cost.

T. INTEGRATED PEST MANAGEMENT OF LANDSCAPE MAINTENANCE AREAS

Contractor shall comply with all aspects of the City's Integrated Pest Management Policy and Implementation Guidelines (See Appendix III). In addition, the Contractor shall develop and provide its own Integrated Pest Management Program (IPM) which shall be based upon:

- **Prevention**
Good pest prevention practices are critical to any IPM program, and can be very effective in reducing pest incidence. Numerous practices can be used to prevent pest incidence and reduce pest population buildup such as the use of resistant varieties, good sanitary practices and proper plant culture.
- **Pest & Symptom Identification**
It is important to learn to identify all stages of common pests at each site. It is also important to be sure that a pest is actually causing the problem. Often damage is caused by an underlying problem not immediately evident.
- **Regular Surveying of Pest**
The basis of IPM is the development and use of a regular monitoring or scouting program. Monitoring involves examining plants and surrounding areas for pests. This information can be used to determine if pest populations are increasing, decreasing, or staying the same.
- **Action Thresholds & Guidelines**

In order to have a way to determine when a control measure should be taken, injury levels and action thresholds must be set for each pest. An injury level is the level of unacceptable damage.

- **Sound Management Methods**
Integrated pest management programs use a variety of pest control tactics in a compatible manner that minimizes adverse effects to the environment. The primary pest control tactics to choose from include:
 - Cultural
 - Mechanical
 - Biological
 - Pesticide

In addition, Contractor shall produce an annual report on the usage of all pest control products, a narrative description of the benefits of this usage, the costs for the products applied, the quantities of the products applied and any recommendations for changes to the IPM, in a report form as approved by the City.

U. NON-LANDSCAPE OPERATIONS MAINTENANCE SPECIFICATIONS:

Contractor shall, on a daily basis, seven days per week, except for Holidays designated in these specifications, perform the following:

1. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
2. All animal feces or other material detrimental to human health shall be removed.
3. All broken glass and sharp objects shall be removed.
4. All play sports equipment, sports fields, and play areas shall be inspected for vandalism, safety hazards, and serviceability. Deficiencies shall be reported in writing immediately to the City Parks Supervisor.
5. All litter, debris, and trash shall be cleaned up, removed and disposed of into City dumpsters.
6. Trash cans provided shall be emptied daily and washed after emptying (when necessary) as determined by the City Parks Supervisor. Contractor shall provide plastic liners for all trash cans at Contractor's expense.

7. All barbecue grills shall be emptied of all ashes and grills cleaned.
8. All drinking fountains shall be kept clean at all times. Drinking fountains found to be clogged or not working shall be reported to the City Parks Supervisor.
9. All City gated areas shall remain closed and locked on a daily basis.

V. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material shall be guaranteed for a period of one calendar year. Contractor will not be responsible for "Acts of Nature" defined as damage or death of plant material due to wind or storm events as determined by the City Parks Supervisor. Existing plants shall be replaced by Contractor if they are damaged or die for any reason while under the Contractor's care at the Contractor's expense. Replacement plant material shall be covered by a new full one-year warranty.

W. ANNUAL BACKFLOW PREVENTER TESTING AND CERTIFICATION

Contractor shall be responsible for the annual testing, repair and certification of all City Backflow Preventors (see Appendix VII) in both the ETWD and MNWD service territories at no additional cost. City will provide the certification form and Contractor shall utilize a certified inspector to field review, repair and certify each Backflow Preventer per the schedule of each particular Water District. Contractor shall pay for any fines or penalties for late completion of the certifications.

X. AGENCY SPECIAL EVENTS

The Contractor shall provide additional maintenance services of litter and debris removal and the emptying of trash cans during and immediately following Agency Special Events, on any day or time that they occur, including but not limited to:

<u>EVENT</u>	<u>ANNUAL NO. OF OCCURRENCES</u>
Memorial Day – Half Marathon	1
4 th of July	1

Y. REPORTS AND SCHEDULES

The Contractor, as part of the Agreement, shall submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a performance deficiency deduction. Such reports must be detailed and thorough and may include, but not be limited to, the following:

1. Suggestions for improving problem areas.
2. Reports of work planned in the next calendar interval.
3. Cost information to perform extra work for upgrading specific areas.
4. Monthly Maintenance Schedule(s).

Contractor will be provided a monthly maintenance schedule. The Contractor will on the following week report what work was completed and what work was not complete and indicate why. If work was not completed as scheduled, Contractor shall provide a corrective maintenance schedule to the City. Notification of change in scheduled work must be received by the City Parks Supervisor at least 12 hours prior to the scheduled time for the work.

5. Monthly Irrigation Management Schedule Form(s).

The following forms are to be filled out by the water management personnel for the previous month and turned in on the first working day of each month.

Irrigation Controller Program Log.

Irrigation System Inspection Sheet.

6. Integrated Pest Management Reports.
7. Accident Reports.
8. Incident Reports.

Z. VOLUNTEER DAY DONATIONS

Annually, upon request, Contractor shall donate and deliver to City up to 300 one-gallon plants and 15 fifteen-gallon trees of species as selected by City in support of City Volunteer Day events. Contractor shall also assist with delivering, locating plants/trees and cleaning the planting areas, watering the new plant material and assisting the Parks Supervisor as needed.

AA. COMMUNITY CENTER AND SPORTS COMPLEX - SPECIAL MAINTENANCE REQUIREMENTS

Daily landscape maintenance work at this facility shall occur five (5) days per week. Cleanup, trash and debris removal at this facility shall occur seven (7) days per week, including holidays.

General: The following operational checklist shall be implemented on a weekly basis as part of a Contractor's performance and reporting requirements. The Contractor shall schedule irrigation and landscape maintenance operations so they will not interfere with sports field use or activities.

1. Inspect the sports field or play area for areas where grade changes have occurred indicated by low spots that collect water on which grass fails to grow. All sports fields shall be kept at a level grade to provide a uniform height of turf grass. This is done by topdressing low places with a sports field sand.
2. Inspect the sports field or play area for proper water drainage away from the playing surface. If drainage is not evident, irrigation management in the affected area is critical to prevent landscape failure.
3. Inspect the sports field or play area for hazardous holes or depressions that may cause a player to trip. Those found should be filled. Stones and other debris that may interfere with play or cause injury should be removed.
4. Inspect the sports field play area to see that the soil absorbs irrigation and rain water rapidly enough to provide reasonably good footing on the surface of the field. If improvement is indicated, schedule aerification immediately.
5. Inspect the sports field or play area to see if the turf surface is being irrigated evenly with a reasonable volume of water.
6. Inspect the sports field or play area for the conditions of turfgrass cover. Uniform thinning over the entire area is to be corrected with additional seeding. If thinning or bare spots occur in isolated areas, replanting will be necessary in those areas.
7. Inspect brick dust areas for depressions. All brick dust areas shall be raked level and depressions filled on Friday of each week. Annually, acquire and spread replacement brick dust at no additional cost.

Contractor shall perform the following daily duties:

A two (2) person crew shall be assigned full-time at this facility and shall accomplish the following work (Monday through Friday).

MONDAYS

1. Clean and rake all playground sand areas and blow off rubber surfaces.
2. Pick up litter from entire site, change trash liners, and clean BBQs.
3. Blow out baseball and softball dugouts.

4. Maintain skate park slopes and planters.
5. Spray around trees and planters as needed.
6. Early a.m. blow off Community Center Plaza.
7. Detail shrub and flower planter areas.
8. Remove weeds.
9. Move and lock up soccer goals.
10. Clean drinking fountains.
11. Clean the parking lots.

TUESDAYS

1. Clean and rake all playground sand areas.
2. Pick up litter from entire site and change trash liners as needed.
3. Mow all sports fields and grade brick dust at little league field.
4. Prune and clean all rose planters/color.
5. Detail shrub and flower planter areas.
6. Remove weeds.

WEDNESDAYS

1. Clean and rake all playground sands areas and blow off rubber surfaces.
2. Pick up litter from entire site and change liners as needed.
3. Mow all fescue areas, Skate Park, Sports Park, and Community Center.
4. Maintain playground slopes and planters.
5. Blow out baseball and softball dugouts.
6. Detail shrub and flower planter areas.
7. Remove weeds.

THURSDAYS

1. Clean and rake all playground sand areas.
2. Pick up litter from entire site and change liners as needed.
3. Mow all sports fields and grade brick dust at little league field.
4. Maintain shrub-beds on upper and lower parking lot areas.
5. Early a.m. blow off Community Center Plaza.
6. Detail shrub and flower planter areas.

FRIDAYS

1. Clean and rake all playground sand areas and blow off rubber surfaces.
2. Pick up litter from entire site and change liners as needed.
3. Maintain bike trail slope.
4. Blow off all hardscape and lower parking lots.
5. Clean up storage areas and trash receptacle areas.
6. Detail shrub and flower planter areas.

A one-person crew shall be assigned full-time at this facility and shall accomplish the following work (Saturday/Sunday).

SATURDAYS

1. Clean and rake all playground sands areas.
2. Pick up litter from entire site and change liners as needed.
3. Detail shrub and flower planter areas.
4. Clean and organize storage garage.

SUNDAYS

1. Clean and rake all playground sand areas.
2. Pick up litter from entire site and change liners as needed.
3. Detail shrub and flower planter areas.

FERTILIZATION

Apply fertilization materials in accordance with the Sports Complex Turf Management Schedule herein.

SEASONAL WORK

Change out color five (5) times per year with 74 flats each time at various locations/planters on site at no additional cost.

BB. COMMUNITY CENTER AND SPORTS COMPLEX - ANNUAL MAINTENANCE PROGRAM

Contractor shall perform the following:

TURFGRASS

Annual Hybrid Bermuda Grass Maintenance Program

The turfgrass program set forth here addresses rootzone chemical properties while still providing a prudent nutritional program for healthy plant growth.

Autumn (September 15 – December 15)

This is the most important time of the entire year for proper Bermuda grass fertility. It is at this time that the plant is beginning to slow down in growth in mid-autumn (in typical years) and goes into dormancy in late autumn (mid-November). The plant is storing up nutrients in reserve for the winter months. The first part of autumn is also a time when the Bermuda can be fairly active if warmer

temperatures prevail which requires a more complete fertilization. The elevated pH and carbonate levels also need to be addressed at this time.

Dates are approximate depending on scheduled activity:

9/15 Apply Roots 1-2-3 at the recommend rate (foliar application).

10/1 Apply a complete fertilizer (NPK) where N and K are equal ratio that is three to five times that of P. For example, 25-5-25 or 20-2-20, etc. Apply at a rate of one lb per N per 1,000 sf. Water in immediately with 15 minutes per station for full heads (7 ½ minutes for ½ heads, etc.)

10/15 Apply Roots 1-2-3 at the recommended rate (foliar application).

11/1 Apply gypsum at 10 lbs of product per 1,000 sf to existing turfgrass (use fine-ground grade). Use broadcast spreader or topdresser. Water in with 15 minutes per station.

11/15 Apply 39-0-0 fertilizer at a rate of 1 ½ lb N/1,000 sf. Water in at 15 minutes per station. Nitrogen source should be 50% W.I.N. (water insoluble nitrogen) for slow release.

Winter (December 15 to March 15)

This is the time of year when the hybrid Bermuda is dormant. During dormancy the leaf tissue is brown with no vertical growth. The roots, however, are still growing at this time of the season, although at a slower rate during other times of the year. One or two applications of phosphorus (P) and potassium (K) are important at this time. In addition, gypsum remains an important part of the overall program to combat the high carbonates and assist in moving salts through the rootzone profile. This is especially important during the rainy winter season.

12/15 Apply a pre-plant fertilizer that is high in phosphorus and potassium to provide nutrients for root growth. Some nitrogen is okay to have as well. For example, a fertilizer containing 6-20-20 (NPK) would be good. Apply at a rate of 1 lb of P and K per 1,000 sf.

3/1 Apply 39-0-0 at 1 ½ lbs/1,000 sf. Water in with 15 minutes per station.

Spring (March 15 to June 15)

The hybrid Bermuda grass will break dormancy towards the end of March in Laguna Hills during typical years. For a successful transition out of dormancy it is important that the grass has been properly fed prior to dormancy and that the plants reserves are full. This condition will allow the plant to get a quick healthy

start into the new growing season. This is especially true under turfgrass that is subjected to heavy traffic like Laguna Hills.

4/1 Apply a complete fertilizer with an NPK ratio of 4:1:4 or 5:1:5 or thereabouts. Something such as 20-5-20 or 25-5-25, etc. of ammonium sulfate or ammonium nitrate would be good. Apply at a rate of 1 lb N per 1,000 sf. Water in at 15 minutes per station.

4/15 Apply gypsum at 20 lbs/1,000 sf. Water in at 15 minutes per station. Five days or so following application, heavily irrigate with 60 minutes per station if field schedule allows. Be careful not to heavily irrigate if scheduled field activities are within three or four days.

6/1 Apply iron chelate and foliar nutrients per City Parks Supervisor's recommendation.

Summer (June 15 to September 15)

This is the time of year when the hybrid Bermuda is growing the most and, as such, requires an elevated fertility program. The nitrogen availability should be around 1½ lbs per 1,000 sf per month during this high growth and especially in high sand rootzones.

6/15 Apply a fertilizer per May soils test at 1 lb N/1,000 sf (the Roots applied earlier will supplement the nitrogen requirement). Water in at 15 minutes per station.

7/15 Apply a complete fertilizer at 1 lb N/1,000 sf. Water in at 15 minutes per station.

8/15 Apply Nitra-King 27-3-7 at 1 lb N/1,000 sf. Water in at 15 minutes per station.

9/1 Apply Nitra-King 27-3-7 at recommended rate. Water in at 15 minutes per station.

Soil Samples

Once each year around mid-May take soil samples for analysis. Samples should be randomly taken from each of the three sites separately. Fertility program should be adjusted each year from the results of the soil samples. Samples should be taken annually when the soil temperature is warm in the spring and the turfgrass is out of dormancy.

Mowing

Mowing height and frequency is based on the turfgrass species and growth activity. The hybrid Bermuda grass at Laguna Hills prefers to be mowed at a height of ½ to ¾ inch. The City recommends that the height-of-cut for the fields at Laguna Hills be at the upper end of the range due to the high amount of traffic that they will receive (¾ inch).

Mowing frequency is based on the one-third rule, which means that no more than 1/3 of the leaf is removed during mowing at any one time. During the growing season (spring, summer, and the first half of autumn), the field should be mowed two days per week to satisfy the one-third rule and to maintain a dense tight canopy that will support heavy use. As the Bermuda growth slows (during cooler temperatures) mowing frequency will be lessened to perhaps once a week. During dormancy (December to March) the field may only require mowing monthly, if that.

Clippings should be left and not collected, except on the Little League infield.

Mowing should be done with a reel-type mower with the proper reel-to-bedknife adjustment to avoid tearing and ripping the grass. The type of unit used in mowing should have both a front and rear roller on each of the cutting units to maintain an even uniform cut. Alternating directions with each mowing will minimize grain and help prevent the grass from laying down in one direction or the other. Alternating mowing directions is important in maintaining a tight dense canopy for wear tolerance.

Verticutting

Periodically during the growing season, it is necessary to “thin out” the aggressively growing Bermuda. Verticutting removes thatch and severs stolons and stems that help to maintain a dense tight canopy. Removing the thatch slows for more efficient use of water and nutrients. De-thatching also helps control the sponginess of the surface creating a better growing environment for the grass and better playing conditions for users. It also prevents the potential for scalping when mowing.

Verticutting shall be done at least once each year during the summer months when the schedule allows. The debris generated from the verticutting process should be removed and discarded in the appropriate manner.

Irrigation

One of the most important items in providing and maintaining optimum growing conditions for the grass and playing conditions for the users is proper water management. Too much water is usually worse than too little water. With the high

sand rootzone in Laguna Hills, proper irrigation is extremely important for plant health and field playability.

Proper irrigation scheduling is something that must be monitored daily. Climatic conditions dictate the amount of water to apply. Obviously, hot sunny days in the summer require more water than cool cloudy days in the winter. Scheduling when to water and how much to water is something that must be looked at each day.

The irrigation should be scheduled in such a way that it will not interfere with any activity on the fields. If games are scheduled only in the evenings then it should be scheduled to complete watering by 6 a.m. to allow for a drying period before activity. This will also allow for mowing and other fieldwork to take place during the day without interference. If early morning play is scheduled then the irrigation system would need to be started earlier to avoid interference with activity. The very best time to irrigate during the summer months is in the early morning hours (2 a.m. to 6 a.m.). The idea is to avoid water on the leaf tissue for any length of time. Watering in the early morning allows the water on the leaves to be quickly evaporated by the rising sun. Watering in the early evening is perhaps the worse time to irrigate because water will remain on the leaf tissue all night and into the morning hours until the sun can finally evaporate it from the leaf surface. The longer water remains on the leaf tissue the more susceptible the plant is to disease.

The precipitation rate of the irrigation system at Laguna Hills is approximately $\frac{1}{2}$ inch per hour based on the head spacing of the Hunter I-40 system. The nozzle used will affect water output from each head and will affect the precipitation rate. The booster pump, when operating, will also affect the precipitation rate. The precipitation rate of the irrigation system is important to know since it affects how the system is scheduled and operated during the course of the year. An irrigation specialist should verify the precipitation rate of the system at Laguna Hills.

Aeration

At least once per year, the fields should be core aerated to help relieve soil tension caused by compaction. Even sand-based rootzones require periodic core aeration. During August, field down time, aerate. Solid tine aeration should be done twice a year, once in the spring and once in the fall as determined by the City Parks Supervisor.

Core aeration should be done during the growing season so the grass can repair itself from the damage created by this beneficial process. The cores or plugs generated from this process should be removed; however, they can be broken up by dragging with a dragmat or mowed. Core aeration is best performed in July or August. Two to three days of field down time would be required to core aerate.

Solid tine aeration is another form of aeration that helps relieve soil compaction and enhance water and nutrient movement. This process is less disruptive to the

surface and consequently, can be done during time of heavy field activity. The duration of solid tine aeration is much shorter than core aeration; however, its benefits are of equal value. Slicing can be performed in April, May, June, July, August, September, or October. No field time down time is required to solid tine aerate.

Topdressing

Topdressing is an important part of turfgrass management. It not only helps to level the surface area; it also assists in the decomposition of thatch and enhances the environment for beneficial microbial activity.

The topdressing material used should be very similar to the composition of the rootzone to avoid any potential problems with layering. I would suggest a topdressing material composed of washed medium sand (0.25 mm to 0.50 mm) combined with a well-decomposed peat moss at a ratio of 10 parts sand to 1 part peat. The two could be applied separately and dragged in with a dragmat or brush.

Application rate should not exceed ¼ inch in depth. To apply topdressing at ¼ depth it will require 34 cubic yards of material per acre. Topdressing should be done in conjunction with core aeration during the summer months or at a time when the field has no scheduled activity.

The topdressing equipment should be capable of evenly and uniformly distributing the material.

Sodding

With the anticipated field scheduling it will most likely be necessary to periodically resod certain areas of both the soccer field and the baseball field. The Contractor shall sod worn out areas as directed on an ongoing basis. In particular, the goal mouths and sideline areas of the soccer field and the areas in front of the dugouts, around home plate, and in front of the pitcher's mound on the baseball field.

The soccer goal mouths and sideline areas may not require sodding if the fields are occasionally moved or rotated to spread out the wear. The baseball field however cannot be moved and annual resodding in the highest traffic areas will most certainly be required.

It's important to resod with the same turfgrass species and variety that presently exists to maintain uniformity and growth habits. The grass at all three fields is hybrid Bermuda as specified by the City Parks Supervisor.

When resodding it's equally important to maintain the same or similar growing medium that the field is constructed with to avoid severe layering. Creating a significantly different layer of soil on top of the constructed rootzone will have an

adverse effect of turfgrass growth. Maintaining a similar soil medium at the sod/rootzone interface will minimize problems in achieving healthy turfgrass growth.

Any resodding should be done during the growing season for hybrid Bermuda grass. The best times to resod are during the months of June, July, or August. This resodding work is designated as Extra Work.

Every two years, the City completely re-sods the two soccer fields. From July 5th to September 1st during the time of re-sodding, these two fields will be closed. This work is extra work that may or may not be performed under the Agreement at the City's discretion. A separate specification will be provided at the time of that work.

Overseeding

The City requires a prudent interseeding program for Laguna Hills soccer fields with minimum overseeding during the winter months. During the month of December, the soccer fields shall be overseeded with VIP perennial ryegrass, 3 Blends @ 12 lbs per 1,000 sf.

Perennial ryegrass is the seed most commonly used and the one the City recommends for interseeding. It germinates with five days under optimum conditions and becomes established within three weeks. The seed used should be certified "blue tag" seed. Using this high-quality seed will prevent the introduction of weeds and will maximize the germination rate of the seed.

Seeding rate for athletic fields should be between 10 and 12 lbs per 1,000 sf. The best results are obtained using a slit-seeder that sets the seed slightly in the soil to allow for maximum germination. This is important when the field cannot be taken out of play for any length of time. A broadcast type seeder can also be used by the seed mortality rate is much greater than with a slit-seeder. A topdress material composed of organic matter and peat sand should be used on the soccer fields, since the overseed occurs during the month of December. The overseeding and topdress material shall be provided and installed at no additional cost.

BASEBALL/SOFTBALL INFIELDS

Infield Skin

The material selected for the infields at Laguna Hills is excellent in terms of the percentages of sand, silt, and clay. With proper maintenance they will provide excellent playability for many years to come.

There are three important aspects to a good infield. The first is to maintain a good firm moist base. With the material selected for Laguna Hills a good base can be achieved with proper watering. The clay base must be kept moist and not allowed

to dry out during the season. This will require daily watering with the amount dependant upon climatic conditions and scheduled activity.

The second important aspect to a good infield is maintaining a soft cap. The cap is loose material approximately ¼ inch deep on top of the base. The loose cap provides a safe uniform surface for the ball to bounce and roll on and for the players to fall and slide on. It too, should be kept moist to provide the resiliency necessary to safely play the games.

The cap material is typically comprised of calcined clay or vitrified clay that absorbs and retains moisture and helps prevent compaction. These two heat-treated clays should also be worked into the upper one-inch of the base surface to aid in moisture retention and compaction resistance of the base.

With the base material already in place at Laguna Hills, the City recommends approximately 10 tons of calcined clay be added to each infield and baseline areas. Eight tons should be scarified into the upper one inch and two tons should be spread on top of the base to create the cap. The amounts vary and will be determined by the Parks Supervisor.

There are four or five manufacturers of calcined clay and vitrified clay products. For calcined clay Turface® ProLeague works well. There are others. For vitrified clay Diamond Pro® works well. There are others. Soilmaster is used on the softball field and will need to be laser leveled. The materials and installation for this work of the annual placement of calcined clay shall be provided at no additional cost.

The third important aspect of a good infield is maintaining adequate moisture in both the base and the cap. Again, this will require daily watering with the amount and frequency dependent on the climatic conditions. To adequately water such a large area it is best to use a one-inch diameter hose with quick coupler that has at 90 lbs of pressure and a nozzle that adjusts from off to a stream to a rose spray. The idea is to maintain adequate moisture throughout the base and cap that will allow for optimal play in terms of ball bounce, ball roll, and player safety.

To achieve and maintain a proper cap layer the field needs to be “worked” on a daily basis. To properly work the infield three basic types of drags are necessary. One is a scarifier drag that loosens up the upper portion of the base. This should be done lightly on a daily basis and deeper more aggressively on a monthly basis. The light scarification requires approximately 25 pounds of weight on a frame with two-inch nails spaced about one inch apart. The more aggressive scarification requires approximately 100 to 200 lbs of weight for deeper penetration.

The infield should be worked every day there are games or practices to provide a safe playing surface. It's always better to do a little work each day towards repairing the damage of field activity than to wait and have to do a lot of work at

the end of the season to correct the damage. Working the field each day helps to make the infield a safer surface to play on.

Mound/Homeplate Areas

The pitching mound on the baseball field, the pitching circle on the softball field, and the home plate areas (batter's boxes and catcher's boxes) are the areas that must support the greatest amount of concentrated activity. As a result, they must be comprised of a stronger material than the infield skin mix. These areas must be constructed of a heavier clay material than the rest of the infield. Material that contains at least 40% clay is best to use at these locations.

Turface® and Diamond Pro® have products that work very well. There are others that work well, also. Turface® Mound Master™ bricks contain the proper amount of clay and are easy to work with. These are "unfired" bricks of clay that can be purchased in pallets of 300 bricks per pallet.

The holes created at the pitching areas and home plate areas shall be repaired on a daily basis in order to maintain optimum and safe conditions. To repair a hole it's important to remove all existing loose material by sweeping the hole with a broom. Then the hole and surrounding area is lightly wet down to make the clay sticky and tacky. The new clay, in brick or bulk form, is then added to the hole and pounded in to bond with the solid clay at the bottom of the hole. If the hole is more than four inches deep then the new clay may need to be added in lifts to assure firmness throughout the hole. This material and installation shall be provided at no additional cost.

CC. LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX - SOFTBALL FIELD SYNTHETIC TURF SPECIAL MAINTENANCE

EQUIPMENT

FieldTurf GroomRight:

Setting:

When setting the FieldTurf Groomright for use, the rotating tines (aerating stars) should penetrate the infill by $\frac{3}{4}$ ". The rakes should penetrate the infill by $\frac{1}{2}$ ". The brushes should not penetrate the infill. Frequency shall be; raking- 4-6 weeks, brushing- 4-6 weeks, aerating- As needed beginning in second year. The recommend vehicle for pulling the grooming equipment is a small tractor with turf tires. Never drive faster than 3 mph and always make wide turns.

FieldTurf SweepRight:

Setting:

When setting the SweepRight for use, make sure that the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top

of the fibers. The sweeping will be done twice per month or as needed. The recommend vehicle for pulling the grooming equipment is a small tractor with turf tires. Never drive faster than 3 mph and always make wide turns.

VEHICLES

Ensure that the machines being used are not leaking. All vehicles should be inspected for possible leakage of oil or hydraulic fluids prior to accessing the field. Vehicles should not exceed the field load-bearing capacity of 70 pounds per square inch (70 psi). Only Vehicle equipped with pneumatic rubber turf tires are permitted to drive directly on the field surface. Turning of the Vehicle on the surface should be done in a wide radius. Turning of the Vehicle should only be done when the vehicle is in forward motion. Abrupt and sudden breaking must be avoided. Sudden acceleration and spinning of the wheels must be avoided. Vehicle wheels must be clean at all times to prevent mud or dirt from being deposited on the field surface

Improper use can damage the equipment and the field. The following key facts must be observed:

- Do not operate any equipment until it is on the field
- Do not operate any equipment while in a stationary position
- Always turn off equipment just before stopping
- When sweeping, check your collector basket immediately after starting and do so often
- Collecting too much rubber while sweeping will indicate improper settings
- Pay special attention to high traffic areas, where the fibers and infill levels may be different from other parts of the field. Adjust the settings accordingly
- Driving of vehicle should be down along the seams of synthetic as much as possible

FIELD MAINTENANCE:

Debris Control:

All synthetic turf areas shall have regular program of debris pick up while utilizing "hand removal", supplemented by "mechanical removal" of all foreign objects other than synthetic turf fibers and infill rubber. Hand Removal may include plastic rakes and/or back pack blowers. When using a backpack blower, never point back blower down towards turf, rather hold the blower as low and parallel to the synthetic as possible to minimize the displacement of infill. Mechanical removal shall be employed as needed to aid in maintaining the synthetic turf in a "debris free" condition. Mechanical removal shall be completed utilizing a lightweight multi-purpose utility/tow vehicle with wide turf type wheels. The vehicle shall tow

FieldTurf Sweep Right. The proper use of the sweeper shall not remove the rubber infill in the synthetic turf. The brush setting shall be monitored. The actual setting shall be set so that it barely touches the tips of the fibers of the synthetic turf. Do not set the brush so low that it digs into the infill material or backing

Surface Brushing and Raking:

All synthetic turf shall have a regular program of surface brushing and Raking utilizing Fieldturf GroomRight to raise the synthetic fibers and even out infill. At all times, there must be no less than ½" and no more than ¾" synthetic turf showing above infill. Maintaining the infill is critical to fiber performance and player safety. Surface raking shall be employed every 4-6 weeks to maintain proper infill planarity and infill depth. Surface raking should never penetrate the infill by more than ½". Surface brushing shall be employed every 2 weeks to maintain proper infill depth and fiber appearance. Surface brushing should never penetrate the infill. In high traffic areas such as home plate, 1st base, 2nd base, 3 base and pitching circle; Infill top dressing may be needed. This will be done by adding infill by hand to those areas and by using a plastic rake or broom, sweep/rake the infill into the low areas around the bases/pitching circle. Infill topdressing by hand should be done after every game or as needed.

