

AGENDA

ALISO VIEJO CITY COUNCIL REGULAR MEETING
WEDNESDAY, JUNE 17, 2015
6:30 P.M. CLOSED SESSION
7:00 P.M. PUBLIC MEETING / PUBLIC HEARINGS

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA



Mayor William A. Phillips
Mayor Pro Tem Mike Munzing
Councilmember Ross Chun
Councilmember David C. Harrington
Councilmember Phillip B. Tsunoda

WELCOME to the City of Aliso Viejo City Council meeting. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS WILL BE LIMITED TO THREE MINUTES PER SPEAKER. Council proceedings are recorded.

It is the City's intention to comply with the Americans with Disabilities Act (ADA). If you need special assistance to participate in the meeting, the City will make reasonable arrangements to ensure accessibility and/or accommodations. [28 CFR 35.102-35.104 ADA Title II] Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours prior to the meeting.

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items are available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

DAVID A. DOYLE
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
CITY CLERK

**PLEASE SILENCE ALL CELL PHONES AND OTHER
ELECTRONIC EQUIPMENT WHILE CITY COUNCIL IS IN SESSION**

CALL TO ORDER: Convene Meeting to Closed Session and Roll Call – 6:30 p.m.

PRESENT:

ABSENT:

PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items appearing on the Closed Session agenda. Those persons wishing to address the City Council are requested to complete a "Request to Address City Council" form available on the table adjacent to the front door of the City Council Chambers. COMMENTS ARE LIMITED TO THREE MINUTES PER SPEAKER.

CLOSED SESSION:

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: City Manager
2. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
Agency designated representative: Mayor
Unrepresented employee: City Manager
3. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2)
Number of potential cases: 1

CALL TO ORDER: Reconvene Meeting to Open Session and Roll Call - 7:00 p.m.

PRESENT:

ABSENT:

PLEDGE OF ALLEGIANCE: Boy Scout Troop 700

SPECIAL PRESENTATIONS

- A. **[COUNCIL RECOGNITION OF OUTGOING ALISO NIGUEL HIGH SCHOOL
PRINCIPAL CHRIS CARTER](#)**
- B. **[COUNCIL RECOGNITION OF THE ST. MARY'S SCHOOL MATHS QUEST
TEAM FOR TAKING FIRST PLACE IN A COMPETITION OVERSEAS](#)**

C. [RECOGNITION OF THE ALISO VIEJO COMMUNITY FOUNDATION 2015 SCHOLARSHIP AWARD RECIPIENTS](#)

ADDITIONS, DELETIONS, REORDERING TO THE AGENDA

CONSENT CALENDAR NOTICE: Any member of the public who wishes to discuss a Consent Calendar item should complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS ARE LIMITED TO THREE MINUTES PER SPEAKER.

CONSENT CALENDAR ITEM NOS. 1-8

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, staff, or the public request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

1. [WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS](#)

RECOMMENDED ACTION: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

2. [ACCOUNTS PAYABLE](#)

RECOMMENDED ACTION:

1. Ratify accounts payable checks issued May 28, 2015 in the amount of \$475,220.23; and
2. Ratify accounts payable checks issued June 4, 2015 in the amount of \$161,034.46.

3. [APPROPRIATIONS LIMIT – FISCAL YEAR 2015-2016](#)

RECOMMENDED ACTION: Adopt a Resolution setting the Proposition 4 (Gann) Appropriations Limit for Fiscal Year 2015-16 for the City of Aliso Viejo at \$34,245,483. The City of FY 2015-16 will be utilizing 34.78% of this limit.

4. [FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW PEVACEK GROUP \(RSG\), INC. FOR AFFORDABLE HOUSING IMPLEMENTATION SERVICES](#)

RECOMMENDED ACTION: Approve the First Amendment to Professional Services Agreement with Rosenow Spevacek Group (RSG), Inc. for Affordable Housing Implementation Services.

5. [AGREEMENT WITH THE COUNTY OF ORANGE FOR THE POD EXERCISE](#)

RECOMMENDED ACTION: Approve the Agreement for Provision of Point of Dispensing Site Services with the County of Orange from July 1, 2015 through June 30, 2018.

6. [SALARY SCHEDULE ADJUSTMENTS](#)

RECOMMENDED ACTION: Adopt a Resolution approving an updated Salary Schedule for City of Aliso Viejo employees, effective July 1, 2015.

7. [RENEWED MEASURE M ELIGIBILITY – 7-YEAR CIP](#)

RECOMMENDED ACTION:

1. Adopt a 7-Year Capital Improvements Program (CIP) for Street Projects; and
2. Adopt a Resolution concerning the status of the Circulation Element and Mitigation Fee Program.

8. [DESIGNATION OF ALTERNATE FOR CJPIA ANNUAL BOARD OF DIRECTORS MEETING](#)

RECOMMENDED ACTION: Designate Mayor Pro Tem Mike Munzing as alternate for CJPIA Annual Board of Directors Meeting to be held on July 15, 2015.

END OF CONSENT CALENDAR

PUBLIC HEARING ITEM NO. 9

9. [RESOLUTION RELATED TO APPEALS FEE](#)

RECOMMENDED ACTION: Staff recommends the City Council approve a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ENACTING A FEE FOR APPEALS UNDER CHAPTER 1.10 OF THE ALISO VIEJO MUNICIPAL CODE

DISCUSSION ITEM NOS. 10-11

10. [REQUEST TO APPROVE PLANNING APPLICATION PA15-015 \(MSP\) FOR A MASTER SIGN PERMIT TO AMEND TO THE PARK PLAZA AT ALISO VIEJO TOWN CENTER PLANNED SIGN PROGRAM TO ESTABLISH TENANT SIGNAGE FOR PROPOSED DEMISING OF 26791 ALISO CREEK ROAD FROM A SINGULAR TENANT TO A DUAL TENANT LOCATION \(STAPLES\)](#)

RECOMMENDED ACTION: Adopt a Resolution to approve Planning Application PA15-015 (MSP) for a master sign permit to amend the planned sign program for Park Plaza at Aliso Viejo Town Center.

11. ORDINANCE RELATED TO ASSIGNMENT OF HEARING OFFICERS IN APPEALS OF ADMINISTRATIVE DECISIONS

RECOMMENDED ACTION: Introduce and approve for first reading Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING SECTION 1.10.030 OF THE ALISO VIEJO MUNICIPAL CODE PROVIDING FOR THE ASSIGNMENT OF HEARING OFFICERS IN APPEALS OF ADMINISTRATIVE DECISIONS.

COMMUNITY INPUT

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. **IN COMPLIANCE WITH THE BROWN ACT, NO DISCUSSION OR ACTION MAY BE TAKEN ON COMMENTS RECEIVED AT THIS TIME, EXCEPT THE CITY COUNCIL MAY BRIEFLY RESPOND TO STATEMENTS MADE OR QUESTIONS POSED.** Comments are limited to three (3) minutes per speaker.

CITY MANAGER'S REPORT

ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES

ADJOURNMENT: The next regularly scheduled meeting is July 1, 2015.

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015

TO: Mayor and City Council

FROM: Kelly Tokarski, KT Community Relations

SUBJECT: COUNCIL RECOGNITION TO OUTGOING ALISO NIGUEL HIGH SCHOOL PRINCIPAL CHRIS CARTER

Recommended Action:

Present Chris with a certificate of appreciation.

Summary:

Aliso Niguel High School Principal Chris Carter will leave the school this month for San Clemente High School after four years of successful leadership at Aliso Viejo's only high school. Principal Carter is a 20-year Capistrano Unified School District employee who has served as a teacher, assistant principal and principal at middle and high schools.

His successful leadership career is founded on building strong rapport with students, teachers, staff, parents and the community. He maximizes learning experiences for all students by developing and implementing sound operational systems that focus on strong instruction and classroom success. Aliso Viejo has been fortunate to have Principal Carter lead both Don Juan Avila Middle School and Aliso Niguel High School.

Principal Carter will be greatly missed and the City of Aliso Viejo thanks him for his outstanding efforts in shaping our youth.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

A handwritten signature in black ink, appearing to read "David Doyle", is written over a horizontal line.

David Doyle
City Manager

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015

TO: Mayor and City Council

FROM: Kelly Tokarski, KT Community Relations

SUBJECT: COUNCIL RECOGNITION TO THE ST. MARY'S SCHOOL MATHS QUEST TEAM FOR TAKING FIRST PLACE IN A COMPETITION OVERSEAS

Recommended Action:

Present Stacy with a certificate of appreciation.

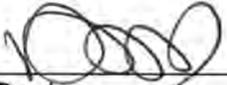
Summary:

The St. Mary's School Maths Quest team recently took first place at the 18th annual Maths Quest Competition in Oslo, Norway. The school was the only U.S. team at Maths Quest, a prestigious competition endorsed by the European Council of International Schools for talented math students under age 12.

The competition challenges talented young math students while celebrating and promoting the joy of learning mathematics. As part of the competition, students visited the Fram Museum and were asked to solve several mathematical questions regarding various exhibitions. Students also worked on a construction challenge to make a model of one of Norway's unique landmarks, the Holmenkollbakken ski jump. The challenge also included individual, team, practical and investigation challenges.

The team included fifth graders Daniel Palfi, Leyton Breese, Amelia Kang and Kendrick Choi. In addition to defending their championship title, which the school won in Germany last year, Leyton and Amelia won the first- and third-place individual awards, respectfully, and Kendrick took first place in the construction category.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

City of Aliso Viejo



DATE: June 17, 2015
TO: Mayor and City Council
FROM: Karen Crocker, Community Services Director
SUBJECT: RECOGNITION OF THE ALISO VIEJO COMMUNITY
FOUNDATION 2015 SCHOLARSHIP AWARD RECIPIENTS

Recommendation:

Receive a presentation of awards by Robert Bunyan of the Aliso Viejo Community Foundation.

Fiscal Impact:

None.

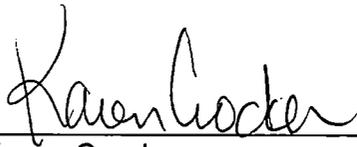
Background:

The Aliso Viejo Community Foundation (AVCF) was established in 1988 by Mission Viejo Company to support educational, cultural and fitness programs in the community and continues to serve in this capacity through its independent board members.

Discussion:

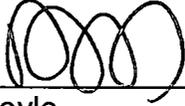
In 2011, the AVCF Board of Directors established a scholarship program for high school students residing in Aliso Viejo. The scholarship funds have been made possible through donations and fundraising efforts such as the annual Community Cup Golf Tournament, Evening with the Mayor and State of the City events.

Ten (10) seniors from Aliso Niguel High School, also Aliso Viejo residents, have been chosen as this year's recipients and will each be awarded a \$1,500 scholarship to further their education. The recipients were chosen based on their desire for high education, service to their community, leadership and academic performance and are as follows: Laili Attai, Sarah Bardin, Keara Bergin, Aaron Cantor, Daniel Cheah, Alexander Danto, Dan Dinh, Sophia Kim, Breanna Lee and Shane Vedova.



Karen Crocker
Director of Community Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015
TO: Mayor and City Council
FROM: Gina M. Tharani, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks issued May 28, 2015 in the amount of \$475,220.23 and
2. Ratify accounts payable checks issued June 4, 2015 in the amount of \$161,034.46.

Fiscal Impact:

Expenditures in the amount of \$636,254.69.

Background:

The City issues accounts payable checks on a bi-monthly basis and submits them to the City Council for review and approval prior to the creation of accounts payable checks. Special check runs are done on a weekly basis with the City Council ratification at its next regularly scheduled City Council Meeting.

Discussion:

The issued accounts payable checks were reviewed and approved for payment. The register is being presented to City Council for approval.

A handwritten signature in cursive script, reading "Gina M. Tharani", is written over a horizontal line.

Gina M. Tharani
Director of Financial Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

A handwritten signature in cursive script, reading "David Doyle", is written over a horizontal line.

David Doyle
City Manager

Attachment: Accounts Payable Reports



Accounts Payable

5/28/2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CALPERS HEALTH	JUN'15 HEALTH PREMIUM	14,826.81
CALPERS RETIREMENT	PERS RETIREMENT PP10	10,808.36
COPOWER	JUN'15 DENTAL INSURANCE	1,586.59
COPOWER	JUN'15 VISION INSURANCE	306.80
		<u>27,528.56</u>
CITY COUNCIL		
MIKE MUNZING	MM-LV SHOPPING CTR TRAVEL EXP	69.00
	CITY COUNCIL TOTAL:	<u>69.00</u>
CITY MANAGER		
DAVID DOYLE	DD-5/13/15 LUNCH MEETING W/STAFF	69.85
DAVID DOYLE	DD-2015 RECON TRAVEL EXP	136.00
STAPLES ADVANTAGE	CM-RED & BLUE PENS	63.15
	CITY MANAGER TOTAL:	<u>269.00</u>
CITY ATTORNEY		
BEST BEST & KRIEGER	MAR'15 BBK - CODE ENFORCEMENT	2,785.56
BEST BEST & KRIEGER	MAR'15 BBK - GENERAL SRVS	16,028.44
BEST BEST & KRIEGER	MAR'15 BBK - GENERAL PLAN/TOWN CTR SPECIFIC	2,720.69
BEST BEST & KRIEGER	MAR'15 BBK - NPDES	1,835.13
BEST BEST & KRIEGER	MAR'15 BBK - ZONING CODE (CEQA & ENVIRON)	10,403.82
BEST BEST & KRIEGER	MAR'15 BBK - GENERAL SERVICES	350.79
BEST BEST & KRIEGER	MAR'15 BBK- RENAISSANCE AIR	210.51
BEST BEST & KRIEGER	MAR'15 BBK- SHEA/VANTIS TC DEED RESTRICTIONS	2,838.30
	CITY ATTORNEY TOTAL:	<u>37,173.24</u>
FINANCE		
HDL COMPANIES	2ND QTR'15 SALES TAX CONTRACT SRV	1,050.00
HDL COMPANIES	4TH QTR'15 SALES TAX AUDIT	1,571.95
CALPERS HEALTH	JUN'15 ADMIN CHARGES	54.94
COPOWER	JUN'15 ADMIN CHARGES	15.00
STAPLES ADVANTAGE	FIN- PENS, POST IT & FOLDERS	154.27
	FINANCE TOTAL:	<u>2,846.16</u>
NON-DEPARTMENTAL		
SIGMANET INC.	MAY'15 IT SUPPORT SERVICE	4,875.00
U.S. TELEPACIFIC CORP.	5/9-6/8/15 CITY HALL PHONE SERVICE	1,289.45
STAPLES ADVANTAGE	CEN- PRINTER & FAX TONER,PAPER, WATER BOTTLES	981.89
	NON-DEPARTMENTAL TOTAL:	<u>7,146.34</u>
C. S. ADMINISTRATION		
CALPERS HEALTH	JUN'15 HEALTH RETIRED	122.00
ALISO VIEJO FLORIST	5/25/15 MEMORIAL WREATH	329.39
	C. S. ADMINISTRATION TOTAL:	<u>451.39</u>
IGLESIA PARK		
NIEVES LANDSCAPE INC	MAY'15 IGLESIA PARK MAINTENANCE	295.00
	IGLESIA PARK TOTAL:	<u>295.00</u>
PLANNING		
CALPERS HEALTH	JUN'15 HEALTH RETIRED	122.00
PLANNING DIRECTORS ASSN OF OC	E.R 6/11/15 PDAOCL LUNCHEON	27.00
STAPLES ADVANTAGE	PLN-ECO BINDER,FLODERS,FILE	374.42
	PLANNING TOTAL:	<u>523.42</u>
BUILDING		
STAPLES ADVANTAGE	BLDG- WIPES,POST IT, FACIAL TISSUES	39.27
	BUILDING TOTAL:	<u>39.27</u>
ENGINEERING (GENERAL)		
STAPLES ADVANTAGE	ENG- 10PK STORAGE BOXES	38.86
	ENGINEERING (GENERAL) TOTAL:	<u>38.86</u>

Agenda Item 2-3

Vendor Name	Description (Item)	Amount
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	4/26-5/9/15 SCHOOL CROSSING GUARD SRV	7,745.00
THE TOLL ROADS	4/10-5/9/15 TOLL ROAD CHARGES	130.00
STAPLES ADVANTAGE	LE- HP 940XL PRINTER CART	105.83
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	MAY'15 AFIS	1,354.42
	LAW ENFORCEMENT-OTHER TOTAL:	9,335.25
EOC		
STAPLES ADVANTAGE	EOC- CERT HOLDER,HP TONER	185.73
	EOC TOTAL:	185.73
GENERAL FUND TOTAL:		85,901.22
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102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
CTJAMJT CORP.	MAY'15 PEST & RODENT CONTROL SERVICES	100.00
FOSTERS' GARDENS INC	MAY'15 CITY HALL PLANT MAINTENANCE	100.00
WESTCON ELEVATOR	MAY'15 CITY HALL ELEVATOR MAINTENANCE	115.00
TEAM ONE MANAGEMENT	MAY'15 CITY HALL JANITORIAL SERVICE	1,650.00
	NON-DEPARTMENTAL TOTAL:	1,965.00
GEN. FD-CITY HALL TOTAL:		1,965.00
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203 - GAS TAX		
STREET MAINTENANCE		
EL TORO WATER DISTRICT	4/9-5/11/15 WATER MTR#3335	55.47
	STREET MAINTENANCE TOTAL:	55.47
GAS TAX TOTAL:		55.47
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311 - STREET IMPROVEMENTS		
ROY ALLAN SLURRY SEAL INC	FY14/15 CIP#093 SLURRY SEAL RETENTION	(19,960.80)
		-19,960.80
STREETS & HIGHWAYS		
ROY ALLAN SLURRY SEAL INC	FY14/15 CIP#093 SLURRY SEAL REHAB	399,215.68
	STREETS & HIGHWAYS TOTAL:	399,215.68
STREET IMPROVEMENTS TOTAL:		379,254.88
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331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
NIEVES LANDSCAPE INC	MAY'15 IGLESIA PARK BASEBALL FIELD MAINTENANCE	736.66
	CAPITAL IMPROVEMENTS TOTAL:	736.66
CAPITAL IMPROVEMENTS TOTAL:		736.66
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711 - DEPOSIT ACCOUNTS FUND		
RK ENGINEERING GROUP INC	MAY'15 AWMA BRIDGE CLOSURE TRAFFIC ANALYSIS	6,350.00
BEST BEST & KRIEGER	MAR'15 BBK - PA15-003 PARKER REDMOND REAL ESTATE	391.50
BEST BEST & KRIEGER	MAR'15 BBK - PRE15-01 CT REALITY CORP	478.50
BEST BEST & KRIEGER	MAR'15 BBK- SHEA/VANTIS #5027	87.00
		7,307.00
DEPOSIT ACCOUNTS FUND TOTAL:		7,307.00
GRAND TOTAL:		475,220.23

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	85,901.22	85,901.22
102 - GEN. FD-CITY HALL	1,965.00	1,965.00
203 - GAS TAX	55.47	55.47
311 - STREET IMPROVEMENTS	379,254.88	379,254.88
331 - CAPITAL IMPROVEMENTS	736.66	736.66
711 - DEPOSIT ACCOUNTS FUND	7,307.00	7,307.00

Fund Summary

Fund	Expense Amount	Payment Amount
711 - DEPOSIT ACCOUNTS FUND		
Grand Total:	<u>475,220.23</u>	<u>475,220.23</u>



