



# AGENDA of the LAGUNA WOODS CITY COUNCIL

**Regular Meeting**  
**Wednesday, September 17, 2014**  
**2:00 P.M.**

**Council Chambers**  
**Laguna Woods City Hall**  
**24264 El Toro Road**  
**Laguna Woods, CA 92637**

AGENDA DESCRIPTION: The Agenda descriptions are intended to give notice, to members of the public, of a general summary of items of business to be transacted or discussed. The listed Recommended Action represents staff or a particular Committee's recommendation. The City Council may take any action, which it deems to be appropriate on the agenda item and is not limited in any way by the recommended action. Any person wishing to address the City Council on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. Whenever possible, lengthy testimony should be presented to the City Council in writing (8 copies) and only pertinent points presented orally. Requests to speak to items on the agenda shall be heard at the appropriate point on the agenda; requests to speak about subjects not on the agenda will be heard during the Public Comment section of the meeting.

## **I. CALL TO ORDER**

## **II. FLAG SALUTE**

## **III. ROLL CALL**

COUNCILMEMBERS: \_\_\_ Hatch, \_\_\_ Horne, \_\_\_ Ring  
\_\_\_ Conners, Mayor Pro Tem, \_\_\_ Hack, Mayor

#### **IV. PRESENTATIONS**

- 4.1 Discussion of Drought Response and Water Conservation Efforts – Bob Hill, General Manager, El Toro Water District
- 4.2 Discussion of the August 27, 2014 Residential Structure Fire, 2300 Block of Via Mariposa West – Bryan Brice, Division Chief, Orange County Fire Authority and Jim Beres, Civilian Supervisor, City of Laguna Beach

#### **V. CITY COMMENDATIONS AND PROCLAMATIONS**

- 5.1 City Proclamations

RECOMMENDED ACTION: Approve and present proclamations for:

- Constitution Week, September 17-23, 2014; and
- Alzheimer’s Disease Awareness Month, September 2014.

#### **VI. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 6.1 City Council Minutes

RECOMMENDED ACTION: Approve the City Council meeting minutes from the August 13, 2014 special meeting and the August 20, 2014 regular meeting.

- 6.2 Approve the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

- 6.3 Treasurer’s Report

RECOMMENDED ACTION: Receive and file the August 2014 monthly Treasurer’s Report.

6.4 Warrant Register

RECOMMENDED ACTION: Approve the September 17, 2014 Warrant Register in the amount of \$558,159.72.

6.5 As Needed Financial Services

RECOMMENDED ACTION: Approve an agreement with Irwin B. Bornstein for as needed financial services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

**VII. PUBLIC HEARINGS – None**

**VIII. CITY COUNCIL BUSINESS**

8.1 John Wayne Airport Settlement Agreement Amendment

RECOMMENDED ACTION: Consider authorizing the Mayor to execute a letter on behalf of the City supporting the “Proposed Project” included in the Draft Environmental Impact Report for the Proposed Amendment of the John Wayne Airport Settlement Agreement.

8.2 Community and Economic Development Improvement Plan

RECOMMENDED ACTION: Approve the proposed Community and Economic Development Improvement Plan and authorize staff to implement the Plan as funding and resources permit.

8.3 Building Services Operational Improvements and Agreements

RECOMMENDED ACTION:

A. Approve an agreement with CSG Consultants, Inc. for Certified Access Specialist (CAsp) and building plan review services, and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

AND

B. Approve an agreement with CivilSource, Inc. for building inspection and permit counter services, and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

## **IX. COMMITTEE REPORTS**

- 9.1 Transportation Corridor Agencies (Mayor Hack)
- 9.2 Orange County Library Advisory Board (Councilmember Horne)
- 9.3 Orange County Fire Authority (Councilmember Hatch)
- 9.4 Southern California Water Committee (Mayor Hack)
- 9.5 Coastal Greenbelt Authority (Mayor Pro Tem Conners)
- 9.6 Orange County Vector Control District (Councilmember Horne)

## **X. PUBLIC COMMENTS**

## **XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS**

### 11.1 Reports on Meetings Attended per Government Code §53232.3

State law requires Councilmembers to provide a report on all meetings or events they attend for which the City pays fees, travel or other expenses. These are informational reports and no action is taken on the item.
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- A. League of California Cities, Annual Conference  
September 3-5, 2014: Mayor Pro Tem Conners, Councilmember Horne
- B. Water Advisory Committee of Orange County, Regular Meeting  
September 5, 2014: Mayor Hack

### 11.2 Other Meetings, Comments, and Announcements

## **XII. CLOSED SESSION**

- 12.1 The City Council will meet in closed session under authority of Government Code sections 54956.9(d)(2) and (e)(1), to discuss potential exposure to litigation in two cases.