Infill Material:

Weekly, inspect the base path areas for the condition of the infill material. Rake any displaced infill to its intended location as recommended by the manufacturer. Add infill material to create a flush uniform fill as recommended by the manufacturer and best management practices at no additional cost.

Task Frequency Summary (occurrences per year)

Synthetic Turf

Annual Days

Hand-Pick Litter and Debris.....	260
Leafblow entire field and dugouts.....	52
Sweeping.....	24
Brushing/Raking.....	12
Top-Dress Infield Infill.....	52

DD. CABOT PARK - SPORTS FIELD AND LANDSCAPE MAINTENANCE – SPECIAL MAINTENANCE REQUIREMENTS

General: The following operational checklist shall be implemented on a weekly basis as part of a Contractor's performance and reporting requirements. The Contractor shall schedule irrigation and landscape maintenance operations so they will not interfere with sports field use or activities.

1. Inspect the sports field or play area for areas where grade changes have occurred indicated by low spots that collect water on which grass fails to grow. All sports fields shall be kept at a level grade to provide a uniform height of turf grass. This is done by topdressing low places with a sports field sand.
2. Inspect the sports field or play area for proper water drainage away from the playing surface. If drainage is not evident, irrigation management in the affected area is critical to prevent landscape failure.
3. Inspect the sports field or play area for hazardous holes or depressions that may cause a player to trip. Those found should be filled as directed by the City Parks Supervisor. Stones and other debris that may interfere with play or cause injury should be removed.
4. Inspect the sports field play area to see that the soil absorbs irrigation and rain water rapidly enough to provide reasonably good footing on the surface of the field. If improvement is indicated, schedule aerification immediately.
5. Inspect the sports field or play area to see if the turf surface is being irrigated evenly with a reasonable volume of water.
6. Inspect the sports field or play area for the conditions of turfgrass cover. Uniform thinning over the entire area is to be corrected with additional seeding. If thinning or bare spots occur in isolated areas, replanting will be necessary in those areas.
7. Inspect brick dust areas for depressions. All brick dust areas shall be raked level and depressions filled on Friday of each week. Annually, acquire and spread replacement brick dust.

Maintenance

General: The Contractor shall be responsible for providing all labor and materials necessary for the upkeep of sports fields. Since sports fields are high-use facilities, maintenance operations must be performed during short breaks in athletic scheduling to accomplish required turf care. Special provisions for sports field maintenance shall include, but not be limited to, the following:

1. Aerification:
 - a. Shall be scheduled to precede scheduled rejuvenation operations.
 - b. Frequency shall be four (4) times per year at a 3" minimum core depth with a maximum spacing between holes of 4"; to be accomplished by making three passes at right angles to one another.

2. Mechanical Spiking:
 - a. To break up surface crust of soil.
 - b. Frequency shall be two times per year, unless otherwise directed by the City Parks Supervisor, as follows:

Mid-Spring
Mid-Summer
Mid-Fall
Mid-Winter

3. Irrigation:
 - a. Monitor controller stations and adjust irrigation schedules daily or as necessary.
 - b. Check all sports fields daily with a soil probe for adequate moisture.
 - c. Minor repairs shall be completed within four (4) hours of notification.
 - d. Check irrigation systems weekly or more frequently if directed by the City Parks Supervisor. System checks shall be verified by Supervisor and recorded weekly.
 - e. Special water requirements (i.e., field reseeding operations, fertilization programs, etc.) shall be monitored by Contractor personnel seven (7) days a week or as necessary.

5. Fertilization:

Turf fertilizer will be applied per the Annual Fertilization Schedule A with the exception that turf will be fertilized a minimum of six (6) ten (10) times per year to maintain a deep green color and healthy root system. All other plant material will be fertilized in accordance with the "Specific Requirements" section of this document. Four (4) times per the Annual Fertilization Schedule (see Appendix VI).

6. Mowing:

Sports field turf will be mowed in accordance with these specifications except that sports fields will be mowed using reel type mowers only. Rotary mowers will not be used on sports fields. Reel type mowers for Cabot Park will be stored in the storage facilities at the park and will be used exclusively for Cabot Park and not on any other turf areas in the City will be cleaned thoroughly prior to use to eliminate

the introduction of off-site weed seeds. Ball diamonds will be edged weekly. The brick dust areas will be grass and weed free.

7. Topdressing:

Topdressing of the entire athletic playing surface shall be done as needed on an annual basis. Contractor shall provide topdressing machine and silica sand materials and shall be responsible for application of topdressing at no additional cost.

BASEBALL INFIELDS

Infield Skin

The material selected for the infields at Laguna Hills is excellent in terms of the percentages of sand, silt, and clay. With proper maintenance they will provide excellent playability for many years to come.

There are three important aspects to a good infield. The first is to maintain a good firm moist base. With the material selected for Laguna Hills a good base can be achieved with proper watering. The clay base must be kept moist and not allowed to dry out during the season. This will require daily watering with the amount dependent upon climatic conditions and scheduled activity.

The second important aspect to a good infield is maintaining a soft cap. The cap is loose material approximately ¼ inch deep on top of the base. The loose cap provides a safe uniform surface for the ball to bounce and roll on and for the players to fall and slide on. It too, should be kept moist to provide the resiliency necessary to safely play the games.

The cap material is typically comprised of calcined clay or vitrified clay that absorbs and retains moisture and helps prevent compaction. These two heat-treated clays should also be worked into the upper one-inch of the base surface to aid in moisture retention and compaction resistance of the base.

With the base material already in place at Laguna Hills, the City recommends approximately 10 tons of calcined clay be added to each infield and baseline areas. Eight tons should be scarified into the upper one inch and two tons should be spread on top of the base to create the cap. The amounts vary and will be determined by the City Parks Supervisor.

There are four or five manufacturers of calcined clay and vitrified clay products. For calcined clay Turface® ProLeague works well. There are others. For vitrified clay Diamond Pro® works well. There are others. Soilmaster is used on the softball field and will need to be laser leveled. These materials and annual installation shall be provided at no additional cost.

The third important aspect of a good infield is maintaining adequate moisture in both the base and the cap. Again, this will require daily watering with the amount and frequency dependent on the climatic conditions. To adequately water such a large area it is best to use a one-inch diameter hose with quick coupler that has at 90 lbs of pressure and a nozzle that adjusts from off to a stream to a rose spray. The idea is to maintain adequate moisture throughout the base and cap that will allow for optimal play in terms of ball bounce, ball roll, and player safety.

To achieve and maintain a proper cap layer the field needs to be “worked” on a daily basis. To properly work the infield three basic types of drags are necessary. One is a scarifier drag that loosens up the upper portion of the base. This should be done lightly on a daily basis and deeper more aggressively on a monthly basis. The light scarification requires approximately 25 pounds of weight on a frame with two-inch nails spaced about one inch apart. The more aggressive scarification requires approximately 100 to 200 lbs of weight for deeper penetration.

The infield should be worked every day there are games or practices to provide a safe playing surface. It's always better to do a little work each day towards repairing the damage of field activity than to wait and have to do a lot of work at the end of the season to correct the damage. Working the field each day helps to make the infield a safer surface to play on.

Mound/Homeplate Areas

The pitching mound on the baseball field, the pitching circle on the softball field, and the home plate areas (batter's boxes and catcher's boxes) are the areas that must support the greatest amount of concentrated activity. As a result, they must be comprised of a stronger material than the infield skin mix. These areas must be constructed of a heavier clay material than the rest of the infield. Material that contains at least 40% clay is best to use at these locations.

Again, Turface® and Diamond Pro® have products that work very well. There are others that work well, also. Turface® Mound Master™ bricks contain the proper amount of clay and are easy to work with. These are “unfired” bricks of clay that can be purchased in pallets of 300 bricks per pallet.

The holes created at the pitching areas and home plate areas shall be repaired on a daily basis in order to maintain optimum and safe conditions. To repair a hole it's important to remove all existing loose material by sweeping the hole with a broom. Then the hole and surrounding area is lightly wet down to make the clay sticky and tacky. The new clay, in brick or bulk form, is then added to the hole and pounded in to bond with the solid clay at the bottom of the hole. If the hole is more than four inches deep then the new clay may need to be added in lifts to assure firmness throughout the hole. This material and work shall be provided at no additional cost.

EE. CIVIC CENTER AND EL TORO ROAD STREETSCAPE – SPECIAL MAINTENANCE REQUIREMENTS

Civic Center

Landscape maintenance work at this facility shall occur five (5) days per week. Daily Task include but are not limited to:

1. Inspect the Civic Center area for any landscaping or irrigations adverse conditions requiring maintenance. Prepare a monthly report of the inspection log and notes, including any adverse conditions identified and the actions taken to address the adverse conditions.
2. Blowing parking lot, collect leaves and debris
3. Removing debris from the landscape
4. Removing debris, including olive and date fruit from trees and from all walkways
5. Remove any and all weeds from planter beds
6. Notify City Parks Supervisor of any potential hazards, such as broken hardscape, tripping hazards or holes.

The turf at the Civic Center will be mowed weekly and landscape maintenance shall be performed monthly or as needed.

El Toro Rd Streetscape (Parkways, Enhanced Corners and Median Islands)

EL Toro Road is one of the main entry points into the City and given its close proximity to the Civic Center and Central Business District of the City, additional maintenance detail is given to the area on El Toro Road between Avenida de La Carlota and Paseo de Valencia. This special detail occurs weekly. Weekly tasks include but are not limited to:

1. Removing debris from the landscape in the right-of-way and median islands
2. Blowing and removing debris from all walkways
3. Removing any and all weeds from right-of-way and medians islands. This includes removing all tree saplings that may growing in the landscape.
4. Adjusting and straightening tree stakes, including training upright growth of the trees, as needed.
5. Removal of tree seed pods. One to two times per year, depending upon tree production (the Bauhinia x blakenana produces seed pods that are to be removed).

The regular landscape maintenance will be performed monthly.

FF. WETLANDS AND NATURAL HABITAT MAINTENANCE SPECIFICATIONS

The Alicia Wetlands and natural habitat is an approximate ten acre fenced site located along the northerly side of Alicia Parkway from Via Lomas to Moulton Parkway. This area shall be inspected and maintained on a quarterly basis for routine landscape maintenance and annually (prior to the rain season) for water course functionality and drainage system operational condition. All work shall be performed with common landscape maintenance hand tools. The following Wetland maintenance activities shall include but are not limited to:

1. Check for and remove invasive wetland plants
2. Inspect low flow orifices and other pipes for clogging.
3. Check for debris including any homeless encampments
4. Clean and remove debris after major storm events
5. Inspect wetlands for possible mosquito production
6. Identify broken signs, locks, and fencing in need of repair.
7. Repair erosion and downcutting of water course.
8. Remove vegetation that may impede water flow into or out of the area.
9. Provide a quarterly written report of work performed and inspection findings.

The Oso Wetlands and Pond is located within a maintained landscape area on the northerly side of Oso Parkway easterly of Moulton Parkway. This approximate one-half acre area primarily consists of a pond with land fingers and cattail reeds. The following maintenance activities shall include but are not limited to:

1. Quarterly inspect this area and remove invasive species, litter and debris.
2. Annually, each January, cut all cattail reeds to the water line.
3. Monitor for any mosquito production.
4. Provide a quarterly written report of work performed and inspection findings.

GG. LANDSCAPE MAINTENANCE EQUIPMENT

The following equipment shall be provided by the Contractor for landscape maintenance operations in the City of Laguna Hills. Equipment may be owned,

leased, and/or rented by the Contractor. All equipment, except hand tools, shall not be more than five (5) years old at the beginning of the Landscape Maintenance Services Agreement. All equipment shall receive scheduled preventative maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to the City Parks Supervisor approval. Any piece of equipment deemed unsatisfactory by City Parks Supervisor shall be repaired or replaced immediately.

MOWING EQUIPMENT

1. Mechanically, ground driven or hydraulic driven gang reel mowers capable of providing variable cutting widths and cutting heights of 1" shall be used on warm season turf grasses such as common Bermuda and Kibiyu grasses.
2. Hydraulic driven reel mower with reels having a minimum of nine blades commonly referred to as Triplex mowers shall be used on all hybrid Bermuda turfgrasses. Mowers shall provide a minimum cutting width not to exceed 84". Mowers shall be capable of providing cutting heights from $\frac{3}{4}$ " to $\frac{1}{2}$ " and have the ability of collecting grass clippings if deemed necessary by the City Parks Supervisor.
3. Rotary mowing lawn tractors shall be used to cut cool season grasses or overseeded dormant Bermuda. Mower deck widths shall vary depending on terrain and location; however, a minimum width of 60" shall be maintained. Mowers shall be capable of providing cutting heights from 1 $\frac{1}{2}$ " to 3" and have the option of collecting grass clippings if deemed necessary by the City Parks Supervisor, and or mulching to eliminate green waste. Minimum three (3).
4. Self-propelled walk behind seven (7) bladed commercial reel mowers with the capability of collecting grass clippings will be required on small turf areas, i.e. John Deere or Jacobson Greens Mower.

VERTICAL MOWERS/DETHATCHER

1. Self-propelled walk behind vertical cutting mowers (renovators) shall be used on small turf areas such as areas not easily accessed by larger vertical cutting mowers, or areas deemed necessary by the City Parks Supervisor.
2. A vertical cutting mower (dethatcher) hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on large turf areas. Blades shall be free swinging and spaced a maximum of 2" apart.

3. A vertical cutting mower (renovator) hydraulically or P.T.O. driven from attached tractor with fixed 1/8" thick, 12" diameter, 8-10 pointed slicing type blades, spaced a maximum of 2" apart, shall be used on all hybrid Bermuda grasses.

FLAIL MOWER

A flail mower hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on all areas requiring periodic weed abatement mowing. Flail mower shall be equipped with appropriate type, free swinging blades spaced a maximum of 2" apart.

TURF VACUUM/POWER RAKE

Contractor shall include a turf vacuum/power rake having the capability to pick up leaves, verticut clippings, turfgrass clippings, aeration plugs, and other debris. Turf vacuum/power rake shall be a minimum of 60" wide, and have an agitating raking mechanism to aid in the proficiency of the vacuum.

AERATOR

1. Walk behind, self-propelled aerators shall be used on smaller turf areas such as: median islands quads, areas not easily accessed by larger aerators, or other areas deemed necessary by City Parks Supervisor. Aerators shall have tines 3/4" in diameter spaced a maximum of 3" apart.
2. Aerators a minimum of 60" wide shall be used on large turf areas. Aerators shall run under their own power or be pulled from an attached tractor. Aerators shall be capable of following contours and minor grade changes in the turfgrasses. Aerator tines shall be 3/4" in diameter, spaced a maximum of 3" apart, and be capable of penetrating the soil to a minimum depth of 5". Aerators capable of collecting plugs for removal may be required by the City Parks Supervisor.

FERTILIZER SPREADER

Contractor shall include a fertilizer spreader, P.T.O. driven from attached tractor with a minimum hopper capacity of 600 lbs.

UTILITY TRACTOR

Contractor shall include a utility tractor capable of operating specified equipment. Tractor shall provide power to auxiliary equipment. Power provided (hydraulic or P.T.O.) shall be within manufacturer specified limits for attached equipment, i.e. dethatching, aerating, turf vacuuming implements.

TOPDRESSER

Contractor performing maintenance on athletic fields will need to include marathon topdressing machine or be expected to rent and provide this type of equipment for this periodic service. Topdresser shall be capable of spreading ¼" of topdressing mix on a 300' X 200' soccer field in a normal working day.

IRRIGATION REMOTE CONTROL UNITS

Contractor shall include as many Rain Master or equal remote control transmitter and receiver model #RT5 and RRAD and Smart Mobile Phones for the irrigation technicians to utilize to facilitate efficient testing and modifying of irrigation systems and controller schedules.

VEHICLES

General: All Contractor's employees that utilize vehicles shall maintain a valid State of California Driver's License. The Superintendent, Forepersons and Irrigation Technicians shall each maintain a valid State of California Driver's License.

1. For general maintenance and frequent hauling across turf areas, only light utility vehicles with turf tires shall be utilized.
2. For all crew transportation and equipment transportation, utilize licensed vehicles of the appropriate size for the intended use. All vehicles shall be in good working condition, be less than five years old from the date of manufacture, be uniform in appearance, have the Contractor's name clearly displayed on each vehicle and shall be maintained at all times without visible vehicle or paint damage.
3. Two (2) vehicles shall be provide for independent use by the two irrigation technicians.
4. All vehicles shall have emergency flasher safety beacons affixed to the top of the vehicle as needed.

FF. ALTERNATE BIDS SCOPE OF WORK

BID ALTERNATE 1

If Alternate Bid 1 is awarded to the Contractor, it shall be an additive bid. The Contractor shall maintain two residential parks with special attention to pesticide usage for a one-year test period. The two parks shall be Veeh Ranch Park and Mandeville Park. The combined maintenance area of these parks equates to 14.21 acres of turf and 0.65 acres of landscape. The parks shall be maintained to City

landscape standards describe in these specifications in their entirety for a period of one year but without the use of synthetic pesticides. In lieu of the use of synthetic pesticides, alternate pesticide products listed on the OMRI.org site, recommended by a licensed Pest Control Advisor and approved by the City shall be selected for use as needed.

Alternate pesticide products shall be labeled with a Signal Word not exceeding "CAUTION" as defined by the Environmental Protection Agency (EPA) in accordance with provisions of "40 CFR § 156.64 - Signal word".

The Contractor shall document the conditions in these park sites to include, but not be limited to, the following. 1) At initiation of Project services, photo documentation, including ground and aerial drone photographs and video, of the entirety of each site. 2) An initial set of four comprehensive soil agronomic analyses of samples taken and evaluated at each of these park sites. 3) A quarterly repetition of the four comprehensive soil agronomic analyses of samples taken and evaluated at each of these park sites. 4) A quarterly report of overall landscape maintenance performance, soil conditioning efforts made and integrated pest management services provided to date including an objective evaluation of the results of these services. 5) At the completion of the one-year test, provide a report of the evaluation of this test including photo documentation, including ground and aerial drone photographs and video, of the entirety of each site, an analysis of the integrated pest management services, a detailed financial cost analysis and an analysis of the condition of the landscape. All costs for services, including the need for additional labor resources, shall be substantially detailed for a one-year period of evaluation.

Pesticides are chemicals designed to kill living organisms, including microorganisms, insects, plants, and mammals. Herbicides, insecticides, fungicides, and rodenticides all fall within the broad category of pesticides. The Contractor will use an integrated approach for pest control. An integrated pesticide management approach will include a combination of techniques, including preventative, cultural, mechanical, and chemical control:

Preventative Control - Contractor will be able to identify all stages of common pest at each site. Weeds will be cut or removed prior to flowering to prevent the spread of seeds. Removing leaves and debris from under shrubs. Wash the underside of mower to prevent spreading weed seeds.

Cultural Control - Contractor will adjust the frequency and amount of irrigation to limit the facilitating factors for pest. Mow and line trim all weeds prior to flowering. Aerate turf no less than 3 times per year to encourage stronger turf root development and reduce weed development. Fertilize according to label to minimize over fertilization which can lead to sucker growth, which then encourages aphids. Regardless, Contractor shall make efforts to improve the soil health profile through the application of soil

amendments and cultural practices with supplemental fertilizer applications as needed for good landscape health. Mulch will be placed in all landscaped areas.

Mechanical Control - All weeds not controlled by non-synthetic pest control will be removed by hand-pulling or hoeing in landscaped areas and line trimmed in hardscape areas. Additional labor resources shall be utilized as needed for this purpose and shall be incorporated into the cost of services as represented by the Alternate Bid price bid.

Pests can be reduced by pruning plants to allow air movement, light, and reduce humidity. Plant material can be washed off to prevent the establishment of known pests. Turf should be mowed once a week to prevent turf weeds from seeding.

Chemical Control - When all other integrated pest management techniques fail, chemical control will be used. Only products listed on the OMRI.org website with signal word CAUTION will be accepted. These products will be applied according to the label and licensed pesticide applicator recommendations.

Maintenance will be recorded in terms of weekly man hours and materials cost. Contractor shall document chemical control effectiveness, including quantities and frequency used. The Contractor shall advise the City Parks Supervisor of any conditions that may be unsafe to the public. The City Parks Supervisor may require that the Contractor accompany him on an inspection of the work done or being performed at either site to evaluate the status and confirm the work meets or have met the specification herein. Any work found not in compliance with these specifications, whether Contractor is present for any inspection or not, must be immediately corrected.

BID ALTERNATE 2

If Alternate Bid 2 is awarded, it shall be an additive bid. Bid Alternate 2 will include the same integrated pesticide management approach to landscape maintenance that is described above in Bid Alternate 1, however, unlike Bid Alternate 1, Bid Alternate 2 will include all active recreation areas within the residential parks and sports parks as listed in the Inventory for Landscape Maintenance Areas. In Laguna Hills, there are twelve residential parks, which include, Mandeville Park, Mendocino Park, El Conejo Park, Knotty Pine Park, Mackenzie Park, Costeau Park, Stockport Park, Beckenham Park, Clarington Park, San Remo Park, Santa Vittoria Park and Veeh Ranch Park. The combined maintenance area of these parks equates to 50.9 acres of turf and 5.05 acres of landscape. The City of Laguna Hills also has two sports parks, Cabot Park and the Community Center and Sports Complex. The combined maintenance areas of these two sports parks equates to approximately 12 acres of turf and 13.2 acres of landscape.

The Contractor shall document the conditions in these park sites to include, but not be limited to, the following. 1) At initiation of Project services, photo documentation, including ground and aerial drone photographs and video, of the entirety of each site. 2) An initial set of one comprehensive soil agronomic analyses of samples taken and evaluated at each of the park sites. 3) An annual repetition of the comprehensive soil agronomic analyses of samples taken and evaluated at each of these park sites. 4) An annual report of overall landscape maintenance, soil conditioning efforts made and integrated pest management services provided to date including an objective evaluation of the results of these services and repeat photo documentation. All costs for services, including the need for additional labor resources, shall be substantially detailed.

BID ALTERNATE 3

If Bid Alternate 3 is awarded, it shall be a replacement for the Base Bid. Bid Alternate 3 will include the same integrated pesticide management approach to landscape maintenance that Bid Alternate 1 contains; however, unlike Bid Alternate 1 or Bid Alternate 2, Bid Alternate 3 will include all turf and landscape areas of the City of Laguna Hills. Per the Inventory for Landscape Maintenance Areas, there is approximately 75.33 acres of turf and 245 acres of landscaping. Representative landscape areas, as selected by City, shall be photo documented prior to the start of services, one comprehensive soil agronomy analysis shall be taken and evaluated at each of the selected areas at the beginning of services and annually thereafter, and all costs for services shall be substantially detailed.

APPENDIX I

DRAFT LANDSCAPE MAINTENANCE SERVICE AGREEMENT

APPENDIX II

INVENTORY FOR LANDSCAPE MAINTENANCE AREAS

CITY OF LAGUNA HILLS
INVENTORY FOR
LANDSCAPE MAINTENANCE AREAS

This inventory is provided only as guidance to the Contractor of the general facility areas and the actual quantities of work may be greater or lesser than described herein. The Contractor shall perform his own field review and determination of the work areas on which to base his proposal. Refer to attached map for a general depiction of the work areas. The Contractor shall maintain all city landscape areas in accordance with these specifications regardless of this inventory detail or lack thereof.

NO.	FACILITY TYPE	NAME FACILITIES	TYPE MAINTENANCE	ACREAGE
1.	Park & Irrigated Slope	Mackenzie Park 1 – Playground 2 – Tennis Courts	Turf – weekly Landscape - monthly	3.3 0.43
2.	Park & Irrigated Slope	Stockport Park 1 – Playground 1 – Volleyball Court 1-Picnic Area 1-Multi-Game Area	Turf – weekly Landscape - monthly	2.79 1.20
3.	Park	Knotty Pine Park 1 – Playground 1 – Volleyball Court	Turf – weekly Landscape - monthly	4.7 0.02
4.	Park	Costeau Park 1 – Playground 1 – Basketball Court	Turf – weekly Landscape – monthly (Including west parkway on Velasquez from Hartog to Northrup)	3.53 0.33
5.	Park	Clarrington Park 1 – Playground 1 – Trailhead	Turf – weekly Landscape - monthly	3.62 0.67
6.	Park	Beckenham Park 1 – Playground (3 Parts) 1 – Picnic Area	Turf – weekly Landscape - monthly	4.50 0.04
7.	Park	El Conejo Park 1 – Playground 1-Basketball Court	Turf – weekly Landscape - monthly	2.41 0.89
8.	Park	Mendocino Park 1 – Playground	Turf – weekly Landscape - monthly	4.70 0.80
9.	Park	Mandeville Park 1 – Playground	Turf – weekly Landscape - monthly	3.21 0.64

LANDSCAPE-1

10.	Sports Park	Cabot Park 3 – Sports Fields 1 – Playground Trails 1 – Parking Lot	Turf – weekly Landscape – monthly (See Special Requirements)	7.00 3.20
11.	Median	La Paz Rd. Mackenzie to Cabot Rd.	Turf – weekly Turf – weekly (*turf scheduled for future landscape renovation) Landscape – monthly	0.14 0.01
12.	Median	Los Alisos Blvd Paseo De Valencia to 400 Ft. East of Avenida de la Carlota	Landscape monthly	0.12
13.	Median	Alicia Pkwy. Costeau Dr. to Paseo De Valencia	Turf – weekly Landscape – weekly	1.1 0.01
14.	Irrigated Slope	Alicia Pkwy. (Northwest Side) Paseo de Valenica to Costeau Dr.	Landscape – bi-monthly	1.90
15.	Irrigated Slope	West of I-5 Freeway Georgia Sue Dr. South to Alicia Pkwy.	Landscape – Weed abatement 4x/yr.	2.74
16.	Irrigated Slope	Paseo De Valencia (East Side) Aliso Creek to Kennington Dr.	Landscape – monthly	0.04
17.	Irrigated Slope	Paseo De Valencia Alicia to 750 ft. North of Stockport	Landscape – bi-monthly	2.00
18.	Irrigated Slope	Christina Ct. Slope on Northwest side of Christina Ct.	Landscape – bi-monthly	0.61
19.	Parkway	Cajon Dr. (East Side) El Dorado Dr. (East Side)	Landscape – monthly	0.52
20.	Parkway	Katie Ave. Southside and Cul-de-sac Carol Lane cul-de-sac	Turf – weekly Vine Pockets – monthly (including Katie, Carol, Sara, and Georgia Sue)	0.01 0.01
21.	Parkway	La Paz Rd. (North Side) Rickenbacker to Cabot	Turf – weekly (*turf scheduled for future landscape renovation) Landscape - monthly	0.32 0.01
22.	Parkway	Mackenzie St. (East Side) Costeau Dr. To MacKenzie Park	Turf – weekly Landscape – bi-monthly	0.69 0.07

LANDSCAPE-2

23.	Parkway	Paseo De Valencia (East Side) – Los Alisos Blvd. To Bike Trail Barrier	Turf – weekly Landscape - weekly	0.19 0.01
24.	Irrigated Slope Parkway & Greenbelt	Paseo De Valencia (East Side) Stockport St. to 150 North of Kennington Dr.	Turf – weekly Slope Bi-monthly	3.16 .5
25.	Median	Alicia Pkwy. Paseo De Valencia to Aliso Hills Dr.	Landscape - monthly	0.33
26.	Median	Alicia Pkwy. Aliso Hills Dr. to Moulton Pkwy.	Landscape - monthly	0.31

27.	Irrigated Slope	La Paz Rd Paseo De Valencia to Edison Access	Turf – weekly Landscape – bi-monthly Also 4 times/yr Weed Abatement May-Oct	0.01 12.50
28.	Irrigated Slope	La Paz Rd. Aliso Hills Dr. to Alameda Ave.	Landscape – bi-monthly Weed abatement May-Oct. 4 times/yr.	13.20
29.	Irrigated Slope	Paseo De Valencia (South Side) Ralphs Shopping Center Driveway to Sunburst Ave.	Landscape – bi-monthly	0.40
30.	Irrigated Slope	Paseo De Valencia (South Side) Sunburst Ave. to Alisal Ave.	Landscape – bi-monthly	1.02
31.	Irrigated Slope	Paseo De Valencia (South Side) Alisal Ave. to La Paz Rd.	Landscape – bi-monthly	0.34
32.	Irrigated Slope	Aliso Hills Dr. (North Side) La Sierra Ave. to Luna Bonita Dr.	Turf – weekly Turf – weekly (*turf scheduled for future landscape renovation) Landscape – bi-monthly	0.10 7.00
33.	Irrigated Slope & Parkway	Aliso Hills (South Side) Alameda Ave. to Terra Bella Ave.	Landscape – monthly	4.42
34.	Irrigated Slope	Tocaloma Street Alameda Ave. to 24982 Tocaloma.	Landscape – bi-monthly	1.08