Accounts Payable

6/1 /2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
AFLAC	PP 9&10 CAFETERIA PLAN	369.58
GFOA	GT,RV- FY15-16 GFOA MEMBER DUES	305.00
AMERICAN VISION WINDOWS	REFUND P#74081 AMERICAN VISION WINDOWS	98.71
SOLAR CITY CORPORATION	REFUND P#74094 SOLARCITY	32.24
		805.53
NON-DEPARTMENTAL		
MOULTON NIGUEL WATER DIST	3/9-5/11/15 AV RANCH WATER MTR#7757	168.94
SOUTHERN COMPUTER WAREHOUSE	CEN- HP LASERJET PRINTER M604N	708.70
CDW GOVERNMENT INC	30 VMWARE VIEW LICENSE RENEWALS	2,100.00
	NON-DEPARTMENTAL TOTAL:	2,977.64
IGLESIA PARK		
SO CAL EDISON	4/13-5/12/15 IGLESIA PARK ELECTRICITY	82.85
EL TORO WATER DISTRICT	4/9-5/11/15 IP WATER SRV MTR#1850	188.01
EL TORO WATER DISTRICT	4/9-5/11/15 IP WATER SRV MTR#3499	441.56
EL TORO WATER DISTRICT	4/9-5/11/15 IP WATER SRV MTR#4114	387.96
	IGLESIA PARK TOTAL:	1,100.38
IGLESIA BUILDING		
SO CAL EDISON	4/13-5/12/15 IGLESIA BUILDING ELECTRICITY	750.23
	IGLESIA BUILDING TOTAL:	750.23
BUILDING		
DOCUMEDIA GROUP	BLDG- WINDOW ENVELOPES	188.22
CHARLES ABBOTT ASSOC INC	APR'15 CAA BUILDING SVCS	35,416.10
	BUILDING TOTAL:	35,604.32
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	APR'15 CAA CODE ENFORCEMENT	10,715.20
	CODE ENFORCEMENT TOTAL:	10,715.20
ENGINEERING (GENERAL)		
CHARLES ABBOTT ASSOC INC	APR'15 CAA WQ TESTING	1,149.90
CHARLES ABBOTT ASSOC INC	APR'15 CAA NPDES COSTS	31,205.70
CHARLES ABBOTT ASSOC INC	APR'15 CAA SOLID WASTE	2,952.00
CHARLES ABBOTT ASSOC INC	APR'15 CAA PW ENGINEERING	10,582.40
	ENGINEERING (GENERAL) TOTAL:	45,890.00
TRAFFIC ENGINEERING		
CHARLES ABBOTT ASSOC INC	APR'15 CAA TRAFFIC ENGINEERING	1,207.70
	TRAFFIC ENGINEERING TOTAL:	1,207.70
STREET MAINTENANCE		
CHARLES ABBOTT ASSOC INC	APR'15 CAA ST MAINTENANCE	18,025.60
	STREET MAINTENANCE TOTAL:	18,025.60
LAW ENFORCEMENT-OTHER		
DENISE FRENCH	DF-WOMEN'S LEADERSHIP-TRAVEL EXP	315.45
	LAW ENFORCEMENT-OTHER TOTAL:	315.45
	GENERAL FUND TOTAL:	117,392.05

203 - GAS TAX

TRAFFIC ENGINEERING		
HARTZOG & CRABILL INC	APR'15 TRAFFIC SIGNAL MONITORING	3,056.94
	TRAFFIC ENGINEERING TOTAL:	3,056.94
STREET MAINTENANCE		
R F DICKSON CO INC	MAY'15 STREET SWEEPING	6,239.46
	STREET MAINTENANCE TOTAL:	6,239.46
	GAS TAX TOTAL:	9,296.40

Agenda Item 2-6

Vendor Name	Description (Item)	Amount
241 - TECHNOLOGY FUND		
CHARLES ABBOTT ASSOC INC	APR'15 CAA COMPUTER LEASE CREDIT	(550.00)
		-550.00
GEN-TECHNOLOGY GRANTS		
VMI INC	COUNCIL CHAMBERS- STEREO DUAL SOURCE & SDI CABLE	570.24
VMI INC	COUNCIL CHAMBERS- INSTALLATION CHARGES	450.00
VMI INC	COUNCIL CHAMBERS-SPARTAN PRO24X DVD TOWER DU...	480.60
	GEN-TECHNOLOGY GRANTS TOTAL:	1,500.84
	TECHNOLOGY FUND TOTAL:	950.84
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261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
1ST CHOICE POOL SERVICE INC	AQ CTR- INSTALL 2 NEW BACKWASH BOOSTER PUMP	2,160.00
1ST CHOICE POOL SERVICE INC	AQ CTR- INSTALL 2 STENNER CHEMICAL PUMPS	900.00
1ST CHOICE POOL SERVICE INC	AQ CTR- INSTALL NEW PUMP SHAFT SEAL & GASKET	150.00
1ST CHOICE POOL SERVICE INC	AQ CTR- NEW SPA HEATER INSTALLATION	3,850.00
NIEVES LANDSCAPE INC	VISTA PARK- 80 YARDS MULCH PLANTERS INSTALLATION	2,800.00
NIEVES LANDSCAPE INC	CONF & AQ CTR- 90YARDS MULCH PLANTERS INSTALLAT...	3,150.00
KNORR SYSTEMS INC	AQ CTR- 24VBATTERY PRO POOL LIFT	260.00
PREMIER AQUATIC SERVICES	AQ CTR-HP OFFICEJET PRO8615 PRINTER	134.99
PREMIER AQUATIC SERVICES	AQ CTR- BARCODE SCANNER	21.95
PREMIER AQUATIC SERVICES	AQ CTR- 2 TEE PVC FITTING FURNITURE GR	20.54
PREMIER AQUATIC SERVICES	AQ CTR- SAFETY ROPE & FLOAT	128.94
PREMIER AQUATIC SERVICES	AQ CTR- TOY CHEST	70.15
PREMIER AQUATIC SERVICES	AQ CTR- TABLE CLIPS,CUPS,FORK	388.91
PREMIER AQUATIC SERVICES	AQ CTR- CHOC BAG & TRASH BAGS	30.56
PREMIER AQUATIC SERVICES	AQ CTR- ALUMINUM BELL	39.34
PREMIER AQUATIC SERVICES	AQ CTR- LAMINATING PAGES	43.19
PREMIER AQUATIC SERVICES	AQ CTR- SIGNICARD CURB SIGN FRAME	83.00
	GEN-AQUATIC CENTER TOTAL:	14,231.57
	CITY FAC.-AQUATIC CENTER TOTAL:	14,231.57
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311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
CHARLES ABBOTT ASSOC INC	APR'15 CAA #093 CIP DESIGN FY14-15 SLURRY SEAL	7,499.80
CHARLES ABBOTT ASSOC INC	APR'15 CAA #092 CIP DESIGN ALISO CREEK REHAB	86.40
	STREETS & HIGHWAYS TOTAL:	7,586.20
	STREET IMPROVEMENTS TOTAL:	7,586.20
<hr/>		
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
CHARLES ABBOTT ASSOC INC	APR'15 CAA #091 CIP DESIGN DAIRY FORK WETLAND	662.40
	DRAINAGE IMPROVEMENTS TOTAL:	662.40
	STORM WATER TOTAL:	662.40
<hr/>		
711 - DEPOSIT ACCOUNTS FUND		
HARTZOG & CRABILL INC	APR'15 #5027 TRAFFIC SIGNAL MONITORING	324.00
ROBERT BARRY	MAY'15 FINANCIAL SUPPORT SERVICES	450.00
CHARLES ABBOTT ASSOC INC	APR'15 CAA 5003 COX	89.00
CHARLES ABBOTT ASSOC INC	APR'15 CAA 5002 AT&T/SBC	667.50
CHARLES ABBOTT ASSOC INC	APR'15 CAA 5005 SCE - SADDLEBACK	222.50
CHARLES ABBOTT ASSOC INC	APR'15 CAA 2158 VANTIS GRADING	1,687.10
CHARLES ABBOTT ASSOC INC	APR'15 CAA 2186 WOODFIELD PARK GRADING	1,527.90
CHARLES ABBOTT ASSOC INC	APR'15 CAA 5004 MNWD	1,023.50
CHARLES ABBOTT ASSOC INC	APR'15 CAA 5027 SHEA PROPERTIES VANTIS	4,879.00

Agenda Item 2-7

Vendor Name	Description (Item)	Amount
CHARLES ABBOTT ASSOC INC	APR'15 CAA 5011 SCE- SANTA ANA	44.50
		<u>10,915.00</u>
DEPOSIT ACCOUNTS FUND TOTAL:		10,915.00

GRAND TOTAL: 161,034.46

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	117,392.05	117,392.05
203 - GAS TAX	9,296.40	9,296.40
241 - TECHNOLOGY FUND	950.84	950.84
261 - CITY FAC.-AQUATIC CENTER	14,231.57	14,231.57
311 - STREET IMPROVEMENTS	7,586.20	7,586.20
332 - STORM WATER	662.40	662.40
711 - DEPOSIT ACCOUNTS FUND	10,915.00	10,915.00
Grand Total:	<u>161,034.46</u>	<u>161,034.46</u>

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015
TO: Mayor and City Council
FROM: Gina M. Tharani, Director Financial Services/City Treasurer
SUBJECT: APPROPRIATIONS LIMIT – FISCAL YEAR 2015-2016

Recommended Action:

Adopt a Resolution setting the Proposition 4 (Gann) Appropriations Limit for Fiscal Year 2015-16 for the City of Aliso Viejo at \$34,245,483. The City in FY 2015-16 will be utilizing 34.78% of this limit.

Fiscal Impact:

None.

Background:

Pursuant to Article XIII B of the California Constitution, the City must compute an annual appropriations limit (known as the Gann Limit), which places a ceiling on the total amount of tax revenues the City can actually appropriate annually. The limit is adjusted each year using the following factors: 1) the percentage change in California Per Capita Income, or the change in the City's Assessed Valuation due to new non-residential construction, whichever is greater; and 2) the percentage change in the Citywide, or Countywide population, whichever is greater. Not all revenues are restricted by the limit, only those that are referred to as "proceeds of taxes". Proceeds of taxes are defined as:

- All taxes levied by or for an agency.
- Any revenue from regulatory licenses, user charges and user fees to the extent that the proceeds exceed the cost of providing the regulation, product or service.
- Discretionary State subventions.
- Any interest earned from the investment of the proceeds of the taxes.

Discussion:

As required by Government Code Section 7910, the City Council is being asked to formally adopt by resolution the Appropriations Limit for Fiscal Year 2015-2016.

In addition, Proposition 111 requires a recorded vote of the City Council regarding the annual adjustment factors, which are being applied for Fiscal Year 2015-2016.

The County of Orange Assessor's Office provides information regarding the percentage change in the local assessment roll due to the addition of local non-residential new construction within the City. The percentage change for use in the FY 2015-16 calculations is -3.00%. Data used for the calculation is based on the change in local non-residential new construction within the City in calendar year 2013 as well as the change in Secured Rolls for the City for the period FY 2014-15.

This fiscal year the California per capita personal income showed a 3.82% change over the prior year. The price factor, which may be used by the City, can either be the percentage change in the California per capita personal income, or the percentage change in the local assessment roll, due to the addition of local non-residential new construction. The City recommends using the California per capita personal income for the Gann Limit calculation.

Section 7901 of the Government Code allows entities to use either the population increase within the City or the increase within the County. This year the City's population increase was .53% as opposed to the County's population increase of 1.08%. The City recommends using the percentage change in the population growth within the County for the Gann Limit calculation.

Staff has completed an analysis to confirm the City's limit is established at a level that supports the receipts of its tax proceeds and ensures compliance with Government Code requirements. In addition, staff anticipates appropriation levels to remain below the projected Gann limits for future years based on revenue projections developed in-house during the five-year strategic plan and annual budgeting process. For FY 2015-16, the City will be utilizing 34.78% of its appropriations limit and, therefore, Aliso Viejo is in compliance with Government Code requirements.

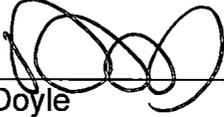
It is recommended that Council adopt the percentage change in the California per capita personal income and the percentage change in population growth for the County of Orange for use in the adjustment of the (Gann) Appropriations Limit for Fiscal Year 2015-2016.



Gina Tharani

Director of Financial Services/City Treasurer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle

City Manager

Attachment: Resolution
Gann Limit Calculation
Department of Finance-Gann Limit Factors

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, SETTING THE PROPOSITION 4 (GANN) APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-2016 FOR THE CITY OF ALISO VIEJO

WHEREAS, Article X111B of the Constitution of the State of California (enacted with the passage of Proposition 4 in 1979 and modified with the passage of Proposition 111 in 1990), provides that the total annual appropriations limit of such entity for the prior year be adjusted for changes in the non-residential assessed valuation or the percentage change in the California Per Capita Income and population except as otherwise specifically provided for in said Article; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article X111B at a regularly scheduled meeting or a noticed special meeting. Prior to such meeting, documentation used in the determination of the appropriation limit shall be available to the public; and

WHEREAS, Proposition 111 as approved by the voters of the State of California, revised the method for calculating the Gann Spending Limit. It also requires a recorded vote of the City Council regarding which of the annual adjustment factors have been selected each year; and

WHEREAS, the County of Orange, Local Agency Formation Commission (LAFCO), established the appropriations limit for the newly incorporated City; and

WHEREAS, the City Council of the City of Aliso Viejo wishes to establish the appropriation limit for Fiscal Year 2015-2016 for the City of Aliso Viejo.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AS FOLLOWS:

Section 1. That it is hereby found and determined that the documentation used in the determination of the appropriations limit for the City of Aliso Viejo for fiscal year 2015-2016 was available to the public in City offices of said City at least fifteen days prior to this date.

Section 2. That pursuant to the provisions of Section 56812(b) of the California Government Code, a measure concerning the establishment of the permanent appropriations limit for the City of Aliso Viejo was submitted and approved at the General Municipal election held in the City of Aliso Viejo on November 2, 2004.

Section 3. That the factors recommended are the percentage change in the California per capita personal income in the amount of 3.82% and the percentage change in population growth for the County of Orange in the amount of 1.08%.

Section 4. That the Appropriations Limit for the City of Aliso Viejo is established in accordance with the California Government Code and is \$34,245,483.

Section 5. That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2015.

William Phillips
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

CITY OF ALISO VIEJO
APPROPRIATIONS LIMIT WORK SHEET
CITYWIDE **POPULATION CALCULATION**
2015-2016

California Per Capita Income % Change over Prior Year	3.82%	
Population Change % Change over Prior Year (City)	0.53%	
Per Capita converted to a Ratio	1.0382	
Population converted to a Ratio	1.0053	
Calculation of Growth Factor	1.0437	
2014-2015 Appropriations Limit	\$32,633,003	
2015-2016 Appropriations Limit	<u>\$34,059,146</u>	(NOT-RECOMMENDED)

CITY OF ALISO VIEJO
APPROPRIATIONS LIMIT WORK SHEET
COUNTYWIDE **POPULATION CALCULATION**
2015-2016

California Per Capita Income % Change over Prior Year	3.82%	
Population Change % Change over Prior Year (County)	1.08%	
Per Capita converted to a Ratio	1.0382	
Population converted to a Ratio	1.0108	
Calculation of Growth Factor	1.0494	
2014-2015 Appropriations Limit	\$32,633,003	
2015-2016 Appropriations Limit	<u>\$34,245,483</u>	(RECOMMENDED)

CITY OF ALISO VIEJO

APPROPRIATIONS LIMIT WORK SHEET

NON-RESIDENTIAL NEW CONSTRUCTION CALCULATION

2015-2016

Non-Residential New Construction % Change over Prior Year	-3.00%	
Population Change % Change over Prior Year (County)	1.08%	
Non-Residential new construction converted to a Ratio	0.9700	
Population converted to a Ratio	1.0108	
Calculation of Growth Factor	0.9805	
2014-2015 Appropriations Limit	\$32,633,003	
2015-2016 Appropriations Limit	<u>\$31,996,130</u>	(NOT-RECOMMENDED)

CITY OF ALISO VIEJO

ANNUAL APPROPRIATIONS LIMIT

2015-2016

Fiscal Year	Appropriations Limit	Percentage Change
2001-2002 Base Year	9,700,000	Base Yr.
2002-2003 Adjusted Base	9,774,092	0.76%
2003-2004 Adjusted Base	10,341,870	5.81%
2004-2005 Adjusted Base	10,910,727	5.50%
2004-2005 Actual	10,493,809	-3.82%
2005-2006 Adjusted Base	12,795,601	21.93%
2006-2007 Adjusted Base	13,334,344	4.21%
2007-2008 Adjusted Base	13,954,603	4.65%
2008-2009 Adjusted Base	14,985,870	7.39%
2009-2010 Actual	18,492,058	23.40%
2010-2011 Actual	18,215,199	-1.50%
2011-2012 Actual	18,870,328	3.60%
2012-2013 Actual	27,710,088	46.84%
2013-2014 Actual	29,396,830	6.09%
2014-2015 Actual	32,633,003	11.01%
2015-2016 Actual	34,245,483	4.94%



EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2015

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2015, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2015-16. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2015-16 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2015.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

KEELY M. BOSLER
Chief Deputy Director

Attachment

May 2015

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

2015-16:

Per Capita Cost of Living Change = 3.82 percent
 Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.82 + 100}{100} = 1.0382$

Population converted to a ratio: $\frac{0.93 + 100}{100} = 1.0093$

Calculation of factor for FY 2015-16: $1.0382 \times 1.0093 = 1.0479$

Fiscal Year 2015-16

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2014-2015	1-1-14	1-1-15	1-1-2015
Orange				
Aliso Viejo	0.53	49,939	50,204	50,204
Anaheim	0.88	348,352	351,416	351,433
Brea	2.22	42,389	43,328	43,328
Buena Park	0.53	82,330	82,767	82,767
Costa Mesa	1.48	111,513	113,159	113,455
Cypress	0.63	48,874	49,184	49,184
Dana Point	0.52	34,031	34,208	34,208
Fountain Valley	0.58	56,690	57,021	57,021
Fullerton	0.66	140,120	141,042	141,042
Garden Grove	0.48	173,935	174,774	174,774
Huntington Beach	1.21	196,009	198,389	198,389
Irvine	3.18	242,676	250,384	250,384
Laguna Beach	0.59	23,219	23,355	23,355
Laguna Hills	0.47	30,848	30,994	30,994
Laguna Niguel	0.60	64,449	64,836	64,836
Laguna Woods	0.46	16,575	16,652	16,652
La Habra	0.61	61,705	62,079	62,079
Lake Forest	1.19	79,125	80,070	80,070
La Palma	0.47	15,890	15,965	15,965
Los Alamitos	0.46	11,725	11,779	11,779
Mission Viejo	1.40	95,320	96,652	96,652
Newport Beach	0.44	86,870	87,249	87,249
Orange	0.59	139,268	140,094	140,094
Placentia	0.66	52,084	52,427	52,427
Rancho Santa Margarita	0.62	48,823	49,125	49,125
San Clemente	0.82	64,865	65,399	65,399
San Juan Capistrano	0.93	35,891	36,223	36,223
Santa Ana	0.87	332,386	335,264	335,264
Seal Beach	0.45	24,022	24,131	24,684
Stanton	0.68	38,954	39,219	39,219
Tustin	1.60	78,347	79,601	79,601
Villa Park	0.47	5,932	5,960	5,960
Westminster	0.51	91,637	92,106	92,106
Yorba Linda	0.99	67,055	67,719	67,719
Unincorporated	2.10	121,458	124,014	124,014
County Total	1.08	3,113,306	3,146,789	3,147,655

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



County of Orange

MEMO

April 29, 2015

To: Eric Woolery

Auditor-Controller

From: Claude Parrish

Handwritten signature of Claude Parrish in cursive.

Assessor

Subject: Gann Spending Limit, Proposition 111: Nonresidential New Construction Considerations for 2015/16

In response to your memo request of April 1, 2015, please find attached the 2015/2016 Proposition 111 Report related to non-residential new construction data. Be careful how you interpret and use this information.