### XIII. ADJOURNMENT

The meeting will be adjourned to a regular meeting of the City Council at 2:00 p.m. on Wednesday, October 15, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 if you do not have a TDD. Notification 48 hours prior to the meeting should enable the City to make reasonable arrangements to assure accessibility to the meeting.

AGENDA: The City Council agenda and agenda back-up materials are available from the Office of the City Clerk, after 4:30 p.m., on the Friday prior to the City Council meeting. The office of the City Clerk is located at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Copies of the agenda are provided at no cost. Agenda back-up materials are available at City Hall for inspection and copies are available at no charge prior to the meeting. A per page copy cost does apply after the meeting. If you wish to be added to the e-mail or regular mail list to receive a copy of the agenda, a request must be made to the City Clerk in writing. Copies of the agenda are mailed only if stamped, self-addressed envelopes are provided. The City of Laguna Woods mailing address is 24264 El Toro Road, Laguna Woods, CA 92637. Phone: (949) 639-0500, FAX (949) 639-0591.

I declare under penalty of perjury that I posted this notice of agenda at the locations designated by Resolution 02-33.

  
\_\_\_\_\_  
Anna Sanchez, Acting City Clerk

9/12/2014  
\_\_\_\_\_  
Date

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**5.1**  
**CITY PROCLAMATIONS**

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**Proclamation**  
**City of Laguna Woods**  
**Constitution Week**  
**September 17-23, 2014**

**WHEREAS**, September 17, 2014 marks the two hundred and twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law #915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim September 17-23, 2014 to be Constitution Week in the City of Laguna Woods and ask its citizens to reaffirm the ideals that the Framers of the Constitution had in 1787.

Dated this 17<sup>th</sup> day of September, 2014

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Bert Hack, Mayor

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Attest: Anna Sanchez, Acting City Clerk

# Proclamation City of Laguna Woods

## Alzheimer's Disease Awareness Month September 2014

**WHEREAS**, Alzheimer's disease is a progressive degenerative disease of the brain causing deterioration in memory and thinking, as well as judgment and reasoning ability that affects behavior, emotions, and the ability to perform self-care; and

**WHEREAS**, according to the Center for Disease Control and Prevention, approximately 5 million people in the United States are living with Alzheimer's and it is the sixth leading cause of death for older adults; and

**WHEREAS**, the City of Laguna Woods recognizes the difficulties and emotional toll on individuals, families, friends, and caregivers dealing with the devastating effects of Alzheimer's disease and the efforts of local organizations to provide support and assistance.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim September 2014 as Alzheimer's Disease Awareness Month in the City of Laguna Woods and calls upon all residents to learn more about Alzheimer's disease and to offer their support to the individuals and caregivers living with this disease.

Dated this 17<sup>th</sup> day of September 2014

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Bert Hack, Mayor

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Attest: Anna Sanchez, Acting City Clerk

**6.1-6.5  
CONSENT CALENDAR SUMMARY**

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**City of Laguna Woods  
Agenda Report**

**DATE:** September 17, 2014 Regular City Council Meeting

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**AGENDA ITEM:** Consent Calendar Summary

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**Recommended Action**

Approve all proposed actions on the September 17, 2014 Consent Calendar by single motion and City Council action.

**Discussion**

In general, the Consent Calendar contains routine matters or matters that have already been discussed by the City Council. It is adopted in total with a single motion and City Council action. However, if any Councilmember or member of the public has questions or wishes to discuss an item further, the item may be removed from the Consent Calendar and placed later on the agenda for discussion and action. The way to remove an item from the Consent Calendar is to request its removal, by agenda item number, immediately prior to the adoption of the Consent Calendar. Members of the public may fill out a request to speak on the item they wish removed and the City Clerk will note the item for removal. No reason need be given with the request. Items pulled from the Consent Calendar are not discussed at the time they are pulled; they are scheduled for discussion immediately after action on the balance of the Consent Calendar.