LANDSCAPE-3

35.	Irrigated Slope	El Capitan Ln. Behind 25531 El Capitan to Behind 25611 Creek Dr.	Landscape - quarterly	14.00
36.	Irrigated Slope	Largo Dr. Behind 24772 Largo St. to Behind 25531 El Capitan	Landscape - quarterly	6.75
37.	Irrigated Slope & Quad	Luna Bonita Dr. Edision access Rd to El Segundo	Turf – weekly Turf – weekly (*turf scheduled for future landscape renovation) Landscape – quarterly Weed Abate – 4x/yr	0.10 11.30
38.	Irrigated Slope & Parkway	Alameda Ave. Aliso Hills Dr. to La Paz Rd.	Landscape – monthly Turf – weekly Turf – weekly (*turf scheduled for future landscape renovation)	0.25 0.25
39.	Parkway	Laguna Hills Dr. (both sides) Paseo De Valencia to Indian Hill Lane	Landscape – quarterly Clean-up	0.50
40.	Parkway	Sunburst Paseo De Valencia to Largo	Landscape – monthly	0.01
41.	Parkway	Alisal Ave Paseo De Valencia to Loma Vista	Landscape - monthly	0.01
42.	Parkway	Aliso Hills Dr. (North Side) Alicia Pkwy. To La Serra Ave.	Turf – weekly Turf – weekly (*turf scheduled for future landscape renovation)	0.58

43.	Median	Oso Pkwy Moulton Pkwy. to Bridlewood Dr.	Turf – weekly Landscape – bi- monthly	0.69 1.00
44.	Median	La Paz Rd 1000 Ft. East & 1000 Ft. West of Moulton	Landscape - monthly	0.4
45.	Median	Moulton Pkwy. 500 ft North of La Paz Rd. to Oso Parkway	Landscape - monthly	0.24

LANDSCAPE-4

46.	Irrigated Slope	La Paz Rd. (South Side) From Gallup Dr. to 350 FT. East of Aliso Hills	Landscape – bi-monthly Litter - monthly	2.10
47.	Irrigated Slope	La Paz Rd. (South Side) From Appaloosa Dr. to 1,200 FT. East	Landscape – bi-monthly Litter - monthly	1.90
48.	Irrigated Slope	La Paz Rd. (South Side) From Appaloosa Dr. to Charlton Dr.	Landscape – bi-monthly Litter - monthly	15.0
49.	Irrigated Slope	La Paz Rd. (South Side) Moulton Pkwy. To Charlton Dr. Moulton Pkwy. (East Side) La Paz Rd. to Oso Parkway Oso Parkway (North Side) Moulton Pkwy to 250 Ft. East of West Haven Dr.	Turf – weekly Landscape – quarterly Litter – monthly	1.50 15.14
50.	Irrigated Slope/ Parkway	Oso Parkway (North Side) Nellie Gail Dr. to West Haven Dr.	Landscape – monthly Turf – weekly Litter – monthly	1.00 .50
51.	Irrigated Slope/ Parkway	Oso Parkway (North Side) Nellie Gail Dr. to Bridlewood Dr.	Turf Landscape – bi-monthly Litter – monthly	.12 4.25
52.	Open Space/ Parkway	Oso Parkway (South Side) Moulton Parkway to Bridlewood Dr.	Landscape – bi-monthly Litter – monthly	32.00
53.	Irrigated Slope/ Parkway	Oso Parkway (North Side) From Bridlewood to Tombstone	Landscape – bi-monthly Litter – monthly	3.0
54.	Irrigated Slope	Cabot Rd. (West Side) Hitching Rail Rd. to Paseo de Valencia	Landscape – bi- monthly	9.00
55.	Irrigated Slope	Paseo de Valencia (South Side) Mackenzie to Cabot Rd Including triangle	Landscape – bi-monthly Turf – weekly	4.00 .04
56.	Parkway	Cabot Rd. (East Side) Oso Pkwy. To 1000' n/o Paseo de Valencia	Landscape – monthly	1.09

LANDSCAPE-5

57.	Irrigated Slope	La Paz (North Side) Aliso Hills to Alameda	Landscape – bi-monthly Turf – weekly Litter - monthly	4.00 .01
58.	Median	Moulton Pkwy. Nellie Gail to 73 Fwy	Landscape – monthly	.05
62.	Irrigated Slope	Christina Ct. Creek View to Bike Trail	Landscape – bi-monthly	.10
64.	Medians	Moulton Pkwy. Via Lomas to Gordon	Landscape – bi-monthly	.25
65.	Medians	Alicia Pkwy. Moulton to Ramona	Landscape – bi-monthly	.04
66.	Parkway	Alicia Pkwy. North Side Ramona to Moulton	Turf – weekly Turf – weekly (*turf scheduled for future landscape renovation) Landscape-Monthly	1.00 .01
67.	Median	El Toro Rd. Ave de la Carlota to Paseo de Valencia	Landscape – monthly (see Special Requirements)	.20
69.	Median	Moulton Pkwy Santa Maria North to Ridge Route	Landscape – monthly	.50
70.	Median	Santa Vittoria Dr. 350 ft. North to 400 ft South Ridge Route	Turf – weekly	.25
71.	Median	Santa Maria Ave 870 ft west of Via Vista	Landscape- Monthly	.20
72.	Park	San Remo Park 1 – Playground 1 – Volleyball Court 1 – Tennis Court	Turf – weekly Landscape- Monthly	2.67 .01
73.	Park	Santa Vittoria Park 1 – Playground 1 – Handball Court 1 – Volleyball Court 1 – Tennis Court	Turf – weekly Landscape – monthly	4.47 .01
74.	Park	Veeh Ranch Park 1 – Playground 1 – Basketball Court	Turf – weekly Landscape – monthly	11.0 .01
75.	Greenbelt /Park	San Remo Santa Maria to Rimini	Turf – weekly Landscape – weekly	.50 .01

LANDSCAPE-6

76.	Irrigated Slope	Santa Maria North Side Shopping Center to San Remo	Landscape – monthly	.06
77.	Irrigated Slope	Santa Maria North Side San Remo to Santa Vittoria Park	Landscape – bi-monthly	.80
78.	Parkway	Santa Vittoria West Side Santa Maria North to San Remo	Landscape – quarterly	.15
79.	Irrigated Slope	Santa Vittoria East Side from San Remo to Barbera	Landscape – bi-monthly	.72
80.	Irrigated Slope	San Remo West Side Teramo to Santa Vittoria	Landscape – bi-monthly	3.20
81.	Irrigated Slope	San Remo West Side Santa Maria to Teramo	Landscape – bi-monthly Turf – weekly	.00 .05
82.	Irrigated Slope	San Remo East Side Taranto North to end of sidewalk	Landscape – bi-monthly	.10
83.	Irrigated Slope	San Remo East Side Rimini to Palermo	Landscape – bi-monthly	.03
84.	Irrigated Slope	Palermo North Side from wall to Napoli	Landscape – quarterly	.01
85.	Parkway	Moulton Pkwy. West Side Santa Maria to El Pacifico	Landscape – bi-monthly	.10
86.	Islands	Various locations Santa Maria to Ridge Route	Turf – weekly	1.06
87.	Parkway	Ave de la Carlota Los Alisos to El Toro; El Toro to Lake Forest East Side	Landscape – bi-monthly Litter - Bi-weekly	1.00
88.	Median	Lake Forest Avenida de la Carlota to Santa Vittoria	Landscape - monthly	2
89.	Parkway	Avenida de la Carlota West Side Via Puerta to Paseo de Valencia	Landscape - monthly	.05
90.	Median	Paseo de Valencia El Toro to Los Alisos	Landscape - Monthly	2
91.	Parkway	Paseo de Valencia West side from Calle de Plata to Laguna Hills Dr	Landscape – Quarterly	1
92.	Median	Paseo de Valencia Los Alisos to Laguna Hills Drive	Landscape – Monthly	.5

LANDSCAPE-7

93.	Median	Paseo de Valencia Laguna Hills Drive to Alicia	Landscape – Monthly	.03
94.	Comm. Center & Sports Complex	Baseball/Soccer Fields, Synthetic Softball field Playground, Roller Hockey, Skate Park, Gym/Comm Ctr Bldg. areas, 4 Parking Lots	Landscape/ Hardscape – Daily Turf – 2x/Week (See Special Requirements)	17
95.	Median	Moulton Parkway Gordon to Nellie Gail	Landscape – Monthly	2.3
96.	Parkway	Moulton Parkway Nellie Gail to I-73	Landscape – Monthly	1
97.	Median	Oso Parkway Bridlewood to Cabot Rd and N.E., N.W. Quads	Landscape – Monthly	1.2
98.	Median	La Paz McIntyre to Cabot Rd.	Landscape – Monthly	.03
99.	Irrigated Slope & Open Space	La Paz Alameda to Moulton Parkway	Landscape – Quarterly Litter - Monthly	4.0
100.	Wetlands	Alicia Parkway Via Lomas to Moulton	Landscape – Quarterly	9
101.	Median	Alicia Parkway Costeau to Frwy	Landscape – Monthly	.5
102.	Median	Santa Vittoria Veeh Ranch Park to Lake Forest	Landscape – Monthly	.04
103.	Irrigated Slope & Parkway	Alicia South Side Aliso Hills to Comm. Ctr Drive	Landscape – Monthly	.4
104.	Parkway	Alicia North Side Comm. Ctr. Dr. to Moulton	Landscape – Monthly	.6
105.	Parkway	Moulton (East Side) Santa Maria to Ridge Route	Landscape – Quarterly	0.01
106.	Parkway	El Toro Paseo de Valencia to Avenida de la Carlota, North and South Sides	Landscape - Weekly (See Special Requirements)	.33
107.	Median	Moulton El Pacifico to Lake Forest	Landscape- Monthly	.13
108.	Median	Moulton Ridge Route to El Pacifico	Landscape- Monthly	.28

LANDSCAPE-8

109	Civic Center	24035 El Toro Rd	Landscape-Twice per week (see special requirements)	.72
			Turf-Weekly	.06

TOTAL ACREAGE = 322.52

LANDSCAPE: 235.19

TURF: 70.33

Sub Total 305.52

COMMUNITY CENTER 17.00

TOTAL ACREAGE = 322.52

- Medians = 14.85 Acres
- Parkways = 13.49 Acres
- Neighborhood Parks = 66.56 Acres
- Sports Parks = 27.20 Acres
- Wetlands = 9.00 Acres
- Slopes = 128.93 Acres
- Open Space = 61.71 Acres
- Civic Center = .78 Acres

LANDSCAPE-9

APPENDIX III

INTEGRATED PEST MANAGEMENT (IPM) POLICY & IMPLEMENTATION GUIDELINES

INTEGRATED PEST MANAGEMENT (IPM) POLICY & IMPLEMENTATION GUIDELINES

FOR THE CITY OF LAGUNA HILLS



RYAN HANLEY

Name

PARKS SUPERVISOR

Title

AMBER SHAH

Name 2

ASSOCIATE ENGINEER

Title 2

03/5/2019

Date

INTEGRATED PEST MANAGEMENT (IPM) POLICY & IMPLEMENTATION GUIDELINES

FOR THE CITY OF LAGUNA HILLS

***GENERAL IPM POLICY:**

For the last 55 years, the trend in pest management has increasingly relied on synthetic chemical pesticides. The result has been not only a tremendous increase in the use of many dangerous chemicals, but also an increase in the number of pests that are resistant to the pesticides or new organisms becoming pests. Additionally, some pesticides used for terrestrial pest management have been found in waterways causing problems in the aquatic environment.

Pest control managers are now moving away from their reliance on pesticides alone toward an integrated approach that combines limited pesticide use with more environmentally friendly pest control techniques. This system is known as integrated pest management (IPM), a strategy that focuses on the long-term prevention of pests or their damage through a combination of techniques, including preventative, cultural, mechanical, environmental, biological, and chemical control tactics (**Figure 1**). The techniques are utilized simultaneously to control pest populations in the most effective manner possible.

Developing a comprehensive Integrated Pest Management (IPM) Program and approach allows us to focus on our primary efforts of pollution prevention. By monitoring and preventing pests as well as minimizing heavy pest infestations we can reduce the need for chemicals and/or multiple applications.

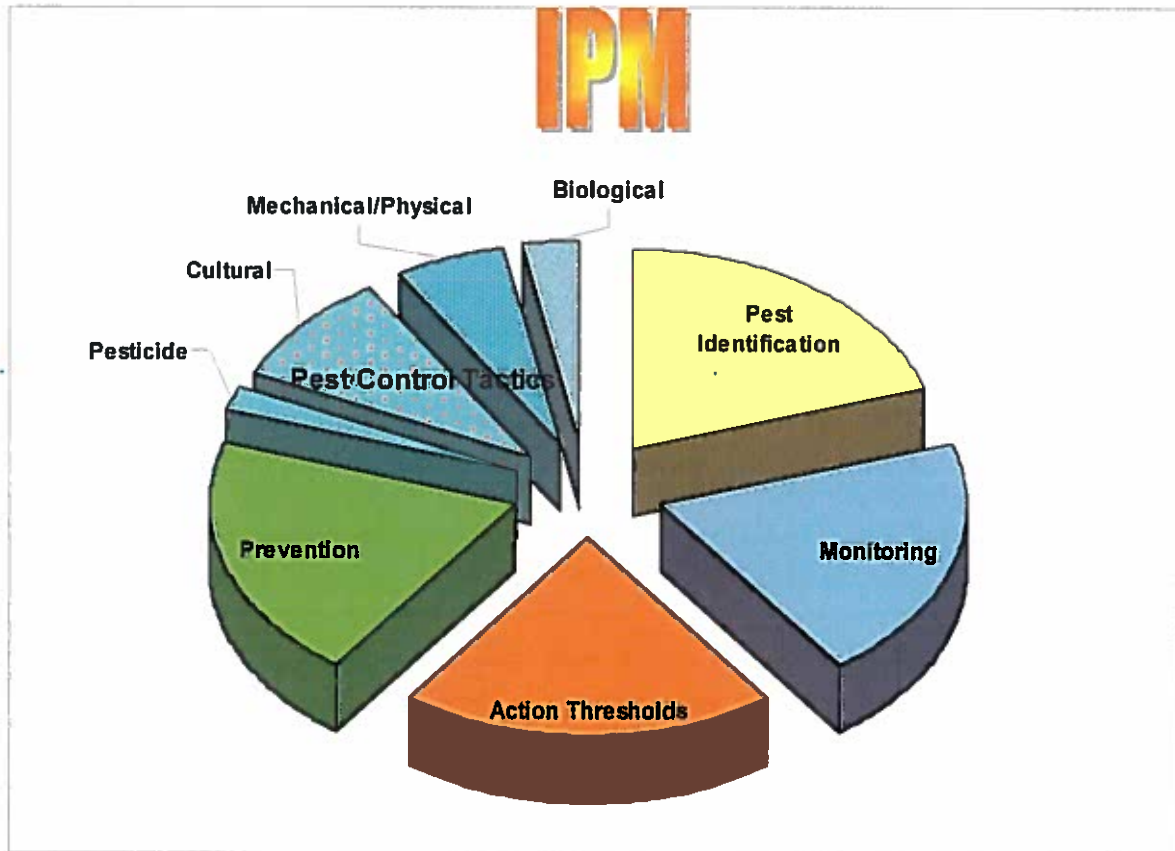
IPM programs utilize monitoring techniques and injury and economic thresholds to determine when to implement control strategies. Treatments are used only used according to established guidelines after monitoring indicates that such treatment is appropriate. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms and the environment.

The use of pesticides is often a measure of last resort. Because of this, the management guidelines for pesticide use are presented in a separate section immediately following the IPM guidelines.

* Original language is contained in Orange County Drainage Area Management Plan, Section 5.5.2 Integrated Pest Management adopted in 2003.

IPM POLICY AND IMPLEMENTATION GUIDELINES

Figure 1
Components of an Integrated Pest Management Program



Scope of IPM Policy and Implementation Plan

IPM practices are encouraged over the sole use of pesticides as the primary means of pest management (Table 1). As a part of the Municipal Activities Program Manual, the public agencies and their contractors should evaluate the non-chemical components of IPM before intensive use of pesticides.

The goal of IPM is not to eliminate all pests, but to keep their populations at tolerable levels. Pesticides may be part of an IPM program, but they should only be used after the pests exceed established thresholds and only applied in the affected area (in the case of disease prevention, some modifications may be allowed). In general, all pest control strategies should be those that are least disruptive to biological control organisms (natural enemies), least hazardous to humans and the environment

(including non-target organisms), and have the best likelihood of long-term effectiveness.

Table 1. Advantages and Disadvantages of a Pesticide-Based Program versus an IPM-Based Pest Control Program

<u>Pesticide Based Pest Control</u>		<u>IPM Based Pest Control</u>	
<u>Advantages</u>	<u>Disadvantages</u>	<u>Advantages</u>	<u>Disadvantages</u>
Quick suppression of pests	Not long-term	Long-term control	It may take longer to see results
	Pest control is reactive	Can be proactive in pest control actions	Must establish thresholds
	Loss of natural controls. Often get outbreaks of other pests	Reduces disruption of natural enemies	
		Pesticides can be used (only used as last resort).	Must have knowledge of pesticides and their effects on other organisms.
Labor is only for spraying	Extra work in cleanup	Staff becomes more knowledgeable of pests and injury symptoms	Labor is required for monitoring and regular scouting Training is required to identify pests and natural enemies.
Not much preparation or follow-up needed	Need a PCA recommendation	Pest management is more organized	Must maintain a record-keeping system.

	Pesticide safety issues for applicators, public, animals	Less exposure to pesticides
	More pesticides in environment	Safer to the environment
	Contamination of water bodies from runoff,	Reduces contamination from runoff

Pesticides should not be applied until pests are approaching damaging levels. Because this requires early detection of the pests, monitoring on a regular basis is extremely important and should also be used to determine if natural enemies are present and adequately controlling the pest. If possible, a person should be trained and assigned to scout the sites on a regular basis.

Components of an IPM Program

An IPM program is a long-term, multi-faceted system to manage pests (Figure 1). Use of pesticides is a short-term solution to pest problems and should be used only when the other components fail to maintain the pests or their damage below an acceptable level. Successful IPM practitioners are knowledgeable about the biology of the plants and pests and successful IPM programs primarily use combinations of cultural practices as well as a combination of physical, mechanical and biological controls.

Pest Identification

It is important to learn to identify all stages of common pests at each site. For example, if you can identify weed seedlings, you can control them before they become larger and more difficult to control and before they flower, disseminating seeds throughout the site. It is also important to be sure that a pest is actually causing the problem. Often damage such as wilting is attributed to root disease but may actually be caused by under watering or wind damage.

Prevention

Good pest prevention practices are critical to any IPM program, and can be very effective in reducing pest incidence. Numerous practices can be used to prevent pest incidence and reduce pest population buildup such as the use of resistant varieties, good sanitary practices and proper plant culture. Examples of prevention include choosing an appropriate location for planting, making sure the root system is able to grow adequately and selecting plants that are compatible with the site's environment.

Monitoring

The basis of IPM is the development and use of a regular monitoring or scouting program. Monitoring involves examining plants and surrounding areas for pests, examining tools such as sticky traps for insect pests and quantitatively or qualitatively measuring the pest population size or injury. This information can be used to determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic. Weather and other environmental conditions may also play a factor in whether a pest outbreak may occur so it is important to monitor temperature and soil moisture as well.

It is important to use a systematic approach when monitoring, for example you should examine leaves of a similar age each time you check for pests, rather than looking at the older leaves on some plants and younger ones on others. Randomly looking at a plant and its leaves does not allow you to track changes in pest population or damage over time.

It is important to establish and maintain a record-keeping system to evaluate and improve your IPM program. Records should include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Injury Levels and Action Thresholds

In order to have a way to determine when a control measure should be taken, injury levels and action thresholds must be set for each pest. An injury level is the level of unacceptable damage. For example, the injury level for a leaf-feeding beetle may be set at 30% of the leaves being damaged. Action thresholds are the set of conditions required to trigger a control action. An example of this would be finding an average of 5 or more beetles on 10 shrubs in a location. Action thresholds are set from previous experience or published recommendations and based on expected injury levels. Injury levels are often set by the public's comments.

Pest Control Tactics

Integrated pest management programs use a variety of pest control tactics in a compatible manner that minimizes adverse effects to the environment. A combination of several control tactics is usually more effective in minimizing pest damage than any single control method. The type of control that an agency selects will likely vary on a case-by-case basis due to the varying site conditions.

The primary pest control tactics to choose from include:

- Cultural
- Mechanical/Physical
- Biological
- Pesticide

Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height. For example, spider mite infestations are worse on water-stressed plants, over-fertilization may cause succulent growth which then encourages aphids, too low of a mowing height may thin turf and allow weeds to become established.

Mechanical/Physical Controls

Mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly. Examples include hand-pulling or hoeing and applying mulch to control weeds, using trap boards for snails and slugs, and use of traps for gophers.

The use of physical manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area. Examples include removing garbage in a timely manner and using netting or wire to prevent bird from roosting.

Biological Controls

Biological control practices use living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released.

The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.

- Predators are organisms that eat their prey (e.g. Ladybugs).

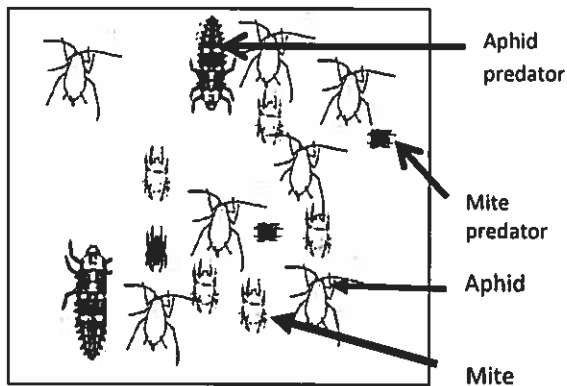
- **Parasites** spend part or all of their life cycle associated with their host. Common parasites lay their eggs in or on their host and then the eggs hatch, the larvae feed on the host, killing it (e.g. Tiny stingless wasps for aphids and whiteflies).
- **Pathogens** are microscopic organisms, such as bacteria, viruses, and fungi that cause diseases in pest insects, mites, nematodes, or weeds (e.g. *Bacillus thuringiensis* or BT).
- **Herbivores** are insects or animals that feed on plants. These are effective for weed control. Biocontrols for weeds eat seeds, leaves, or tunnel into plant stems (e.g. goats and some seed and stem borers).

In order to conserve naturally occurring beneficials, broad-spectrum pesticides should not be used since the use of these types of pesticides may result in secondary pest outbreak due to the mortality of natural enemies that may be keeping other pests under control (Figure 2).

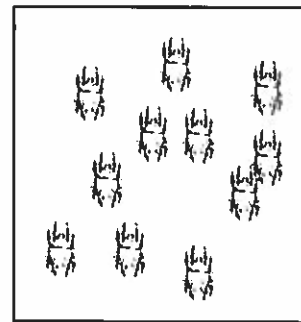
Figure 2

**Example of Secondary Pest Outbreak
Caused By Use of a Broad Spectrum Insecticide**

A. Aphids and mites controlled by predators



B. After a broad spectrum spray for aphids, predators for mites and aphids are also killed, resulting in an outbreak of mites.



Pesticide Controls

Any substance used for defoliating plants, regulating plant growth or preventing, destroying, repelling or mitigating any pest, is a pesticide. Insecticides, miticides, herbicides, fungicides, rodenticides and molluscides are all pesticides. Anything with an EPA or DPR registration number on the label is a non-exempt pesticide.

Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause unacceptable damage. The overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop. When pesticides must be used, considerations should be made for how to use them most successfully. Avoid pesticides that are broad-spectrum and relatively persistent since these are the ones that can cause the most environmental damage and increase the likelihood of pesticide resistance. Always choose the most specific but least toxic to non-target organisms method.

In addition, considerations should be given to the proximity to water bodies, irrigation schedules, weather (rain or wind), etc. that are secondary factors that may result in the pesticide being moved off-site into the environment. Consideration should be made of the temporary loss of use of an area (application in a park may result in the area being sectioned off)

IMPLEMENTATION GUIDELINES:**Enter Designated IPM Coordinator or IPM Contact Information in Box Below:**

Ryan Hanley

City of Laguna Hills

949-707-2652

Personnel responsible for the care and maintenance of facilities under the above-mentioned jurisdiction agree to implement a suite of basic integrated pest management procedures selected from the following five main components of an IPM program:

- I) Prevention
- II) Pest and Symptom Identification
- III) Monitoring for Pests and Problems
- IV) Action Thresholds and Guidelines
- V) Selection of Appropriate Management Methods (Control Tactics)

The procedures seek to increase the long-term prevention and suppression of pest problems (insects, weeds, diseases, and vertebrates) with the minimum impact on human health, the environment, and non-target organisms. Emphasis is placed on improving cultural practices to prevent problems and utilizing alternative control measures instead of broad spectrum pesticides.

Information on the latest IPM information including management of new pests in the landscape is obtained from local UC Cooperative Extension Advisors, UC IPM Regional Advisor, or the Statewide UC IPM Web Site at www.ipm.ucdavis.edu.

I. PREVENTION

A. Landscape Design Procedures *(a minimum of three must be selected)*

- ☒ Drainage, soil characteristics, water quality and availability are considered during plant selection.
- ☒ Sun exposure, heat, and high temperature conditions are considered during plant selection.
- ☐ Adequate space is allowed for root growth, especially trees.
- ☒ Nursery stock is inspected and rejected if not healthy (injuries, diseased, circling roots/potbound, poor staking and/or pruning).
- ☒ Pest resistant species and cultivars are selected.
- ☐ Plants with similar growth characteristics and irrigation requirements are grouped together.
- ☒ Landscape design matches available irrigation technology to avoid excess water use and to minimize surface runoff.

B. Site Preparation and Planting Procedures *(a minimum of three must be selected)*

- ☒ Assess soil drainage properties and improve compacted soils prior to planting.
- ☒ Conduct a soil analysis to determine chemical and physical properties of the existing soil and then add appropriate amendments such as organic matter.
- ☒ Ensure irrigation is installed as designed in order to avoid poor uniformity once plants are in place.
- ☒ Follow proper planting procedures for particular plant species to avoid planting too deeply or too shallow.
- ☒ Nursery tree stakes are removed at planting and replaced with staking that allows trunk to flex; removing these stakes after 1 to 1.5 years.
- ☒ Utilize a soil probe or other soil moisture measurement device to monitor soil moisture levels in existing root ball and surrounding soil during establishment period.

C. Water Management *(a minimum of three must be selected)*

- ☐ Plants are examined weekly for symptoms of water stress and to assist in determining irrigation scheduling.
- ☒ Monitor soil moisture with a soil probe or soil moisture sensors to assist in scheduling irrigation.
- ☒ Utilize evapotranspiration (ET) data or 'smart' clock technology to schedule irrigation.
- ☒ Cyclic irrigation (short-multiple run times) is employed to minimize surface runoff.
- ☒ Utilize low precipitation sprinklers or low-volume systems to reduce surface runoff.
- ☒ Systems are inspected monthly to check for leaks, broken pipes, and clogged or broken sprinkler heads.
- ☐ Adjust sprinklers to avoid application of water directly to the trunk of trees (can promote disease) or on to concrete surfaces where it can enter storm drains.
- ☒ Establish a hotline or email or other dedicated method where citizens can report leaks and broken sprinkler heads

D. Fertilizing Procedures (*a minimum of three must be selected*)

- ☒ Fertilize only when plants are actively growing to avoid nutrient losses below the root zone.
- ☒ Fertilizer is not applied within 48 hours of a rain event to avoid losses below the root zone and in surface runoff.
- ☒ Soil analyses are conducted in order to determine existing nutrient levels in the soil prior to fertilizing.
- ☒ Turf grass fertilizer maintenance schedules are based on UC recommendations found online at UC Guide for Healthy Lawns.

<http://www.ipm.ucdavis.edu/TOOLS/TURF/MAINTAIN/fertilize.html>
- ☒ Sports turf grass fertilizer maintenance guidelines are based on UC recommendations found in **Establishing and Maintaining the Natural Turf Athletic Field** (UCR ANR Publication Number: 21617).

- ☒ Overfertilization, especially of trees and shrubs, is avoided to ensure plant growth is not excessively succulent making it more susceptible to pest infestations.
- ☒ Off-target fertilizer applications or spills are cleaned up immediately by sweeping up and applying to landscape or turf or replacing in spreader or bag to ensure material does not enter storm drains.