An addition to how the Gann spending limit (Proposition 111) may be calculated was passed by the voters in June of 1990 and it amended Article XIII B of the Constitution. It provides an alternate method for calculating the "Gann Limit" for each taxing jurisdiction. It changed the definition of "cost of living" in subdivision (e) of Section 8 of Article XIII B to be either:

- 1) The percentage change in California per capita personal income from the preceding year, or
- 2) The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

The information transmitted by this memorandum addresses the Assessor Department's assistance for item 2. Data is available and presented in this report for Roll years 2013/2014 and 2014/2015. We have generated by Tax Rate Area (TRA) the attached information for your use.

If you have questions, please call me at (714) 834-2734.

CP:kw

Attachments: 2015/2016 Proposition 111 Report, Roll Year Values and Calendar Year Nonresidential New Construction Data for Cities and County

cc: Honorable Board of Supervisors
Michael B. Giancola, County Executive Officer
Shaw Lin, Assessor Department, Manager, Management Services

Orange County Assessor
Proposition 111 Report

Prime TRA	Description	2013-14		2014-15		Non-Residential	Non-Residential
		Secured Roll Column A	Secured Roll Column B	Secured Roll Column C	Secured Roll Column D	New Construction 1/1/12 - 12/31/12	New Construction 1/1/13 - 12/31/13
01	ANAHEIM	\$ 37,787,920,080	\$ 39,485,191,811	\$ 139,874,176	\$ 121,072,847		
02	BREA	\$ 7,324,591,489	\$ 7,886,202,963	\$ 25,614,509	\$ 36,796,982		
03	FULLERTON	\$ 16,142,461,755	\$ 17,085,372,979	\$ 47,614,578	\$ 55,972,134		
04	HUNTINGTON BEACH	\$ 31,201,544,844	\$ 33,113,028,218	\$ 40,992,584	\$ 30,580,574		
05	LAGUNA BEACH	\$ 11,325,243,634	\$ 12,088,448,785	\$ 2,132,119	\$ 2,093,843		
06	LA HABRA	\$ 4,997,605,260	\$ 5,307,485,269	\$ 13,794,565	\$ 6,020,869		
07	NEWPORT BEACH	\$ 42,289,049,167	\$ 44,686,660,686	\$ 41,645,400	\$ 265,594,972		
08	ORANGE	\$ 18,686,488,228	\$ 19,633,111,096	\$ 176,151,704	\$ 33,978,951		
09	PLACENTIA	\$ 5,233,823,897	\$ 5,533,740,918	\$ 14,722,153	\$ 419,728		
10	SAN CLEMENTE	\$ 12,929,107,639	\$ 13,749,255,855	\$ 8,081,245	\$ 4,687,411		
11	SANTA ANA	\$ 21,876,376,214	\$ 22,826,562,044	\$ 19,668,012	\$ 23,945,768		
12	SEAL BEACH	\$ 4,921,998,063	\$ 5,225,153,602	\$ 10,516,759	\$ 5,325,642		
13	TUSTIN	\$ 10,301,068,423	\$ 10,830,097,170	\$ 10,219,036	\$ 53,547,078		
14	BUENA PARK	\$ 7,928,188,676	\$ 8,325,584,251	\$ 17,936,364	\$ 21,175,948		
15	COSTA MESA	\$ 15,229,863,871	\$ 15,942,777,135	\$ 32,295,128	\$ 26,003,035		
16	LA PALMA	\$ 1,787,852,462	\$ 1,862,696,276	\$ 3,414,948	\$ 1,957,433		
17	STANTON	\$ 2,216,566,822	\$ 2,360,351,436	\$ 644,482	\$ 6,180,887		
18	GARDEN GROVE	\$ 12,946,827,376	\$ 13,702,327,640	\$ 2,916,115	\$ 2,150,685		
19	CYPRESS	\$ 5,841,360,343	\$ 6,089,882,664	\$ 2,748,388	\$ 1,983,334		
20	WESTMINSTER	\$ 7,395,745,782	\$ 7,795,549,346	\$ 10,491,970	\$ 10,399,629		
21	FOUNTAIN VALLEY	\$ 7,562,451,705	\$ 8,166,586,838	\$ 24,403,984	\$ 143,941,708		
22	LOS ALAMITOS	\$ 1,762,747,668	\$ 1,846,574,366	\$ 794,857	\$ 10,071,786		
23	SAN JUAN CAPISTRANO	\$ 6,363,501,876	\$ 6,824,474,299	\$ 13,404,523	\$ 32,902,407		
24	VILLA PARK	\$ 1,479,120,045	\$ 1,540,513,595	\$ 96,246	\$ 1,078,641		
25	YORBA LINDA	\$ 12,185,666,474	\$ 13,010,007,493	\$ 2,378,323	\$ 5,996,809		
26	IRVINE	\$ 50,857,006,580	\$ 55,455,279,298	\$ 97,399,402	\$ 243,437,561		
27	MISSION VIEJO	\$ 14,031,824,239	\$ 14,903,720,746	\$ 10,718,483	\$ 6,211,540		
28	DANA POINT	\$ 9,201,616,018	\$ 9,868,786,353	\$ 1,531,112	\$ 1,700,379		
29	LAGUNA NIGUEL	\$ 12,554,633,315	\$ 13,404,903,920	\$ 6,281,824	\$ 21,577,592		
30	LAKE FOREST	\$ 10,864,512,311	\$ 11,369,405,308	\$ 13,008,971	\$ 6,110,930		
31	LAGUNA HILLS	\$ 5,654,548,243	\$ 5,961,883,890	\$ 21,103,190	\$ 2,014,053		
32	LAGUNA WOODS	\$ 2,234,071,046	\$ 2,424,488,441	\$ -	\$ -		
33	RANCHO SANTA MARGARITA	\$ 6,821,577,316	\$ 7,271,928,490	\$ 16,024,788	\$ 7,684,133		
34	ALISO VIEJO	\$ 7,998,813,388	\$ 8,595,150,076	\$ 22,919,276	\$ 5,033,768		
52	ORANGE CO -ANAHEIM AREA	\$ -	\$ -	\$ -	\$ -		
53	ORANGE CO - BREA OLINDA AREA	\$ 574,647,995	\$ 586,177,340	\$ 2,646,408	\$ -		
54	ORANGE CO -BUENA PARK	\$ 32,132,389	\$ 34,904,309	\$ -	\$ -		
55	ORANGE CO - NEWPORT MESA AREA	\$ 171,420,264	\$ 177,039,222	\$ -	\$ -		
61	ORANGE CO -FULLERTON AREA	\$ -	\$ -	\$ -	\$ -		
62	ORANGE CO -GARDEN GROVE AREA	\$ 117,137,579	\$ 125,618,189	\$ -	\$ -		
64	ORANGE CO - HUNTINGTON BEACH	\$ 60,036,765	\$ 59,604,268	\$ -	\$ -		
66	ORANGE CO -LAGUNA BEACH AREA	\$ 1,514,511,545	\$ 1,616,091,667	\$ -	\$ 33,484		
67	ORANGE CO -LA HABRA AREA	\$ 33,496,276	\$ 37,952,089	\$ -	\$ -		
68	ORANGE CO - LOS ALAMITOS AREA	\$ 1,729,927,220	\$ 1,829,473,672	\$ -	\$ -		
70	ORANGE CO -LOWELL JOINT	\$ 83,015,752	\$ 88,306,763	\$ -	\$ -		
71	ORANGE CO -MAGNOLIA	\$ 512,833,473	\$ 549,804,471	\$ -	\$ -		
73	ORANGE CO -OCEAN VIEW	\$ 95,253,401	\$ 97,047,244	\$ -	\$ 11,620		
76	ORANGE CO - ORANGE AREA	\$ 1,400,730,747	\$ 1,461,320,305	\$ -	\$ -		
80	ORANGE CO - PLACENTIA AREA	\$ 405,309,593	\$ 435,355,614	\$ -	\$ -		
81	ORANGE CO - IRVINE AREA	\$ 39,750,016	\$ 39,975,748	\$ -	\$ -		
82	ORANGE CO - CAPISTRANO AREA	\$ 9,873,306,105	\$ 10,751,156,149	\$ 10,568,277	\$ 891,908		
83	ORANGE CO - SANTA ANA AREA	\$ 201,343,938	\$ 261,066,990	\$ 927,333	\$ 9,360		
84	ORANGE CO -SAVANNA	\$ -	\$ -	\$ -	\$ -		
88	ORANGE CO - SADDLEBACK VALLEY	\$ 441,370,714	\$ 443,445,730	\$ 1,672,375	\$ 399,865		
89	ORANGE CO - TUSTIN AREA	\$ 4,542,131,441	\$ 4,744,543,742	\$ 18,960	\$ -		
91	ORANGE CO - WESTMINSTER AREA	\$ 420,047,515	\$ 444,350,341	\$ 7,000	\$ -		
	Unspecified	\$ 9,716,915	\$ -	\$ -	\$ -		
COUNTY TOTALS		\$ 450,193,893,892	\$ 477,956,417,110	\$ 867,379,567	\$ 1,198,995,294		

PERCENTAGE CHANGE IN NON-RESIDENTIAL NEW CONSTRUCTION: 1.19% Calculation: (Column D-C)/(Column B-A)

City of Aliso Viejo

CITY COUNCIL

AGENDA ITEM



DATE: June 17, 2015

TO: Mayor and City Council

FROM: Albert Armijo, Director of Planning Services
Erica Roess, Senior Planner

SUBJECT: FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH ROSENOW SPEVACEK GROUP (RSG), INC. FOR AFFORDABLE
HOUSING IMPLEMENTATION SERVICES

RECOMMENDED ACTION

Approve the First Amendment to Professional Services Agreement between the City of Aliso Viejo and Rosenow Spevacek Group (RSG), Inc. for Affordable Housing Implementation Services.

FISCAL IMPACT

The original three-year Agreement (July 1, 2012 – June 30, 2015) was approved for \$30,000 a year, for (3) three years, for a total of \$90,000. Of that \$90,000, \$65,400.52 has been spent on affordable housing loan eligibility review, loan document preparation, ownership re-certification, and the administration of the City purchase and sale of an affordable unit.

In addition, a total of 10% of the contract amount could be utilized for services not specifically identified in the contract. Of that \$9,000, a total of \$6,897.50 was spent to provide the City with an in-lieu analysis during the Vantis Development Agreement negotiations to determine the cost of developing a low-income or very-low income unit, as well as an expansion of this analysis to assist staff in the development of incentives for very-low income housing.

For this first amendment, staff is requesting that the contract be extended for another year for \$30,000.

BACKGROUND

Initially, RSG's billing for loan eligibility review was fully reimbursable by Shea Homes when an initial buyer was placed in one of the fifty-eight (58) affordable units (Glenwood – 43 and Vantis – 15). Additionally, upon closing of escrow, Shea Homes (and the subsequent sellers) pay the City a "Housing Administration Contribution" in an amount

equal to 5% of the Annual Median Income ("AMI") appropriate for the presumed family size to pay for the City's administrative and monitoring costs. To date, \$242,655 has been deposited in the Housing Administration Contribution fund, which is a combination of Shea Homes' initial contributions as well as the seller payment for each subsequent sale.

DISCUSSION

With this amendment to RSG's contract, RSG will continue to provide affordable housing implementation services. The first amendment as well as the original Agreement is attached.

Prepared by:

Reviewed by:

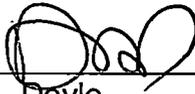


Erica Roess
Senior Planner



Albert Armijo
Director of Planning Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments:

1. First Amendment to Professional Services Agreement between the City of Aliso Viejo and Rosenow Spevacek Group (RSG), Inc. for Affordable Housing Implementation Services
2. Professional Services Agreement between the City of Aliso Viejo and Rosenow Spevacek Group (RSG), Inc. for Affordable Housing Implementation Services

CITY OF ALISO VIEJO
FIRST AMENDMENT TO
AGREEMENT FOR
AFFORDABLE HOUSING IMPLEMENTATION SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Affordable Housing Implementation Services ("First Amendment") is entered into on the 1st day of July, 2015, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and Rosenow Spevacek Group, Inc. (RSG) a California corporation, with its principal place of business at 309 West4 Street, Santa Ana, California, 92701 (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Affordable Housing Implementation Services dated July 12, 2012 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term provided in Section 3.1.2 and adjust the compensation provided in Section 3.3.1.

3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from July 1, 2015 to June 30, 2016, unless earlier terminated as provided in the Agreement.

3.2 Compensation. The total compensation for the Services provided pursuant to this First Amendment shall not exceed Thirty Thousand Dollars (\$30,000) without written approval of the City Manager.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Affordable Housing Implementation Services on this 17th day of June, 2015.

CITY OF ALISO VIEJO

ROSENOW SPEVACEK GROUP (RSG)

By: _____
David Doyle
City Manager

By: _____

Name: _____

Title: _____

Attest:

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary, **AND** CORPORATE SEAL OF CONSULTANT REQUIRED]

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____

Name: _____

Title: _____

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Gina Tharani
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

NONE

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Santa Ana, CA

City/County/State

Rosenow Spevacek Group, Inc.

Name of Bt


Signature

6/3/2015

Date

Alexa Smittle

Print Name

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
AFFORDABLE HOUSING IMPLEMENTATION SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of July, 2012, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Rosenow Spevacek Group, Inc. (RSG)** a California corporation, with its principal place of business at **309 West 4th Street, Santa Ana, California, 92701** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **affordable housing implementation** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **affordable housing implementation** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **eligibility review and compliance monitoring for affordable housing units** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **affordable housing implementation** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2012 to June 30, 2015** unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional

one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Felise Acosta, Principal and Becky Caha, Associate.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **Albert Armijo, Director of Planning Services** or his designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Felise Acosta, Principal** or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Contractors Pollution Liability:** (Include this clause if there is a pollution liability exposure.)

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (e) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 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 approval.

(A) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties 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.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and 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, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Verification of Funds. Pursuant to City Council Policy 300-5, if the Services are for an applicant-initiated project for which a deposit account has been established with the City, Consultant shall verify with the City's Representative that sufficient funds are available in City's deposit account for that project before the commencement of any work or services and periodically as the Services progress.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Ninety Thousand Dollars (\$90,000) (\$30,000.00 per year)** ("Total

Compensation”) without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

The City Manager may approve Extra Work, provided the cost of the Extra Work, does not exceed ten percent (10%) of the Total Compensation as set forth in Section 3.3.1, for a total increase of \$99,000.00. Any Extra Work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall 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.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such

records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Rosenow Spevacek Group (RSG)
 309 West 4th Street
 Santa Ana, CA 92701
 Attn: **Felice Acosta, Principal**

City:

City of Aliso Viejo
 12 Journey, Suite 100
 Aliso Viejo, CA 92656
 Attn: **Albert Armijo, Director of Planning Services**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Representative a statement signed by Consultant and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Consultant or any of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.7.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all

legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.5.24 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for **affordable housing implementation services** on this 12th day of July, 2012.

CITY OF ALISO VIEJO

ROSENOW SPEVACEK GROUP (RSG)

By: Mark Pulone
Mark Pulone, City Manager

By: Felise Acosta
Name: Felise Acosta
Title: President

Attest:

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary, AND CORPORATE SEAL OF CONSULTANT REQUIRED]

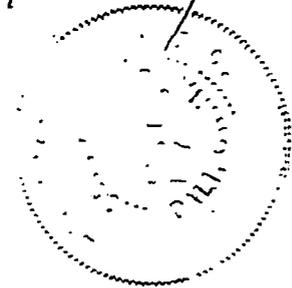
By: Susan A. Ramos
Susan A. Ramos 7-12-12
City Clerk

By: Jim Swain
Name: Jim Swain
Title: Vice President / Secretary

Approved as to Form:

BEST BEST & KRIEGER LLP

By: [Signature]
Best Best & Krieger LLP
City Attorney



Approved as to Compliance with Budget:

By: Gina Tharani
Gina Tharani
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

none

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Santa Ana, Orange Co, Calif

City/County/State

9-2-2012

Date

Rosenow-Spevak Group, Inc

Name of Business

Felise Acosta

Print Name

Felise Acosta

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

EXHIBIT "A"**SCOPE OF SERVICES**

For the "first" sale coordination with Shea Homes and the City of Aliso Viejo as well as subsequent sales in coordination with the City of Aliso Viejo, RSG, Inc. will conduct the eligibility review and verify that the applicant meets program requirements and that supporting income documentation is complete and accurate. RSG, Inc. will prepare a loan summary (covenant documents), as well as coordinate escrow activities, including City execution of all documents. RSG, Inc. will also monitor the close of escrow and document recordation.

RSG, Inc. will provide the City representative with general administrative services to ensure owner compliance of the affordable housing covenant restriction requirements.

RSG, Inc. will be responsible for the annual monitoring of the occupancy of the affordable units to ensure that the units are owner occupied and no transfer has taken place. RSG, Inc. will prepare an annual report outlining the specifics of the annual monitoring endeavor, as well as outlining any remediation activities that will need to take place in order to ensure compliance with the occupancy requirements of this program.

EXHIBIT "B"
SCHEDULE OF SERVICES

Services will be performed as directed by the City's representative.

EXHIBIT "C"
COMPENSATION

Homebuyer Review and Document Preparation: Eligibility Review	\$325.00 per loan
Loan Document Preparation / Processing Fee	\$350.00 per loan
General Administration and Occupancy Monitoring:	
Principal / Director	\$210.00 per hour
Associate	\$150.00 per hour
Analyst	\$115.00 per hour
Research Assistant	\$100.00 per hour
Clerical	\$60.00 per hour
Reimbursable Expenses	Cost plus 10%

RSG, Inc. does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, RSG, Inc. does charge for messenger services, overnight shipping/express mail costs, and teleconferencing services. Additionally, RSG, Inc. charges for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the hourly rates and fees set forth above may be adjusted each year at the time of renewal described in Exhibit "C" in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015

TO: Mayor and City Council

FROM: Sarah Barker, Emergency Management Coordinator
Lt. MacPherson, Chief of Police Services

SUBJECT: Agreement with County of Orange for the (POD) Exercise

Recommended Action:

Approve the Agreement for Provision of Point of Dispensing Site Services Between the County of Orange and the City of Aliso Viejo from July 1, 2015 through June 30, 2018.

Fiscal Impact:

Approving the agreement allows the County of Orange to reimburse the City of Aliso Viejo for personnel expenses generated from the Point of Dispensing full scale exercise.

Background:

The Orange County Health Care Agency (OCHCA) serves as the lead agency in collaborating with cities to establish mass medication dispensing and mass vaccination services in Orange County in order to effectively respond to a large scale public health incident. Mass dispensing and mass vaccination are considered to be effective strategies for reducing the number of illnesses and deaths by providing lifesaving medications or vaccines to the public in large quantities over a short period of time. The mechanism to distribute medications and vaccines is known as a Point of Dispensing (POD) site. Establishing PODs and conducting full-scale exercises is the strategy employed to prepare Orange County and the City of Aliso Viejo in the event of a health disaster. The City of Aliso Viejo houses one of the POD sites at Soka University.

Discussion:

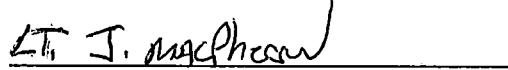
As part of the POD program, the City participated in OCHCA-led trainings and workshops in order to identify, assess, develop, and evaluate a POD site plan. The City received grant funds through OCHCA for establishing the POD site and for conducting a full-scale exercise in 2007. The POD exercise, held on November 2, 2007, established a joint operations system that delivered over 1,000 flu vaccines to the general public in a 4 hour operational period. Agency coordination included staff from the City of Aliso Viejo, OCHCA, Orange County Sheriff's Department, and Orange County Fire Authority.

As part of the HCA's 2015 POD Planning and Exercise Program, the City has volunteered to assist in coordinating a full scale exercise at Soka University. The effort will be similar to the 2007 POD exercise and will include training and workshops for all agencies involved.