The September 17, 2014 Consent Calendar contains the following items:

- 6.1 Approval of City Council meeting minutes from the August 13, 2014 special meeting and the August 20, 2014 regular meeting.
- 6.2 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not

approved, all ordinances and resolutions must be read out loud in their entirety during the City Council meeting.

- 6.3 Approval of a motion to receive and file the August 2014 monthly Treasurer's Report.
- 6.4 Approval of the September 17, 2014 Warrant Register in the total amount of \$558,159.72. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.
- 6.5 Approval of an agreement with Irwin B. Bornstein for as needed financial services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. Mr. Bornstein is a highly qualified financial professional and Certified Public Accountant (CPA). He earned a Master of Business Administration (MBA) degree from Stanford University and has worked in management roles for the cities of Anaheim, Whittier, and Mission Viejo, where he retired in 2011 as Assistant City Manager/Director of Administrative Services. Since retiring, Mr. Bornstein has provided as needed financial services to the City, as well as services to the cities of Laguna Niguel and Stanton. Approval of the proposed agreement would continue his services, as needed, throughout Fiscal Year 14-15.



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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
SPECIAL MEETING  
August 13, 2014  
9:00 A.M.  
City Council Chambers  
24264 El Toro Road  
Laguna Woods, CA 92637**

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**I. CALL TO ORDER**

Mayor Hack called the Special Meeting of the City Council of the City of Laguna Woods to order at 9:21 a.m.

**II. FLAG SALUTE**

Councilmember Hatch led the flag salute.

**III. ROLL CALL**

COUNCILMEMBERS:       PRESENT:   Hatch, Horne, Conners, Hack  
                                  ABSENT:   Ring

STAFF PRESENT:         City Manager Macon, City Attorney Cosgrove, Acting City Clerk Sanchez

**IV. CLOSED SESSION**

4.1   The City Council met in closed session under authority of Government Code sections 54956.9(d)(2) and (e)(1), to discuss potential exposure to litigation in two cases.

The City Council reconvened in open session at 4:53 p.m. City Attorney Cosgrove advised that there was no reportable action under Government Code Section 54957.1.

**V. PUBLIC COMMENT – None**

**VI. ADJOURNMENT**

The meeting was adjourned at 10:23 a.m. to a regular meeting at 2:00 p.m. on August 20, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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Anna Sanchez, Acting City Clerk

Adopted: September 17, 2014

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BERT HACK, Mayor

**CITY OF LAGUNA WOODS  
CITY COUNCIL MINUTES  
REGULAR MEETING  
August 20, 2014  
2:00 P.M.  
City Council Chambers  
24264 El Toro Road  
Laguna Woods, CA 92637**

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**I. CALL TO ORDER**

Mayor Hack called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:00 p.m.

**II. FLAG SALUTE**

Mayor Pro Tem Conners led the flag salute.

**III. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Horne, Hatch, Conners, Hack  
                                  ABSENT:   Ring

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, Assistant City  
                                  Manager Reilly, Acting City Clerk Sanchez

**IV. PRESENTATIONS**

None

**V. CITY COMMENDATIONS AND PROCLAMATIONS**

Mayor Hack acknowledged the City Council Candidates who were present.

**VI. CONSENT CALENDAR**

Moved by Councilmember Conners, seconded by Councilmember Horne, and voted 4-0 with Councilmember Ring being absent to approve Consent Calendar Items 6.1 – 6.8.

**6.1 City Council Minutes**

Approved the City Council meeting minutes from the June 10, 2104 special meeting; the June 18, 2014 regular meeting; the June 25, 2014 adjourned regular meeting; the July 2, 2014 special meeting; and, the July 30, 2014 special meeting, as submitted.

6.2 Waive reading of ordinances and resolutions

Approved the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

6.3 Treasurer's Reports

Received and filed the June 2014 monthly Treasurer's Report; the July 2014 monthly Treasurer's Report; and, the Fourth Quarter Fiscal Year 2013-14 quarterly Treasurer's Report.

6.4 Warrant Register

Approved the August 20, 2014 Warrant Register in the amount of \$1,133,128.56.