E. Pruning Procedures *(a minimum of three must be selected)*

- ☒ Damaged or diseased wood is regularly pruned from landscape plants.
- ☒ Trees are pruned according to standards set forth by a professional tree care organization such as the International Society of Arboriculture.
- ☒ Replace plants too large for a space instead of pruning them severely.
- ☒ Unnecessary pruning is avoided as wounds are entry sites for decay and disease organisms.
- ☒ The age and species of the plant is taken into account when determining the time of year to prune. For example, eucalyptus should be pruned in December and January when long-horned beetles are not active.
- ☒ Tree height reduction is discouraged. When deemed necessary by a licensed arborist, the crown reduction method approved by a professional tree care organization is utilized. Topping is never done to reduce tree size. NO TOPPING OR 'HAT RACKING' IS PERMITTED.

II. PEST AND SYMPTOM IDENTIFICATION

A. Insects, Mites, and Snails and Slugs *(a minimum of three must be selected)*

- ☒ Field personnel are trained to recognize basic pests found in the landscape in the following groups: insects, mites, and mollusks.
- ☒ A licensed Pest Control Adviser is on staff or hired to properly identify a pest and the symptoms caused by the pest.
- ☒ Field personnel are trained to utilize disease life cycles to apply treatments when the organism can be controlled most effectively.
- ☒ Field personnel are trained to distinguish between beneficial insects and actual pests found in the landscape (e.g. parasitizing wasps).

- ☒ Unknown samples are submitted to the Orange County Agricultural Commissioner for identification by the county entomologist or plant pathologist.
- ☒ Abiotic or nonliving factors (wind, sunburn, air pollution, etc...) are considered as possible causes of observed symptoms as well as biotic (living) factors.

B. Weeds (*a minimum of one must be selected*)

- ☒ Field personnel are trained to identify common weeds in the landscape.
- ☒ Field personnel are trained to utilize weed life cycles to properly control weeds such as controlling crabgrass utilizing a pre-emergent herbicide applied in mid-January.
- ☒ A licensed Pest Control Adviser is on staff or contracted to properly identify the pest.

C. Diseases (*a minimum of one must be selected*)

- ☒ Field personnel are trained to recognize common diseases or their signs/symptoms in the landscape.
- ☒ Field personnel are trained to utilize disease life cycles to apply treatments when the organism can be controlled most effectively.
- ☒ Field personnel are trained to recognize the difference between biotic and abiotic problems.
- ☒ Field personnel are trained to understand how common diseases are spread throughout the landscape.
- ☒ Disease signs and symptoms are sampled and submitted to the Orange County Agricultural Commissioner for identification by the county plant pathologist.
- ☒ A licensed Pest Control Adviser is on staff or contracted to properly identify the pest.
- ☐ Photographs of disease signs and symptoms are taken and compared to reference guides such as UC IPM's *Pests of Landscape Trees and Shrubs*.

D. Vertebrates (*a minimum of one must be selected*)

- ☒ Field personnel are trained to recognize vertebrate pests and the damage they cause in the landscape.

- ☒ Field personnel are trained to utilize vertebrate behavior to properly control the pest most effectively.
- ☒ At least one field staff member is trained in vertebrate baiting and trapping.
- ☒ A licensed Pest Control Adviser is on staff or contracted to properly identify vertebrate pest.

III. MONITORING FOR PESTS AND PROBLEMS

A. Insect/Mollusk Monitoring Procedures *(a minimum of three must be selected)*

- ☒ Visually inspect plants for insects, mites, snail and slug damage at least monthly; recording results utilizing a method conducive to tracking changes and easy recall of data.
- ☐ Yellow sticky traps are utilized to assess populations of insects.
- ☒ Insects are dislodged from plants by shaking over a collection surface usually consisting of a clipboard with a white sheet of paper.
- ☐ If available for a particular insect, pheromone-baited traps are utilized.
- ☒ Soil-dwelling turf insects are brought to the surface for monitoring by flushing a specific area of soil (i.e. 2' x 2' grid) with plain water or a soapy water mixture.
- ☒ The amount of honeydew (aphids) and frass (caterpillars) present is utilized as an indicator of population levels.

B. Weed Monitoring Procedures *(a minimum of two must be selected)*

- ☒ Landscapes are inspected at least 4 times a year (early winter, early spring, summer and early fall) for weeds in order to determine if and when a weed problem exists.
- ☒ Utilize site surveys to record the location, date, and severity of weed problem; recording results utilizing a method conducive to tracking changes and easy recall of data.
- ☒ Count and record the number of weeds encountered at periodic intervals (e.g. every 1 to 2 feet) along a straight line transecting a landscapes area or within a selected area, for example 4 sq. ft. samples done in random places in a bed or turf area.

C. Disease Monitoring Procedures *(a minimum of two must be selected)*

- ☒ Landscapes are regularly checked for conditions, such as overwatering and injuries, which promote disease.
- ☒ Landscapes are checked monthly, at a minimum, for disease symptoms and signs. Disease prone plants are checked more frequently.
- ☒ Records are kept utilizing a method conducive to tracking changes and easy recall of data of each landscape inspection noting, date when disease signs and symptoms were first noticed and the current environmental conditions and soil moisture levels.

D. Vertebrate Monitoring Procedures *(a minimum of two must be selected)*

- ☒ Landscapes are regularly inspected for vertebrate presence either by damage caused by animal, actual animal sightings, and/or droppings.
- ☒ Records are kept of the absence or presence of actual vertebrates, the damage caused, and/or the presence or absence of droppings.
- ☒ Maps are created and updated at least twice a year, recording area of high vertebrate damage or signs (such as gopher mounds).

IV. ACTION THRESHOLDS AND GUIDELINES

A. Insect/Mollusk Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Insect tolerance levels are established based on the public's acceptance of damage to the landscape or a certain level of nuisance pests (i.e. ants), the actual plant species in the landscape, and long-term monitoring and knowledge of pests causing the damage.
- ☒ Thresholds are based on levels where reasonable control of the pest can be achieved with minimum impact on the environment.
- ☒ Insect monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of aphids on a rose garden at City Hall is low, while in a native shrub border it might be considerably higher.

B. Weed Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Weed tolerance levels are established based on public safety or the public's acceptance and the resources available to manage the landscape at that level.
- ☒ Weed monitoring records are utilized to rank the percentage of the landscape area infested (none, light, moderate, heavy, or very heavy) with weeds.
- ☒ Public areas are ranked according to high, medium, or low level of weed control and management conducted according to levels set for each rank (see Appendix A)

C. Disease Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Disease tolerance levels are established based on the public's acceptance and the resources available to manage the landscape at the level required.
- ☒ Disease monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of powdery mildew on roses at City Hall is much lower than the threshold for its presence on Euonymus in a parking lot at a city sports park.

D. Vertebrate Thresholds and Guidelines *(a minimum of one must be selected)*

- ☒ Vertebrate tolerance levels are established based on public safety, the public's acceptance and the resources available to manage the landscape at the level required.
- ☒ Vertebrate monitoring records are utilized to establish threshold levels for the implementation of control strategies. For example, the threshold for the presence of gopher mounds in a sport field is zero, while in a native shrub border it might be two before a trapping strategy is implemented.

V. SELECTION OF APPROPRIATE MANAGEMENT METHODS

A. Insect/Mollusk Management Methods

Cultural/Mechanical/Physical Control Methods *(a minimum of three methods must be selected)*

- ☐ Sticky barriers are applied to trunks of trees and large shrubs to prevent ants and other wingless invertebrates from plant canopies.
- ☒ Small insect infestations are removed by pruning infested plant parts.

- ☐ Copper bands are installed around base of trees or planting areas where snail and slug infestations are prevalent.
- ☒ Plant canopies are thinned to increase light penetration to exposure certain soft-bodied insects (soft-scale) as well as snails and slugs to heat.
- ☒ Strong streams of water are used to dislodge insects such as aphids and whiteflies, from leaves.
- ☒ Avoid use of plants that snails and slugs use for shelter.
- ☐ Avoid irrigating between 5pm and 5am when moisture remains on plant material for several hours.

Biological Control Methods (a minimum of one method must be selected)

- ☒ Persistent broad-spectrum pesticides are avoided, especially if biological control of an insect has been established by UC researchers. Examples include parasitoid wasps controlling Eugenia Psyllids, Giant Whitefly, and Ash Whitefly.
- ☐ Natural predators (beneficial insects) are augmented with purchases of additional predators from commercially available resources.

Pesticide Control Methods (a minimum of five methods from must be selected)

- ☒ The most selective, rather than broad-spectrum, pesticide is used
- ☒ If available for controlling a particular insect, biological and botanical pesticides are selected
- ☒ Insecticidal soaps are utilized to control infestations of soft-bodied insects such as aphids, thrips, and immature scales.
- ☒ Horticultural oils (neem oil and narrow-range refined oils) are utilized to control infestations of soft-bodied immature and adult insects such as aphids, scales, and whiteflies.
- ☒ Pesticides are only utilized when the potential for impacts to the environment, especially water quality, are minimized.
- ☒ Equipment is calibrated prior to the application of the insecticide to avoid excess material being applied to the landscape environment.

- ☒ Applicators are trained to not apply pesticides to hard surfaces and to not allow any pesticide to enter the storm drain system
- ☒ Spot treatments are utilized rather than broadcast methods
- ☒ Insecticide/fertilizer combinations are only used if appropriate timing for BOTH the insecticide application and the fertilizer application.

B. Weed Management Methods

Cultural, Mechanical, and Physical Control Methods (a minimum of three methods must be selected)

- ☒ Timers are set to avoid overwatering as weeds establish in areas where soil moisture is excessive.
- ☒ Drainage is managed to avoid wet areas.
- ☒ Weeds are removed from a site prior to planting.
- ☒ Mower height is adjusted to turf species and time of year.
- ☒ Mower is washed after mowing a weedy site.
- ☒ Hand-pulling, mowing, trimmers/brushcutters, flaming, hoeing, and rototilling around landscape plants are the main methods utilized to control annual weeds and young perennial weeds.
- ☐ Soil solarization is utilized to control some annual and perennial weed species.
- ☒ Bare soil areas are covered with a thick layer of mulch to suppress weeds and conserve soil moisture.
- ☒ Soil, mulch, and plant material is weed-free before it is introduced into the landscape.

Pesticide Control Methods (a minimum of three methods must be selected)

- ☒ Spot treatments are utilized rather than broadcast methods.
- ☒ Herbicide/fertilizer combinations are only used if appropriate timing for BOTH the herbicide application and the fertilizer application.
- ☒ Herbicides are utilized according to established thresholds (see Appendix A).

- ☒ Organically acceptable herbicides (shown to be effective through science-based research) are used where appropriate.
- ☒ Herbicides are applied to the stage of weed growth most susceptible to the chemical.
- ☒ Equipment is calibrated prior to the application of the herbicide to avoid excess material being applied to the landscape environment.

C. Disease Management Methods

Cultural, Mechanical, and Physical Control Methods (a minimum of three methods must be selected)

- ☒ Prune out and dispose of localized areas of diseased plants.
- ☒ Pathogen-infested plant parts are removed from the soil surface area to reduce certain pathogens (e.g. Camellia Petal Blight).
- ☒ Pruning tools are sterilized (e.g. a diluted bleach solution) between plants to prevent the spread of pathogen to other plants.
- ☒ Proper irrigation and fertilization are maintained to prevent plant stress, water-logging, and subsequent susceptibility to disease.
- ☒ Soil solarization is utilized to control soil pathogens in annual beds where it is most effective.
- ☒ Mulch is kept at least 6" from base of plants to avoid excessive moisture around crown possibly resulting in crown rots and is no deeper than 4"
- ☒ Replace disease-prone plants with non-susceptible species.

Pesticide Control Methods (a minimum of two methods must be selected)

- ☒ Preventative fungicides and bactericides are only used where diseases can be predicted from environmental conditions and applied prior to infection or the appearance of symptoms.
- ☒ Synthetic fungicides are used sparingly in the landscape and only in high visibility areas in order to minimize development of resistance.
- ☒ Organic fungicides and bactericides are utilized in combination with cultural, mechanical, and physical control methods in order to improve their effectiveness.

- ☒ Copper-based fungicides are only utilized in situations where its entry into surface runoff and storm drains is virtually impossible and after consultation with PCA and IPM coordinator.
- ☐ Mycopesticides, commercially available beneficial microorganisms, are used where appropriate.
- ☐ Fungicides classes are rotated to avoid resistance.

D. Vertebrate Management Methods

Cultural and Physical Control Methods (a minimum of two methods must be selected)

- ☒ Groundcovers are maintained such that they do not harbor rats.
- ☒ Shrubs pruned at least 1 foot from the ground (rats).
- ☒ Sources of drinking water removed (leaky faucets, puddles).
- ☒ Trash cans have lids and are emptied daily (rats).
- ☐ Screens or other barriers installed under structures that have a space between soil and floor (rabbits).
- ☐ Habitat modification, based on pest biology is used to reduce shelter.
- ☒ Trapping is used for gophers when safe and practical.
- ☐ Kill traps used for ground squirrels and rabbits, are checked daily, and in places not accessible by children or non-target animals.
- ☒ Gas cartridges are used for ground squirrels according to UC recommendations.

Pesticide Control Methods (a minimum of two methods must be selected)

- ☒ Anti-coagulant baits are used and applied according to label and UC recommendations.
- ☒ Bait is applied in a manner that non-target animals do not access to it.
- ☒ Restricted use rodenticides, aluminum or zinc phosphide, are used only after applicator has been trained for that product or only by a wildlife management contractor.

VI. GENERAL PESTICIDE MANAGEMENT PRACTICES

(all practices listed below must be selected)

- ☒ Restricted use pesticides are only used when no other alternatives are practical.
- ☒ If pesticides are necessary, CAUTION-labeled pesticides are considered before more toxic alternatives.
- ☒ Only small quantities of pesticides are purchased eliminating the need for stockpiling.
- ☒ MSDSs are regularly updated to reflect new pesticides or label changes to pesticides in storage.

Appendix A

Ranking public areas for weeds (or other pest) management:

Areas ranked as **HIGH** may include areas that the public sees and expects to be well-maintained. Examples are entrances to public buildings such as city hall and libraries.

These areas are allowed to use pesticides based on established thresholds.

Areas ranked as **MEDIUM** may include areas the public sees but does not expect a high level of maintenance. Examples are landscaped areas away from the entrance, recreational and picnic areas. These areas can tolerate a higher level of weeds.

These areas are allowed to use pesticides but the threshold is much higher and pesticides are used infrequently and only after consultation with IPM coordinator.

Areas ranked as **LOW** may include areas the public rarely sees or does not expect a high level of maintenance. Examples are medians, landscaped areas in parking lots, wildlands. These areas can tolerate a higher level of weeds.

These areas are not allowed to use pesticides except in extreme cases and only after consultation with IPM coordinator.

APPENDIX IV

LANDSCAPE MAINTENANCE SERVICES PERFORMANCE WARNING/DEFICIENCY DEDUCTION



LANDSCAPE MAINTENANCE SERVICES PERFORMANCE WARNING/DEFICIENCY DEDUCTION

Notification to: _____

Date: _____ Time: _____ Method: _____

The following performance deficiency(ies) has been observed and requires immediate attention to correct:

City Representative to check deficient items and comment (if applicable) below:

Performance Deficiency assessed at \$500 per instance.

- _____ Failure to comply with minimum City defined manpower requirements.
- _____ Failure to provide adequate equipment per each work day.
- _____ Failure to protect Public Health and/or Safety as described.
- _____ Failure to comply with water use restrictions. Deficiency charge plus the cost of any fines and overcharges for water use.
- _____ Failure to report irrigation deficiencies.
- _____ Failure to utilize Best Management Practices.
- _____ Failure to utilize the least restrictive Integrated Pest Management Program approach.
- _____ Failure to provide required reports.
- _____ Other:

Comments: _____

Issued by: City Parks Supervisor _____

Received by: Landscape Contractor _____

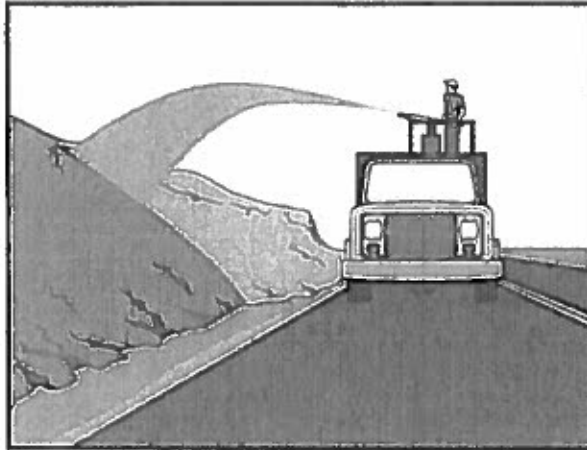
Date: _____

Reviewed by: Director of Public Services _____

APPENDIX V

BEST MANAGEMENT PRACTICES

Hydraulic Mulch

EC-3


Description and Purpose

Hydraulic Mulch consists of various types of fibrous materials mixed with water and sprayed onto the soil surface in slurry form to provide a layer of temporary protection from wind and water erosion.

Suitable Applications

Hydraulic mulch as a temporary, stand alone, erosion control BMP is suitable for disturbed areas that require temporary protection from wind and water erosion until permanent soil stabilization activities commence. Examples include:

- Rough-graded areas that will remain inactive for longer than permit-required thresholds (e.g., 14 days) or otherwise require stabilization to minimize erosion or prevent sediment discharges.
- Soil stockpiles.
- Slopes with exposed soil between existing vegetation such as trees or shrubs.
- Slopes planted with live, container-grown vegetation or plugs.
- Slopes burned by wildfire.

Categories

EC	Erosion Control	☒
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
- ☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- EC-4 Hydroseeding
- EC-5 Soil Binders
- EC-6 Straw Mulch
- EC-7 Geotextiles and Mats
- EC-8 Wood Mulching
- EC-14 Compost Blanket
- EC-16 Non-Vegetative Stabilization

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Hydraulic Mulch

EC-3

Hydraulic mulch can also be applied to augment other erosion control BMPs such as:

- In conjunction with straw mulch (see EC-6 Straw Mulch) where the rate of hydraulic mulch is reduced to 100-500 lbs per acre and the slurry is applied over the straw as a tackifying agent to hold the straw in place.
- Supplemental application of soil amendments, such as fertilizer, lime, gypsum, soil bio-stimulants or compost.

Limitations

In general, hydraulic mulch is not limited by slope length, gradient or soil type. However, the following limitations typically apply:

- Most hydraulic mulch applications, particularly bonded fiber matrices (BFMs), require at least 24 hours to dry before rainfall occurs.
- Temporary applications (i.e., without a vegetative component) may require a second application in order to remain effective for an entire rainy season.
- Treatment areas must be accessible to hydraulic mulching equipment.
- Availability of water sources in remote areas for mixing and application.
- As a stand-alone temporary BMP, hydraulic mulches may need to be re-applied to maintain their erosion control effectiveness, typically after 6-12 months depending on the type of mulch used.
- Availability of hydraulic mulching equipment may be limited just prior to the rainy season and prior to storms due to high demand.
- Cellulose fiber mulches alone may not perform well on steep slopes or in coarse soils.
- This BMP consists of a mixture of several constituents (e.g., fibers/mulches, tackifiers, and other chemical constituents), some of which may be proprietary and may come pre-mixed by the manufacturer. The water quality impacts of these constituents are relatively unknown and some may have water quality impacts due to their chemical makeup. Refer to specific chemical properties identified in the product Material Safety Data Sheet; products should be evaluated for project-specific implementation by the SWPPP Preparer. Refer to factsheet EC-05 for further guidance on selecting soil binders.

Implementation

- Where feasible, it is preferable to prepare soil surfaces prior to application by roughening embankments and fill areas with a crimping or punching type roller or by track walking.
- The majority of hydraulic mulch applications do not necessarily require surface/soil preparation (See EC-15 Soil Preparation) although in almost every case where re-vegetation is included as part of the practice, soil preparation can be beneficial. One of the advantages of hydraulic mulch over other erosion control methods is that it can be applied in areas where soil preparation is precluded by site conditions, such as steep slopes, rocky soils, or inaccessibility.

Hydraulic Mulch

EC-3

- Avoid mulch over spray onto roads, sidewalks, drainage channels, existing vegetation, etc.
- Hydraulic mulching is generally performed utilizing specialized machines that have a large water-holding/mixing tank and some form of mechanical agitation or other recirculation method to keep water, mulch and soil amendments in suspension. The mixed hydraulic slurry can be applied from a tower sprayer on top of the machine or by extending a hose to areas remote from the machine.
- Where possible apply hydraulic mulch from multiple directions to adequately cover the soil. Application from a single direction can result in shadowing, uneven coverage and failure of the BMP.
- Hydraulic mulch can also include a vegetative component, such as seed, rhizomes, or stolons (see EC-4 Hydraulic Seed).
- Typical hydraulic mulch application rates range from 2,000 pounds per acre for standard mulches (SMs) to 3,500 pounds per acre for BFMs. However, the required amount of hydraulic mulch to provide adequate coverage of exposed topsoil may appear to exceed the standard rates when the roughness of the soil surface is changed due to soil preparation methods (see EC-15 Soil Preparation) or by slope gradient.
- Other factors such as existing soil moisture and soil texture can have a profound effect on the amount of hydraulic mulch required (i.e. application rate) applied to achieve an erosion-resistant covering.
- Avoid use of mulch without a tackifier component, especially on slopes.
- Mulches used in the hydraulic mulch slurry can include:
 - Cellulose fiber
 - Thermally-processed wood fibers
 - Cotton
 - Synthetics
 - Compost (see EC-14, Compost Blanket)
- Additional guidance on the comparison and selection of temporary slope stabilization methods is provided in Appendix F of the Handbook.

Categories of Hydraulic Mulches

Standard Hydraulic Mulch (SM)

Standard hydraulic mulches are generally applied at a rate of 2,000 pounds per acre and are manufactured containing around 5% tackifier (i.e. soil binder), usually a plant-derived guar or psyllium type. Most standard mulches are green in color derived from food-color based dyes.

Hydraulic Mulch

EC-3

Hydraulic Matrices (HM) and Stabilized Fiber Matrices (SFM)

Hydraulic matrices and stabilized fiber matrices are slurries which contain increased levels of tackifiers/soil binders; usually 10% or more by weight. HMs and SFMs have improved performance compared to a standard hydraulic mulch (SM) because of the additional percentage of tackifier and because of their higher application rates, typically 2,500 – 4,000 pounds per acre. Hydraulic matrices can include a mixture of fibers, for example, a 50/50 blend of paper and wood fiber. In the case of an SFM, the tackifier/soil binder is specified as a polyacrylamide (PAM).

Bonded Fiber Matrix (BFM)

Bonded fiber matrices (BFMs) are hydraulically-applied systems of fibers, adhesives (typically guar based) and chemical cross-links. Upon drying, the slurry forms an erosion-resistant blanket that prevents soil erosion and promotes vegetation establishment. The cross-linked adhesive in the BFM should be biodegradable and should not dissolve or disperse upon re-wetting. BFMs are typically applied at rates from 3,000 to 4,000 lbs/acre based on the manufacturer's recommendation. BFMs should not be applied immediately before, during or immediately after rainfall or if the soil is saturated. Depending on the product, BFMs typically require 12 to 24 hours to dry and become effective.

Mechanically-Bonded Fiber Matrices (MBFM)

Mechanically-bonded fiber matrices (MBFMs) are hydraulically applied systems similar to BFM that use crimped synthetic fibers and PAM and are typically applied to a slope at a higher application rate than a standard BFM.

Hydraulic Compost Matrix (HCM)

Hydraulic compost matrix (HCM) is a field-derived practice whereby finely graded or sifted compost is introduced into the hydraulic mulch slurry. A guar-type tackifier can be added for steeper slope applications as well as any specified seed mixtures. A HCM can help to accelerate seed germination and growth. HCMs are particularly useful as an in-fill for three-dimensional re-vegetation geocomposites, such as turf reinforcement mats (TRM) (see EC-7 Geotextiles and Mats).

Costs

Average installed costs for hydraulic mulch categories are provided in Table 1, below.

Table 1
HYDRAULIC MULCH BMPs
INSTALLED COSTS

BMP	Installed Cost/Acre
Standard Hydraulic Mulching (SM)	\$1,700 - \$3,600 per acre
Hydraulic Matrices (HM) and Stabilized Fiber Matrices	
Guar-based	\$2,000 - \$4,000 per acre
PAM-based	\$2,500 - \$5,810 per acre
Bonded Fiber Matrix (BFM)	\$3,900 - \$6,900 per acre
Mechanically Bonded Fiber Matrix (MBFM)	\$4,500 - \$6,000 per acre
Hydraulic Compost Matrix (HCM)	\$3,000 - \$3,500 per acre

Hydraulic Mulch

EC-3

Source: Cost information received from individual product manufacturers solicited by Geosyntec Consultants (2004)

Inspection and Maintenance

- Maintain an unbroken, temporary mulched ground cover throughout the period of construction when the soils are not being reworked.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Areas where erosion is evident should be repaired and BMPs re-applied as soon as possible. Care should be exercised to minimize the damage to protected areas while making repairs, as any area damaged will require re-application of BMPs.
- Compare the number of bags or weight of applied mulch to the area treated to determine actual application rates and compliance with specifications.

References

Soil Stabilization BMP Research for Erosion and Sediment Controls: Cost Survey Technical Memorandum, State of California Department of Transportation (Caltrans), July 2007.

Controlling Erosion of Construction Sites, Agricultural Information #347, U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service – SCS).

Guides for Erosion and Sediment Control in California, USDA Soils Conservation Service, January 1991.

Manual of Standards of Erosion and Sediment Control Measures, Association of Bay Area Governments, May 1995.

Sedimentation and Erosion Control, An Inventory of Current Practices Draft, US EPA, April 1990.

Soil Erosion by Water, Agriculture Information Bulletin #513, U.S. Department of Agriculture, Soil Conservation Service.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

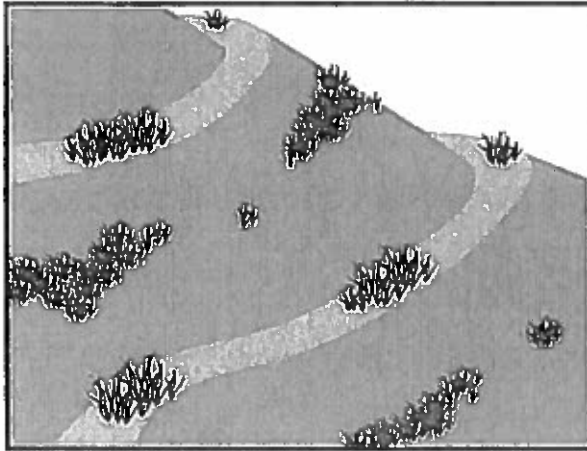
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Stormwater Management of the Puget Sound Basin, Technical Manual, Publication #91-75, Washington State Department of Ecology, February 1992.

Water Quality Management Plan for the Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

Hydroseeding

EC-4



Description and Purpose

Hydroseeding typically consists of applying a mixture of a hydraulic mulch, seed, fertilizer, and stabilizing emulsion with a hydraulic mulcher, to temporarily protect exposed soils from erosion by water and wind. Hydraulic seeding, or hydroseeding, is simply the method by which temporary or permanent seed is applied to the soil surface.

Suitable Applications

Hydroseeding is suitable for disturbed areas requiring temporary protection until permanent stabilization is established, for disturbed areas that will be re-disturbed following an extended period of inactivity, or to apply permanent stabilization measures. Hydroseeding without mulch or other cover (e.g. EC-7, Erosion Control Blanket) is not a stand-alone erosion control BMP and should be combined with additional measures until vegetation establishment.

Typical applications for hydroseeding include:

- Disturbed soil/graded areas where permanent stabilization or continued earthwork is not anticipated prior to seed germination.
- Cleared and graded areas exposed to seasonal rains or temporary irrigation.
- Areas not subject to heavy wear by construction equipment or high traffic.

Categories

EC	Erosion Control	☒
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
- ☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- EC-3 Hydraulic Mulch
- EC-5 Soil Binders
- EC-6 Straw Mulch
- EC-7 Geotextiles and Mats
- EC-8 Wood Mulching
- EC-14 Compost Blanket
- EC-16 Non-Vegetative Stabilization

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Hydroseeding

EC-4

Limitations

- Availability of hydroseeding equipment may be limited just prior to the rainy season and prior to storms due to high demand.
- Hydraulic seed should be applied with hydraulic mulch or a stand-alone hydroseed application should be followed by one of the following:
 - Straw mulch (see Straw Mulch EC-6)
 - Rolled erosion control products (see Geotextiles and Mats EC-7)
 - Application of Compost Blanket (see Compost Blanket EC-14)

Hydraulic seed may be used alone only on small flat surfaces when there is sufficient time in the season to ensure adequate vegetation establishment and coverage to provide adequate erosion control.