At this time it is necessary to execute the Agreement between the City and the County for reimbursement of City staff time for POD planning and exercise services. The planning process will begin in July, and culminate with a full-scale POD exercise at Soka University on October 16, 2015.



Sarah Barker
Emergency Management Coordinator



Lt. MacPherson
Chief of Police Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attached: Agreement for Provision of Point of Dispensing Site Services between the County of Orange and the City of Aliso Viejo from July 1, 2015 through June 30, 2018

1 AGREEMENT FOR PROVISION OF
2 POINT OF DISPENSING SITE SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CITY OF ALISO VIEJO
7 JULY 1, 2015 THROUGH JUNE 30, 2018
8

9 THIS AGREEMENT entered into this 1st day of July 2015, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and CITY OF ALISO
11 VIEJO, a California local government agency (CONTRACTOR). This Agreement shall be administered
12 by the County of Orange Health Care Agency (ADMINISTRATOR).
13

14 WITNESSETH:
15

16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Point of
17 Dispensing Site Services described herein to the residents of Orange County; and

18 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
19 conditions hereinafter set forth:

20 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1	<u>CONTENTS</u>	
2	<u>PARAGRAPH</u>	<u>PAGE</u>
3	Title Page.....	1
4	Contents.....	2
5	Referenced Contract Provisions	4
6	I. Acronyms	5
7	II. Alteration of Terms.....	6
8	III. Assignment of Debts.....	6
9	IV. Compliance	6
10	V. Confidentiality.....	9
11	VI. Delegation, Assignment and Subcontracts.....	10
12	VII. Employee Eligibility Verification	11
13	VIII. Equipment	11
14	IX. Expenditure and Revenue Report.....	12
15	X. Facilities, Payments and Services.....	12
16	XI. Indemnification and Insurance	13
17	XII. Inspections and Audits.....	16
18	XIII. Licenses and Laws	18
19	XIV. Literature, Advertisements, and Social Media.....	19
20	XV. Maximum Obligation.....	19
21	XVI. Nondiscrimination.....	19
22	XVII. Notices.....	21
23	XVIII. Notification Of Public Events And Meetings	22
24	XIX. Records Management and Maintenance	22
25	XX. Research and Publication.....	23
26	XXI. Right to Work and Minimum Wage Laws.....	23
27	XXII. Severability.....	24
28	XXIII. Special Provisions.....	24
29	XXIV. Status of Contractor	25
30	XXV. Term	25
31	XXVI. Termination	25
32	XXVII. Third Party Beneficiary	27
33	XXVIII. Waiver of Default or Breach.....	27
34	Signature Page.....	28
35	//	
36	//	
37	//	

CONTENTS

1
2
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4
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EXHIBIT A **PAGE**
POD Services 1

EXHIBIT B **PAGE**
I. Definitions..... 1
II. Payments 2

EXHIBIT C **PAGE**
I. POD Planning Services..... 1
II. Services to be Provided..... 1

EXHIBIT D **PAGE**
I. POD Exercise Services 1
II. Services to be Provided..... 1

REFERENCED CONTRACT PROVISIONS

1
2
3
4
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Master Agreement Term: July 1, 2015 through June 30, 2018

Contractor Term:

POD Planning Services

POD Exercise Services July 1, 2015 through June 30, 2016

Total Aggregate Maximum Obligation \$750,000

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

County of Orange
Health Care Agency
Program Manager
Health Disaster Management Division
405 West 5th Street, Suite 310
Santa Ana, CA 92701

CONTRACTOR: City of Aliso Viejo
Sarah Baker
12 Journey Avenue
Aliso Viejo, CA 92656

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

- A. ARRA American Recovery and Reinvestment Act
- B. ASRS Alcohol and Drug Programs Reporting System
- C. CCC California Civil Code
- D. CCR California Code of Regulations
- E. CEO County Executive Office
- F. CFR Code of Federal Regulations
- G. CHPP COUNTY HIPAA Policies and Procedures
- H. CHS Correctional Health Services
- I. COI Certificate of Insurance
- J. D/MC Drug/Medi-Cal
- K. DHCS Department of Health Care Services
- L. DPFS Drug Program Fiscal Systems
- M. DRS Designated Record Set
- N. ePHI Electronic Protected Health Information
- O. GAAP Generally Accepted Accounting Principles
- P. HCA Health Care Agency
- Q. HHS Health and Human Services
- R. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
- S. HSC California Health and Safety Code
- T. ISO Insurance Services Office
- U. MHP Mental Health Plan
- V. OCJS Orange County Jail System
- W. OCPD Orange County Probation Department
- X. OCR Office for Civil Rights
- Y. OCSD Orange County Sheriff's Department
- Z. OIG Office of Inspector General
- AA. OMB Office of Management and Budget
- AB. OPM Federal Office of Personnel Management
- AC. PA DSS Payment Application Data Security Standard
- AD. PC State of California Penal Code
- AE. PCI DSS Payment Card Industry Data Security Standard
- AF. PHI Protected Health Information
- AG. PII Personally Identifiable Information

- 1 AH. PRA Public Record Act
- 2 AI. SIR Self-Insured Retention
- 3 AJ. The HITECH Act The Health Information Technology for Economic and Clinical Health
- 4 Act, Public Law 111-005
- 5 AK. USC United States Code
- 6 AL. WIC State of California Welfare and Institutions Code

7

8 **II. ALTERATION OF TERMS**

9 A. This Agreement, together with Exhibits A, B, C, and D, attached hereto and incorporated
 10 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to
 11 the subject matter of this Agreement.

12 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
 13 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
 14 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
 15 been formally approved and executed by both parties.

16

17 **III. ASSIGNMENT OF DEBTS**

18 Unless this Agreement is followed without interruption by another Agreement between the parties
 19 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 20 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 21 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
 22 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
 23 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
 24 said persons, shall be immediately given to COUNTY.

25

26 **IV. COMPLIANCE**

27 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring
 28 adherence to all rules and regulations related to federal and state health care programs.

29 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
 30 policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General
 31 Compliance Trainings.

32 2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of
 33 Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct
 34 have been verified to include all required elements by ADMINISTRATOR’s Compliance Officer as
 35 described in subparagraphs below.

36 3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct;
 37 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award

1 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
 2 Compliance Program and Code of Conduct.

3 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
 4 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures
 5 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
 6 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program
 7 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to
 8 meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and
 9 Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain
 10 all required elements.

11 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 12 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
 13 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 14 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

15 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
 16 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
 17 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
 18 grounds for termination of this Agreement as to the non-complying party.

19 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 20 procedures and screen all Covered Individuals employed or retained to provide services related to this
 21 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
 22 Screening shall be conducted against the General Services Administration's Excluded Parties List
 23 System or System for Award Management, the Health and Human Services/Office of Inspector General
 24 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
 25 List and/or any other as identified by the ADMINISTRATOR.

26 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
 27 provide health care items or services or who perform billing or coding functions on behalf of
 28 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 29 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 30 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 31 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 32 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 33 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
 34 procedures.

35 2. An Ineligible Person shall be any individual or entity who:

36 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 37 federal and state health care programs; or

1 b. has been convicted of a criminal offense related to the provision of health care items or
 2 services and has not been reinstated in the federal and state health care programs after a period of
 3 exclusion, suspension, debarment, or ineligibility.

4 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 6 Agreement.

7 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
 8 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
 9 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
 10 State of California health programs and have not been excluded or debarred from participation in any
 11 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
 12 any Ineligible Person in their employ or under contract.

13 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 15 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
 16 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
 17 Ineligible Person.

18 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
 19 federal and state funded health care services by contract with COUNTY in the event that they are
 20 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
 21 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 22 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 23 business operations related to this Agreement.

24 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 25 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
 26 screened. Such individual or entity shall be immediately removed from participating in any activity
 27 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
 28 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
 29 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
 30 overpayment is verified by the ADMINISTRATOR.

31 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
 32 and Provider Compliance Training, where appropriate, available to Covered Individuals.

33 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
 34 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
 35 representative to complete all Compliance Trainings when offered.

36 2. Such training will be made available to Covered Individuals within thirty (30) calendar
 37 days of employment or engagement.

1 3. Such training will be made available to each Covered Individual annually.

2 4. Each Covered Individual attending training shall certify, in writing, attendance at
3 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
4 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

5 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

6 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
7 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
8 and are consistent with federal, state and county laws and regulations.

9 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
10 for payment or reimbursement of any kind.

11 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
12 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes
13 which accurately describes the services provided and must ensure compliance with all billing and
14 documentation requirements.

15 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
16 coding of claims and billing, if and when, any such problems or errors are identified.

17 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
18 days after the overpayment is verified by the ADMINISTRATOR.

19
20 V. CONFIDENTIALITY

21 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
22 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
23 regulations, as they now exist or may hereafter be amended or changed.

24 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
25 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
26 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
27 confidentiality of any and all information and records which may be obtained in the course of providing
28 such services. This Agreement shall specify that it is effective irrespective of all subsequent
29 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
30 authorized agent, employees, consultants, subcontractors, volunteers and interns.

31 C. If CONTRACTOR is a public institution, COUNTY understands and agrees the
32 CONTRACTOR is subject to the provisions of the California Public Records Act. In the event
33 CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect
34 of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to
35 releasing such information.

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VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 2 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract
 3 subsequently fails to meet the requirements of this Agreement or any provisions that
 4 ADMINISTRATOR has required.

5 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
 6 pursuant to this Agreement.

7 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
 8 amounts claimed for subcontracts not approved in accordance with this paragraph.

9 4. This provision shall not be applicable to service agreements usually and customarily
 10 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
 11 services provided by consultants.

12
 13 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

14 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
 15 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
 16 and consultants performing work under this Agreement meet the citizenship or alien status requirement
 17 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 18 subcontractors, and consultants performing work hereunder, all verification and other documentation of
 19 employment eligibility status required by federal or state statutes and regulations including, but not
 20 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 21 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 22 covered employees, subcontractors, and consultants for the period prescribed by the law.

23
 24 **VIII. EQUIPMENT**

25 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 26 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 27 Administrator to assist in performing the services described in this Agreement. "Relatively Permanent"
 28 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over,
 29 including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 30 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 31 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
 32 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
 33 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 34 depreciated according to GAAP.

35 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any
 36 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
 37 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting

1 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 2 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 3 purchased asset in an Equipment inventory.

4 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
 5 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
 6 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
 7 is purchased. Title of expensed Equipment shall be vested with COUNTY.

8 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 9 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
 10 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,
 11 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
 12 cost, if any.

13 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 14 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
 15 or all Equipment to COUNTY.

16 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
 17 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
 18 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
 19 Equipment are moved from one location to another or returned to COUNTY as surplus.

20 G. Unless this Agreement is followed without interruption by another agreement between the
 21 parties for substantially the same type and scope of services, at the termination of this Agreement for
 22 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
 23 this Agreement.

24 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
 25 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

26
 27 **IX. EXPENDITURE AND REVENUE REPORT**

28 A. No later than sixty (60) calendar days following termination of each period or fiscal year of this
 29 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
 30 Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in
 31 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

32 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
 33 of this Agreement.

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 35 **X. FACILITIES, PAYMENTS AND SERVICES**

36 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
 37 Exhibit(s) A, B, C, and D to this Agreement. COUNTY shall compensate, and authorize, when

1 applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
 2 Agreement with at least the minimum number and type of staff which meet applicable federal and state
 3 requirements, and which are necessary for the provision of the services hereunder.

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 5 **XI. INDEMNIFICATION AND INSURANCE**

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

16 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
 17 and/or agents harmless from any claims, demands, or liability of any kind or nature, including but not
 18 limited to personal injury or property damage, arising from or related to the services, products or other
 19 performance provided by COUNTY pursuant to this Agreement. If judgment is entered against
 20 COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active
 21 negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned
 22 as determined by the court. Neither party shall request a jury apportionment.

23 C. Each party agrees to provide the indemnifying party with written notification of any claim
 24 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
 25 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
 26 each party shall cooperate with the indemnifying party in its defense.

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

34 E. Contractor shall ensure that all subcontractors performing work on behalf of CONTRACTOR
 35 pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional
 36 Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 37 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less

1 than the level of coverage required by COUNTY from CONTRACTOR under this agreement. It is the
 2 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
 3 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
 4 insurance must be maintained by CONTRACTOR through the entirety of this agreement for inspection
 5 by COUNTY representative(s) at any reasonable time.

6 F. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of
 7 Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0)
 8 by the appropriate line of coverage.

9 G. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
 10 contract, COUNTY may terminate this contract.

11 H. QUALIFIED INSURER

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

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

20 3. The policy or policies of insurance maintained by CONTRACTOR shall provide the
 21 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

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1 I. REQUIRED COVERAGE FORMS

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

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

6 J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
7 following endorsements, which shall accompany the Certificate of Insurance:

8 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
9 as broad naming the County of Orange its elected and appointed officials, officers, agents and
10 employees as Additional Insureds.

11 2. A primary non-contributing endorsement evidencing that the Contractor's insurance is
12 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
13 non-contributing.

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

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

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

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

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

28 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
29 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
30 made to the next qualified vendor.

31 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
32 insurance of any of the above insurance types throughout the term of this contract. Any increase or
33 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
34 adequately protect COUNTY.

35 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
36 Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with
37 COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this contract may

1 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
 2 remedies.

3 S. The procuring of such required policy or policies of insurance shall not be construed to limit
 4 CONTRACTORs liability hereunder nor to fulfill the indemnification provisions and requirements of
 5 this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

6 T. SUBMISSION OF INSURANCE DOCUMENTS

7 1. The COI and endorsements shall be provided to COUNTY as follows:

8 a. Prior to the start date of this Agreement.

9 b. No later than the expiration date for each policy.

10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 11 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

12 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
 13 in the Referenced Contract Provisions of this Agreement.

14 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 15 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
 16 have sole discretion to impose one or both of the following:

17 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 18 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 19 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 20 submitted to ADMINISTRATOR.

21 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
 22 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
 23 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 24 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

25 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
 26 CONTRACTOR's monthly invoice.

27 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 28 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
 29 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

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 31 **XII. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 33 of the State of California, the Secretary of the United States Department of Health and Human Services,
 34 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 35 access to any books, documents, and records, including but not limited to, financial statements, general
 36 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 37 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an

1 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
2 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
3 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
4 premises in which they are provided.

5 B. CONTRACTOR shall actively participate and cooperate with any person specified in
6 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
7 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
8 evaluation or monitoring.

9 C. AUDIT RESPONSE

10 1. Following an audit report, in the event of non-compliance with applicable laws and
11 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
12 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
13 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
14 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

15 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
16 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
17 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
18 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
19 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
20 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
21 reimbursement due COUNTY.

22 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
23 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
24 may be required during the term of this Agreement.

25 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
26 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
27 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
28 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

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XIII. LICENSES AND LAWS

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2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
5 required by the laws, regulations and requirements of the United States, the State of California,
6 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
7 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
8 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
9 and exemptions. Said inability shall be cause for termination of this Agreement.

10 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
12 of the award of this Agreement:

13 a. In the case of an individual contractor, his/her name, date of birth, social security
14 number, and residence address;

15 b. In the case of a contractor doing business in a form other than as an individual, the
16 name, date of birth, social security number, and residence address of each individual who owns an
17 interest of ten percent (10%) or more in the contracting entity;

18 c. A certification that CONTRACTOR has fully complied with all applicable federal and
19 state reporting requirements regarding its employees;

20 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
21 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

22 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
23 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
24 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
25 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
26 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
27 grounds for termination of this Agreement.

28 3. It is expressly understood that this data will be transmitted to governmental agencies
29 charged with the establishment and enforcement of child support orders, or as permitted by federal
30 and/or state statute.

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XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XV. MAXIMUM OBLIGATION

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Point of Dispensing Site Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for

1 employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex,
 2 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
 3 mental disability.

4 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
 5 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
 6 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
 7 for training, including apprenticeship.

8 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 9 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 10 the provision of benefits.

11 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
 12 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
 13 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

14 5. All solicitations or advertisements for employees placed by or on behalf of
 15 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 16 for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex,
 17 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
 18 mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

19 6. Each labor union or representative of workers with which CONTRACTOR and/or
 20 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 21 notice advising the labor union or workers' representative of the commitments under this
 22 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
 23 employees and applicants for employment.

24 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 25 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 26 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 27 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 28 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 29 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 30 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 31 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 32 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 33 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 34 limited to the following based on one or more of the factors identified above:

35 1. Denying a client or potential client any service, benefit, or accommodation.

36 2. Providing any service or benefit to a client which is different or is provided in a different
 37 manner or at a different time from that provided to other clients.

1 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
2 others receiving any service or benefit.

3 4. Treating a client differently from others in satisfying any admission requirement or
4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
5 any service or benefit.

6 5. Assignment of times or places for the provision of services.

7 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
8 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
9 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
10 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

11 1. Whenever possible, problems shall be resolved informally and at the point of service.
12 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
13 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
14 CONTRACTOR either orally or in writing.

15 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
16 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

17 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
18 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
19 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101
20 et seq.),as applicable, pertaining to the prohibition of discrimination against qualified persons with
21 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
22 seq., as they exist now or may be hereafter amended together with succeeding legislation.

23 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
24 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
25 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
26 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
27 enforce rights secured by federal or state law.

28 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
29 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
30 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
31 state or county funds.

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33 **XVII. NOTICES**

34 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
35 authorized or required by this Agreement shall be effective:

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1 1. When written and deposited in the United States mail, first class postage prepaid and
2 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
3 by ADMINISTRATOR;

4 2. When faxed, transmission confirmed;

5 3. When sent by Email; or

6 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
7 Service, or other expedited delivery service.

8 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
9 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
10 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
11 Parcel Service, or other expedited delivery service.

12 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
13 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
14 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
15 damage to any COUNTY property in possession of CONTRACTOR.

16 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
17 ADMINISTRATOR.

18
19 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

20 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
21 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
22 clients or occur in the normal course of business.

23 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
24 of any applicable public event or meeting. The notification must include the date, time, duration,
25 location and purpose of public event or meeting. Any promotional materials or event related flyers must
26 be approved by ADMINISTRATOR prior to distribution.

27
28 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

29 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
30 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
31 accordance with this Agreement and all applicable requirements.

32 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
33 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

34 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
35 preparation, and confidentiality of records related to participant, client and/or patient records are met at
36 all times.

37 //

1 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
2 commencement of the contract, unless a longer period is required due to legal proceedings such as
3 litigations and/or settlement of claims.

4 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
5 billings, and revenues available at one (1) location within the limits of the County of Orange.

6 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
7 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
8 CONTRACTOR.

9 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
10 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

11 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
12 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
13 all information that is requested by the PRA request.

14
15 **XX. RESEARCH AND PUBLICATION**

16 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
17 result of this Agreement for the purpose of personal publication.

18
19 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

20 A. In accordance with the United States Immigration Reform and Control Act of 1986,
21 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
22 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
23 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
24 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
25 identity of their employees and their eligibility for employment in the United States.

26 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
27 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
28 federal or California Minimum Wage to all its employees that directly or indirectly provide services
29 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
30 all its contractors or other persons providing services pursuant to this Agreement on behalf of
31 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
32 Wage.

33 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
34 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
35 pursuant to providing services pursuant to this Agreement.

36 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
37 where applicable, shall comply with the prevailing wage and related requirements, as provided for in

1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
2 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

3
4 **XXII. SEVERABILITY**

5 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
6 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
7 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
8 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
9 in full force and effect, and to that extent the provisions of this Agreement are severable.

10
11 **XXIII. SPECIAL PROVISIONS**

12 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
13 purposes:

- 14 1. Making cash payments to intended recipients of services through this Agreement.
- 15 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
16 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
17 use of appropriated funds to influence certain federal contracting and financial transactions).
- 18 3. Fundraising.
- 19 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
20 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 21 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
22 services.
- 23 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
24 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
25 salary advances or giving bonuses to CONTRACTOR's staff.
- 26 7. Paying an individual salary or compensation for services at a rate in excess of the current
27 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
28 Schedule may be found at www.opm.gov.