6.5 Notice of Completion – El Toro Road Reconstruction Project

A. Approved final plans and specifications reflecting completion of the El Toro Road Reconstruction Project.

AND

B. Approved a supplemental appropriation of \$88,621 for the El Toro Road Reconstruction Project from the unallocated Measure M2 Fund balance, and a resolution approving a corresponding increase in the Fiscal Year 2014-15 Measure M2 Fund budget appropriation to cover expenses resultant of unforeseen field conditions, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS,  
CALIFORNIA, MODIFYING THE ADOPTED FISCAL YEAR 2014-15  
MEASURE M2 FUND BUDGET

AND

C. Accepted project completion of the contract with Palp, Inc., doing business as Excel Paving Company, for the El Toro Road Reconstruction Project.

AND

D. Released contract retention in the amount of \$31,853.01 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange.

AND

E. Exonerated project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

## 6.6 Ad Hoc Economic/Community Development Committee

Extended the term of the Ad Hoc Economic/ Community Development Committee that consists of Mayor Pro Tem Conners and Councilmember Ring through the regular meeting of the City Council on October 15, 2014 in order to allow sufficient time to finalize recommendations to the City Council.

## 6.7 Climate Adaptation Plan Development Services

Approved an extension and amendment to the agreement with PMC for climate adaptation plan development services, and authorized the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

## 6.8 Fire/EMS Emergency Ambulance Transportation and Related Services

Approved an amendment to the agreement with American Medical Response Ambulance Service, Inc. DBA Doctor's Ambulance Service extending the agreement for fire/EMS emergency ambulance transportation and related services, and authorized the Mayor to execute the amendment subject to approval as to form by the City Attorney.

**VII. PUBLIC HEARINGS – None****VIII. CITY COUNCIL BUSINESS**

## 8.1 Community Services Grant Program Administrative Policy

City Manager Macon summarized the agenda report.

Bobby Oakes, chair of the Community Services Committee, spoke on the item. She commended staff and the City Council on the changes that were necessary for the policy. City Councilmembers thanked Ms. Oakes for her comments.

Marion Levine, President of the Foundation of Laguna Woods Village, thanked the City Council for its support of the Foundation.

Councilmember Hatch thanked the committees for their work and advisement.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Conners, and voted 4-0 with Councilmember Ring being absent to approve the proposed modified version of Administrative Policy 2.8 pertaining to the Community Services Grant Program.

## 8.2 Appointment of League of California Cities 2014 Annual Conference Delegate and Alternate

City Manager Macon summarized the agenda report.

Mayor Hack discussed the League of California Cities' purpose and its importance to the City of Laguna Woods.

Moved by Councilmember Hatch, seconded by Mayor Hack, and voted 4-0 with Councilmember Ring being absent to appoint Mayor Pro Tem Conners to serve as the City's delegate and Councilmember Horne to serve as the City's alternate at the League of California Cities' 2014 Annual Conference.

**IX. COMMITTEE REPORTS**

9.1 Transportation Corridor Agencies (Mayor Hack)

Mayor Hack provided a report.

9.2 Orange County Library Advisory Board (Councilmember Horne)

Councilmember Horne stated that there was no meeting this month.

9.3 Orange County Fire Authority (Councilmember Hatch)

Councilmember Hatch provided a report.

9.4 Southern California Water Committee (Mayor Hack)

Mayor Hack provided a report.

9.5 Coastal Greenbelt Authority (Mayor Pro Tem Conners)

Mayor Pro Tem Conners provided a report.

9.6 Orange County Vector Control District Board (Councilmember Horne)

Councilmember Horne provided a report.

**X. PUBLIC COMMENT**

David Russell Ohrn, resident, congratulated Councilmember Horne on her appointment to the City Council and thanked Mayor Hack for acknowledging the City Council candidates.

**XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS**

11.1 Reports on Meetings Attended per Government Code §53232.3

A. Water Advisory Committee of Orange County, Regular Meeting  
July 11, 2014: Mayor Hack

Mayor Hack provided a report.

- B. Southern California Water Committee, Quarterly Meeting  
July 26, 2014: Mayor Hack

Mayor Hack provided a report.

- C. League of California Cities/Orange County Division, Quarterly Meeting  
July 31, 2014: Councilmember Horne

Councilmember Horne provided a report.

- D. Water Advisory Committee of Orange County, Regular Meeting  
August 1, 2014: Mayor Hack, Councilmember Horne

Councilmember Horne provided a report.

- E. California Adaptation Forum  
August 18-19, 2014: Councilmember Horne

Councilmember Horne provided a report.