- Hydraulic seed without mulch does not provide immediate erosion control.
- Temporary seeding may not be appropriate for steep slopes (i.e., slopes readily prone to rill erosion or without sufficient topsoil).
- Temporary seeding may not be appropriate in dry periods without supplemental irrigation.
- Temporary vegetation may have to be removed before permanent vegetation is applied.
- Temporary vegetation may not be appropriate for short term inactivity (i.e. less than 3-6 months).
- This BMP consists of a mixture of several constituents (e.g., fibers/mulches, tackifiers, and other chemical constituents), some of which may be proprietary and may come pre-mixed by the manufacturer. The water quality impacts of these constituents are relatively unknown and some may have water quality impacts due to their chemical makeup. Additionally these constituents may require non-visible pollutant monitoring. Refer to specific chemical properties identified in the product Material Safety Data Sheet; products should be evaluated for project-specific implementation by the SWPPP Preparer. Refer to factsheet EC-05 for further guidance on selecting soil binders.

Implementation

In order to select appropriate hydraulic seed mixtures, an evaluation of site conditions should be performed with respect to:

- | | |
|---|----------------------------------|
| - Soil conditions | - Maintenance requirements |
| - Site topography and exposure (sun/wind) | - Sensitive adjacent areas |
| - Season and climate | - Water availability |
| - Vegetation types | - Plans for permanent vegetation |

Hydroseeding

EC-4

The local office of the U.S.D.A. Natural Resources Conservation Service (NRCS), Resource Conservation Districts and Agricultural Extension Service can provide information on appropriate seed mixes.

The following steps should be followed for implementation:

- Where appropriate or feasible, soil should be prepared to receive the seed by disking or otherwise scarifying (See EC-15, Soil Preparation) the surface to eliminate crust, improve air and water infiltration and create a more favorable environment for germination and growth.
- Avoid use of hydraulic seed in areas where the BMP would be incompatible with future earthwork activities.
- Hydraulic seed can be applied using a multiple step or one step process.
 - In a multiple step process, hydraulic seed is applied first, followed by mulch or a Rolled Erosion Control Product (RECP).
 - In the one step process, hydraulic seed is applied with hydraulic mulch in a hydraulic matrix. When the one step process is used to apply the mixture of fiber, seed, etc., the seed rate should be increased to compensate for all seeds not having direct contact with the soil.
- All hydraulically seeded areas should have mulch, or alternate erosion control cover to keep seeds in place and to moderate soil moisture and temperature until the seeds germinate and grow.
- All seeds should be in conformance with the California State Seed Law of the Department of Agriculture. Each seed bag should be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee, and dates of test. The container should be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained. All legume seed should be pellet inoculated. Inoculant sources should be species specific and should be applied at a rate of 2 lb of inoculant per 100 lb seed.
- Commercial fertilizer should conform to the requirements of the California Food and Agricultural Code, which can be found at http://www.leginfo.ca.gov/.html/fac_table_of_contents.html. Fertilizer should be pelleted or granular form.
- Follow up applications should be made as needed to cover areas of poor coverage or germination/vegetation establishment and to maintain adequate soil protection.
- Avoid over spray onto roads, sidewalks, drainage channels, existing vegetation, etc.
- Additional guidance on the comparison and selection of temporary slope stabilization methods is provided in Appendix F of the Handbook.

Hydroseeding

EC-4

Costs

Average cost for installation and maintenance may vary from as low as \$1,900 per acre for flat slopes and stable soils, to \$4,000 per acre for moderate to steep slopes and/or erosive soils. Cost of seed mixtures vary based on types of required vegetation.

BMP	Installed Cost per Acre
Hydraulic Seed	\$1,900-\$4,000

Source: Cost information received from individual product manufacturers solicited by Geosyntec Consultants (2004).

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Areas where erosion is evident should be repaired and BMPs re-applied as soon as possible. Care should be exercised to minimize the damage to protected areas while making repairs, as any area damaged will require re-application of BMPs.
- Where seeds fail to germinate, or they germinate and die, the area must be re-seeded, fertilized, and mulched within the planting season, using not less than half the original application rates.
- Irrigation systems, if applicable, should be inspected daily while in use to identify system malfunctions and line breaks. When line breaks are detected, the system must be shut down immediately and breaks repaired before the system is put back into operation.
- Irrigation systems should be inspected for complete coverage and adjusted as needed to maintain complete coverage.

References

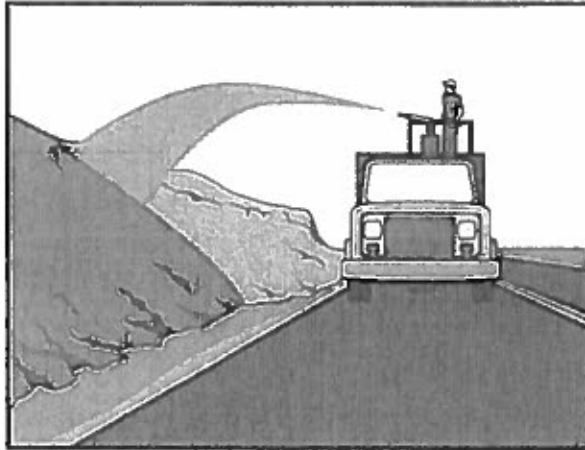
Soil Stabilization BMP Research for Erosion and Sediment Controls: Cost Survey Technical Memorandum, State of California Department of Transportation (Caltrans), July 2007.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Guidance Document: Soil Stabilization for Temporary Slopes, State of California Department of Transportation (Caltrans), November 1999.

Straw Mulch

EC-6



Description and Purpose

Straw mulch consists of placing a uniform layer of straw and incorporating it into the soil with a studded roller or crimper, or anchoring it with a tackifier or stabilizing emulsion. Straw mulch protects the soil surface from the impact of rain drops, preventing soil particles from becoming dislodged.

Suitable Applications

Straw mulch is suitable for disturbed areas requiring temporary protection until permanent stabilization is established. Straw mulch can be specified for the following applications:

- As a stand-alone BMP on disturbed areas until soils can be prepared for permanent vegetation. The longevity of straw mulch is typically less than six months.
- Applied in combination with temporary seeding strategies
- Applied in combination with permanent seeding strategies to enhance plant establishment and final soil stabilization
- Applied around containerized plantings to control erosion until the plants become established to provide permanent stabilization

Limitations

Availability of straw and straw blowing equipment may be limited just prior to the rainy season and prior to storms due to high demand.

Categories

EC	Erosion Control	☒
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
- ☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- EC-3 Hydraulic Mulch
- EC-4 Hydroseeding
- EC-5 Soil Binders
- EC-7 Geotextiles and Mats
- EC-8 Wood Mulching
- EC-14 Compost Blanket

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Straw Mulch

EC-6

- There is a potential for introduction of weed seed and unwanted plant material if weed-free agricultural straw is not specified.
- Straw mulch applied by hand is more time intensive and potentially costly.
- Wind may limit application of straw and blow straw into undesired locations.
- May have to be removed prior to permanent seeding or prior to further earthwork.
- "Punching" of straw does not work in sandy soils, necessitating the use of tackifiers.
- Potential fugitive dust control issues associated with straw applications can occur. Application of a stabilizing emulsion or a water stream at the same time straw is being blown can reduce this problem.
- Use of plastic netting should be avoided in areas where wildlife may be entrapped and may be prohibited for projects in certain areas with sensitive wildlife species, especially reptiles and amphibians.

Implementation

- Straw should be derived from weed-free wheat, rice, or barley. Where required by the plans, specifications, permits, or environmental documents, native grass straw should be used.
- Use tackifier to anchor straw mulch to the soil on slopes.
- Crimping, punch roller-type rollers, or track walking may also be used to incorporate straw mulch into the soil on slopes. Track walking can be used where other methods are impractical.
- Avoid placing straw onto roads, sidewalks, drainage channels, sound walls, existing vegetation, etc.
- Straw mulch with tackifier should not be applied during or immediately before rainfall.
- Additional guidance on the comparison and selection of temporary slope stabilization methods is provided in Appendix F of the Handbook.

Application Procedures

- When using a tackifier to anchor the straw mulch, roughen embankment or fill areas by rolling with a crimping or punching-type roller or by track walking before placing the straw mulch. Track walking should only be used where rolling is impractical.
- Apply straw at a rate of between 3,000 and 4,000 lb/acre, either by machine or by hand distribution and provide 100% ground cover. A lighter application is used for flat surfaces and a heavier application is used for slopes.
- Evenly distribute straw mulch on the soil surface.
- Anchoring straw mulch to the soil surface by "punching" it into the soil mechanically (incorporating) can be used in lieu of a tackifier.

Straw Mulch

EC-6

- Methods for holding the straw mulch in place depend upon the slope steepness, accessibility, soil conditions, and longevity.
 - A tackifier acts to glue the straw fibers together and to the soil surface. The tackifier should be selected based on longevity and ability to hold the fibers in place. A tackifier is typically applied at a rate of 125 lb/acre. In windy conditions, the rates are typically 180 lb/acre.
 - On very small areas, a spade or shovel can be used to punch in straw mulch.
 - On slopes with soils that are stable enough and of sufficient gradient to safely support construction equipment without contributing to compaction and instability problems, straw can be "punched" into the ground using a knife blade roller or a straight bladed coultter, known commercially as a "crimper."

Costs

Average annual cost for installation and maintenance is included in the table below. Application by hand is more time intensive and potentially more costly.

BMP	Unit Cost per Acre
Straw mulch, crimped or punched	\$2,458-\$5,375
Straw mulch with tackifier	\$1,823-\$4,802

Source: Cost information received from individual product suppliers solicited by Geosyntec Consultants (2004).

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Areas where erosion is evident should be repaired and BMPs re-applied as soon as possible. Care should be exercised to minimize the damage to protected areas while making repairs, as any area damaged will require re-application of BMPs.
- The key consideration in inspection and maintenance is that the straw needs to last long enough to achieve erosion control objectives. Straw mulch as a stand-alone BMP is temporary and is not suited for long-term erosion control.
- Maintain an unbroken, temporary mulched ground cover while disturbed soil areas are inactive. Repair any damaged ground cover and re-mulch exposed areas.
- Reapplication of straw mulch and tackifier may be required to maintain effective soil stabilization over disturbed areas and slopes.

Straw Mulch

EC-6

References

Soil Stabilization BMP Research for Erosion and Sediment Controls: Cost Survey Technical Memorandum, State of California Department of Transportation (Caltrans), July 2007.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Controlling Erosion of Construction Sites, Agricultural Information Bulletin #347, U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service – SCS).

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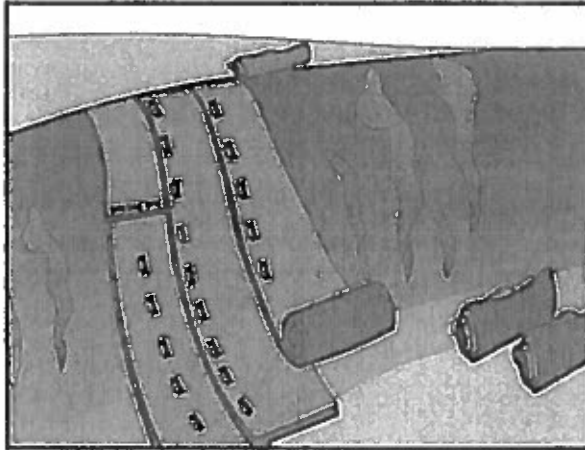
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Geotextiles and Mats

EC-7



Description and Purpose

Matings, or Rolled Erosion Control Products (RECPs), can be made of natural or synthetic materials or a combination of the two. RECPs are used to cover the soil surface to reduce erosion from rainfall impact, hold soil in place, and absorb and hold moisture near the soil surface. Additionally, RECPs may be used to stabilize soils until vegetation is established or to reinforce non-woody surface vegetation.

Suitable Applications

RECPs are typically applied on slopes where erosion hazard is high and vegetation will be slow to establish. Matings are also used on stream banks, swales and other drainage channels where moving water at velocities between 3 ft/s and 6 ft/s are likely to cause scour and wash out new vegetation, and in areas where the soil surface is disturbed and where existing vegetation has been removed. RECPs may also be used when seeding cannot occur (e.g., late season construction and/or the arrival of an early rain season). RECPs should be considered when the soils are fine grained and potentially erosive. RECPs should be considered in the following situations.

- Steep slopes, generally steeper than 3:1 (H:V)
- Slopes where the erosion potential is high
- Slopes and disturbed soils where mulch must be anchored
- Disturbed areas where plants are slow to develop

Categories

EC	Erosion Control	☒
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
- ☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- EC-3 Hydraulic Mulch
- EC-4 Hydroseeding

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Geotextiles and Mats

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- Channels with flows exceeding 3.3 ft/s
- Channels to be vegetated
- Stockpiles
- Slopes adjacent to water bodies

Limitations

- RECP installed costs are generally higher than other erosion control BMPs, limiting their use to areas where other BMPs are ineffective (e.g. channels, steep slopes).
- RECPs may delay seed germination, due to reduction in soil temperature.
- RECPs are generally not suitable for excessively rocky sites or areas where the final vegetation will be mowed (since staples and netting can catch in mowers). If a staple or pin cannot be driven into the soil because the underlying soil is too hard or rocky, then an alternative BMP should be selected.
- If used for temporary erosion control, RECPs should be removed and disposed of prior to application of permanent soil stabilization measures.
- The use of plastic should be limited to covering stockpiles or very small graded areas for short periods of time (such as through one imminent storm event) until more environmentally friendly measures, such as seeding and mulching, may be installed.
 - Plastic sheeting is easily vandalized, easily torn, photodegradable, and must be disposed of at a landfill.
 - Plastic sheeting results in 100% runoff, which may cause serious erosion problems in the areas receiving the increased flow.
- RECPs may have limitations based on soil type, slope gradient, or channel flow rate; consult the manufacturer for proper selection.
- Not suitable for areas that have foot traffic (tripping hazard) – e.g., pad areas around buildings under construction.
- RECPs that incorporate a plastic netting (e.g. straw blanket typically uses a plastic netting to hold the straw in place) may not be suitable near known wildlife habitat. Wildlife can become trapped in the plastic netting.
- RECPs may have limitations in extremely windy climates. However, when RECPs are properly trenched at the top and bottom and stapled in accordance with the manufacturer's recommendations, problems with wind can be minimized.

Geotextiles and Mats

EC-7

Implementation

Material Selection

- Natural RECPs have been found to be effective where re-vegetation will be provided by re-seeding. The choice of material should be based on the size of area, side slopes, surface conditions such as hardness, moisture, weed growth, and availability of materials.
- Additional guidance on the comparison and selection of temporary slope stabilization methods is provided in Appendix F of the Handbook.
- The following natural and synthetic RECPs are commonly used:

Geotextiles

- Material can be a woven or a non-woven polypropylene fabric with minimum thickness of 0.06 in., minimum width of 12 ft and should have minimum tensile strength of 150 lbs (warp), 80 lbs (fill) in conformance with the requirements in ASTM Designation: D 4632. The permittivity of the fabric should be approximately 0.07 sec^{-1} in conformance with the requirements in ASTM Designation: D4491. The fabric should have an ultraviolet (UV) stability of 70 percent in conformance with the requirements in ASTM designation: D4355. Geotextile blankets must be secured in place with wire staples or sandbags and by keying into tops of slopes to prevent infiltration of surface waters under geotextile. Staples should be made of minimum 11 gauge steel wire and should be U-shaped with 8 in. legs and 2 in. crown.
- Geotextiles may be reused if they are suitable for the use intended.

Plastic Covers

- Generally plastic sheeting should only be used as stockpile covering or for very small graded areas for short periods of time (such as through one imminent storm event). If plastic sheeting must be used, choose a plastic that will withstand photo degradation.
- Plastic sheeting should have a minimum thickness of 6 mils, and must be keyed in at the top of slope (when used as a temporary slope protection) and firmly held in place with sandbags or other weights placed no more than 10 ft apart. Seams are typically taped or weighted down their entire length, and there should be at least a 12 in. to 24 in. overlap of all seams. Edges should be embedded a minimum of 6 in. in soil (when used as a temporary slope protection).
- All sheeting must be inspected periodically after installation and after significant rainstorms to check for erosion, undermining, and anchorage failure. Any failures must be repaired immediately. If washout or breakages occur, the material should be re-installed after repairing the damage to the slope.

Erosion Control Blankets/Mats

- Biodegradable RECPs are typically composed of jute fibers, curled wood fibers, straw, coconut fiber, or a combination of these materials. In order for an RECP to be considered 100% biodegradable, the netting, sewing or adhesive system that holds the biodegradable mulch fibers together must also be biodegradable. See typical installation details at the end of this fact sheet.

Geotextiles and Mats

EC-7

- **Jute** is a natural fiber that is made into a yarn that is loosely woven into a biodegradable mesh. The performance of jute as a stand-alone RECP is low. Most other RECPs outperform jute as a temporary erosion control product and therefore jute is not commonly used. It is designed to be used in conjunction with vegetation. The material is supplied in rolled strips, which should be secured to the soil with U-shaped staples or stakes in accordance with manufacturers' recommendations.
- **Excelsior** (curled wood fiber) blanket material should consist of machine produced mats of curled wood excelsior with 80 percent of the fiber 6 in. or longer. The excelsior blanket should be of consistent thickness. The wood fiber must be evenly distributed over the entire area of the blanket. The top surface of the blanket should be covered with a photodegradable extruded plastic mesh. The blanket should be smolder resistant without the use of chemical additives and should be non-toxic and non-injurious to plant and animal life. Excelsior blankets should be furnished in rolled strips, a minimum of 48 in. wide, and should have an average weight of 0.8 lb/yd², ± 10 percent, at the time of manufacture. Excelsior blankets must be secured in place with wire staples. Staples should be made of minimum 11 gauge steel wire and should be U-shaped with 8 in. legs and 2 in. crown.
- **Straw blanket** should be machine produced mats of straw with a lightweight biodegradable netting top layer. The straw should be attached to the netting with biodegradable thread or glue strips. The straw blanket should be of consistent thickness. The straw should be evenly distributed over the entire area of the blanket. Straw blanket should be furnished in rolled strips a minimum of 6.5 ft wide, a minimum of 80 ft long and a minimum of 0.5 lb/yd². Straw blankets must be secured in place with wire staples. Staples should be made of minimum 11 gauge steel wire and should be U-shaped with 8 in. legs and 2 in. crown.
- **Wood fiber blanket** is composed of biodegradable fiber mulch with extruded plastic netting held together with adhesives. The material is designed to enhance re-vegetation. The material is furnished in rolled strips, which must be secured to the ground with U-shaped staples or stakes in accordance with manufacturers' recommendations.
- **Coconut fiber blanket** should be a machine produced mat of 100 percent coconut fiber with biodegradable netting on the top and bottom. The coconut fiber should be attached to the netting with biodegradable thread or glue strips. The coconut fiber blanket should be of consistent thickness. The coconut fiber should be evenly distributed over the entire area of the blanket. Coconut fiber blanket should be furnished in rolled strips with a minimum of 6.5 ft wide, a minimum of 80 ft. long and a minimum of 0.5 lb/yd². Coconut fiber blankets must be secured in place with wire staples. Staples should be made of minimum 11 gauge steel wire and should be U-shaped with 8 in. legs and 2 in. crown.
- **Coconut fiber mesh** is a thin permeable membrane made from coconut or corn fiber that is spun into a yarn and woven into a biodegradable mat. It is designed to be used in conjunction with vegetation and typically has longevity of several years. The material is supplied in rolled strips, which must be secured to the soil with U-shaped staples or stakes in accordance with manufacturers' recommendations.

Geotextiles and Mats

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- **Straw coconut fiber blanket** should be machine produced mats of 70 percent straw and 30 percent coconut fiber with a biodegradable netting top layer and a biodegradable bottom net. The straw and coconut fiber should be attached to the netting with biodegradable thread or glue strips. The straw coconut fiber blanket should be of consistent thickness. The straw and coconut fiber should be evenly distributed over the entire area of the blanket. Straw coconut fiber blanket should be furnished in rolled strips a minimum of 6.5 ft wide, a minimum of 80 ft long and a minimum of 0.5 lb/yd². Straw coconut fiber blankets must be secured in place with wire staples. Staples should be made of minimum 11 gauge steel wire and should be U-shaped with 8 in. legs and 2 in. crown.
- **Non-biodegradable RECPs** are typically composed of polypropylene, polyethylene, nylon or other synthetic fibers. In some cases, a combination of biodegradable and synthetic fibers is used to construct the RECP. Netting used to hold these fibers together is typically non-biodegradable as well.
- **Plastic netting** is a lightweight biaxially oriented netting designed for securing loose mulches like straw or paper to soil surfaces to establish vegetation. The netting is photodegradable. The netting is supplied in rolled strips, which must be secured with U-shaped staples or stakes in accordance with manufacturers' recommendations.
- **Plastic mesh** is an open weave geotextile that is composed of an extruded synthetic fiber woven into a mesh with an opening size of less than ¼ in. It is used with re-vegetation or may be used to secure loose fiber such as straw to the ground. The material is supplied in rolled strips, which must be secured to the soil with U-shaped staples or stakes in accordance with manufacturers' recommendations.
- **Synthetic fiber with netting** is a mat that is composed of durable synthetic fibers treated to resist chemicals and ultraviolet light. The mat is a dense, three dimensional mesh of synthetic (typically polyolefin) fibers stitched between two polypropylene nets. The mats are designed to be re-vegetated and provide a permanent composite system of soil, roots, and geomatrix. The material is furnished in rolled strips, which must be secured with U-shaped staples or stakes in accordance with manufacturers' recommendations.
- **Bonded synthetic fibers** consist of a three dimensional geomatrix nylon (or other synthetic) matting. Typically it has more than 90 percent open area, which facilitates root growth. It's tough root reinforcing system anchors vegetation and protects against hydraulic lift and shear forces created by high volume discharges. It can be installed over prepared soil, followed by seeding into the mat. Once vegetated, it becomes an invisible composite system of soil, roots, and geomatrix. The material is furnished in rolled strips that must be secured with U-shaped staples or stakes in accordance with manufacturers' recommendations.
- **Combination synthetic and biodegradable RECPs** consist of biodegradable fibers, such as wood fiber or coconut fiber, with a heavy polypropylene net stitched to the top and a high strength continuous filament geomatrix or net stitched to the bottom. The material is designed to enhance re-vegetation. The material is furnished in rolled strips,

Geotextiles and Mats

EC-7

which must be secured with U-shaped staples or stakes in accordance with manufacturers' recommendations.

Site Preparation

- Proper soil preparation is essential to ensure complete contact of the RECP with the soil. Soil Roughening is not recommended in areas where RECPs will be installed.
- Grade and shape the area of installation.
- Remove all rocks, clods, vegetation or other obstructions so that the installed blankets or mats will have complete, direct contact with the soil.
- Prepare seedbed by loosening 2 to 3 in. of topsoil.

Seeding/Planting

Seed the area before blanket installation for erosion control and re-vegetation. Seeding after mat installation is often specified for turf reinforcement application. When seeding prior to blanket installation, all areas disturbed during blanket installation must be re-seeded. Where soil filling is specified for turf reinforcement mats (TRMs), seed the matting and the entire disturbed area after installation and prior to filling the mat with soil.

Fertilize and seed in accordance with seeding specifications or other types of landscaping plans. The protective matting can be laid over areas where grass has been planted and the seedlings have emerged. Where vines or other ground covers are to be planted, lay the protective matting first and then plant through matting according to design of planting.

Check Slots

Check slots shall be installed as required by the manufacturer.

Laying and Securing Matting

- Before laying the matting, all check slots should be installed and the seedbed should be friable, made free from clods, rocks, and roots. The surface should be compacted and finished according to the requirements of the manufacturer's recommendations.
- Mechanical or manual lay down equipment should be capable of handling full rolls of fabric and laying the fabric smoothly without wrinkles or folds. The equipment should meet the fabric manufacturer's recommendations or equivalent standards.

Anchoring

- U-shaped wire staples, metal geotextile stake pins, or triangular wooden stakes can be used to anchor mats and blankets to the ground surface.
- Wire staples should be made of minimum 11 gauge steel wire and should be U-shaped with 8 in. legs and 2 in. crown.
- Metal stake pins should be 0.188 in. diameter steel with a 1.5 in. steel washer at the head of the pin, and 8 in. in length.
- Wire staples and metal stakes should be driven flush to the soil surface.

Geotextiles and Mats

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Installation on Slopes

Installation should be in accordance with the manufacturer's recommendations. In general, these will be as follows:

- Begin at the top of the slope and anchor the blanket in a 6 in. deep by 6 in. wide trench. Backfill trench and tamp earth firmly.
- Unroll blanket down slope in the direction of water flow.
- Overlap the edges of adjacent parallel rolls 2 to 3 in. and staple every 3 ft (or greater, per manufacturer's specifications).
- When blankets must be spliced, place blankets end over end (shingle style) with 6 in. overlap. Staple through overlapped area, approximately 12 in. apart.
- Lay blankets loosely and maintain direct contact with the soil. Do not stretch.
- Staple blankets sufficiently to anchor blanket and maintain contact with the soil. Staples should be placed down the center and staggered with the staples placed along the edges. Steep slopes, 1:1 (H:V) to 2:1 (H:V), require a minimum of 2 staples/yd². Moderate slopes, 2:1 (H:V) to 3:1 (H:V), require a minimum of 1 ½ staples/yd². Check manufacturer's specifications to determine if a higher density staple pattern is required.

Installation in Channels

Installation should be in accordance with the manufacturer's recommendations. In general, these will be as follows:

- Dig initial anchor trench 12 in. deep and 6 in. wide across the channel at the lower end of the project area.
- Excavate intermittent check slots, 6 in. deep and 6 in. wide across the channel at 25 to 30 ft intervals along the channels.
- Cut longitudinal channel anchor trenches 4 in. deep and 4 in. wide along each side of the installation to bury edges of matting, whenever possible extend matting 2 to 3 in. above the crest of the channel side slopes.
- Beginning at the downstream end and in the center of the channel, place the initial end of the first roll in the anchor trench and secure with fastening devices at 12 in. intervals. Note: matting will initially be upside down in anchor trench.
- In the same manner, position adjacent rolls in anchor trench, overlapping the preceding roll a minimum of 3 in.
- Secure these initial ends of mats with anchors at 12 in. intervals, backfill and compact soil.
- Unroll center strip of matting upstream. Stop at next check slot or terminal anchor trench. Unroll adjacent mats upstream in similar fashion, maintaining a 3 in. overlap.

Geotextiles and Mats

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- Fold and secure all rolls of matting snugly into all transverse check slots. Lay mat in the bottom of the slot then fold back against itself. Anchor through both layers of mat at 12 in. intervals, then backfill and compact soil. Continue rolling all mat widths upstream to the next check slot or terminal anchor trench.
- Alternate method for non-critical installations: Place two rows of anchors on 6 in. centers at 25 to 30 ft. intervals in lieu of excavated check slots.
- Staple shingled lap spliced ends a minimum of 12 in. apart on 12 in. intervals.
- Place edges of outside mats in previously excavated longitudinal slots; anchor using prescribed staple pattern, backfill, and compact soil.
- Anchor, fill, and compact upstream end of mat in a 12 in. by 6 in. terminal trench.
- Secure mat to ground surface using U-shaped wire staples, geotextile pins, or wooden stakes.
- Seed and fill turf reinforcement matting with soil, if specified.

Soil Filling (if specified for turf reinforcement mat (TRM))

Installation should be in accordance with the manufacturer's recommendations. Typical installation guidelines are as follows:

- After seeding, spread and lightly rake 1/2-3/4 inches of fine topsoil into the TRM apertures to completely fill TRM thickness. Use backside of rake or other flat implement.
- Alternatively, if allowed by product specifications, spread topsoil using lightweight loader, backhoe, or other power equipment. Avoid sharp turns with equipment.
- Always consult the manufacturer's recommendations for installation.
- Do not drive tracked or heavy equipment over mat.
- Avoid any traffic over matting if loose or wet soil conditions exist.
- Use shovels, rakes, or brooms for fine grading and touch up.
- Smooth out soil filling just exposing top netting of mat.

Temporary Soil Stabilization Removal

- Temporary soil stabilization removed from the site of the work must be disposed of if necessary.