- 29 8. Severance pay for separating employees.
- 30 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
31 codes and obtaining all necessary building permits for any associated construction.

32 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
33 shall not use the funds provided by means of this Agreement for the following purposes:

- 34 1. Funding travel or training (excluding mileage or parking).
- 35 2. Making phone calls outside of the local area unless documented to be directly for the
36 purpose of client care.
- 37 3. Payment for grant writing, consultants, certified public accounting, or legal services.

1 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 2 contribute to the quality of services to be provided pursuant to this Agreement.

3
 4 **XXIV. STATUS OF CONTRACTOR**

5 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
 6 wholly responsible for the manner in which it performs the services required of it by the terms of this
 7 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
 8 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 9 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 10 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
 11 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 12 subcontractors as they relate to the services to be provided during the course and scope of their
 13 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 14 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
 15 to be COUNTY's employees.

16
 17 **XXV. TERM**

18 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
 19 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference
 20 Contract Provisions of this Agreement or the execution date, whichever is later. This specific
 21 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless
 22 otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall
 23 be obligated to perform such duties as would normally extend beyond this term, including but not
 24 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

25 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend
 26 or holiday may be performed on the next regular business day.

27
 28 **XXVI. TERMINATION**

29 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
 30 written notice given the other party.

31 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
 32 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
 33 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
 34 (30) calendar days for corrective action.

35 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
 36 of any of the following events:

- 37 1. The loss by CONTRACTOR of legal capacity.

- 1 2. Cessation of services.
- 2 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
- 3 another entity without the prior written consent of COUNTY.
- 4 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
- 5 required pursuant to this Agreement.
- 6 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
- 7 this Agreement.
- 8 6. The continued incapacity of any physician or licensed person to perform duties required
- 9 pursuant to this Agreement.
- 10 7. Unethical conduct or malpractice by any physician or licensed person providing services
- 11 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
- 12 removes such physician or licensed person from serving persons treated or assisted pursuant to this
- 13 Agreement.

14 D. CONTINGENT FUNDING

- 15 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 16 a. The continued availability of federal, state and county funds for reimbursement of
- 17 COUNTY's expenditures, and
- 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
- 19 approved by the Board of Supervisors.
- 20 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 21 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
- 22 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 23 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

24 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
25 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
26 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
27 term of the Agreement.

28 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
29 above, CONTRACTOR shall do the following:

- 30 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 31 is consistent with recognized standards of quality care and prudent business practice.
- 32 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 33 performance during the remaining contract term.
- 34 3. Until the date of termination, continue to provide the same level of service required by this
- 35 Agreement.

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1 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
2 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
3 orderly transfer.

4 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
5 client's best interests.

6 6. If records are to be transferred to COUNTY, pack and label such records in accordance
7 with directions provided by ADMINISTRATOR.

8 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
9 supplies purchased with funds provided by COUNTY.

10 8. To the extent services are terminated, cancel outstanding commitments covering the
11 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
12 commitments which relate to personal services. With respect to these canceled commitments,
13 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
14 arising out of such cancellation of commitment which shall be subject to written approval of
15 ADMINISTRATOR.

16 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
17 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

18
19 **XXVII. THIRD PARTY BENEFICIARY**

20 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
21 including, but not limited to, any subcontractors or any clients provided services pursuant to this
22 Agreement.

23
24 **XXVIII. WAIVER OF DEFAULT OR BREACH**

25 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
26 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
27 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
28 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
29 Agreement.

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

3
4 CITY OF ALISO VIEJO

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

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17 COUNTY OF ORANGE

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20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

22

23

24

25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28

29

30 BY: _____ DATED: _____

31 DEPUTY

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36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
37 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
POINT OF DISPENSING SITE SERVICES
CITY OF ALISO VIEJO
JULY 1, 2015 THROUGH JUNE 30, 2018

I. DEFINITIONS

A. Emergency Operations Center (EOC) means any city, county and/or agency center designed to coordinate and manage city, county, and/or agency response activities.

B. EOC Exercise means an event designed to test and evaluate the coordination, management, and communication of the Health EOC and the City’s EOC using the guidelines set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

C. Field Operations Guide (FOG) means a field response document designed to serve as a response guidance document to be utilized in the event of POD activation by a core group of POD site plan subject matter experts who may fill a supervisory role during a POD response or exercise.

D. Health Emergency means a situation where a potential threat to the health of the community from a disease agent (i.e. Anthrax, Smallpox, Influenza, etc.) requires medication, medical supplies, and/or equipment to be dispensed in mass quantity. Designation of a situation as a Health Emergency requires an emergency declaration by the County Executive Officer and the Public Health Officer.

E. Incident Management Personnel means any sworn Fire Agency, Paramedic, or Emergency Medical Technician employed by any city or county agency contracted with CONTRACTOR.

F. Local Distribution Center (LDC) means a pre-identified Health Care Agency location that serves as the primary distribution point where medications, medical supplies, and/or equipment that is set to be dispensed in mass quantity will be delivered to and then distributed to response locations for dispensing.

G. LDC Exercise means an event designed to test and evaluate the delivery of medication, medical supplies, and/or equipment to a POD Site using the guidelines set forth by HSEEP requirements.

H. Local Emergency Management Personnel means the designated city emergency preparedness planner, and staff, that are employed by any city or county agency contracted with CONTRACTOR.

I. POD means Point of Dispensing.

J. POD Exercise means an event designed to test and evaluate the POD Site Plan using the guidelines set forth by HSEEP requirements.

K. POD Site means any pre-identified location within a city and/or agency designed to provide public citizens with medications, supplies, equipment, and/or other resources in the event of a Health Emergency.

L. POD Site Plan means developing a plan to identify POD Sites within a city boundary in response to a Health Emergency or to conduct POD Exercise.

1 M. Public Safety Personnel means any sworn Law Enforcement personnel or non-sworn public
 2 safety personnel that are employed by any city or county agency contracted with CONTRACTOR.

3
 4 **II. PAYMENTS**

5 A. BASIS FOR REIMBURSEMENT – CONTRACTOR shall be compensated for services
 6 provided pursuant to the Agreement. COUNTY shall pay CONTRACTOR monthly in arrears at the
 7 following rates or payment of reimbursement; provided, however, the total of monthly payments to all
 8 CONTRACTORS shall not exceed the Aggregate Maximum Obligation set forth in the Referenced
 9 Contract Provisions of the Agreement and costs are reimbursable pursuant to COUNTY, state, and
 10 federal regulations.

11 B. RATES FOR POD PLANNING SERVICES – COUNTY shall pay CONTRACTOR, in arrears,
 12 for CONTRACTOR’s personnel costs associated with developing each POD Site Plan.
 13 CONTRACTOR shall be reimbursed for the actual cost of providing said services hereunder, not to
 14 exceed per POD Site Plan.

<u>POD Planning Services</u>	<u>Reimbursement Rate</u>
1. POD Site Identification and Assessment	\$100 maximum per completed POD Site form
2. Online POD Training	\$150 maximum per Training completed
3. POD Workshop	\$500 maximum per Workshop attended
4. FOG Workshop	\$1,000 maximum per Workshop attended
5. Draft POD Incident Action Plan	\$250 maximum per POD Incident Action Plan
6. Final POD Site Plan	\$1,000 maximum per each completed POD Site Plan

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 25 C. PAYMENT FOR POD EXERCISE SERVICES – COUNTY shall pay CONTRACTOR, in
 26 arrears, for providing local emergency management, public safety, and incident management personnel
 27 in connection with Health Emergencies or POD Exercises at CONTRACTOR’s POD site.
 28 CONTRACTOR shall be reimbursed for the actual cost of providing said services hereunder, not to
 29 exceed \$9,500 per site for seasonal mass vaccination exercises. List below are staff positions that are
 30 eligible for reimbursement by COUNTY for a POD Exercise:

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- 1 1. City Emergency Management/Planner
- 2 2. City Emergency Management/Planning staff
- 3 3. Police Chief
- 4 4. Police Captain
- 5 5. Police Lieutenant
- 6 6. Police Sergeant
- 7 7. Police Deputy
- 8 8. Police Officer
- 9 9. Fire Chief
- 10 10. Division Chief
- 11 11. Battalion Chief
- 12 12. Fire Captain
- 13 13. Firefighter
- 14 14. Paramedic
- 15 15. Emergency Medical Technician
- 16 16. Non-sworn Law Enforcement and City Public Safety Personnel
- 17 17. Local Emergency Management Personnel
- 18 18. Incident Management Personnel
- 19 19. Emergency Operations Center Personnel
- 20 20. City Public Works Personnel

21
 22 ADMINISTRATOR may, at its sole discretion, revise the list of eligible positions identified above
 23 and shall notify CONTRACTOR in writing of any changes.

24 D. COUNTY and CONTRACTOR may mutually agree, in writing, to amend the payment
 25 maximums identified in Subparagraph II.B. of this Exhibit B to the Agreement for POD Planning
 26 Services, at a rate proportional to the attendance of the required personnel, identified in Paragraph II. of
 27 Exhibit C to the Agreement.

28 E. COUNTY and CONTRACTOR may mutually agree, in writing, to amend the payment
 29 maximums identified in Subparagraph II.C of this Exhibit B to the Agreement for POD Exercise
 30 Services for providing local emergency management, public safety, and incident management personnel
 31 in connection with Health Emergencies or POD, EOC, or LDC exercises at CONTRACTOR’s POD site
 32 as identified in Paragraph II of Exhibit D to the Agreement.

33 F. Payment Maximum for Subparagraphs II.B. and II.C. of this Exhibit B to the Agreement, if
 34 amended, shall not exceed COUNTY’s Total Aggregate Maximum Obligation identified in the
 35 Referenced Contract Provisions of the Agreement.

36 G. CONTRACTOR’s invoices shall be on forms approved or supplied by ADMINISTRATOR and
 37 include other information as required by ADMINISTRATOR. Invoices shall be submitted by the tenth

1 (10th) working day of the month following the provision of services, and payments to CONTRACTOR
2 shall be released by COUNTY no later than the tenth (10th) calendar day of the succeeding month.

3 H. CONTRACTOR's billing shall identify each service as a Planning or Exercise Service.
4 CONTRACTOR's billings shall include any additional information as is required by
5 ADMINISTRATOR.

6 I. All costs billed to COUNTY shall be supported, at CONTRACTOR's facility, by source
7 documentation including, but are not limited to, ledgers, books, vouchers, payrolls, schedules for
8 allocating costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving
9 records, and records of services provided.

10 J. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
11 with any provision of the Agreement.

12 K. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
13 and/or termination of the Agreement, except as may otherwise be provided under the Agreement.

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1 EXHIBIT C
 2 TO AGREEMENT FOR PROVISION OF
 3 POINT OF DISPENSING SITE SERVICES
 4 CITY OF ALISO VIEJO
 5 JULY 1, 2015 THROUGH JUNE 30, 2018
 6

7 **I. POD PLANNING SERVICES**

8 If CONTRACTOR has agreed to provide POD Planning Services as specified in
 9 Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with
 10 Paragraph II. below.
 11

12 **II. SERVICES TO BE PROVIDED**

13 A. CONTRACTOR agrees to assist COUNTY in planning for and responding to a Health
 14 Emergency or Exercise by identifying POD Site locations within CONTRACTOR’S boundaries and
 15 developing individual POD Site Plan(s). CONTRACTOR shall ensure ADMINISTRATOR approves
 16 each POD Site location. ADMINISTRATOR and CONTRACTOR may, upon written mutual consent,
 17 agree to revise POD Site locations as necessary. Development of the POD Site Plan shall be prepared
 18 by CONTRACTOR personnel and the plan shall require:

19 1. A POD Site Identification and Assessment utilizing HCA POD site assessment form;
 20 POD workshop attendance – where site maps, staff identification, resource identification, and incident
 21 action plan will be developed.

22 2. POD workshop attendance - planning session designed to identify and develop a core group
 23 of POD site plan subject matter experts. Required participants for this training include:

- 24 a. One (1) City Emergency Manger;
- 25 b. One (1) City Fire Representative;
- 26 c. Two (2) City Law Enforcement Representatives with one of those a traffic control
 27 officer; and
- 28 d. One (1) Site Representative.

29 3. Field Operations Guide (FOG) workshop attendance – planning session designed to identify
 30 and develop a core group of POD site plan subject matter experts. Required participants for this training
 31 include the following persons/functions (e.g. Fire Captain, Police Sergeant, etc.) identified within POD
 32 organization chart to fill the following positions:

- 33 a. Two (2) Unified Command staff;
- 34 b. Two (2) Section Chiefs;
- 35 c. Three (3) Security Branch Staff;
- 36 d. Five (5) Clinic Branch Staff (i.e. check-in, line monitors, etc.);
- 37 e. Four (4) Supply Unit Staff;

- 1 f. Two (2) Communications Unit Staff;
- 2 g. One (1) Planning Section Staff;
- 3 h. Two (2) Registration Staff;
- 4 i. One (1) Safety Officer;
- 5 j. Four (4) Support/Volunteer Staff; and
- 6 k. One (1) Facility/site representative.
- 7 4. Online POD planning modules designed to educate and develop a secondary group of POD
- 8 site plan subject matter experts.
- 9 5. Development and submission of a draft POD site Incident Action Plan (IAP), which must
- 10 be approved by COUNTY that includes, but is not limited to the following Incident Command System
- 11 (ICS) and HCA forms:
 - 12 a. SITE MAPS AND MAPPING NOTES
 - 13 b. SITE EQUIPMENT LIST
 - 14 c. ICS 202 – INCIDENT OBJECTIVES
 - 15 d. ICS 203 – ORGANIZATIONAL ASSIGNMENT LIST
 - 16 e. SITE SECURITY PLAN
 - 17 f. ICS 204 – DIVISION ASSIGNMENT LIST
 - 18 g. ICS 205 – COMMUNICATIONS PLAN
 - 19 h. ICS 206 – MEDICAL PLAN
 - 20 i. POD ORGANIZATIONAL CHART
 - 21 j. ICS 215A – SITE SAFETY MESSAGE AND ANALYSIS
 - 22 k. ICS 221 – DEMOBILIZATION CHECKOUT
- 23 6. Development and submission of a Final POD site Incident Action Plan (IAP), which meets
- 24 the requirements set forth by the COUNTY and has been approved by COUNTY that includes, but is
- 25 not limited to, the following Incident Command System (ICS) and HCA forms.
- 26 B. TIMELINES
 - 27 1. CONTRACTOR shall submit POD Site location(s) for ADMINISTRATOR approval by
 - 28 December 15, 2015.
 - 29 2. CONTRACTOR shall submit the HCA POD Site Assessment form by December 30, 2015.
 - 30 3. CONTRACTOR shall provide staff to attend a POD Workshop by March 31, 2016.
 - 31 4. CONTRACTOR shall provide staff to attend a FOG Workshop by April 30, 2016.
 - 32 5. CONTRACTOR shall ensure a minimum of twenty (20) pertinent staff attend online
 - 33 training by May 31, 2016.
 - 34 6. CONTRACTOR shall submit a draft POD Site Plan to ADMINISTRATOR for each
 - 35 location identified in Subparagraph II.A. of this Exhibit C to the Agreement, by June 1, 2016.
 - 36 7. CONTRACTOR shall submit a final HCA approved POD Site Plan to ADMINISTRATOR
 - 37 for each location identified in Subparagraph II.A. of this Exhibit C to the Agreement, by June 15, 2016.

1 C. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to amend the due
2 dates identified in Subparagraph II.B to this Exhibit A.

3 D. CONTRACTOR shall develop POD Site Plans.

4 E. LOAN EQUIPMENT

5 1. CONTRACTOR agrees to sign the POD Equipment Agreement.

6 2. COUNTY shall loan to CONTRACTOR the POD Equipment after the POD Equipment
7 Agreement is fully executed between the COUNTY and CONTRACTOR. Title of the items in the POD
8 Equipment shall remain vested in the COUNTY and the POD Equipment shall be deemed "Loaned
9 Equipment" while in the possession of the CONTRACTOR.

10 3. CONTRACTOR agrees to the transportation, presence, and storage of the Loaned
11 Equipment at designated POD Site(s) or location of CONTRACTOR's choosing with
12 ADMINISTRATOR's written approval.

13 4. CONTRACTOR agrees to repay all POD Site Plans funds to the COUNTY if the POD
14 Equipment Agreement is not fully executed within one hundred twenty (120) days after the completion
15 of the POD Site Plans.

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1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 POINT OF DISPENSING SITE SERVICES
 4 CITY OF ALISO VIEJO
 5 JULY 1, 2015 THROUGH JUNE 30, 2018

6
 7 **I. POD EXERCISE SERVICES**

8 If CONTRACTOR has agreed to provide POD Exercise Services as specified in
 9 Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with
 10 Paragraph II. below.

11
 12 **II. SERVICES TO BE PROVIDED**

13 CONTRACTOR agrees to assist COUNTY in planning for and responding to a Health Emergency
 14 or POD Exercise operations by providing local emergency management and public safety
 15 representatives, including non-sworn police officers, logistical support, and public works support for
 16 initiating POD sites to conduct POD Exercise operations. Participating Cities and POD Exercise
 17 operations locations may be amended, in writing, by mutual consent of CONTRACTOR and
 18 ADMINISTRATOR. Initiating this POD Exercise operation is designed to test the COUNTY's mass
 19 dispensing and vaccination capabilities as well as CONTRACTOR's public emergency management,
 20 security and safety personnel response. CONTRACTOR shall provide city, emergency operations
 21 center, fire, emergency medical services, and additional public safety personnel for the following
 22 components, including, but are not limited to:

23 A. Participation in the health EOC Exercise to include representation of local emergency
 24 operations center staff in the overall exercise management and coordination.

25 B. Participation in the LDC Exercise to include representation of local law enforcement agency
 26 staff in the overall exercise management.

27 C. Participation in the POD Exercise to include:

28 1. Representation of local emergency management, public safety, and incident management
 29 personnel in exercise planning activities to include:

- 30 a. Initial Planning Conference (IPC);
- 31 b. Midterm Planning Conference (MPC);
- 32 c. Final Planning Conference (FPC); and
- 33 d. Interactive POD Training (IPT) overall exercise management.

34 2. Representation of local emergency management, public safety, and incident management
 35 personnel overall exercise management.

36 3. Overall law enforcement operations management.

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1 4. Oversee all security operational functions, including, but are not limited to the following
2 site areas:

- 3 a. Staffing and Break Areas;
- 4 b. Site Perimeter Security;
- 5 c. Command Post Security;
- 6 d. Traffic and Crowd Control Security;
- 7 e. Internal Clinic Area Security;
- 8 f. Medication Storage Security; and
- 9 g. Parking Security.

10 5. Representation of local emergency management personnel and fire personnel in overall
11 exercise incident management activities.

12 6. Representation of onsite paramedics for the exercise.

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35 //
36 //
37 //

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015
TO: Mayor and City Council
FROM: Glenn Yasui, Director of Administrative Services
SUBJECT: SALARY SCHEDULE ADJUSTMENTS

Recommendation:

Adopt Resolution No. 2015-XX approving an updated Salary Schedule for City of Aliso Viejo employees, effective July 1, 2015.

Fiscal Impact:

The reclassification of the Office Assistant to Office Specialist represents a 10% increase to the salary range which equals \$4,768 per year. The reclassification of the Community Services Coordinator to Community Services Supervisor represents a 10% increase to the salary range which equals \$6,956 per year. It should be noted that the employees' actual salary increase is based on annual performance evaluations and would be phased in over a few years.

The Planning Technician's upgrade to full-time status results in an immediate salary increase of \$20,800 per year.