#### 11.2 Other Meetings, Comments and Announcements

Mayor Hack discussed issues related to the Sacramento Bay Delta.

Mayor Pro Tem Conners discussed the importance of reducing waste by considering bio-waste as another means of recycling.

Mayor Pro Tem Conners reported on the California Joint Powers Insurance Authority's annual meeting that she attended.

Councilmember Horne reported on a tour of South County Outreach that she attended.

### **IX. ADJOURNMENT**

The meeting was adjourned at 3:17 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, September 17, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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Anna Sanchez, Acting City Clerk

Adopted: September 17, 2014

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BERT HACK, Mayor

**6.2**  
**WAIVE READING OF ORDINANCES AND**  
**RESOLUTIONS**  
**(NO REPORT)**

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**6.3**  
**TREASURER'S REPORT**

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**City of Laguna Woods**  
**Monthly Treasurer's Report**  
**August 31, 2014**

**CASH ON HAND**1. Investments/General Fund

Local Agency Investment Fund	\$	7,896,605
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Subtotal	\$	7,896,605

2. Investments/Special Funds

Local Agency Investment Fund	\$	789,278
		<hr/>
Subtotal	\$	789,278

3. Other Interest & Non-Interest Bearing/General & Special

Petty Cash Funds	\$	515
Analyzed Checking Account	\$	224,088
		<hr/>
Subtotal	\$	224,603

<b>TOTAL</b>	<b>\$</b>	<b>8,910,486</b>
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Note: LAIF reports interest earnings quarterly.

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**6.4**  
**WARRANT REGISTER**

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CITY OF LAGUNA WOODS  
 WARRANT REGISTER  
 September 17, 2014

Check Number	Check Date	Vendor Name	Description	Amount
<b>PREPAID WARRANTS:</b>				
<i>Automatic Bank Debits</i>				
Debit	08/14/2014	ADP PAYROLL SERVICES	Pay Period Ended 08/08/2014	22,701.20
Debit	08/14/2014	ADP PAYROLL SERVICES	Processing Charges/Payroll 08/08/2014	119.24
Debit	08/28/2014	ADP PAYROLL SERVICES	Pay Period Ended 08/22/2014	22,409.03
Debit	08/28/2014	ADP PAYROLL SERVICES	Processing Charges/Payroll 08/22/2014	117.26
Debit	09/02/2014	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 8/08/14	4,355.33
Debit	09/02/2014	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 8/22/14	3,979.90
Debit	09/02/2014	CALPERS - HEALTH	Employee Benefit Program/September 2014	4,785.27
Debit	09/10/2014	VANTAGEPOINT TRANSFER AGT-457	Employee Benefit Program/August 2014	1,906.50
<b>Other</b>				
115472	08/20/2014	* OC LOCAL HONEY	Beekeeping Service/June 2014	100.00
115473	08/20/2014	*/ SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance/May 2014	1,191.60
115474	08/20/2014	ACCOMTEMS	Accounting Services/Week Ending 8/8/14	1,580.00
115475	08/20/2014	AFLAC	Employee Benefit Program/August 2014	103.54
115476	08/20/2014	AT&T	Telephone/581-3974/July 2014	87.01
115477	08/20/2014	AT&T	Telephone/583-1105/July 2014	16.68
115478	08/20/2014	BANK OF AMERICA - CC	Credit Card Charges/July 2014	422.55
115479	08/20/2014	CAA	Water Quality Consulting/July 2014	3,916.50
115480	08/20/2014	CALIFORNIA EMERGENCY PHYSICIAN	Pre-Employment Physical/Senior Accountant	45.00
115481	08/20/2014	CALIFORNIA YELLOW CAB	Non-Emergency Medical Transportation/July 2014	6,164.00
115482	08/20/2014	JOHN CAMP	Taxi Voucher Refund	25.00
115483	08/20/2014	CIVIL SOURCE	Building Inspection Service/July 2014	12,525.00
115484	08/20/2014	JOSEPH DIAMOND	Taxi Voucher Refund	37.50
115485	08/20/2014	MAW 'N PAW KETTLECORN	Movie Matinee/Refreshments	60.00
115486	08/20/2014	NIEVES LANDSCAPE, INC.	Irrigation Repair	234.52
115487	08/20/2014	NUVIS	Landscape Inspection/July 2014	5,160.00