Costs

Installed costs can be relatively high compared to other BMPs. Approximate costs for installed materials are shown below:

Geotextiles and Mats

EC-7

Rolled Erosion Control Products		Installed Cost per Acre (2004) ¹	Estimated Cost per Acre (2009) ²
Biodegradable	Jute Mesh	\$6,000-\$7,000	\$6,600-\$7,700
	Curled Wood Fiber	\$8,000-\$10,500	\$8,800-\$11,050
	Straw	\$8,000-\$10,500	\$8,800-\$11,050
	Wood Fiber	\$8,000-\$10,500	\$8,800-\$11,050
	Coconut Fiber	\$13,000-\$14,000	\$14,300-\$15,400
	Coconut Fiber Mesh	\$30,000-\$33,000	\$33,000-\$36,300
	Straw Coconut Fiber	\$10,000-\$12,000	\$11,000-\$13,200
Non-Biodegradable	Plastic Netting	\$2,000-\$2,200	\$2,200-\$2,220
	Plastic Mesh	\$3,000-\$3,500	\$3,300-\$3,850
	Synthetic Fiber with Netting	\$34,000-\$40,000	\$37,400-\$44,000
	Bonded Synthetic Fibers	\$45,000-\$55,000	\$49,500-\$60,500
	Combination with Biodegradable	\$30,000-\$36,000	\$33,000-\$39,600

1. Source: Cost information received from individual product manufacturers solicited by Geosyntec Consultants (2004).

2. 2009 costs reflect a 10% escalation over year 2004 costs. Escalation based on informal survey of industry trends. Note: Expected cost increase is offset by competitive economic conditions.

Inspection and Maintenance

- RECPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Areas where erosion is evident shall be repaired and BMPs reapplied as soon as possible. Care should be exercised to minimize the damage to protected areas while making repairs, as any area damaged will require reapplication of BMPs.
- If washout or breakage occurs, re-install the material after repairing the damage to the slope or channel.
- Make sure matting is uniformly in contact with the soil.
- Check that all the lap joints are secure.
- Check that staples are flush with the ground.

References

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005

Erosion Control Pilot Study Report, State of California Department of Transportation (Caltrans), June 2000.

Guides for Erosion and Sediment Controls in California, USDA Soils Conservation Service, January 1991.

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National Management Measures to Control Nonpoint Source Pollution from Urban Areas, United States Environmental Protection Agency, 2002.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

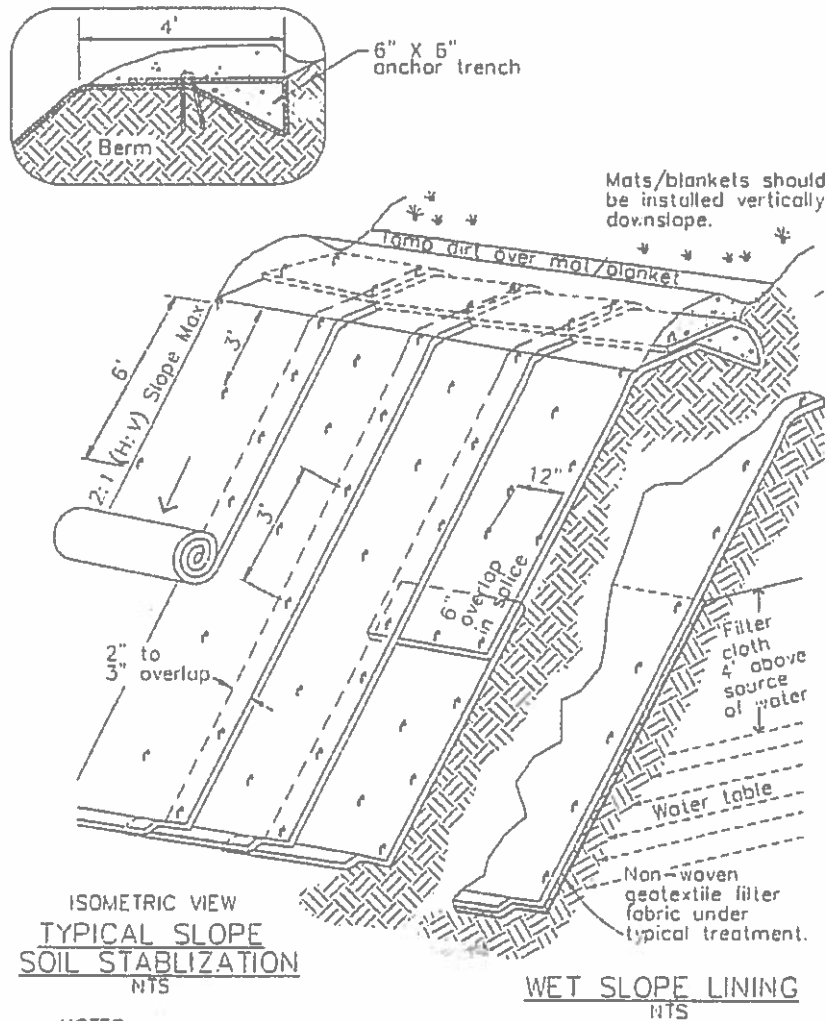
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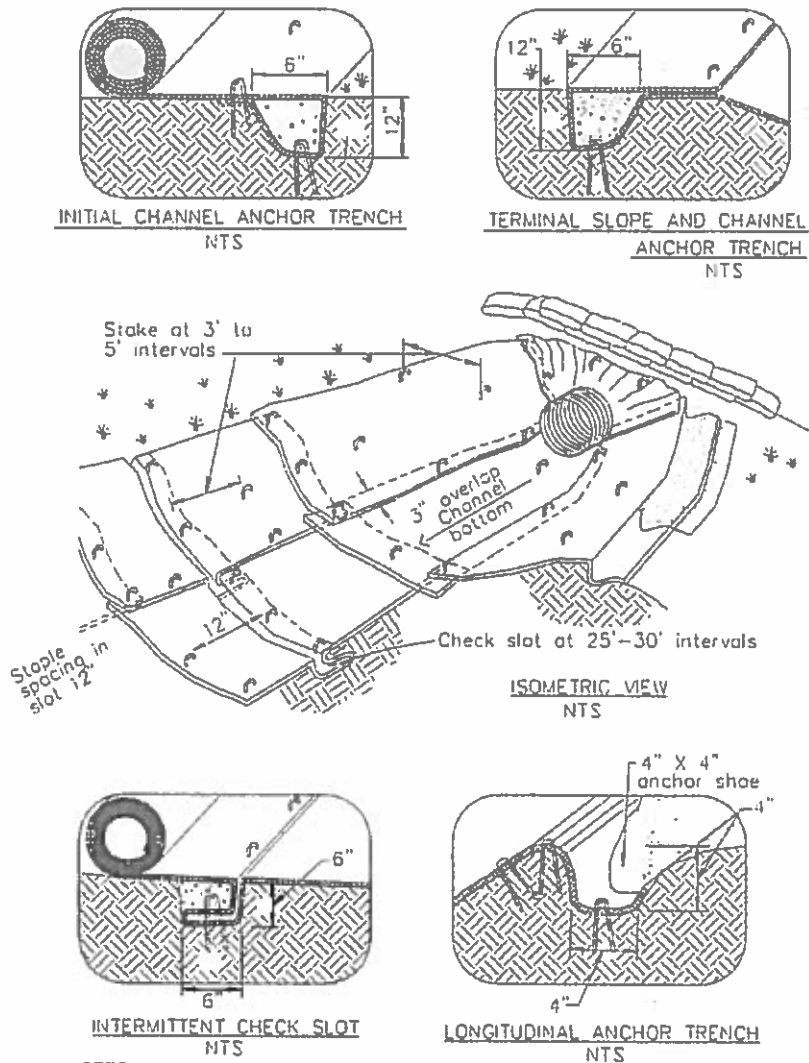


NOTES:

1. Slope surface shall be free of rocks, clods, sticks and grass. Mats/blankets shall have good soil contact.
2. Lay blankets loosely and stake or staple to maintain direct contact with the soil. Do not stretch.
3. Install per manufacturer's recommendations

TYPICAL INSTALLATION DETAIL

Geotextiles and Mats

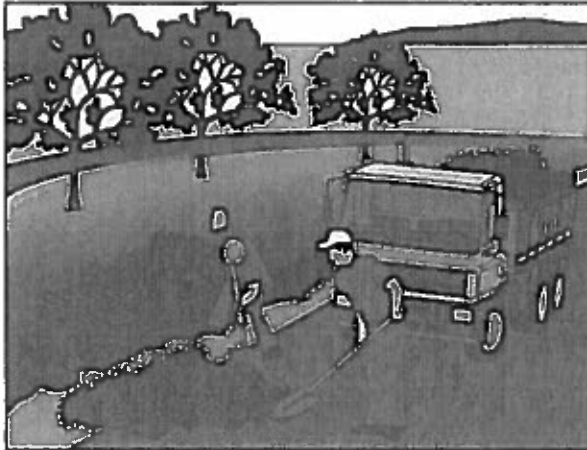
EC-7


NOTES:

1. Check slots to be constructed per manufacturers specifications.
2. Staking or stapling layout per manufacturers specifications.
3. Install per manufacturer's recommendations

TYPICAL INSTALLATION DETAIL

Wood Mulching

EC-8


Description and Purpose

Wood mulching consists of applying a mixture of shredded wood mulch, bark or compost to disturbed soils. The primary function of wood mulching is to reduce erosion by protecting bare soil from rainfall impact, increasing infiltration, and reducing runoff.

Suitable Applications

Wood mulching is suitable for disturbed soil areas requiring temporary protection until permanent stabilization is established.

Limitations

- Not suitable for use on slopes steeper than 3:1 (H:V). Best suited to flat areas or gentle slopes or 5:1 (H:V) or flatter.
- Wood mulch and compost may introduce unwanted species.
- Not suitable for areas exposed to concentrated flows.
- May need to be removed prior to further earthwork.

Implementation

Mulch Selection

There are many types of mulches. Selection of the appropriate type of mulch should be based on the type of application, site conditions, and compatibility with planned or future uses.

Categories

EC	Erosion Control	☒
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Objective
- ☒ Secondary Objective

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- EC-3 Hydraulic Mulch
- EC-4 Hydroseeding
- EC-5 Soil Binders
- EC-6 Straw Mulch
- EC-7 Geotextiles and Mats

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Wood Mulching

EC-8

Application Procedures

Prior to application, after existing vegetation has been removed, roughen embankment and fill areas by rolling with a device such as a punching type roller or by track walking. The construction application procedures for mulches vary significantly depending upon the type of mulching method specified. Two methods are highlighted here:

- **Green Material:** This type of mulch is produced by the recycling of vegetation trimmings such as grass, shredded shrubs, and trees. Methods of application are generally by hand although pneumatic methods are available.
 - Green material can be used as a temporary ground cover with or without seeding.
 - The green material should be evenly distributed on site to a depth of not more than 2 in.
- **Shredded Wood:** Suitable for ground cover in ornamental or revegetated plantings.
 - Shredded wood/bark is conditionally suitable. See note under limitations.
 - Distribute by hand or use pneumatic methods.
 - Evenly distribute the mulch across the soil surface to a depth of 2 to 3 in.
- Avoid mulch placement onto roads, sidewalks, drainage channels, existing vegetation, etc.

Costs

Average annual cost for installation and maintenance (3-4 months useful life) is around \$4,000 per acre, but cost can increase if the source is not close to the project site.

Inspection and Maintenance

- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Areas where erosion is evident shall be repaired and BMPs reapplied as soon as possible. Care should be exercised to minimize the damage to protected areas while making repairs, as any area damaged will require reapplication of BMPs.
- Regardless of the mulching technique selected, the key consideration in inspection and maintenance is that the mulch needs to last long enough to achieve erosion control objectives. If the mulch is applied as a stand alone erosion control method over disturbed areas (without seed), it should last the length of time the site will remain barren or until final re-grading and revegetation.
- Where vegetation is not the ultimate cover, such as ornamental and landscape applications of bark or wood chips, inspection and maintenance should focus on longevity and integrity of the mulch.
- Reapply mulch when bare earth becomes visible.

Wood Mulching

EC-8

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Controlling Erosion of Construction Sites Agriculture Information Bulletin #347, U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service – SCS).

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Proposed Guidance Specifying Management Measures for Sources of Nonpoint Pollution in Coastal Waters, Work Group Working Paper, USEPA, April 1992.

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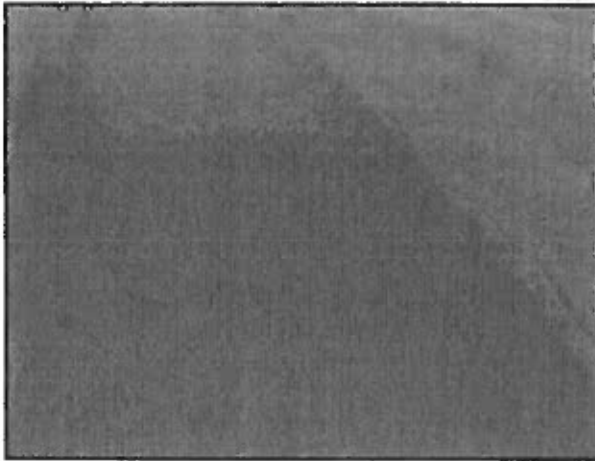
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Water Quality Management Plan for the Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

Compost Blanket

EC-14



Categories

EC	Erosion Control	☒
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- EC-3 Hydraulic Mulch
 EC-4 Hydroseeding
 EC-5 Soil Binders
 EC-7 Geotextiles and Mats
 EC-8 Wood Mulching

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Description and Purpose

A compost blanket is applied to slopes and earth disturbed areas to prevent erosion, and in some cases, increase infiltration and/or establish vegetation. The compost blanket can be applied by hand, conveyor system, compost spreader, or pneumatic delivery (blower) system. The blanket thickness is determined from the slope steepness and anticipated precipitation. A compost blanket protects the soil surface from raindrop erosion, particularly rills and gullies that may form under other methods of erosion control.

A compost blanket, if properly installed, can be very successful at vegetation establishment, weed suppression and erosion control. The compost blanket comes into direct contact with the underlying soil, reducing rill formation. Furthermore, compost provides organic matter and nutrients important for vegetation growth. The compost blanket provides soil structure that allows water to infiltrate the soil surface and retain moisture, which also promotes seed germination and vegetation growth, in addition to reducing runoff.

Compost is typically derived from combinations of feedstocks, biosolids, leaf and yard trimmings, manure, wood, or mixed solid waste. Many types of compost are products of municipal recycle or "Greenwaste" programs. Compost is organic and biodegradable and can be left onsite. There are many types of compost with a variety of properties with specific functions, and accordingly, compost selection is an important design consideration in the application of this type of erosion control.

Compost Blanket

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Suitable Applications

A compost blanket is appropriate for slopes and earth disturbed areas requiring protection until permanent stabilization is established. A compost blanket can also be used in combination with temporary and/or permanent seeding strategies to enhance plant establishment. Examples include:

- Rough-graded areas that will remain inactive for longer than 14 days
- Soil stockpiles
- Slopes with exposed soil between existing vegetation such as trees or shrubs
- Slopes planted with live, container-grown vegetation
- Disturbed areas where plants are slow to develop

A compost blanket is typically used on slopes of 2:1 (H:V) or gentler. However, a compost blanket can be effective when applied to slopes as steep as 1:1 (H:V) with appropriate design considerations including slope length, blanket thickness, adding components such as a tackifier, or using compost blankets in conjunction with other techniques, such as compost socks and berms or fiber rolls.

Compost can be pre-seeded prior to application to the soil (recommended by the EPA for construction site stormwater runoff control) or seeded after the blanket has been installed. The compost medium can also remove pollutants in stormwater including heavy metals; oil and grease; and hydrocarbons (USEPA, 1998).

Limitations

- Compost can potentially leach nutrients (dissolved phosphorus and nitrogen) into runoff and potentially impact water quality. Compost should not be used directly upstream from nutrient impaired waterbodies (Adams et. al, 2008).
- Compost may also contain other undesirable constituents that are detrimental to water quality. Carefully consider the qualifications and experience of any compost producer/supplier.
- A compost blanket applied by hand is more time intensive and potentially costly. Using a pneumatic blower truck is the recommended cost effective method of application.
- When blowers are used, the treatment areas should be within 300 ft of a road or surface capable of supporting trucks.
- Wind may limit application of compost and result in application to undesired locations.
- Compost blankets should not be applied in areas of concentrated flows.
- Steeper slopes may require additional blanket thickness and other stability measures such as using tackifiers or slope interruption devices (compost socks and berms, or fiber rolls). The same applies for sites with high precipitation totals or during the rainy season.

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Implementation

- Additional guidance on the comparison and selection of temporary slope stabilization methods is provided in Appendix F of the Handbook.

Compost Materials

- California Compost Regulations (Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3) define and require a quality of compost for application. Compost should comply with all physical and chemical requirements. Specific requirements are provided in Table 1 below, taken from Caltrans Standard Special Provision 10-1 (SSP 10-1), Erosion Control (Compost Blanket).
- The compost producer should be fully permitted as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility should certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.
- The compost producer should be a participant in United States Composting Council's Seal of Testing Assurance program.
- Compost moisture should be considered for composition quality and application purposes. A range of 30-50% is typical. Compost that is too dry is hard to apply and compost that is too wet is more difficult (and more expensive) to transport. For arid or semi-arid areas, or for application during the dry season, use compost with greater moisture content than areas with wetter climates. For wetter or more humid climates or for application during the wet season, drier composts can be used as the compost will absorb moisture from the ambient air.
- Organic content of the compost is also important and should range from 30 to 65% depending on site conditions.
- Compost should be high-quality mature compost. Immature compost can potentially leach nutrients.
- Compost should not be derived from mixed municipal solid waste and should be free of visible contaminants.
- Compost should not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Metal concentrations in compost should not exceed the maximum metal concentrations listed under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.
- Compost should not possess objectionable odors.
- Compost should be weed free.

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Table 1. Physical/Chemical Requirements of Compost
Reference - Caltrans SSP-10 Erosion Control Blanket (Compost)

Property	Test Method	Requirement
pH	TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units	6.0-8.0
Soluble Salts	TMECC 04.10-A Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	0-10.0
Moisture Content	TMECC 03.09-A Total Solids & Moisture at 70 +/- 5 deg C % Wet Weight Basis	30-60
Organic Matter Content	TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis	30-65
Maturity	TMECC 05.05-A Germination and Vigor Seed Emergence Seedling Vigor % Relative to Positive Control	80 or Above 80 or Above
Stability	TMECC 05.08-B Carbon Dioxide Evolution Rate mg CO ₂ -C/g OM per day	8 or below
Particle Size	TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	100% Passing, 3 inch 90-100% Passing, 1 inch 65-100% Passing, 3/4 inch 0 - 75% Passing, 1/4 inch Maximum length 6 inches
Pathogen	TMECC 07.01-B Fecal Coliform Bacteria < 1000 MPN/gram dry wt.	Pass
Pathogen	TMECC 07.01-B Salmonella < 3 MPN/4 grams dry wt.	Pass
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal % > 4mm fraction	Combined Total: < 1.0
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Sharps (Sewing needles, straight pins and hypodermic needles) % > 4mm fraction	None Detected

*TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Installation

- Prior to compost application, prepare the slope by removing loose rocks, roots, stumps, and other debris greater than 2" in diameter. Prepare the slope area surface by scarifying or track walking/roughening if necessary.
- Select method to apply the compost blanket. A pneumatic blower is most cost effective and most adaptive in applying compost to steep, rough terrain, and hard to reach locations.
- A compost blanket thickness of 1" to 4" should be applied to slopes of 2:1 (H:V) or gentler, based on site-specific conditions. Increase blanket thickness with increased slope steepness and/or during installation during the rainy season (for example, 2" to 3" should be used for a

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3:1 slope, while 1" to 2" can be used for a 4:1 slope). Erosion control using a compost blanket is not recommended for slopes greater than 1:1 (H:V).

- For steeper slopes, tackifiers should be utilized and/or other stabilization techniques employed. For example, compost socks or berms can be installed at intervals over the compost blanket (in a similar manner as Fiber Rolls, SE-5).
- Compost socks or berms (or equivalent linear sediment control BMP) should be placed at the top and/or bottom of the slope for additional erosion control performance.
- For optimum vegetation establishment, a blanket thickness of 1" to 2" is recommended. If vegetation establishment is not the primary function of the compost blanket, a thicker blanket may be recommended based on slope or rainfall conditions.
- Evenly distribute compost on the soil surface to the desired blanket thickness (1/2" to 4" as calculated prior based on site conditions and objectives). Even distribution is an important factor in preventing future rill and gully erosion.
- The compost blanket should extend 3 to 6 feet over the top of the shoulder of the slope. A compost sock or compost berm can be used at the top of the slope as an auxiliary technique to prevent runoff from flowing underneath the compost blanket.
- Use additional anchoring and erosion control BMPs in conjunction of the compost blanket as needed.

Costs

The cost associated with a compost blanket is similar to that of a straw mat and generally less expensive than a geotextile blanket (USEPA, 2009). Caltrans has provided a recent estimate for \$5,000 to \$8,000 per acre for application of an unseeded 1 inch compost blanket (Caltrans Compost Specifications, 2009). Recently obtained vendor costs indicate that proprietary blends of compost that are seeded and contain a nutrient rich "tackifier" can cost approximately \$0.35 per square foot, or approximately \$15,000 per acre for a 2 inch blanket. Application by hand is more time intensive and likely more costly.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Areas where erosion is evident, another layer of compost should be reapplied as soon as possible. It may be necessary to install an additional type of stormwater BMP at the top of slope or as a slope interrupter to control flow, such as a fiber roll (SE-5) or compost sock (SE-11).
- Care should be exercised to minimize the damage to protected areas while making repairs, as any area damaged will require reapplication of BMPs.
- Limit or prohibit foot traffic to minimize damage to BMP or impede vegetation establishment.

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References

An Analysis of Composting as an Environmental Remediation Technology, U.S. Environmental Protection Agency (USEPA), Solid Waste and Emergency Response (5305W), EPA530-R-8-008, 1998.

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Stormwater Best Management Practices (BMPs) Field Trials of Erosion Control Compost in Reclamation of Rock Quarry Operations, Nonpoint Source Protection Program CWA §319(h), Texas Commission on Environmental Quality, Adams, T., McFarland, A., Hauck, L., Barrett, M., and Eck, B., 2008.

Soil Preparation/Roughening

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Description and Purpose

Soil Preparation/Roughening involves assessment and preparation of surface soils for BMP installation. This can include soil testing (for seed base, soil characteristics, or nutrients), as well as roughening surface soils by mechanical methods (including sheepfoot rolling, track walking, scarifying, stair stepping, and imprinting) to prepare soil for additional BMPs, or to break up sheet flow. Soil Preparation can also involve tilling topsoil to prepare a seed bed and/or incorporation of soil amendments, to enhance vegetative establishment.

Suitable Applications

Soil preparation: Soil preparation is essential to proper vegetative establishment. In particular, soil preparation (i.e. tilling, raking, and amendment) is suitable for use in combination with any soil stabilization method, including RECPs or sod. Soil preparation should not be confused with roughening.

Roughening: Soil roughening is generally referred to as track walking (sometimes called imprinting) a slope, where treads from heavy equipment run parallel to the contours of the slope and act as mini terraces. Soil preparation is most effective when used in combination with erosion controls. Soil Roughening is suitable for use as a complementary process for controlling erosion on a site. Roughening is not intended to be used as a stand-alone BMP, and should be used with perimeter controls, additional erosion control measures, grade breaks, and vegetative establishment for maximum effectiveness. Roughening is intended to only affect surface soils and should not compromise slope stability or overall compaction. Suitable applications for soil roughening include:

Categories

EC	Erosion Control	☒
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

EC-3 Hydraulic Mulch

EC-5 Soil Binders

EC-7 Geotextiles and Mats

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Soil Preparation/Roughening

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- Along any disturbed slopes, including temporary stockpiles, sediment basins, or compacted soil diversion berms and swales.
- Roughening should be used in combination with hydraulically applied stabilization methods, compost blanket, or straw mulch; but should not be used in combination with RECPs or sod because roughening is intended to leave terraces on the slope.

Limitations

- Preparation and roughening must take place prior to installing other erosion controls (such as hydraulically applied stabilizers) or sediment controls (such as fiber rolls) on the faces of slopes.
- In such cases where slope preparation is minimal, erosion control/revegetation BMPs that do not require extensive soil preparation - such as hydraulic mulching and seeding applications - should be employed.
- Consideration should be given to the type of erosion control BMP that follows surface preparation, as some BMPs are not designed to be installed over various types of tillage/roughening, i.e., RECPs (erosion control blankets) should not be used with soil roughening due to a "bridging" effect, which suspends the blanket above the seed bed.
- Surface roughness has an effect on the amount of mulch material that needs to be applied, which shows up as a general increase in mulch material due to an increase in surface area (Topographic Index -see EC-3 Hydraulic Mulching).

Implementation

- Additional guidance on the comparison and selection of temporary slope stabilization methods is provided in Appendix F of the Handbook.

General

A roughened surface can significantly reduce erosion. Based on tests done at the San Diego State Erosion Research Laboratory, various roughening techniques on slopes can result in a 12 - 76% reduction in the erosion rate versus smooth slopes.

Materials

Minimal materials are required unless amendments and/or seed are added to the soil. The majority of soil roughening/preparation can be done with equipment that is on hand at a normal construction site, such as bull dozers and compaction equipment.

Installation Guidelines

Soil Preparation

- Where appropriate or feasible, soil should be prepared to receive the seed by disking or otherwise scarifying the surface to eliminate crust, improve air and water infiltration and create a more favorable environment for germination and growth.
- Based upon soil testing conducted, apply additional soil amendments (e.g. fertilizers, additional seed) to the soil to help with germination. Follow EC-4, Hydroseeding, when selecting and applying seed and fertilizers.

Soil Preparation/Roughening

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Cut Slope Roughening:

- Stair-step grade or groove the cut slopes that are steeper than 3:1.
- Use stair-step grading on any erodible material soft enough to be ripped with a bulldozer. Slopes consisting of soft rock with some subsoil are particularly suited to stair-step grading.
- Make the vertical cut distance less than the horizontal distance, and slightly slope the horizontal position of the "step" in toward the vertical wall.
- Do not make individual vertical cuts more than 2 feet (0.6 m) high in soft materials or more than 3 feet (0.9 m) high in rocky materials.
- Groove the slope using machinery to create a series of ridges and depressions that run across the slope, on the contour.

Fill Slope Roughening:

- Place on fill slopes with a gradient steeper than 3:1 in lifts not to exceed 8 inches (0.2 m), and make sure each lift is properly compacted.
- Ensure that the face of the slope consists of loose, uncompacted fill 4-6 inches (0.1-0.2 m) deep.
- Use grooving or tracking to roughen the face of the slopes, if necessary.
- Do not blade or scrape the final slope face.

Roughening for Slopes to be Mowed:

- Slopes which require mowing activities should not be steeper than 3:1.
- Roughen these areas to shallow grooves by track walking, scarifying, sheepsfoot rolling, or imprinting.
- Make grooves close together (less than 10 inches), and not less than 1 inch deep, and perpendicular to the direction of runoff (i.e., parallel to the slope contours).
- Excessive roughness is undesirable where mowing is planned.

Roughening With Tracked Machinery:

- Limit roughening with tracked machinery to soils with a sandy textural component to avoid undue compaction of the soil surface.
- Operate tracked machinery up and down the slope to leave horizontal depressions in the soil. Do not back-blade during the final grading operation.
- Seed and mulch roughened areas as soon as possible to obtain optimum seed germination and growth.

Soil Preparation/Roughening

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Costs

Costs are based on the additional labor of tracking or preparation of the slope plus the cost of any required soil amendment materials.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Check the seeded slopes for signs of erosion such as rills and gullies. Fill these areas slightly above the original grade, then reseed and mulch as soon as possible.
- Inspect BMPs weekly during normal operations, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.

References

Soil Stabilization BMP Research for Erosion and Sediment Controls: Cost Survey Technical Memorandum, State of California Department of Transportation (Caltrans), July 2007.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.



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LANDSCAPE MAINTENANCE

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:

1. Mowing, Trimming/Weeding, and Planting
2. Irrigation
3. Fertilizer and Pesticide Management
4. Managing Landscape Waste
5. Erosion Control

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:

- Implement an Integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Appendix D, Fertilizer and Pesticide Management Guidance for further details.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) will preserve the landscapes water efficiency.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Mowing, Trimming/Weeding, and Planting

Mowing, Trimming/Weeding

- ✓ Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.

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- ✓ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into streams or storm drains.
- ✓ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- ✓ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.