Background:

In 2007, Creative Management Solutions conducted a Classification and Compensation Study encompassing all City positions. On May 2, 2007, the Council approved a Classification and Compensation Plan establishing updated job titles and salary ranges for City employees. The Classification and Compensation Plan consists of 17 different levels of pay (commonly referred to as "pay grades"). Each pay grade has a salary range with a minimum salary, control point and maximum salary. The attached Salary Schedule displays each pay grade in terms of annual salary and hourly rate.

Discussion:

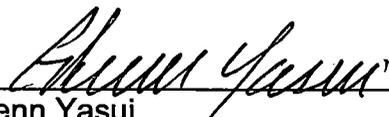
As part of the Classification and Compensation Study, the Council approved the concept of adjusting salary ranges on July 1st of each year based on the *March Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-*

Riverside-Orange Counties ("CPI"). The March 2015 CPI reflected a 0.2% year-over-year increase. Rather than implementing the nominal increase, Staff is proposing to keep the salary ranges the same in fiscal year 2015-16 and incorporating the 0.2% increase into next year's cost-of-living adjustment.

With respect to classification adjustments, the Council approved the following changes as part of the 2015-16 budget process: (1) Office Assistant reclassified to an Office Specialist; and (2) part-time Planning Technician upgraded to a full-time position. This would increase the Planning Technician position from 20 hours per week to 40 hours per week plus benefits.

Additionally, the Community Services Coordinator position is proposed to be reclassified to a Community Services Supervisor. This reclassification would result in the position moving up one pay grade equal to a 10% increase. It is recommended that the Council approve the Community Services Supervisor position for 2015-16.

These classification adjustments are included in the Salary Schedule.



Glenn Yasui
Director of Administrative Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments: Resolution No. 2015-XX
Salary Schedule

RESOLUTION NO. 2015 - XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A
SALARY SCHEDULE FOR CITY OF ALISO VIEJO EMPLOYEES**

WHEREAS, on May 1, 2002 the City Council adopted the Classification and Compensation System referenced in the City's Employee Handbook/Personnel Policies & Procedures; and

WHEREAS, on May 2, 2007 the City Council approved an updated Classification and Compensation Plan to reflect current market practices and achieve internal equity; and

WHEREAS, the Classification and Compensation Plan proposes adjusting salary ranges on July 1st of each year based on the March Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Riverside-Orange Counties; and

WHEREAS, since the March 2015 CPI is 0.2%, the salary ranges in the attached Salary Schedule will not be adjusted in fiscal year 2015-16; and

WHEREAS, the following positions will be added to the Salary Schedule: Office Specialist at pay grade 5; Planning Technician at pay grade 6; and Community Services Supervisor at pay grade 9.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AS FOLLOWS:

Salary ranges for all classifications shall remain the same.

The positions of Office Specialist, Planning Technician and Community Services Supervisor will be included in the Salary Schedule effective, July 1, 2015.

PASSED, APPROVED AND ADOPTED this 17th day of June 2015.

William A. Phillips
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF ALISO VIEJO)

I, Mitzi Ortiz, City Clerk of the City of Aliso Viejo, California, do hereby certify that the foregoing Resolution No. 2015-_____ was adopted by the City Council at a regularly scheduled meeting duly held on the 17th day of June 2015, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

DATED:

Mitzi Ortiz, MMC
City Clerk

City of Aliso Viejo
Salary Schedule
Effective July 1, 2015

Pay Grade	Job Classifications	Range Minimum	Control Point	Range Maximum
1		\$20,883 \$10.04	\$26,578 \$12.78	\$29,236 \$14.06
2		\$22,980 \$11.05	\$29,247 \$14.06	\$32,171 \$15.47
3		\$31,342 \$15.07	\$39,890 \$19.18	\$43,879 \$21.10
4	Community Services Specialist Office Assistant	\$34,009 \$16.35	\$43,284 \$20.81	\$47,612 \$22.89
5	Office Specialist	\$37,414 \$17.99	\$47,618 \$22.89	\$52,380 \$25.18
6	Planning Technician	\$41,147 \$19.78	\$52,369 \$25.18	\$57,606 \$27.70
7	Accounting Technician Administrative Secretary	\$45,256 \$21.76	\$57,599 \$27.69	\$63,359 \$30.46
8	Community Services Coordinator Junior Accountant	\$49,789 \$23.94	\$63,368 \$30.47	\$69,705 \$33.51
9	Assistant Planner Community Services Supervisor Secretary to the City Manager	\$54,758 \$26.33	\$69,692 \$33.51	\$76,661 \$36.86
10	Accountant Associate Planner Financial Analyst	\$60,261 \$28.97	\$76,695 \$36.87	\$84,365 \$40.56
11	Senior Accountant	\$67,775 \$32.58	\$86,259 \$41.47	\$94,885 \$45.62
12	Senior Planner	\$76,247 \$36.66	\$97,042 \$46.65	\$106,746 \$51.32
13	City Clerk	\$80,053 \$38.49	\$109,163 \$52.48	\$120,079 \$57.73
14		\$90,052 \$43.29	\$122,798 \$59.04	\$135,077 \$64.94
15	Director of Community Services	\$101,323 \$48.71	\$138,168 \$66.43	\$151,985 \$73.07
16	Director of Administrative Services Director of Financial Services/City Treasurer Director of Planning Services	\$113,989 \$54.80	\$155,439 \$74.73	\$170,983 \$82.20
17	City Manager (Actual Salary)	\$188,000 \$90.38		

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015
TO: Mayor and City Council
FROM: Shaun Pelletier, City Engineer
SUBJECT: RENEWED MEASURE M ELIGIBILITY – 7-YEAR CIP

Recommendation:

1. Adopt a 7-year Capital Improvements Program (CIP) for Street Projects.
2. Adopt a resolution concerning the status of the Circulation Element and Mitigation Fee Program.

Fiscal Impact:

The City will receive approximately \$3.7 million in FY 2015-16 through FY 2019-20 in Measure M2 Fair Share funds.

Background:

Measure M2 funds are available for both competitive programs and the Local Fair Share program. To qualify for Measure M2 Fair Share and competitive funds, Orange County Transportation Authority (OCTA) must certify local jurisdictions are in compliance with all of the Renewed Measure M funding program requirements. Local jurisdictions must submit an eligibility package including annually adopting a 7-year Capital Improvement Program (CIP) for streets.

Measure M2 Fair Share funds are made available to the City annually. Since incorporation, the City has received approximately \$7.1 million, or an average of \$465,000 annually in M1 & M2 Fair Share funds for road maintenance and improving major arterial streets and roads. Cities will be apportioned Measure M2 Fair Share funds by applying a formula using population; miles of MPAH designated roadways, and taxable sales.

Discussion:

The City expects to receive Fair Share funds of about \$671,000 for this coming fiscal year and then an average of \$746,000 per year for fiscal years 2015-16 through 2019-20 for road maintenance and improving major arterial roads.

In FY 2008-09 the OCTA approved \$390,297 of Growth Management Area funds and Intersection Improvement Program funds for the intersection improvements at Aliso Creek Road and Pacific Park Drive. The intersection construction was completed early in FY 2010-11.

In FY 2009-10, OCTA approved funding of up to \$100,000 for participation in the Go Local Program Step 2 to further a study of a localized shuttle program.

In FY 2011-12, OCTA approved \$91,985 of Tier 1 Environmental Cleanup Program funds that were used for installation of forty-five catch basin filter baskets.

In FY 2012-13, OCTA approved \$93,571 of M2 Regional Traffic Signal Synchronization Program (Project P) funds that are being used for coordination of traffic signals across jurisdictional boundaries. This funding requires a local match in the amount of \$26,100, which will be from Rule 20A funds, for a project cost of \$119,671 in Aliso Viejo's jurisdiction.

In FY 2012-13, OCTA approved \$97,769 in Round 2 of Tier 1 Environmental Cleanup Program funds that were used for installation of fifty catch basin filter baskets.

In FY 2013-14, OCTA approved \$195,104 in Round 3 of Tier 1 Environmental Cleanup Program funds that were used for installation of fifty catch basin filter baskets.

In FY 2013-14, OCTA approved \$568,100 in Round 2 of Tier 2 Environmental Cleanup Program funds that are being used for the Dairy Fork Wetland project.

The proposed 7-year CIP for streets is attached. The 7-year CIP includes the City approved 5-year plan which emphasizes rehabilitation work such as slurry sealing and overlays to maintain the condition of the City's street network. The proposed projects have been assigned to each year based upon priority rankings. Since the exact amount of funds are not known, it is possible that some projects may not be completed in a given year but it is important to list them to ensure Measure M funds can be utilized where appropriate. If projects are delayed due to funding, it is staff's intention to still complete them in the priority ranking order.

The attached Council resolution states that the City is in conformance with the County's MPAH and has adopted a Mitigation Fee Program. The resolution states the following:

1. The arterial roadway portion of the City's Circulation Element is in conformance with MPAH; and
2. There has been no unilateral reduction in through lanes on any MPAH arterials during FY 2013-14 and FY 2014-15; and

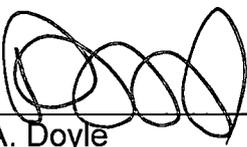
3. The City has adopted a uniform setback ordinance providing preservation of right-of-way consistent with the MPAH Arterial Highway classification; and
4. The City has adopted provisions for the limitation of access to arterial highways in order to protect the integrity of the system; and
5. The City Council reaffirms and concurs with the existing Mitigation Fee Program.

With the adoption of the 7-year CIP the City's Measure M2 eligibility package is complete.



Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachment: 7-year Capital Improvements Program for Street Projects
Resolution

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, CONCERNING THE STATUS OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM FOR THE CITY OF ALISO VIEJO

WHEREAS, the City of Aliso Viejo 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 Aliso Viejo has endorsed a definition of and a 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 Master Plan of Arterial Highways and any changes to any arterial highways of said Circulation Element have been adopted by the City during FY 2013-14 and FY 2014-15; and

and the County Master Plan of Arterial Highways for the purpose of re-qualifying for participation in Combined Transportation Funding Programs; and

WHEREAS, the City is required to send biennially to OCTA all recommended changes to the City Circulation Element and the County Master Plan of Arterial Highways for the purpose of re-qualifying for participation in Combined Transportation Funding Programs; and

WHEREAS, the City is to adopt a resolution biennially to adopt a Mitigation Fee Program; and

NOW, THEREFORE, BE IT RESOLVED that the City of Aliso Viejo, hereby informs OCTA that:

- a. The arterial highway portion of the City Circulation Element of the City is in conformance with the County Master Plan of Arterial Highways.
- b. The City attests to no unilateral reduction in through lanes has been made on MPAH arterials during Fiscal Years 2013-14 and 2014-15.
- c. The City has adopted a uniform setback ordinance providing for the preservation of right-of-way consistent with the MPAH arterial highway classification.

- d. The City has adopted provisions for the limitation of access to arterial highways in order to protect the integrity of the system.
- e. The City reaffirms that Council concurs with the existing Mitigation Fee Program.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2015.

William A. Phillips,
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk

City of Aliso Viejo

Agenda Item



DATE: June 17, 2015
TO: Mayor and City Council
FROM: Mitzi Ortiz, City Clerk
SUBJECT: DESIGNATION OF ALTERNATE FOR CJPIA ANNUAL BOARD OF DIRECTORS MEETING

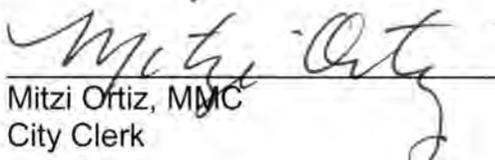
Recommendation: Designate Mayor Pro Tem Mike Munzing as alternate for CJPIA Annual Board of Directors Meeting to be held on July 15, 2015.

Fiscal Impact:

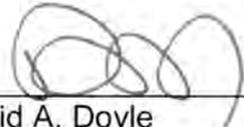
None.

Background:

On January 7, 2015, the City Council designated Mayor Phillips as the CJPIA Board Member and staff as the alternate. This year's Annual Board of Directors Meeting will be held on Wednesday, July 15, 2015 in La Palma. Neither Mayor Phillips nor the City Manager is available to attend the meeting on that date; therefore, staff is recommending the designation of Mayor Pro Tem Mike Munzing as alternate in order to ensure the City of Aliso Viejo is represented at the meeting.


Mitzi Ortiz, MMC
City Clerk

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL


David A. Doyle
City Manager

City of Aliso Viejo
CITY COUNCIL
AGENDA ITEM



DATE: June 17, 2015
TO: Mayor and City Council
FROM: City Attorney
SUBJECT: RESOLUTION RELATED TO APPEALS FEE

RECOMMENDED ACTIONS

Staff recommends the City Council approve the following Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ENACTING A FEE FOR APPEALS UNDER CHAPTER 1.10 OF THE ALISO VIEJO MUNICIPAL CODE

FISCAL IMPACT

The City may recoup a portion of its costs if it requires appellants to pay an appeal fee. A summary of the data regarding the fee was made available for public review (Attachment 1).

ENVIRONMENTAL

The Resolution is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activities are not "projects" as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because they have no potential for resulting in physical change to the environment, directly or indirectly.

BACKGROUND

Because the City has not enacted an appeals fee, the City currently bears the costs arising from administrative appeal proceedings. Our office was directed to prepare a draft resolution to set an appeals fee for the administrative appeals process pursuant to Chapter 1.10 of the Aliso Viejo Municipal Code ("AVMC"). This fee will offset the City's costs arising from processing appeals while protecting the appellant who prevails.

DISCUSSION

Since the enactment of the City's administrative citation procedure, all costs arising from appeals and appeals hearings have been borne by the City. AVMC Section 1.10.050 authorizes the City Council to establish, by resolution, a fee required for an appeal. The City's costs covered by the fee may include the cost to notice an appeal, staff analysis of the appeal, preparation of the record, the hearing, hearing officer time, and preparation of formal documents upholding or denying the appeal. The accounting data available from administrative appeals conducted by the City in the past twelve months was made available for public review prior to the public hearing (Attachment 1).

Because the cost of appeals vary depending on the complexity and nature of each case, the City seeks to set the fee as the amount of the City's actual costs. Enacting the proposed appeals fee would require an appellant to file a deposit, in an amount estimated by staff, to cover the City's actual costs of processing the appeal and holding the appeal hearing. Any unused amount of the deposit would be returned to the appellant. The attached Resolution (Attachment 2) would adopt an appeals fee for appeals of administrative decisions pursuant to Chapter 1.10 of the AVMC. The proposed fee requires an appellant to pay for the costs of the actual time and materials of the appeal hearing. The entire deposit would be returned to the appellant if the appellant prevails.

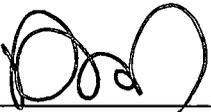
CONCLUSION

Staff recommends the City Council adopt the proposed Resolution.

Prepared by:


for Scott C. Smith
City Attorney

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments:

- 1. Data regarding the Proposed Appeals Fee
- 2. Proposed Resolution setting appeal fees

ATTACHMENT 1

DATA REGARDING THE PROPOSED APPEALS FEE

Currently, the City does not collect a fee for processing administrative appeals as authorized by Section 1.10.050(A) of the Aliso Viejo Municipal Code. The total cost of administrative appeals and the recommended fee is discussed in further detail below.

City's Costs of Administrative Appeals

The actual costs incurred by the City in three administrative appeals occurring in the past 12 months have been analyzed to determine the total estimated cost for future appeals:

July 2014 Administrative Appeal (Vacation Rental)	\$1,949.28 (Total)
Hearing Officer Costs	\$1,364.03
Staff Time (5 hours @ \$72.20/hour)	\$ 361.00
City Overhead (13%)	\$ 224.25
July 2014 Administrative Appeal (Vacation Rental)	\$1,949.28 (Total)
Hearing Officer Costs	\$1,364.03
Staff Time (5 hours @ \$72.20/hour)	\$ 361.00
City Overhead (13%)	\$ 224.25
February 2015 Administrative Appeal (Dog Kennel)	\$1,602.87 (Total)
Hearing Officer Costs	\$1,057.47
Staff Time (5 hours @ \$72.20/hour)	\$ 361.00
City Overhead (13%)	\$ 184.40

The summaries above include the direct costs of code enforcement staff time and the hearing officer's time and materials from preparing for and participating in the administrative appeal hearing. In future appeals, direct staff hourly rates may vary depending on the nature of administrative citation being appealed and the composition of costs arising from the City department involved.

An estimate of the City's overhead is also included. City overhead includes costs incurred by support departments not directly involved with the activities, such as the City Manager and Finance Department. Although these support departments may not directly spend time on administrative appeals, other City departments contribute overall support services for the City to enable the appeals. The rate used for City overhead was 13% and it adds to the time and materials accounted for each appeal, which is commonly utilized in user fee and rate studies.

Recommended Fee

As reflected above, administrative appeals vary in subject matter and complexity. The proposed fee is recommended because it represents an accounting of the City's actual costs arising from the appeal in each case. To ensure that it does not exceed costs reasonably borne by the City, the proposed fee is set to precisely match (and not exceed) the City's total actual costs of conducting the appeal, including the costs of staff time and the hearing officer's time and materials. In the case where the appellant prevails in the appeal, the fee would be returned to the appellant.

ATTACHMENT 2

RESOLUTION NO. 2015-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ENACTING A FEE FOR APPEALS UNDER CHAPTER 1.10 OF THE ALISO VIEJO MUNICIPAL CODE

WHEREAS, the City of Aliso Viejo ("City") is authorized to conduct appeals of administrative decisions pursuant to Chapter 1.10 of the Aliso Viejo Municipal Code ("AVMC"); and

WHEREAS, AVMC section 1.10.050 authorizes the City Council to establish, by resolution, payment of any fee for an appeal; and

WHEREAS, because the City has not established an appeal fee, the City currently bears the burden of processing and conducting administrative appeals, which costs may include, without limitation, the cost to notice an appeal, staff analysis of the appeal, preparation of the record, the hearing, and preparation of formal documents upholding or denying the appeal; and

WHEREAS, appeals are typically initiated by appellants other than the City, and therefore, those appellants should bear the costs to process and conduct administrative appeals in the event the appeal is unsuccessful; and

WHEREAS, City staff has provided adequate data substantiating the costs of conducting administrative appeals that are to be covered by the proposed fee and made the data available for public review; and

WHEREAS, pursuant to Government Code Section 66000, et seq., the City is empowered to impose fees covering up to 100 percent of the actual costs of providing these services; and

WHEREAS, Government Code Sections 66016 and 66018 require that the City adopt new fees only after providing notice and holding a public hearing; and

WHEREAS, the City Council has duly noticed and conducted a public hearing on June 17, 2015, at which time the public was invited to make oral and written presentations as part of the regularly scheduled meeting prior to the adoption of this Resolution; and

WHEREAS, at least ten (10) days prior to the first public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, et. seq.; and

WHEREAS, the City published notice of the public hearing as described above in accordance with Government Code Sections 6062a and 66018 for the proposed fees; and

WHEREAS, pursuant to Gov. Code § 66019(b), the City has mailed notice of the meeting time and place, a general explanation of the proposed fee, and a statement that data regarding the fee is available, at least 14 days prior to the meeting to any interested party who has filed a written request with the City for mailed notice of meetings on new or increased fees or charges; and

WHEREAS, accordingly, the City desires to enact an appeals fee so that appellants are required to pay for the exact cost of actual time and materials of the appeal hearing except in cases where the appeal is successful; and

WHEREAS, the City Council finds that enacting an appeals fee is in keeping with prevailing practice of cities in the County and in the best interest of the City to promote its continued financial stability; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

Section 2. Amount of Appeals Fee. The appellant of an administrative decision in the City of Aliso Viejo shall pay for the actual time and materials cost of the appeal hearing, except where the appellant prevails in the appeal hearing. The appellant shall pay a deposit against time and material costs, based on City staff's estimate of the costs of the appeal and complexity of the hearing at the time of filing. In the event that the actual time and material costs of the hearing are less than the deposit paid, the City shall refund any remaining balance of the deposit to the appellant. If the appellant prevails in the appeal, the City shall return the appellant's entire deposit.

Section 3. Accounting of Costs. City staff shall maintain an account of actual costs of time and materials associated with each appeal hearing. In the event actual costs to the City are less than the deposit paid, the City shall refund any excess costs to the appellant.

Section 4. CEQA. The City Council finds that this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect,

and not be affected by such invalidity.

Section 6. Effective Date. This Resolution shall take effect 60 days after its adoption.

Section 7. Certification. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption thereof.

PASSED, APPROVED AND ADOPTED this June 17, 2015 by the following vote,
to wit:

William A. Phillips
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF ALISO VIEJO)

I, Mitzi Ortiz, City Clerk of the Aliso Viejo , California, do hereby certify that the foregoing Resolution No. 2015-_____ was duly passed and adopted at a regular meeting of the Aliso Viejo City Council on the _____day of _____, 2015 by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Mitzi Ortiz, MMC
CITY CLERK

City of Aliso Viejo
City Council
Agenda Item



DATE: June 17, 2015

TO: Mayor and City Council

FROM: Albert Armijo, Director of Planning Services
Jennifer Lowe, Associate Planner

SUBJECT: REQUEST TO APPROVE PLANNING APPLICATION PA15-015 (MSP) FOR A MASTER SIGN PERMIT TO AMEND TO THE PARK PLAZA AT ALISO VIEJO TOWN CENTER PLANNED SIGN PROGRAM TO ESTABLISH TENANT SIGNAGE FOR PROPOSED DEMISING OF 26791 ALISO CREEK ROAD FROM A SINGULAR TENANT TO A DUAL TENANT LOCATION

RECOMMENDED ACTION

Adopt Resolution 2015-XX (Attachment 1) to approve Planning Application PA15-015 (MSP) for a master sign permit to amend the planned sign program for Park Plaza at Aliso Viejo Town Center.

APPLICANT

OA Partners, LLC
10 Harris Court, Suite B-1
Monterey, CA 93940

PROPERTY OWNER

Staples, Inc.
500 Staples Drive
Framingham, MA 01702

LOCATION

26971 Aliso Creek Road (see Attachment 2)

GENERAL PLAN DESIGNATION

Town Center Commercial (TCC)

ZONING DESIGNATION

Town Center Commercial (CT)

NOTICES

Pursuant to Section 15.70.030 of the Aliso Viejo Municipal Code (AVMC), a public hearing notice is not required for the recommended action.

ENVIRONMENTAL

Staff recommends the City Council find the project Categorically Exempt under Class 11 Accessory Structures of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15311. Class 11 allows for "construction or replacement of minor structures accessory or appurtenant to existing commercial, industrial, or institutional facilities, including, but not limited to, on-premise signs." Since the application involves a sign program for exterior on-premises signs, the proposed application falls within parameters of the Class 11 exemption (14 C.C.R. § 15311).

To the extent the Class 11 categorical exemption applies to the proposed Project, staff determined none of the exceptions to the categorical exemptions applies (14 C.C.R. §15300.2). Specifically, the proposed project is not located in a particularly sensitive environment. Cumulative impact of successive projects of this same type in the same place over time would not be significant because the retail building at 26791 Aliso Creek Road is limited in size and can only accommodate a finite number of signs to the extent there is space available on the exterior of the building façade. As explained above, the proposed project involves an amendment to a sign program for signs that will be installed at a retail building within Aliso Viejo Town Center. Adding signs to a building façade is not an unusual type of building improvement. Moreover, the retail building is not located within an officially designated state scenic highway. Thus, the proposed project would not have an impact in this regard. Similarly, the retail building is not located on a site designated pursuant to Government Code section 65962.5. Finally, the proposed project does not involve any improvements, modifications, or other changes to a historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 applies. Thus, the categorical exemption outlined above remains applicable to the proposed project.

BACKGROUND

On December 1995, the County of Orange approved Site Plan PA95-0206 which established a master sign program for Park Plaza at Aliso Viejo Town Center ("Park Plaza"). The sign program provided signage regulations for the area of Aliso Viejo Town Center identified as Park Plaza, which consists of 14 buildings and 23 tenant spaces (see Attachment 2).

On April 27, 2011, the Director of Planning Services approved an amendment to the sign program. The amendment applied to Building 7 and allowed a second floor tenant without leasehold frontage facing the primary parking lot to place a wall sign on the façade fronting said parking lot area.

DISCUSSION

Currently, the Park Plaza Sign Program governs signage for the portion of Aliso Viejo Town Center that includes properties within the address range of 26661- 26791 Aliso Creek Road (see Attachment 2). The sign program identifies Buildings 1 through 5 as

major tenants over 10,000 square feet and entitled to one building sign with a maximum 60" letter height and a sign area calculated at one square foot of sign area per each foot of lineal frontage. Additionally, tenants over 20,000 square feet are permitted to have secondary signage describing generic services or products ancillary to the primary business name.

Staples, an office supply store at 26791 Aliso Creek Road, is located in the retail building identified as "Building 1" in the sign program. Under the current sign program, Staples has 124 feet of lineal frontage and entitled to 124 square feet of signage, which includes secondary signs. As the tenant and property owner of the parcel, is proposing to downsize its floor area and demise the building into two separate retail units. The 23,500 square foot building will be divided to provide Staples (Tenant A) with 14,634 square feet and a new tenant (Tenant B) with 8,866 square feet of retail space. As a result of this modification, Tenant B will need provisions for building signage. The Park Plaza Sign Program does not provide sign requirements for tenants with leaseholds less than 10,000 square feet in buildings identified for major tenants. Furthermore, the sign program regulations for shop/pad tenants, which are designed to complement smaller building façades, would not provide sufficient square footage to create a balanced appearance on the existing façade of Building 1. To provide overall consistency in appearance and sign regulations for other buildings in the existing sign program while reducing the possibility of sign clutter and "over-signage", the Applicant is requesting a sign program amendment that would provide the following sign requirements for Building 1:

1. Allow Tenant A to maintain the dimensions and square footage of existing business name sign but remove secondary signage. Tenant A sign will be 80 square feet with dimensions of 4 feet (4'0" or 48 inches) tall by 20 feet (20'0") wide. Tenant A's sign will be shifted to the left to allow room for Tenant B signage.
2. Allow Tenant B a maximum of 65 square feet and 4 foot (4'0" or 48 inches) letter height

Changes to the sign program are highlighted in Attachment 4. An elevation of the proposed signs is included as Attachment 3 and Exhibit IX of Attachment 4. Planned sign programs are required to be approved by the City Council by means of a site development permit or a master sign permit (AVMC § 15.34.100(C)). Staff reviewed the proposed sign amendment for consistency with the existing sign program and required findings pursuant to Section 15.34.100 (E) of the Aliso Viejo Municipal Code (see Attachment 1).

RECOMMENDATION

Adopt Resolution 2015-XX (Attachment 1) to approve Planning Application PA15-015 (MSP) for a master sign permit to amend the planned sign program for Park Plaza at Aliso Viejo Town Center.

Prepared by:



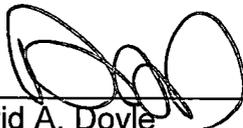
Jennifer Lowe
Associate Planner

Reviewed by:



Albert Armijo
Director of Planning Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments:

1. Resolution No. 2015-XX
2. Location Map
3. Building Elevation of New Signs
4. Proposed Sign Program Amendment

RESOLUTION NO. 2015 – XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING PLANNING APPLICATION PA15-015 (MSP) FOR A MASTER SIGN PERMIT TO AMEND TO THE PARK PLAZA AT ALISO VIEJO TOWN CENTER PLANNED SIGN PROGRAM TO ESTABLISH TENANT SIGNAGE FOR PROPOSED DEMISING OF 26791 ALISO CREEK ROAD FROM A SINGULAR TENANT TO A DUAL TENANT LOCATION

WHEREAS, OA Partners, LLC., 10 Harris Court, Ste B-1, Monterey, CA 93940, has submitted an application for a master sign permit to amend the master sign program for Park Plaza at Aliso Viejo Town Center and establish regulations for tenant signage at the retail building, referenced in the sign program as “Building 1”, at 26791 Aliso Creek Road in Aliso Viejo (the “Project”); and

WHEREAS, pursuant to Title 14, California Code of Regulations, section 15367, the City of Aliso Viejo (“City”) is lead agency for purposes of the Project; and

WHEREAS, the City has reviewed the proposed Project and has determined that it is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to a Class 11 categorical exemption (State CEQA Guidelines, §15311), which provides for construction or replacement of minor structures accessory or appurtenant to existing commercial, industrial, or institution facilities, including, but not limited to, on-premise signs; and

WHEREAS, the City has determined that none of the exceptions to the categorical exemptions outlined in Title 14, California Code of Regulations, section 15300.2 applies to the project; and

WHEREAS, the foregoing exemption is sufficient to independently exempt the whole of the action from CEQA; and

WHEREAS, pursuant to Aliso Viejo Municipal Code (“AVMC”) Sections 15.34.100, the purpose of a planned sign program is to encourage creative, coordinated, innovative, and attractive sign design for business park projects and may deviate from the standards set out in Chapter 15.34 of the Aliso Viejo Municipal Code; and

WHEREAS, on June 17, 2015, the City of Aliso Viejo City Council considered public testimony and evidence and recommendations presented by staff in its report and oral presentation as prescribed by law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Determination of Recitals. The City Council hereby finds and determines that all of the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. CEQA Findings. The City Council hereby finds that the Project is exempt from review under CEQA pursuant to a Class 11 exemption for accessory structures. The City Council hereby determines that the adoption of an amendment to sign program for Building 1 (26791 Aliso Creek Road) in the Park Plaza at Aliso Viejo Town Center ("Park Plaza") is exempt from CEQA because it involves the construction of minor structures accessory to existing commercial facilities(14 C.C.R. § 15311). The proposed project would involve establishment of sign regulations for a two-tenant building and the installation of exterior building signage that blends in with Park Plaza and is complementary to its architectural style. Signs installed in accordance with the amended Park Plaza at Aliso Viejo Town Center sign program would lie within the existing permitted height of the buildings and would not detract from the overall appearance of the building architecture. Views would not be interrupted by the signs and they would blend with the existing structures. Therefore, the proposed project would be exempt pursuant to a Class 11 exemption (14 C.C.R. § 15311). This ground is independently sufficient to exempt the entire Project from CEQA.

SECTION 3. Additional CEQA Findings. To the extent that the Class 11 categorical exemption applies to the proposed Project, staff has determined none of the exceptions to the categorical exemptions applies (14 C.C.R. §15300.2). Specifically, the proposed project is not located in a particularly sensitive environment. The cumulative impact of successive projects of this same type in the same place over time would not be significant because Building 1 in Park Plaza is limited in size and can only accommodate a finite number of signs to the extent there is space available on the exterior of the building façade. As explained above, the proposed project involves the establishment of a sign program for signs that will be installed at the retail building. Adding signs to a building façade is not an unusual type of building improvement. Moreover, Building 1 is not located within an officially designated state scenic highway. Thus, the proposed project would not have an impact in this regard. Similarly, Building 1 is not located on a site designated pursuant to Government Code section 65962.5. Finally, the proposed project does not involve any improvements, modifications, or other changes to a historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 applies. Thus, the categorical exemption outlined above remains applicable to the proposed project.

SECTION 4. In accordance with section 15.34.100(E) of the Aliso Viejo Zoning Code, the City Council hereby finds as follows regarding the subject sign program amendment:

1. *Common Theme. The signage follows a common theme, incorporating similar design elements in terms of materials, letter style, colors, illumination, sign type, and sign shape.*

Signage included in the proposed amendment to the sign program follows a common theme by incorporating similar design elements among tenant signage. Building 1, a retail building designed to accommodate a singular major tenant with over 20,000 square feet of retail space, is being demised to accommodate two separate tenants. The existing tenant will downsize into a retail space designated for Tenant A. The modification will entitle 14,634 square feet for Tenant A. Tenants with leaseholds of 10,000 square feet or more are classified as a major tenant. Tenant B will have 8,866 square feet of retail space; however, the sign program does not provide regulations for tenants with less than 10,000 square feet of leasehold area in buildings identified for major tenants. Sign regulations for shop/pad tenants (tenants less than 10,000 square feet) do not provide sufficient square footage to create a balanced appearance on the façade of the building. To provide overall consistency in appearance and the existing sign program, proposed sign requirements for Building 1 incorporate design standards consistent with other tenants located in the same vicinity by allowing Tenant A to maintain its existing signage of 80 square feet for the business name but remove secondary signage. Since Tenant B has less lineal frontage than Tenant A, a maximum of 65 square feet of signage will be permitted. To ensure Tenant A and Tenant B signs appear balanced and complimentary, both tenants will be permitted to have maximum letter heights of four feet (4'0" or 48 inches). The current sign program allows tenants to use their own logos and distinctive type styles; however, to maintain the architectural integrity of the building and signs within Park Plaza, the design is subject to landlord approval.

2. *Materials, Colors and Design. The signage utilizes materials, colors, and design which reflect and are consistent with the architecture of the building(s).*

Signage uses materials, colors, and design that reflect and are consistent with the contemporary design of the proposed and existing retail uses in Park Plaza. Both tenant signs are designed to enhance appearance and maintain a visual balance. In order to be consistent with the established sign regulations in the sign program, Building 1 maintains similar regulations in regard to letter height, square footage and location. All signs in the Park Plaza at Aliso Viejo Town Center are required to maintain a minimum distance of $\frac{1}{2}$ the average letter height from architectural features, parapets and building corners. Furthermore, sign proposals are reviewed by the landlord to ensure signs are architecturally compatible with the buildings and consistent with other approved signs in the center.

3. *Effective Identification. The signage provides effective identification of the applicable land use(s) to patrons and the general public.*

The proposed maximum square footage allotment, maximum letter height of four feet (4'0" or 48 inches), and location on the building façade enables both Tenant A and Tenant B achieve effective identification patrons and the general public.

4. *Consistency with General Plan. The sign program or sign program amendment is consistent with the goals, policies and objectives of the General Plan and any applicable specific plan.*

Effective building signage is a highly valued amenity for retail tenants. The sign program amendment is consistent with the Aliso Viejo General Plan as it advances the Land Use Policy LU-1.2 "Attract a broad range of additional retail, medical and office uses providing employment at all income levels and making a positive contribution to the City's Tax Base." Additionally, Land Use Policy LU-3.2 states "Actively promote Aliso Viejo as an employment center and ideal location for businesses, including national or regional corporate headquarters, by providing and maintain high-quality services and facilities responsive to the needs of the business community." The sign program amendment facilitates visibility by enabling Tenant A to maintain its existing business name sign and provides adequate square footage for Tenant B.

5. *Consistency with Zoning Code. The sign program or sign program amendment conforms to the Zoning Code and any applicable specific plan.*

The amendment to the Park Plaza at Aliso Viejo Town Center Sign Program conforms to the Zoning Code and is consistent with the provisions established in the original sign program. Pursuant to AVMC Section 15.34.100(B) states signs in a an approved sign program may deviate from the standards set out in AVMC Chapter 15.34 provided all requirements are satisfied. Amendments to planned sign programs are permitted with a site development permit or master sign permit approved by the City Council. Since demising Building 1 into two separate units does not require discretionary action, the Applicant requested approval of a master sign permit for the amendment. Findings to approve an amendment to the sign program requires the City Council making the findings identified in AVMC Section 15.34.100(E), which are included herein.

6. *Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.*

See Section 2 and 3 above.

7. *Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.*

The proposed signs for Building 1 will be constructed of high-quality materials and designed to provide a balanced and aesthetically pleasing building façade while providing effective signage for the tenants. The sign regulations established by this amendment were drafted in a manner consistent with provisions for signs in the sign program for Park Plaza and appropriate for the building façade.

SECTION 5. That the City Council hereby approves Master Sign Permit PA15-015 subject to the following conditions:

1. Approval of Planning Application PA15-015 (MSP) amends the planned sign program for Park Plaza at Aliso Viejo Town Center to establish tenant signage for the proposed demising of Building 1 at 26791 Aliso Creek Road from a singular tenant to a dual tenant location. The master sign permit constitutes a precise plan for location and design of signs depicted on the approved plans. Installation and design of signage for Building 1 shall occur substantially as shown on plans approved for this project and on file in the Department of Planning Services. The approval constitutes a plan for location and design of signs, structures, features and materials submitted with this application and depicted on approved plans. Relocation, alteration or addition to any sign, structure, feature or material not specifically approved shall require an amendment to the approved master sign permit and plans unless the Director of Planning Services determines that (a) the proposed change complies with provisions, and spirit and intent, of the approved plans and, (b) the action would have been the same for the amendment as for the approved plans. The Director may administratively approve a minor modification to the master sign permit in accordance with Zoning Code Section 15.74.110 if the Director determines the proposed modifications will not result in a significant change in the project approved by the City Council and comply with the spirit and intent of the original approving action.
2. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to granting these permits may constitute grounds for revocation of the permit(s) in accordance with Zoning Code Section 15.74.120.
3. The Applicant shall ensure design, maintenance, and operation of the permit area and fixtures thereon shall comply with all applicable regulations of the Municipal Code and all requirements and enactments of Federal, State, County and City authorities. All such requirements and enactments shall by reference become conditions of this permit whether or not they are listed as conditions. The Applicant and Applicant's successors in interest shall be fully responsible for knowing and complying with all conditions of approval, including making known the conditions to City staff for future governmental permits or actions on the project site.
4. The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (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 "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval

issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the City shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense of the Action. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in defense of the Action.

5. The Applicant and Applicant's successors in interest shall be responsible for payment of all applicable fees along with reimbursement for all City expenses incurred while ensuring compliance with these conditions. Prior to issuance of a Certificate of Occupancy, the Applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to assure compliance with all conditions of approval.
6. Sign construction shall occur substantially as shown on plans approved by the City Council and on file in the Department of Planning Services. Any relocation, alteration, deviation or addition to any architectural detail, location or design of any use, structure, feature, or material on the approved plans or as-built shall require an amendment to the sign program. Failure to abide by and faithfully comply with any and all conditions attached to granting of this master sign permit shall constitute grounds for revocation of said permit.
7. Design, maintenance, and operation of the master sign permit area and facilities thereon shall comply with all applicable regulations of the Municipal Code and all requirements and enactments of federal, state, county, and city authorities, and all such requirements and enactments shall, by reference, become conditions of this permit, whether or not they are listed as conditions.
8. The Applicant shall obtain all necessary Planning and Building permits prior to installation of the signs. Each tenant shall be required to obtain a Certificate of Occupancy prior to issuance of an individual sign permit and establishment of any sign.

SECTION 6. Notice of Exemption. Within five (5) working days after the passage and adoption of this Resolution, the City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project.

SECTION 7. Custodian of Records. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 17th day of June 2015.