OPTIONAL:

- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

2. Irrigation

- ✓ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
- ✓ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
- ✓ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
- ✓ Where practical, use automatic timers to minimize runoff.
- ✓ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- ✓ If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- ✓ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

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3. Fertilizer and Pesticide Management

Usage

- ✓ Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ✓ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides or fertilizers for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles daily.
- ✓ Refer to Appendix D for further guidance on Fertilizer and Pesticide management

OPTIONAL:

- Work fertilizers into the soil rather than dumping or broadcasting them onto the surface.
- Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

- ✓ Do not use pesticides if rain is expected within 24 hours.
- ✓ Apply pesticides only when wind speeds are low (less than 5 mph).

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Disposal

- ✓ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- ✓ Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- ✓ Dispose of empty pesticide containers according to the instructions on the container label.

4. Managing Landscape Waste

Also see Waste Handling and Disposal procedure sheet

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
- ✓ Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.
- ✓ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or by manually picking up the material.

5. Erosion Control

Also see Waste Handling and Disposal procedure sheet

- ✓ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- ✓ Minimize the use of disking as a means of vegetation management because the practice may result in erodible barren soil.
- ✓ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case.

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FP-4

SIDEWALK, PLAZA, AND FOUNTAIN MAINTENANCE AND CLEANING

Pollutants on sidewalks and other pedestrian traffic areas and plazas are typically due to littering and vehicle use. Fountain water containing chlorine and copper-based algaecides is toxic to aquatic life. Proper inspection, cleaning, and repair of pedestrian areas and city surfaces and structures can reduce pollutant runoff from these areas. Maintaining these areas may involve one or more of the following activities:

1. Surface Cleaning
2. Graffiti Cleaning
3. Sidewalk Repair
4. Controlling Litter
5. Fountain Maintenance

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for sidewalk, plaza, and fountain maintenance and cleaning include:

- Use dry cleaning methods whenever practical for surface cleaning activities.
- Use the least toxic materials available (e.g. water based paints, gels or sprays for graffiti removal).
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Surface Cleaning

Discharges of wash water to the storm water drainage system from cleaning or hosing of impervious surfaces is prohibited.

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Sidewalks, Plazas

- ✓ Use dry methods (e.g. sweeping, backpack blowers, vacuuming) whenever practical to clean sidewalks and plazas rather than hosing, pressure washing, or steam cleaning. DO NOT sweep or blow material into curb; use devices that contain the materials.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.

Parking Areas, Driveways, Drive-thru

- ✓ Parking facilities should be swept/vacuumed on a regular basis. Establish frequency of public parking lot sweeping based on usage and field observations of waste accumulation.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.
- ✓ Sweep all parking lots at least once before the onset of the wet season.
- ✓ Use absorbents to pick up oil; then dry sweep.
- ✓ Appropriately dispose of spilled materials and absorbents.

OPTIONAL:

- Consider increasing sweeping frequency based on factors such as traffic volume, land use, field observations of sediment and trash accumulation, proximity to water courses, etc.

Building Surfaces, Decks, etc., without loose paint

- ✓ Use high-pressure water, no soap.
- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.

Unpainted Building Surfaces, Wood Decks, etc.

- ✓ If water must be used, block storm drain inlets and contain runoff. Discharge wash water to landscaping or contain and dispose of properly.
- ✓ Use a biodegradable cleaning agent or acid wash to remove deposits, wood restorer, or other chemicals. Screen wash water using an appropriate filtering device (e.g. filter fabric), if needed, to catch debris.
- ✓ Make sure pH is between 6.5 and 8.5 THEN discharge to landscaping (if cold water without a cleaning agent) otherwise dispose of properly.

2. Graffiti Cleaning

Graffiti Removal

See Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Avoid graffiti abatement activities during rain events.
- ✓ When graffiti is removed by painting over, implement the procedures under Painting and Paint Removal in the *Roads, Streets, and Highway Operation and Maintenance* procedure sheet.

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- ✓ Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and/or by using absorbent and properly disposing of the absorbent.
- ✓ Note that care should be taken when disposing of waste since it may need to be disposed of as hazardous waste.

OPTIONAL:

- Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).

3. Sidewalk Repair

Surface Removal and Repair

Also see the street sweeping section of the Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Schedule surface removal activities for dry weather if possible.
- ✓ Avoid creating excess dust when breaking asphalt or concrete.
- ✓ Take measures to protect nearby storm drain inlets prior to breaking up asphalt or concrete (e.g. place hay bales or sand bags around inlets). Clean afterwards by sweeping up material.
- ✓ Designate an area for clean up and proper disposal of excess materials.
- ✓ Remove and recycle as much of the broken pavement as possible.
- ✓ When making saw cuts in pavement, use as little water as possible. Cover each storm drain inlet with filter fabric during the sawing operation and contain the slurry by placing straw bales, sandbags, or gravel dams around the inlets. After the liquid drains shovel or vacuum the slurry, remove from site and dispose of properly.
- ✓ Always dry sweep first to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquid in storm drains. Once dry sweeping is complete, the area may be hosed down if needed. Discharge wash water to landscaping, pump to the sanitary sewer if permitted to do so or contain and dispose of properly.

Concrete Installation and Repair

See Roads, Streets, and Highways Operation and Maintenance procedure sheet.

- ✓ Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Only mix what is needed for the job.
- ✓ Wash concrete trucks off-site or in designated areas on-site, such that there is no discharge of concrete wash water into storm drain inlets, open ditches, streets, or other storm water conveyance structures.
- ✓ Store dry and wet concrete materials under cover, protected from rainfall and runoff and away from drainage areas. After job is complete remove temporary stockpiles (asphalt materials, sand, etc.) and other materials as soon as possible.
- ✓ Return leftover materials to the transit mixer. Dispose of small amounts of

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excess concrete, grout, and mortar in the trash.

- ✓ When washing concrete to remove fine particles and expose the aggregate, contain the wash water for proper disposal.
- ✓ Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stock pile, or dispose in the trash.
- ✓ Protect applications of fresh concrete from rainfall and runoff until the material has hardened.

4. Litter Control

- ✓ Enforce anti-litter laws.
- ✓ Provide litter receptacles in busy, high pedestrian traffic areas of the community, at recreational facilities, and at community events.
- ✓ Cover litter receptacles and clean out frequently to prevent leaking/spillage or overflow.

OPTIONAL:

- Post "No Littering" signs.

5. Fountain Maintenance

- ✓ Do not use copper-based algaecides. Control algae with chlorine or other alternatives, such as sodium bromide.
- ✓ When draining fountains, never discharge water to a street or storm drain; discharge to the sanitary sewer.
- ✓ Allow chlorine to dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. Water must be tested prior to discharge to ensure that chlorine is not present (concentration must be less than 0.1 ppm).

LIMITATIONS:

Surface cleaning activities that require discharges to the local sanitation agency will require coordination with the agency.

REFERENCES:

Bay Area Stormwater Management Agencies Association. 1996. Pollution From Surface Cleaning.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality

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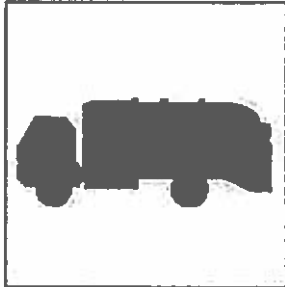
Control Board. July. 1998.

Oregon Association of Clean Water Agencies. Oregon Municipal Stormwater Toolbox for Maintenance Practices. June 1998.

San Diego Stormwater Co-permittees Jurisdictional Urban Runoff Management Plan. 2001. Municipal Activities Model Program Guidance. November.

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.

Santa Clara Valley Urban Runoff Pollution Prevention Program. Maintenance Best Management Practices for the Construction Industry. Brochures: Landscaping, Gardening, and Pool; Roadwork and Paving; and Fresh Concrete and Mortar Application. June 2001.

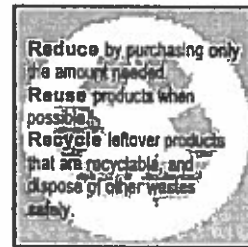


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SOLID WASTE HANDLING

It is important to control litter to eliminate trash and other materials in storm water runoff. Waste reduction is a major component of waste management and should be encouraged through training and public outreach. Management of waste once it is collected may involve reuse, recycling, or proper disposal. Specific solid waste handling activities may include one or more of the following:

1. Solid Waste Collection
2. Waste Reduction and Recycling
3. Hazardous Waste Collection
4. Litter Control



POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for solid waste handling include:

- Reuse products when possible.
- Recycle leftover products that are recyclable.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Solid Waste Collection

- ✓ Implement procedures, where applicable, to collect, transport, and dispose of solid waste at appropriate disposal facilities in accordance with applicable federal, state, and local laws and regulations. Optional disposal options include the reuse and recycling of appropriate materials (see following sections).

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Also see Emergency Spill Response procedure sheet.

- ✓ Include properly designed trash storage areas.
- ✓ Regularly inspect solid waste containers for structural damage. Repair or replace damaged containers as necessary.
- ✓ Secure solid waste containers; containers must be closed tightly when not in use.
- ✓ Do not fill waste containers with washout water or any other liquid.
- ✓ Remove all debris from containers prior to cleaning with water. Only clean out containers in a designated area that drains to a landscaped area or a washrack that is connected to a sanitary sewer.
- ✓ Minimize spillage/leaking from solid waste containers. For larger solid waste containers (especially compactors) that utilize a hydraulic fluid pump system, regularly inspect and replace faulty pumps or hoses to minimize the potential of releases and spills.
- ✓ Ensure that only appropriate solid wastes are disposed of. Certain wastes such as hazardous wastes, appliances, fluorescent bulbs, pesticides, etc. may not be disposed of in solid waste containers.

2. Waste Reduction and Recycling

Although many types of waste can be recycled, recycling options for each waste type may be limited. All gasoline, antifreeze, waste oil, and lead-acid batteries can be recycled. Latex and oil-based paint can be reused, as well as recycled. Materials that cannot be reused or recycled should be disposed of properly.

- ✓ Provide containers for the collection and storage of recyclable materials.
- ✓ Do not mix liquid wastes, this can cause chemical reactions or make recycling impossible and complicate disposal.
- ✓ Recycle used motor oil. Municipalities are required to have a used oil recycling element within their integrated waste management plan.

→ The California Integrated Waste Management Board has a Recycling Hotline, (800) 553-2962, that provides information and recycling locations for used oil.

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3. Hazardous Waste Collection

Household hazardous wastes (HHW) are defined as waste materials which are typically found in homes or similar sources, which exhibit characteristics such as: corrosivity, ignitability, reactivity, and/or toxicity, or are listed as hazardous materials by EPA.

List of most common HHW products:
 Drain opener
 Oven cleaners
 Wood and metal cleaners and polishes
 Paint Thinners
 Automotive oil and fuel additives
 Adhesives
 Grease and rust solvents
 Batteries
 Herbicides
 Paint strippers and removers
 Pesticides
 Fungicides/wood preservatives
 Starter fluids
 Carburetor and fuel injection cleaners

- ✓ Follow proper storage and disposal measures for hazardous waste materials as identified on packaging or Material Safety Data Sheets.
- ✓ Emergencies related to hazardous waste should be reported to 911

OPTIONAL:

- Identify and promote use of non-hazardous alternatives.
- Promote household hazardous waste (HHW) reuse and recycling.

4. Litter Control

- ✓ Enforce anti-litter laws.
- ✓ Provide litter receptacles in busy, high pedestrian traffic areas of the community, at recreational facilities, and at community events.
- ✓ Clean out and cover litter receptacles frequently to prevent overflow.
- ✓ Increase litter control for events generating substantial quantities of litter.

OPTIONAL:

- Post "No Littering" signs
- Place trash receptacles at transit stops and maintain as necessary.
- Participate in and/or organize additional clean up programs (e.g. "Coastal Clean Up Day", "Pride Days", "Volunteer Connection Days").

LIMITATIONS:

Requires continuous public education.

REFERENCES:

Bay Area Stormwater Management Agencies Association. 1996. Pollution From Surface Cleaning.

California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning

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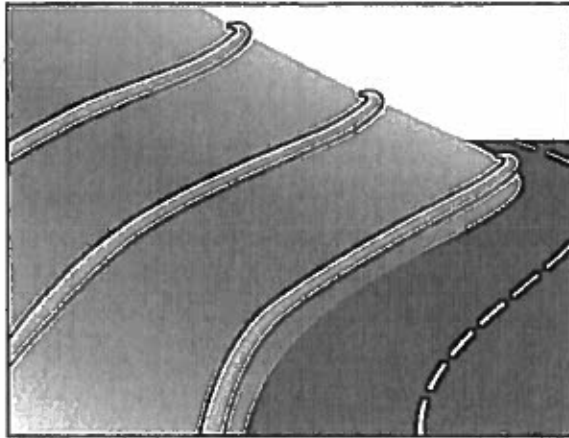
Associates for Stormwater Quality Task Force. March 1993.

Environmental Protection Agency (EPA). Pollution Prevention and Good Housekeeping for Municipal Operations Storm Water. Pet Waste Collection. Office of Wastewater Management. Online;
http://www.epa.gov/npdas/menuofbmps/poll_3.htm

Harvard University. 2002. Solid Waste Container Best Management Practices – Fact Sheet On-Line Resources – Environmental Health and Safety.

Fiber Rolls

SE-5



Description and Purpose

A fiber roll consists of straw, coir, or other biodegradable materials bound into a tight tubular roll wrapped by netting, which can be photodegradable or natural. Additionally, gravel core fiber rolls are available, which contain an imbedded ballast material such as gravel or sand for additional weight when staking the rolls are not feasible (such as use as inlet protection). When fiber rolls are placed at the toe and on the face of slopes along the contours, they intercept runoff, reduce its flow velocity, release the runoff as sheet flow, and provide removal of sediment from the runoff (through sedimentation). By interrupting the length of a slope, fiber rolls can also reduce sheet and rill erosion until vegetation is established.

Suitable Applications

Fiber rolls may be suitable:

- Along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.
- At the end of a downward slope where it transitions to a steeper slope.
- Along the perimeter of a project.
- As check dams in unlined ditches with minimal grade.
- Down-slope of exposed soil areas.
- At operational storm drains as a form of inlet protection.

Categories

EC	Erosion Control	☒
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
- ☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- SE-1 Silt Fence
- SE-6 Gravel Bag Berm
- SE-8 Sandbag Barrier
- SE-12 Manufactured Linear Sediment Controls
- SE-14 Biofilter Bags

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Fiber Rolls

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- Around temporary stockpiles.

Limitations

- Fiber rolls are not effective unless trenched in and staked.
- Not intended for use in high flow situations.
- Difficult to move once saturated.
- If not properly staked and trenched in, fiber rolls could be transported by high flows.
- Fiber rolls have a very limited sediment capture zone.
- Fiber rolls should not be used on slopes subject to creep, slumping, or landslide.
- Rolls typically function for 12-24 months depending upon local conditions.

Implementation

Fiber Roll Materials

- Fiber rolls should be prefabricated.
- Fiber rolls may come manufactured containing polyacrylamide (PAM), a flocculating agent within the roll. Fiber rolls impregnated with PAM provide additional sediment removal capabilities and should be used in areas with fine, clayey or silty soils to provide additional sediment removal capabilities. Monitoring may be required for these installations.
- Fiber rolls are made from weed free rice straw, flax, or a similar agricultural material bound into a tight tubular roll by netting.
- Typical fiber rolls vary in diameter from 9 in. to 20 in. Larger diameter rolls are available as well.

Installation

- Locate fiber rolls on level contours spaced as follows:
 - Slope inclination of 4:1 (H:V) or flatter: Fiber rolls should be placed at a maximum interval of 20 ft.
 - Slope inclination between 4:1 and 2:1 (H:V): Fiber Rolls should be placed at a maximum interval of 15 ft. (a closer spacing is more effective).
 - Slope inclination 2:1 (H:V) or greater: Fiber Rolls should be placed at a maximum interval of 10 ft. (a closer spacing is more effective).
- Prepare the slope before beginning installation.
- Dig small trenches across the slope on the contour. The trench depth should be $\frac{1}{4}$ to $\frac{1}{3}$ of the thickness of the roll, and the width should equal the roll diameter, in order to provide area to backfill the trench.

Fiber Rolls

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- It is critical that rolls are installed perpendicular to water movement, and parallel to the slope contour.
- Start building trenches and installing rolls from the bottom of the slope and work up.
- It is recommended that pilot holes be driven through the fiber roll. Use a straight bar to drive holes through the roll and into the soil for the wooden stakes.
- Turn the ends of the fiber roll up slope to prevent runoff from going around the roll.
- Stake fiber rolls into the trench.
 - Drive stakes at the end of each fiber roll and spaced 4 ft maximum on center.
 - Use wood stakes with a nominal classification of 0.75 by 0.75 in. and minimum length of 24 in.
- If more than one fiber roll is placed in a row, the rolls should be overlapped, not abutted.
- See typical fiber roll installation details at the end of this fact sheet.

Removal

- Fiber rolls can be left in place or removed depending on the type of fiber roll and application (temporary vs. permanent installation). Typically, fiber rolls encased with plastic netting are used for a temporary application because the netting does not biodegrade. Fiber rolls used in a permanent application are typically encased with a biodegradable material and are left in place. Removal of a fiber roll used in a permanent application can result in greater disturbance.
- Temporary installations should only be removed when up gradient areas are stabilized per General Permit requirements, and/or pollutant sources no longer present a hazard. But, they should also be removed before vegetation becomes too mature so that the removal process does not disturb more soil and vegetation than is necessary.

Costs

Material costs for regular fiber rolls range from \$20 - \$30 per 25 ft roll.

Material costs for PAM impregnated fiber rolls range between 7.00-\$9.00 per linear foot, based upon vendor research.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Repair or replace split, torn, unraveling, or slumping fiber rolls.
- If the fiber roll is used as a sediment capture device, or as an erosion control device to maintain sheet flows, sediment that accumulates in the BMP should be periodically removed

Fiber Rolls

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in order to maintain BMP effectiveness. Sediment should be removed when sediment accumulation reaches one-third the designated sediment storage depth.

- If fiber rolls are used for erosion control, such as in a check dam, sediment removal should not be required as long as the system continues to control the grade. Sediment control BMPs will likely be required in conjunction with this type of application.
- Repair any rills or gullies promptly.

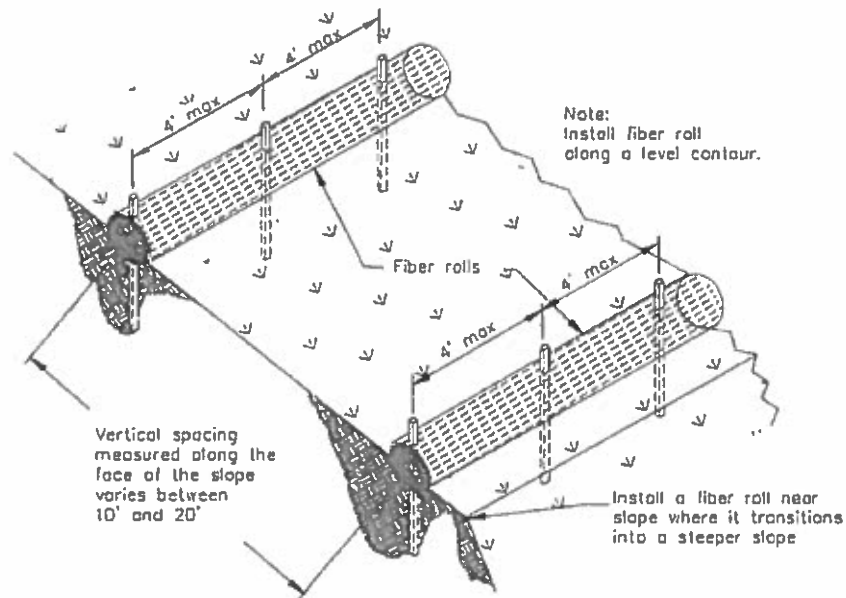
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Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

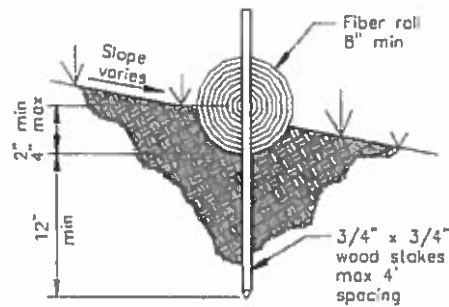
Fiber Rolls

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TYPICAL FIBER ROLL INSTALLATION

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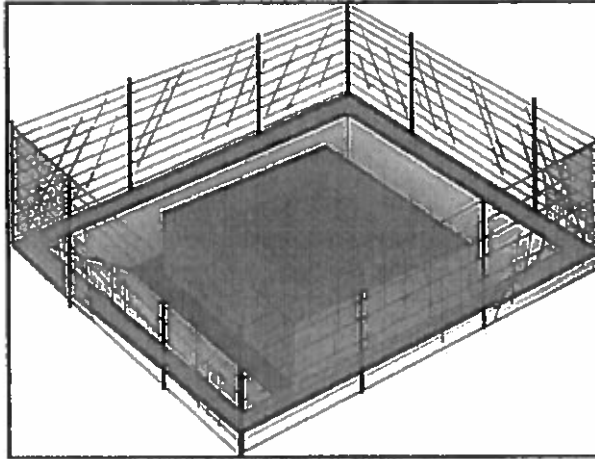


ENTRENCHMENT DETAIL

N.T.S.

Storm Drain Inlet Protection

SE-10



Description and Purpose

Storm drain inlet protection consists of a sediment filter or an impounding area in, around or upstream of a storm drain, drop inlet, or curb inlet. Storm drain inlet protection measures temporarily pond runoff before it enters the storm drain, allowing sediment to settle. Some filter configurations also remove sediment by filtering, but usually the ponding action results in the greatest sediment reduction. Temporary geotextile storm drain inserts attach underneath storm drain grates to capture and filter storm water.

Suitable Applications

- Every storm drain inlet receiving runoff from unstabilized or otherwise active work areas should be protected. Inlet protection should be used in conjunction with other erosion and sediment controls to prevent sediment-laden stormwater and non-stormwater discharges from entering the storm drain system.

Limitations

- Drainage area should not exceed 1 acre.
- In general straw bales should not be used as inlet protection.
- Requires an adequate area for water to pond without encroaching into portions of the roadway subject to traffic.
- Sediment removal may be inadequate to prevent sediment discharges in high flow conditions or if runoff is heavily sediment laden. If high flow conditions are expected, use

Categories

EC	Erosion Control	
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

- ☒ Primary Category
- ☒ Secondary Category

Targeted Constituents

Sediment	☒
Nutrients	
Trash	☒
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

- SE-1 Silt Fence
- SE-5 Fiber Rolls
- SE-6 Gravel Bag Berm
- SE-8 Sandbag Barrier
- SE-14 Biofilter Bags
- SE-13 Compost Socks and Berms

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Storm Drain Inlet Protection SE-10

other onsite sediment trapping techniques in conjunction with inlet protection.

- Frequent maintenance is required.
- Limit drainage area to 1 acre maximum. For drainage areas larger than 1 acre, runoff should be routed to a sediment-trapping device designed for larger flows. See BMPs SE-2, Sediment Basin, and SE-3, Sediment Traps.
- Excavated drop inlet sediment traps are appropriate where relatively heavy flows are expected, and overflow capability is needed.

Implementation

General

Inlet control measures presented in this handbook should not be used for inlets draining more than one acre. Runoff from larger disturbed areas should be first routed through SE-2, Sediment Basin or SE-3, Sediment Trap and/or used in conjunction with other drainage control, erosion control, and sediment control BMPs to protect the site. Different types of inlet protection are appropriate for different applications depending on site conditions and the type of inlet. Alternative methods are available in addition to the methods described/shown herein such as prefabricated inlet insert devices, or gutter protection devices.

Design and Layout

Identify existing and planned storm drain inlets that have the potential to receive sediment-laden surface runoff. Determine if storm drain inlet protection is needed and which method to use.

- The key to successful and safe use of storm drain inlet protection devices is to know where runoff that is directed toward the inlet to be protected will pond or be diverted as a result of installing the protection device.
 - Determine the acceptable location and extent of ponding in the vicinity of the drain inlet. The acceptable location and extent of ponding will influence the type and design of the storm drain inlet protection device.
 - Determine the extent of potential runoff diversion caused by the storm drain inlet protection device. Runoff ponded by inlet protection devices may flow around the device and towards the next downstream inlet. In some cases, this is acceptable; in other cases, serious erosion or downstream property damage can be caused by these diversions. The possibility of runoff diversions will influence whether or not storm drain inlet protection is suitable; and, if suitable, the type and design of the device.
- The location and extent of ponding, and the extent of diversion, can usually be controlled through appropriate placement of the inlet protection device. In some cases, moving the inlet protection device a short distance upstream of the actual inlet can provide more efficient sediment control, limit ponding to desired areas, and prevent or control diversions.
- Seven types of inlet protection are presented below. However, it is recognized that other effective methods and proprietary devices exist and may be selected.

Storm Drain Inlet Protection

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- **Silt Fence:** Appropriate for drainage basins with less than a 5% slope, sheet flows, and flows under 0.5 cfs.
- **Excavated Drop Inlet Sediment Trap:** An excavated area around the inlet to trap sediment (SE-3).
- **Gravel bag barrier:** Used to create a small sediment trap upstream of inlets on sloped, paved streets. Appropriate for sheet flow or when concentrated flow may exceed 0.5 cfs, and where overtopping is required to prevent flooding.
- **Block and Gravel Filter:** Appropriate for flows greater than 0.5 cfs.
- **Temporary Geotextile Storm drain Inserts:** Different products provide different features. Refer to manufacturer details for targeted pollutants and additional features.
- **Biofilter Bag Barrier:** Used to create a small retention area upstream of inlets and can be located on pavement or soil. Biofilter bags slowly filter runoff allowing sediment to settle out. Appropriate for flows under 0.5 cfs.
- **Compost Socks:** Allow filtered run-off to pass through the compost while retaining sediment and potentially other pollutants (SE-13). Appropriate for flows under 1.0 cfs.
- Select the appropriate type of inlet protection and design as referred to or as described in this fact sheet.
- Provide area around the inlet for water to pond without flooding structures and property.
- Grates and spaces around all inlets should be sealed to prevent seepage of sediment-laden water.
- Excavate sediment sumps (where needed) 1 to 2 ft with 2:1 side slopes around the inlet.

Installation

- **DI Protection Type 1 - Silt Fence** - Similar to constructing a silt fence; see BMP SE-1, Silt Fence. Do not place fabric underneath the inlet grate since the collected sediment may fall into the drain inlet when the fabric is removed or replaced and water flow through the grate will be blocked resulting in flooding. See typical Type 1 installation details at the end of this fact sheet.
 1. Excavate a trench approximately 6 in. wide and 6 in. deep along the line of the silt fence inlet protection device.
 2. Place 2 in. by 2 in. wooden stakes around the perimeter of the inlet a maximum of 3 ft apart and drive them at least 18 in. into the ground or 12 in. below the bottom of the trench. The stakes should be at least 48 in.
 3. Lay fabric along bottom of trench, up side of trench, and then up stakes. See SE-1, Silt Fence, for details. The maximum silt fence height around the inlet is 24 in.
 4. Staple the filter fabric (for materials and specifications, see SE-1, Silt Fence) to wooden stakes. Use heavy-duty wire staples at least 1 in. in length.

Storm Drain Inlet Protection SE-10

5. Backfill the trench with gravel or compacted earth all the way around.
- **DI Protection Type 2 - Excavated Drop Inlet Sediment Trap** - Install filter fabric fence in accordance with DI Protection Type 1. Size excavated trap to provide a minimum storage capacity calculated at the rate 67 yd³/acre of drainage area. See typical Type 2 installation details at the end of this fact sheet.
 - **DI Protection Type 3 - Gravel bag** - Flow from a severe storm should not overtop the curb. In areas of high clay and silts, use filter fabric and gravel as additional filter media. Construct gravel bags in accordance with SE-6, Gravel Bag Berm. Gravel bags should be used due to their high permeability. See typical Type 3 installation details at the end of this fact sheet.
 1. Construct on gently sloping street.
 2. Leave room upstream of barrier for water to pond and sediment to settle.
 3. Place several layers of gravel bags – overlapping the bags and packing them tightly together.
 4. Leave gap of one bag on the top row to serve as a spillway. Flow from a severe storm (e.g., 10 year storm) should not overtop the curb.
 - **DI Protection Type 4 – Block and Gravel Filter** - Block and gravel filters are suitable for curb inlets commonly used in residential, commercial, and industrial construction. See typical Type 4 installation details at the end of this fact sheet.
 1. Place hardware cloth or comparable wire mesh with 0.5 in. openings over the drop inlet so that the wire extends a minimum of 1 ft beyond each side of the inlet structure. If more than one strip is necessary, overlap the strips. Place woven geotextile over the wire mesh.
 2. Place concrete blocks lengthwise on their sides in a single row around the perimeter of the inlet, so that the open ends face outward, not upward. The ends of adjacent blocks should abut. The height of the barrier can be varied, depending on design needs, by stacking combinations of blocks that are 4 in., 8 in., and 12 in. wide. The row of blocks should be at least 12 in. but no greater than 24 in. high.
 3. Place wire mesh over the outside vertical face (open end) of the concrete blocks to prevent stone from being washed through the blocks. Use hardware cloth or comparable wire mesh with 0.5 in. opening.
 4. Pile washed stone against the wire mesh to the top of the blocks. Use 0.75 to 3 in.
 - **DI Protection Type 5 – Temporary Geotextile Insert (proprietary)** – Many types of temporary inserts are available. Most inserts fit underneath the grate of a drop inlet or inside of a curb inlet and are fastened to the outside of the grate or curb. These inserts are removable and many can be cleaned and reused. Installation of these inserts differs between manufacturers. Please refer to manufacturer instruction for installation of proprietary devices.

Storm Drain Inlet Protection SE-10

- **DI Protection Type 6 - Biofilter bags** – Biofilter bags may be used as a substitute for gravel bags in low-flow situations. Biofilter bags should conform to specifications detailed in SE-14, Biofilter bags.
 1. Construct in a gently sloping area.
 2. Biofilter bags should be placed around inlets to intercept runoff flows.
 3. All bag joints should overlap by 6 in.
 4. Leave room upstream for water to pond and for sediment to settle out.
 5. Stake bags to the ground as described in the following detail. Stakes may be omitted if bags are placed on a paved surface.
- **DI Protection Type 7 - Compost Socks** – A compost sock can be assembled on site by filling a mesh sock (e.g., with a pneumatic blower). Compost socks do not require special trenching compared to other sediment control methods (e.g., silt fence). Compost socks should conform to specification detailed in SE-13, Compost Socks and Berms.

Costs

- Average annual cost for installation and maintenance of DI Type 1-4 and 6 (one year useful life) is \$200 per inlet.
- Temporary geotextile inserts are proprietary and cost varies by region. These inserts can often be reused and may have greater than 1 year of use if maintained and kept undamaged. Average cost per insert ranges from \$50-75 plus installation, but costs can exceed \$100. This cost does not include maintenance.
- See SE-13 for Compost Sock cost information.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- **Silt Fences.** If the fabric becomes clogged, torn, or degrades, it should be replaced. Make sure the stakes are securely driven in the ground and are in good shape (i.e., not bent, cracked, or splintered, and are reasonably perpendicular to the ground). Replace damaged stakes. At a minimum, remove the sediment behind the fabric fence when accumulation reaches one-third the height of the fence or barrier height.
- **Gravel Filters.** If the gravel becomes clogged with sediment, it should be carefully removed from the inlet and either cleaned or replaced. Since cleaning gravel at a construction site may be difficult, consider using the sediment-laden stone as fill material and put fresh stone around the inlet. Inspect bags for holes, gashes, and snags, and replace bags as needed. Check gravel bags for proper arrangement and displacement.

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- Sediment that accumulates in the BMP should be periodically removed in order to maintain BMP effectiveness. Sediment should be removed when the sediment accumulation reaches one-third of the barrier height.
- Inspect and maintain temporary geotextile insert devices according to manufacturer's specifications.
- Remove storm drain inlet protection once the drainage area is stabilized.
 - Clean and regrade area around the inlet and clean the inside of the storm drain inlet, as it should be free of sediment and debris at the time of final inspection.

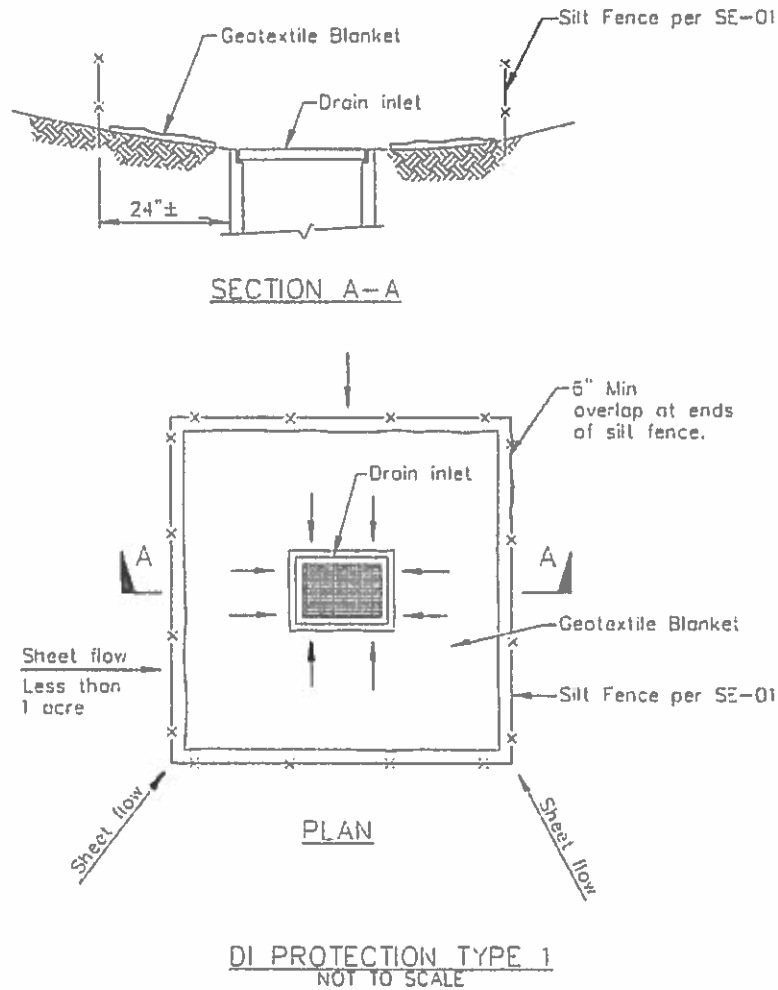
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Stormwater Management Manual for The Puget Sound Basin, Washington State Department of Ecology, Public Review Draft, 1991.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Storm Drain Inlet Protection **SE-10**

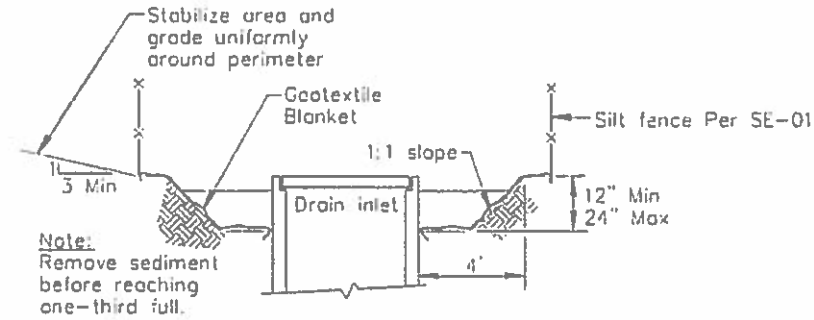


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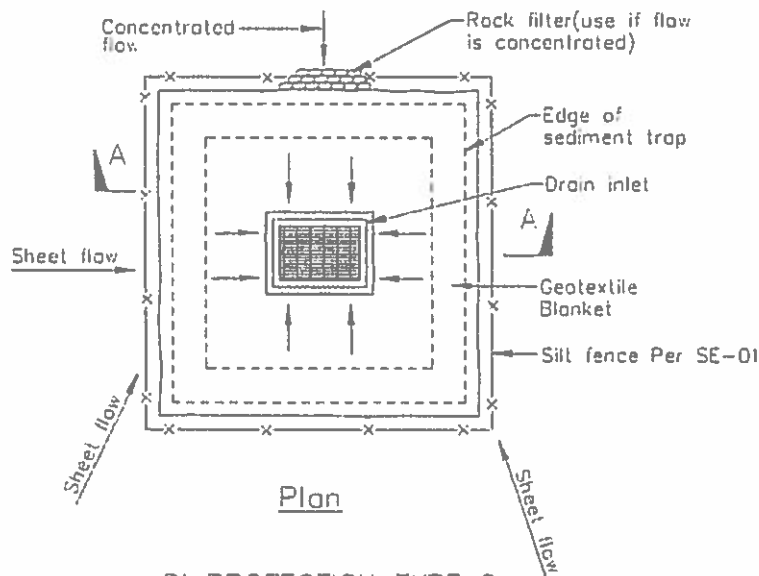
1. For use in areas where grading has been completed and final soil stabilization and seeding are pending.
2. Not applicable in paved areas.
3. Not applicable with concentrated flows.

Storm Drain Inlet Protection

SE-10



Section A-A



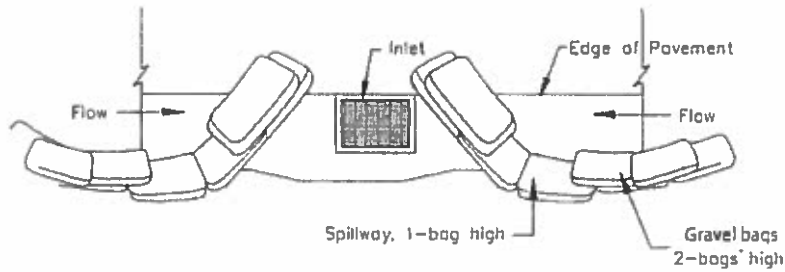
Plan

DI PROTECTION TYPE 2
NOT TO SCALE

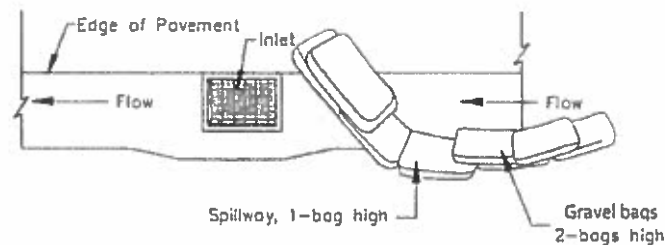
Notes

1. For use in cleared and grubbed and in graded areas.
2. Shape basin so that longest inflow area faces longest length of trap.
3. For concentrated flows, shape basin in 2:1 ratio with length oriented towards direction of flow.

Storm Drain Inlet Protection

SE-10


TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

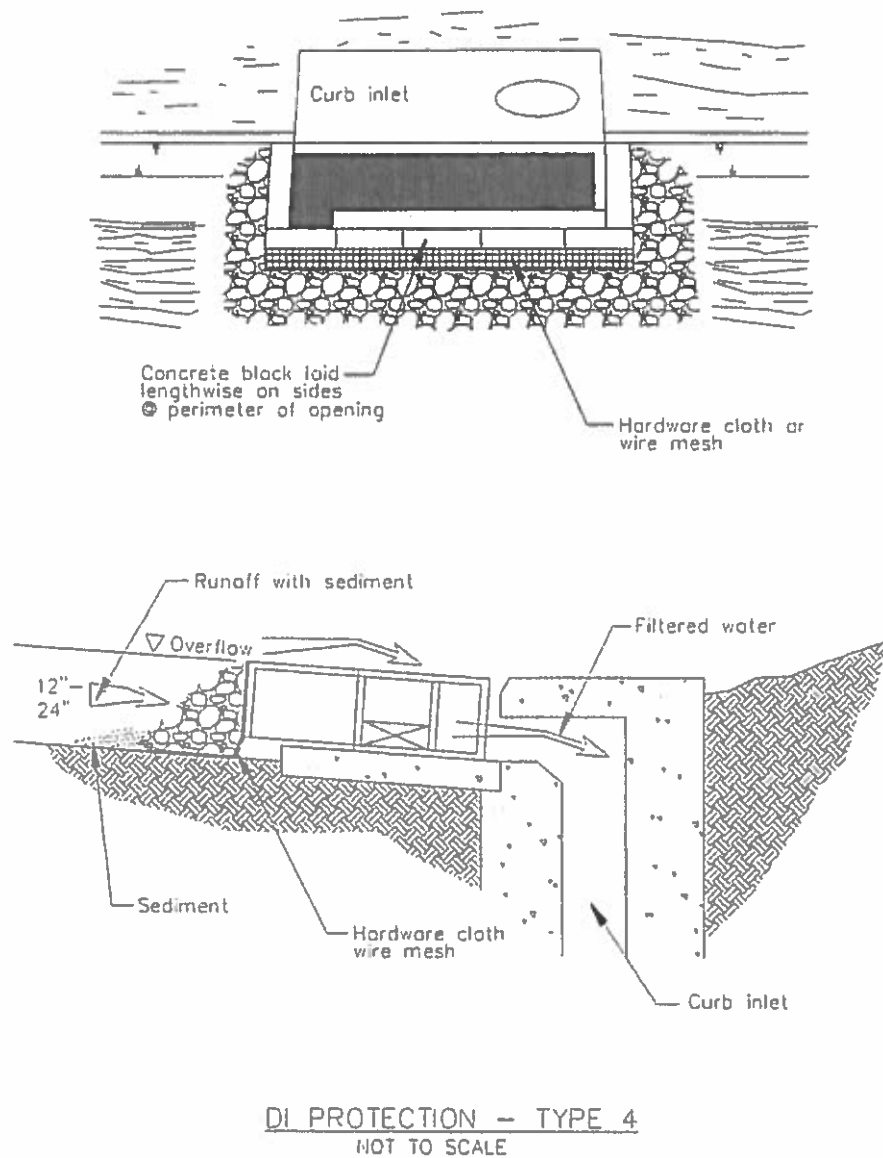
NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed.
5. Not applicable in areas with high silts and clays without filter fabric.
6. Protection can be effective even if it is not immediately adjacent to the Inlet provided that the Inlet is protected from potential sources of pollution.

DI PROTECTION TYPE 3
NOT TO SCALE

Storm Drain Inlet Protection

SE-10



APPENDIX VI

ANNUAL FERTILIZATION SCHEDULE

Attachment: Citywide Landscape Maintenance Agreement w-attachments (1880 : Award of Citywide Landscape Maintenance Services

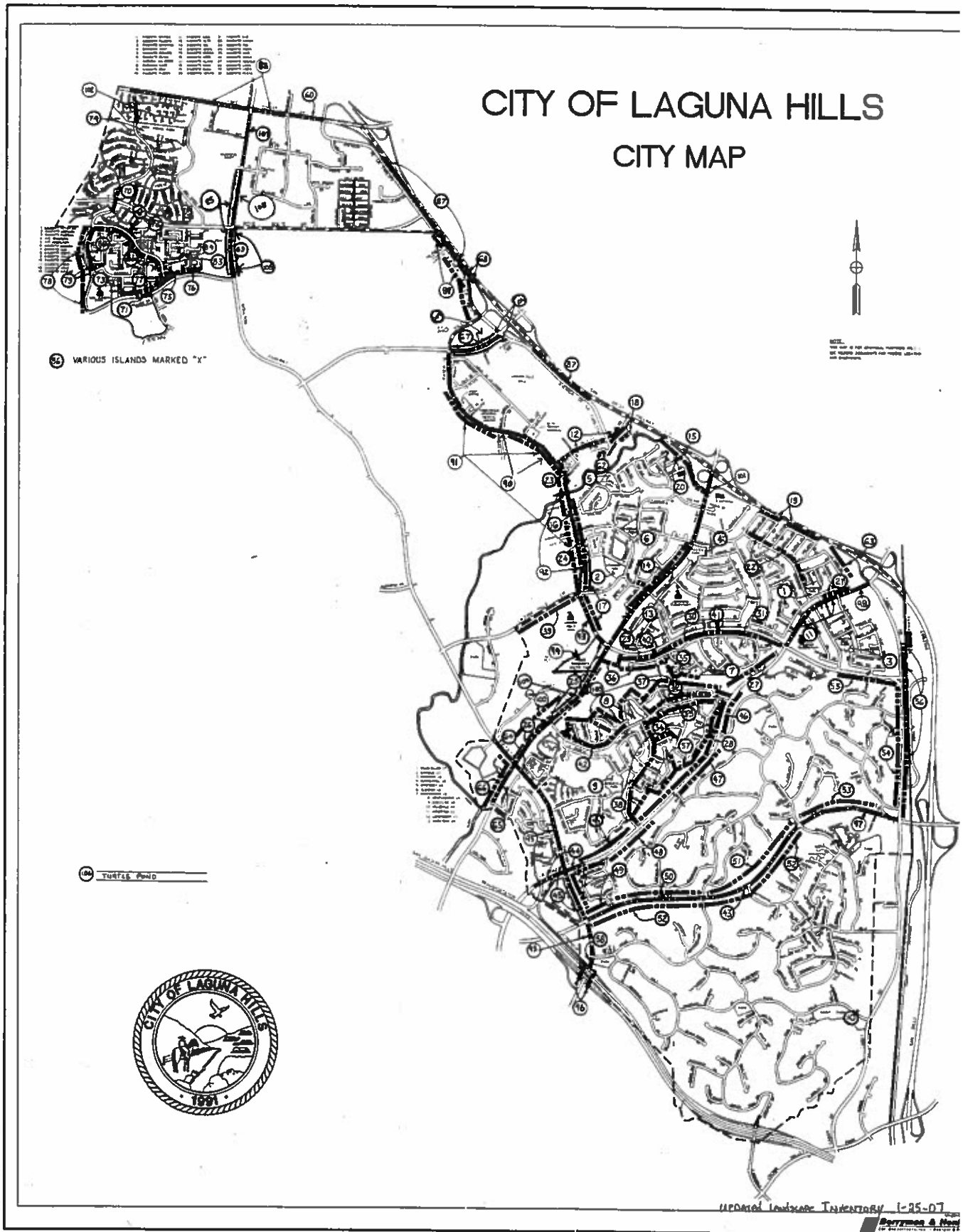
APPENDIX VII

BACKFLOW PREVENTOR LIST MOULTON NIGUEL WATER DISTRICT EL TORO WATER DISTRICT

MINWD BACKFLOW LOCATIONS			
Service Ad	Active Customer Name	Location	Serial Number, Mir Model De: Date Tested Con Test R: Ac Meter Nu Account
9200028	CITY OF LAGUNA HILLS	ON KNOTTY PINE AT KNOTTY PINE PARK	J001922 FE 825Y
9200185	CITY OF LAGUNA HILLS	C/O PIKE RD & RICKENBACKER N/SIDE	J005985 FE 825Y
9200198	CITY OF LAGUNA HILLS	ACROSS FRM 25021MAC KENZIE	T8657 FE 825Y
9200199	CITY OF LAGUNA HILLS	EL DORADO N/S,	H005904 FE 825YA
9200200	CITY OF LAGUNA HILLS	CAJON & WELLS FARGO ON RIGHT	J014857 FE 825Y
9200230	CITY OF LAGUNA HILLS	S/W C/O ALICIA & BENTLY L.H.	A227333 FE 825Y
9200506	CITY OF LAGUNA HILLS	E/S COMMUNITY CTR DR 250' N/O ALICIA	A1303251225 FE 825YD
9200508	CITY OF LAGUNA HILLS	25555 ALICIA PKWY- BEHIND WATER FEATURE	H00747 FE 825Y
9200508	CITY OF LAGUNA HILLS	25555 ALICIA PKWY- N/E C/O BLDG-FP.BYPASS	21277 A 2000B
9200512	CITY OF LAGUNA HILLS	25555 ALICIA PKWY - N/E C/O BLDG-FP	151180901 A 3000SS
9200515	CITY OF LAGUNA HILLS	NEXT TO EDISON BOX SKATEBOARD PKG LOT	BR271 C 40205AZ
9200515	CITY OF LAGUNA HILLS	NEXT TO EDISON BOX SKATEBOARD PKG LOT	A04084 FE 860
9200515	CITY OF LAGUNA HILLS	W/S OF COMMUNITY CTR DR 270' N/O ALICIA VAULT-1064698	W980XL
9200515	CITY OF LAGUNA HILLS	W/S COMMUNITY CTR DR 270' N/O ALICIA VAULT-FP	N02023 W 350DA
9200517	CITY OF LAGUNA HILLS	W/S COMMUNITY CTR DR 250' N/O ALICIA	A04079 FE 860
9200519	CITY OF LAGUNA HILLS	W/S COMMUNITY CTR DR 250' N/O ALICIA	H35743 FE 825Y
9200550	CITY OF LAGUNA HILLS	NEXT TO BATTING CAGE- WEST BASEBALL FIELD	J044858 FE 825Y
9200700	CITY OF LAGUNA HILLS	N/S ALICIA 15' W/O ALISO HILLS	H20328 FE 825Y
9200712	CITY OF LAGUNA HILLS	S/S ALICIA 800FT E/O ALISO HILLS	A018557 FE RP
9200832	CITY OF LAGUNA HILLS	S/SIDE OF DRIVE BEHIND RALPHS ON PASEO DE VALE	r J027088 FE 825YRP
9200850	CITY OF LAGUNA HILLS	25211STOCKPORT- BTWN #315 & 317	H002404 FE 825YA
9200884	CITY OF LAGUNA HILLS	WILKES & STOCKPORT L/SIDE GREEN BOX-EMA	H002303 FE 825Y
9200898	CITY OF LAGUNA HILLS	END OF TASMAN IN PARK	A1000007 FE 825YA
9200902	CITY OF LAGUNA HILLS	ON PASEO DE VALENCIA & SUNBURST	A003380 FE 825Y
9200904	CITY OF LAGUNA HILLS	END OF CREEK RD BEH 25611AT TOP OF HILL	Y3264 FE 825Y
9200908	CITY OF LAGUNA HILLS	END OF CREEK ROAD, LAGUNA HILLS	J010744 FE 825Y
9200912	CITY OF LAGUNA HILLS	ON PASEO DE VALENCIA AT ALISAL SW CRNR	C5420 FE 825Y
9200924	CITY OF LAGUNA HILLS	PASEO DE VALENCIA ON RT PAST ERICKSON S/S AGN	S RC5422 FE 825YA
9200926	CITY OF LAGUNA HILLS	ACR FRM 24872 LUNA BONITA	A127420 FE 825Y
9200927	CITY OF LAGUNA HILLS	MENDOCINO PARK	BE3707 FE RP
9201015	CITY OF LAGUNA HILLS	ON MENDOCINO AT EAST END OF CUL-DE-SAC,	IBB6763 FE 825Y
9201078	CITY OF LAGUNA HILLS	RIO GRANDE AVE W/S AT PARK	H47013 FE 825Y
9201088	CITY OF LAGUNA HILLS	N/E CRNR OF ALAMEDA & TOCALOMA	A127763 FE 825Y
9201088	CITY OF LAGUNA HILLS	26070 TERRA BELLA AT END	886776 FE 825Y
9800125	CITY OF LAGUNA HILLS	SW CRNR ALISO HILLS & LA PAZ BEH. WALL	A127458 FE 825Y
9802002	CITY OF LAGUNA HILLS	W/S MOULTON 500FT N/O ALICIA	A107303 FE 825Y
9802002	CITY OF LAGUNA HILLS	RAPID FALLS PARK ON RAPID FALLS ACROSS FROM	SU A144472 FE 825Y
9802005	CITY OF LAGUNA HILLS	RAPID FALLS PARK BASEBALL FIELD, LAGUNA HILLS	BD2811 FE 825Y
9802007	CITY OF LAGUNA HILLS	ACROSS FROM 25941RAPID FALLS, LAGUNA HILLS	A034581 FE 825Y
9802007	CITY OF LAGUNA HILLS	RAPID FALLS PARK (CABOT PARK)	
9804800	CITY OF LAGUNA HILLS	RAPID FALLS PARK (CABOT PARK)	3L10734 A DC
9804828	CITY OF LAGUNA HILLS	N/S OF HITTING RAIL 50' W/O CABOT	A164405 FE 825Y
9804840	CITY OF LAGUNA HILLS	N/S/O PAC-PARK 1/2 MI W/O FWY ON OSO BY GREEN A164409	FE 825Y
9804846	CITY OF LAGUNA HILLS	ON OSO 30 FEET WEST OF BRIDLEWOOD, LAGUNA HIL H13397	FE 825Y
9804848	CITY OF LAGUNA HILLS	N/S OF OSO PKWY, 1500' W/O BRIDLEWOOD, 1MILE A164402	FE 825Y
9804936	CITY OF LAGUNA HILLS	N/S OF PACIFIC PARK, 1MILE W/O FWY. METER ON RIA117763	FE 825Y
9804948	CITY OF LAGUNA HILLS	SW CRNR OF LA PAZ & APALDOOSA	FE 825YA
9804948	CITY OF LAGUNA HILLS	ON LA PAZ 1/8 MILE BEFORE GALLUP SOUTH SIDE, LAJ001306	FE LF825Y

EL TORO WATER DISTRICT CITY OF LAGUNA HILLS			
BACKFLOW LOCATIONS			
<u>Service Location</u>	<u>Classification</u>	<u>Location#</u>	<u>Meter#</u>
VITTORIA PARK FOUNTAIN	Commercial 11	2442493	13343311
VEEH PARK FOUNTAIN	Commercial 11	2459797	19860665
IRRIG BECKENHAM/VALENCIA	Irrigation Functional 19	2400216	19086781
24282 CABALLEROS/VALENCIA IRR	Irrigation Functional 19	2400244	6169139
24452 HEALTH CTR/VALENCIA IRR	Irrigation Functional 19	2400256	19086767
23626 MESSINA IRRIG	Irrigation Functional 19	2442134	32451575
22212 TERNI IRRIG	Irrigation Functional 19	2442188	95237557
22222 ADAMO IRRIG	Irrigation Functional 19	2442228	93099979
23712 SORESINA IRRIG	Irrigation Functional 19	2442250	15714830REG
22341 SAVONA IRRIG	Irrigation Functional 19	2442308	18336867
23512 LIPARI IRRIG	Irrigation Functional 19	2442420	99284524
23571 MARSALA IRRIG	Irrigation Functional 19	2442464	17138076
22171 BIANCO IRRIG	Irrigation Functional 19	2442496	98748690
22112 PADOVA IRRIG	Irrigation Functional 19	2442546	92475533
23851 FORMELLO IRRIG	Irrigation Functional 19	2442606	29600125A
22321 MODINA IRRIG	Irrigation Functional 19	2442640	6465904REG
23802 PESARO IRRIG	Irrigation Functional 19	2442692	18336852
22452 GRAVINO IRRIG	Irrigation Functional 19	2442713	8188826
22422 LOMBARDI IRRIG	Irrigation Functional 19	2442736	7564779
IRRIG MOULTON PKWY	Irrigation Functional 19	2445030	10015446
IRRIG SANTA MARIA	Irrigation Functional 19	2445110	17014246
23701 SAN DONA IRRIG	Irrigation Functional 19	2445164	15714656
22672 GENOVA IRRIG	Irrigation Functional 19	2445202	15714651
23602 TREVISO IRRIG	Irrigation Functional 19	2445278	18336879
22682 ANCONA IRRIG	Irrigation Functional 19	2445298	19128291
22522 MONTOVA IRRIG	Irrigation Functional 19	2445378	6200805
23636 TARANTO IRRIG	Irrigation Functional 19	2445403	83367945
23541 VENISIA IRRIG	Irrigation Functional 19	2445418	19128296
22412 TORINO IRRIG	Irrigation Functional 19	2445448	18336876REG
22332 TORINO IRRIG	Irrigation Functional 19	2445479	7046465
23652 VERONA IRRIG	Irrigation Functional 19	2445544	29823006
23662 CREMONA IRRIG	Irrigation Functional 19	2445580	29823057
22561 CATANIA IRRIG	Irrigation Functional 19	2445607	29825074
24300 AVE DE LA CARLOTTA IRRIG	Irrigation Functional 19	2449455	98972940
24032 MEDIAN/EL TORO RD IRRIG	Irrigation Functional 19	2449566	32338570
IRRIG MOULTON PKWY(23002)	Irrigation Functional 19	2459562	32338294
IRRIG VALENCIA/LOS ALISOS	Irrigation Functional 19	2468123	17013667
24462 CHRISTINA IRRIG	Irrigation Functional 19	2468205	16323473
24546 LOS ALISOS IRRIG	Irrigation Functional 19	2468225	17013700
25031 KATIE IRRIG	Irrigation Functional 19	2469349	19086738
IRRIG SANTA VITTORIA	Irrigation Functional 19	6441880	18234270
IRRIG SANTA VITTORIA	Irrigation Functional 19	6441890	98972974
IRRIG AVE CARLOTTA	Irrigation Functional 19	6448138	94620891
IRRIG AVE CARLOTTA	Irrigation Functional 19	6448140	97740292
IRRIG PASEO DE VALENCIA	Irrigation Functional 19	6449178	15680610
IRRIG BECKENHAM PARK	Irrigation Recreational20	2400206	8188858
IRRIG CLARINGTON PARK	Irrigation Recreational20	2469093	16323453

LANDSCAPE INVENTORY MAP



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