William A. Phillips
Mayor

ATTEST:

Mitzi Ortiz, CMC
City Clerk

APPROVED AS TO FORM:

Scott C. Smith
City Attorney



PA15-015 (MSP) Park Plaza at Aliso Viejo Town Center

Sign Program Amendment

Building 1: 26791 Aliso Creek Road



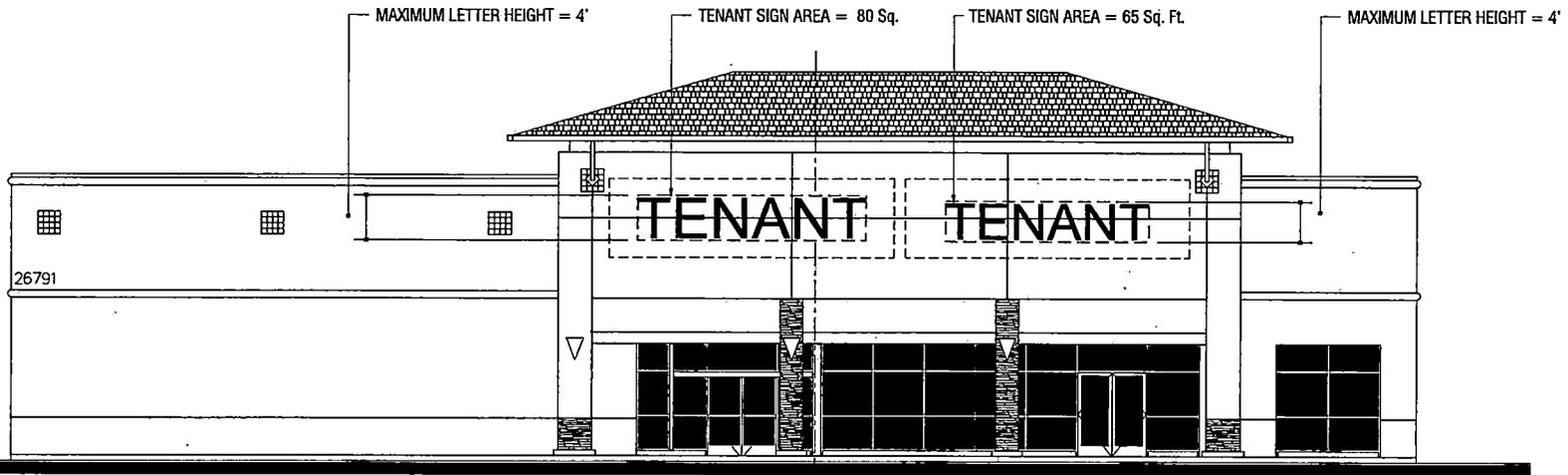


EXHIBIT IX

Aliso Viejo, CA

Attachment 3 PA15-015: Park Plaza at
 Aliso Viejo Town Center
 Building Elevation of New Signs
 6/17/15 City Council

Sign Program

PARK PLAZA

AT

ALISO VIEJO TOWN CENTER

**Retail Center at Southwest Corner
Aliso Creek Road and Enterprise
Site Plan #SP 95-0206
December 1995**

Revised March 2011(PA11-004)

Revised June 2015 (PA15-015)

Prepared for
**City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92654**

Prepared By
Michael J. McLaughlin & Associates
26161 La Paz Road, Suite C
Mission Viejo, California 92691
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Revised By
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(415) 897-2616

PA15-015
OA Partners, LLC
10 Harris Court, Suite B-1
Monterey, CA 93940
(831) 649-0220

TABLE OF CONTENTS

LIST OF EXHIBITS.....ii

1. PURPOSE AND INTENT 1

2. GENERAL PROVISIONS 3

3. MONUMENT SIGNS 3

4. BUILDING SIGNS 3

THEATER..... 3

RETAIL (BUILDING 1).....3

MAJOR TENANTS (BUILDINGS 2- 5 & 8) 4

RETAIL/OFFICE (BUILDING 7) 4

OFFICE BUILDING (BUILDING 12) 5

SHOP/PAD TENANTS (BUILDINGS 6, 10, 11, & 13-23)..... 5

5. UNDER-CANOPY SIGNS 6

EXHIBITS 7

EXHIBITS

	<u>Page</u>
EXHIBIT I SIGN LOCATION MAP	2
EXHIBIT II SCHEDULE FOR MAJOR TENANT IDENTIFICATION MONUMENT SIGNS	E-1
EXHIBIT III TYPICAL THEATER SIGNS	E-2
(Building 9)	
EXHIBIT IV TYPICAL MAJOR TENANT SIGNS	E-3
(Over 20,000 Square Foot Leasehold Area)	
EXHIBIT V TYPICAL MAJOR TENANT SIGNS	E-4
(Over 10,000 Square Foot Leasehold Area)	
EXHIBIT VI TYPICAL SHOP/PAD TENANT SIGNS	E-5
(Building 6, 10, 11 & 13-23)	
EXHIBIT VII TYPICAL UNDER CANOPY SIGNS	E-6
EXHIBIT VIII RETAIL/OFFICE BUILDING SIGNS	E-7
(Building 7)	
EXHIBIT IX RETAIL SIGNS	E-8
(Building 1)	

PARK PLAZA
at
Aliso Viejo Town Center
SIGN PROGRAM

1. PURPOSE AND INTENT

The criteria herein is established to provide for criteria for signs for **PARK PLAZA** at Aliso Viejo Town Center. For the mutual benefit of all Tenants these guidelines provide assurance that tenant signs are harmonious with each other, integrate with the architecture of PARK PLAZA and conform to approve the Aliso Viejo Town Center Sign Plan which is part of Area Plan # AP 95-0114 approved by County of Orange March 12, 1996. The Park Plaza at Aliso Viejo Town Center Sign Program was revised April 26, 2011 (PA11-004) and **June 17, 2015 (PA15-015)**.

PARK PLAZA at Aliso Viejo Town Center will accommodate a variety of uses including theaters, specialty stores, services, restaurants and other retail commercial uses that will be primarily oriented to the regional trade area. Adequate identification of the project and these individual businesses will help to assure tenant viability and project success.

The intent of these Sign Program is to provide the guidelines necessary to achieve a visually coordinated, interesting and vibrant environment, while providing tenant identification. Tenant classifications are described as follows:

- Retail – Building 1**
- Major Tenants - Buildings **2-5**, & 8
- Retail/Office - Building 7
- Theater - Building 9
- Medical Office - Building 12
- Shop/Pad Tenants -Buildings 6, 10, 11 & 13-23

The EXHIBIT I indicates tenant classifications and freestanding sign locations.

2. GENERAL PROVISIONS

Review and Approvals

All signs shall conform with this Sign Program as well as the provisions and requirements outlined in the Aliso Viejo Town Center Sign Plan.

Sign Area

The area of the sign shall be measured by a rectangular box around the outside of all lettering including logo. Typographical ascenders and descenders shall not be included in the calculation of the sign face area. Letter heights which exceed the maximum outlined herein, may be permitted to utilize allowable sign area.

3. MONUMENT SIGNS

Ground mounted / monument signs shall be provided for identification of the Aliso Viejo Town Center, Grand Park and major **PARK PLAZA** tenants. (Refer to Sign Plan for design details).

Major Tenant Identification

Monument signs shall identify the Theater and Major Tenants within **PARK PLAZA**,

- Sign panels shall be provided for identification of major tenants with an occupancy of 10,000 gross square feet or more.
- Double and single face signs shall be permitted at project entry driveways per the tenant identification schedule in EXHIBIT II.
- Pad buildings, (BLDGS 13-19) shall not be entitled to sign panels or monuments.

4. BUILDING SIGNS

The type, quantity, size and location of building signs shall be determined by the available frontage and the size of the leasehold area. The following tenant categories exist within **PARK PLAZA**: Theater, Major Tenants, Office, and Shop/Pad Tenants.

Theater

Building 9 is a theater which is unique in character and therefore permitted signs based upon operational requirements. Signs shall be permitted as indicated in EXHIBIT III. (Maximum sign area of 200 square feet shall be allocated for tenant identification on tower feature).

Retail – Building 1

Building 1 when occupied by two tenants shall have the building signage divided between Tenant A and Tenant B. Building signs shall meet the following criteria. Refer to EXHIBIT IX.

- Maximum letter height of 48”.
- Tenant A shall have a maximum sign area of 80 square feet.
- Tenant B shall have a maximum sign area of 65 square feet.
- Signs shall be set back from building corner no less than 1/2 the adjacent letter or logo height.

Major Tenants

Buildings 2-5, & 8 when occupied by tenants with leasehold area greater than 10,000 square feet shall have signs shall meeting the following criteria. Refer to EXHIBIT III & IV.

- Each tenant shall be permitted one square foot of sign area per each lineal foot of leasehold frontage. Maximum letter height of 60".
- Signs may be located on either the building entry canopy, wall or both. Building signs shall be centered over primary tenant entry. Signs shall be set back from building corner no less than 1/2 the adjacent letter or logo height.
- Secondary signs which describes generic services or products ancillary to the primary business name shall be permitted for tenants with greater than 20,000 square feet of leasehold area. The signs shall be sized and oriented for visibility from the adjacent primary parking area.

Retail/Office - Building 7

Building 7 shall be occupied by single or multiple tenants with leasehold areas less than 10,000 square feet. Building signs shall meet the following criteria.

- Each tenant shall be permitted one (1) square foot of signage area for every lineal foot of frontage. Maximum letter height of 24"; minimum letter height 14". Logos are permitted but cannot exceed one and one half (1.5) times the letter height. Each tenant is permitted a maximum of two (2) signs, if total square footage and quantity permitted is not exceeded. Both signs cannot be located on the same frontage.
- Minimum sign area shall be 25 square feet or up to 75% of leasehold frontage at primary entry.
- Second floor tenants without leasehold frontage facing the parking lot or drive aisle shall be permitted signage on building wall facing the parking lot, or drive aisle on the second floor building canopy only. Signage can only be placed, if the maximum number of signs for the second floor have not been met. The second sign shall count towards total square footage permitted.
- All signs must be evenly spaced.
- Tenants shall display only their established trade name or their basic product name. The name shall be used consistently on all building elevations adjacent to public streets and common area.
- Signs shall maintain a minimum distance of 1/2 the average letter height from architectural features, parapets and building corners.
- The maximum number of signs per tenant shall be two (2). Tenants are permitted one (1) sign per frontage. Both signs cannot be located on the same wall.

Signage for first floor:

- No signage shall be placed on the rotunda.
- Maximum of three (3) signs shall be permitted on fascias facing the parking lot.

PARK PLAZA at Aliso Viejo Town Center

- Maximum of two (2) signs shall be located on the fascia facing the fountain area.
- Only one (1) sign shall be permitted on fascia facing entrance/exit drive aisle.
- At no time shall total amount of sign square footage permitted to be exceeded by any tenant(s).

Signage for second floor:

- Only one (1) sign shall be permitted on the rotunda.
- Maximum of two (2) signs shall be permitted on square tower. Both signs shall not be permitted on the same frontage.
- Maximum of two (2) signs shall be located on the fascia between the square tower and the rotunda facing the parking lot.
- Maximum of two (2) signs shall be located on the fascia facing the fountain area.
- At no time shall total amount of sign square footage permitted to be exceeded by any tenant(s).

Office Building

Building 12 shall be occupied by medical or professional office tenants. Building signs shall meet the following criteria:

- The total building identification signs shall not exceed one square foot of sign area for each lineal foot of building frontage, not to exceed 100 square feet.

Maximum Channel Letter Height 24"
Minimum Channel Letter Height 14"

- At no time shall total amount of sign square footage permitted to be exceeded by any tenant(s).
- Building signs must be separated by 20 percent of total building perimeter.
- If the building is multi tenant only the major tenants occupying more than 20% gross leasable floor area or a listing of generic services provided (e.g. Dental, Medical, Accounting) are permitted.

Shop/Pad Tenants

Buildings 6, 10, 11, & 13-23 shall be occupied by single or multiple tenants with leasehold area less than 10,000 square feet. Building signs shall meet the following criteria. Refer to EXHIBIT VI.

- Each tenant shall be permitted one square foot of sign area per each lineal foot of leasehold frontage. The minimum sign area shall be 25 square feet or up to 75% of leasehold frontage at the primary entry.
- Maximum letter height of 24" is established for Shop and Pad Buildings.
- Tenants shall display only their established trade name or their basic product

name. The name shall be used consistently on all building elevations adjacent to public streets and common area.

- Signs shall maintain a minimum distance of 1/2 the average letter height from architectural features, parapets and building corners.
- Tenant name shall not be entitled to be placed on Monument Sign panel.

5. UNDER-CANOPY SIGNS

Under-Canopy Signs shall be provided for all business uses. Typical design criteria for the under canopy signs will be as indicated on Exhibit VII.

- Tenants shall be restricted to one, two-sided identification sign for each store frontage at primary business entry.
- The identification shall be attached to the canopy/soffit and shall hang perpendicular to the entrance of the shop with a minimum hanging clearance of 8 feet.
- Tenants shall be encouraged to use dimensional graphic design on the under-canopy signs using colors that are compatible with building color.

PARK PLAZA
EXHIBITS

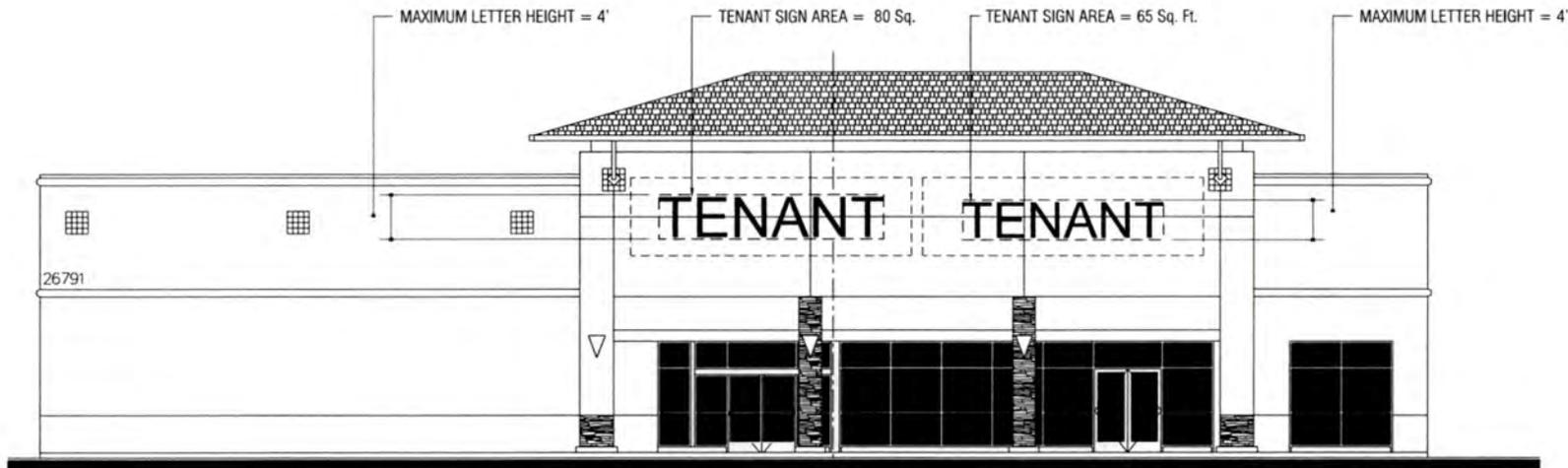


EXHIBIT IX

Aliso Viejo, CA

City of Aliso Viejo
CITY COUNCIL
AGENDA ITEM



DATE: June 17, 2015

TO: Mayor and City Council

FROM: City Attorney

SUBJECTS: ORDINANCE RELATED TO ASSIGNMENT OF HEARING OFFICERS IN
APPEALS OF ADMINISTRATIVE DECISIONS

RECOMMENDED ACTIONS

Staff recommends the City Council introduce and approve for first reading the attached Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF ALISO VIEJO, CALIFORNIA AMENDING SECTION 1.10.030 OF THE ALISO VIEJO MUNICIPAL CODE PROVIDING FOR THE ASSIGNMENT OF HEARING OFFICERS IN APPEALS OF ADMINISTRATIVE DECISIONS

FISCAL IMPACT

No financial impact is anticipated for the adoption of the proposed Ordinance.

ENVIRONMENTAL:

The Ordinance is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activities are not "projects" as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because they have no potential for resulting in physical change to the environment, directly or indirectly.

BACKGROUND

Section 1.10.030 of the Aliso Viejo Municipal Code ("AVMC") Section 1.10.030 requires the City to maintain, through a process of issuing requests for qualifications, a panel of qualified city managers to act as hearing officers. A "qualified city manager" is one who has at least five years' experience as a city manager. At present, the City has retained only one hearing officer who meets the qualifications set forth at AVMC Section 1.10.030. This hearing officer has presided over the last three appeal hearings at the

rate of \$150/hour for his services, which is not excessive for someone with the requisite city manager experience.

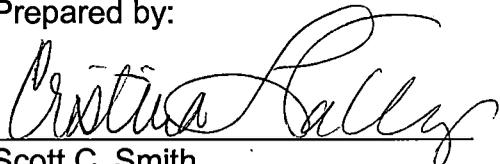
DISCUSSION

The AVMC requirement that a hearing officer have five years' experience as a city manager has resulted in substantially high appeal costs, especially in those matters that are complicated and require numerous hours of time to review and analyze evidence. In an effort to reduce appeal costs, the proposed ordinance removes the RFQ process and the requirement that the hearing officer be a city manager. Instead, as proposed, the Section 1.10.030 will authorize the City Manager to select a hearing officer with adequate background in the subject matter or sufficient experience serving as a hearing officer. Using this broader criteria will ensure that administrative appeals continue to be conducted in an impartial and fair manner, while at the same time lowering the costs of the hearings. This selection method is consistent with the process used in cities such as Santa Ana, Riverside, Indian Wells, and Newport Beach.

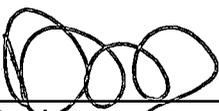
CONCLUSION

Staff recommends the City Council introduce and approve for first reading the proposed Ordinance. This amendment to the AVMC will expand the pool of eligible applicants for the position of hearing officer and reduce the costs of appeals.

Prepared by:


for Scott C. Smith
City Attorney

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

ORDINANCE NO. 2015-___

**AN ORDINANCE OF THE CITY COUNCIL OF ALISO VIEJO
AMENDING SECTION 1.10.030 OF THE ALISO VIEJO
MUNICIPAL CODE PROVIDING FOR THE ASSIGNMENT OF
HEARING OFFICERS IN APPEALS OF ADMINISTRATIVE
DECISIONS**

WHEREAS, the City of Aliso Viejo ("City") is authorized to conduct appeals of administrative decisions pursuant to Chapter 1.10 of the Aliso Viejo Municipal Code ("AVMC"); and

WHEREAS, AVMC Section 1.10.030 authorizes the City to maintain a panel of qualified city managers to serve as hearing officers for to hear administrative appeals; and

WHEREAS, requiring that the hearing officer be a qualified city manager has resulted in substantial appeal costs, especially in complex appeals; and

WHEREAS, the City desires to amend Chapter 1.10 in order to expand the pool of eligible hearing officers and thereby reduce the costs of appeals, while continuing to maintain an efficient and fair process for the appeal of administrative decisions.

THE CITY COUNCIL OF THE CITY OF ALISO VIEJO HEREBY ORDAINS AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

Section 2. Hearing Officers—Assignment. Section 1.10.030 of the Aliso Viejo Municipal Code is hereby amended in its entirety, pursuant to Ordinance No. 2015-___ to read as follows:

"1.10.030 Hearing Officers—Assignment.

The City Manager shall select and maintain a panel of qualified persons to serve as hearing officers for matters appealed according to the procedures set forth in this chapter. "Qualified persons" shall be limited to individuals with an adequate background in the subject matter of the appeal or sufficient experience serving as a hearing officer. Hearing officers shall be assigned to matters on a rotating basis to ensure fair and impartial review and analysis of issues on appeal.

Section 4. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section

Ordinance No. 2015-_____

15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5. Severability. The provisions of this Ordinance are severable and if any provision of this Ordinance is held invalid, that provision shall be severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect, and not be affected by such invalidity.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

Section 7. Certification. The City Clerk shall publish this Ordinance within fifteen (15) days of its adoption in accordance with California Government Code Section 36933.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2015.

William A. Phillips
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM

Scott C. Smith
City Attorney

Ordinance No. 2015-_____

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF ALISO VIEJO)

I, Mitzi Ortiz, City Clerk of the City of Aliso Viejo, California, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Aliso Viejo held on the _____ day of _____ 2015, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Mitzi Ortiz, MMC
City Clerk