CITY OF LAGUNA WOODS  
 WARRANT REGISTER  
 September 17, 2014

Check Number	Check Date	Vendor Name	Description	Amount
115488	08/20/2014	OC LOCAL HONEY	Beekeeping Service/July 2014	100.00
115489	08/20/2014	REILLY, DOUGLAS C.	Employee Benefit Program/August 2014	109.49
115490	08/20/2014	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Program	15,257.00
115491	08/27/2014	* LANGDON DEVELOPMENT, INC.	Waste Diversion Deposit Refund/BP 38856C	250.00
115492	08/27/2014	* SOUTH COUNTY OUTREACH	Community Services Grant/April-June 2014	5,000.00
115493	08/27/2014	* TRAUMA INTERVENTION PROGRAM	Community Services Grant/April-June 2014	1,250.00
115494	08/27/2014	ACCOUNTemps	Accounting Services/Week Ending 8/15/14	1,580.00
115495	08/27/2014	BARBARA ALTMAN	Taxi Voucher Refund	28.00
115496	08/27/2014	AT&T	Telephone/458-3487/August 2014	33.43
115497	08/27/2014	ATLAS HOME DESIGN	Waste Diversion Deposit Refund/BP 39788C	250.00
115498	08/27/2014	CALEB CONSTRUCTION	Waste Diversion Deposit Refund/BP 39521D	2,050.00
115499	08/27/2014	CAPTIONING UNLIMITED	Closed Captioning/Council Meeting/August 20, 2014	200.00
115500	08/27/2014	DAVID CHANG	Taxi Voucher Refund	20.00
115501	08/27/2014	CITY OF LAGUNA BEACH	Animal Control Service/July 2014	15,730.16
115502	08/27/2014	COPPOLA CONSTRUCTION	Waste Diversion Deposit Refund/Multiple Permits	750.00
115503	08/27/2014	COUNTY OF ORANGE - SHERIFF	Law Enforcement/August 2014	125,165.08
115504	08/27/2014	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program/September 2014	502.32
115505	08/27/2014	EL TORO WATER DISTRICT	Ridge Route Park/August 2014	633.00
115506	08/27/2014	EL TORO WATER DISTRICT	Dog Park/August 2014	20.60
115507	08/27/2014	EL TORO WATER DISTRICT	City Hall Utilities/August 2014	28.00
115508	08/27/2014	EL TORO WATER DISTRICT	City Hall Utilities/August 2014	115.82
115509	08/27/2014	MANAGED HEALTH NETWORK	Employee Benefit Program/September 2014	14.82
115510	08/27/2014	LUCY MAXIM	Taxi Voucher Refund	50.00
115511	08/27/2014	MYKATON CONSTRUCTION	Waste Diversion Deposit Refund/BP 39973C	250.00
115512	08/27/2014	NIEVES LANDSCAPE, INC.	Irrigation Maintenance	585.00
115513	08/27/2014	ROSALIND SCHULTZ	Taxi Voucher Refund	50.00
115514	08/27/2014	RICHARD SMITH	Waste Diversion Deposit Refund/BP 39982C	500.00
115515	08/27/2014	SONITROL	Alarm Monitoring/September 2014	62.50

CITY OF LAGUNA WOODS  
 WARRANT REGISTER  
 September 17, 2014

Check Number	Check Date	Vendor Name	Description	Amount
115516	08/27/2014	SOUTHERN CALIFORNIA EDISON	City Hall Utilities/August 2014	2,711.95
115517	08/27/2014	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers/August 2014	101.41
115518	08/27/2014	SOUTHERN CALIFORNIA EDISON	City Centre Park/August 2014	26.98
115519	08/27/2014	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program/September 2014	126.63
115520	09/03/2014	* NUVIS	Landscape Architectural Service	517.50
115521	09/03/2014	ACCOUNTEMPS	Accounting Services/Week Ending 8/22/14	1,264.00
115522	09/03/2014	AT&T	Telephone/452-0600/August 2014	516.29
115523	09/03/2014	AT&T	Telephone/639-0500/August 2014	194.15
115524	09/03/2014	AT&T	Telephone/770-9359/August 2014	17.60
115525	09/03/2014	CIVIL SOURCE	Engineering Service/July 2014	1,530.57
115526	09/03/2014	COPPOLA CONSTRUCTION	Waste Diversion Deposit Refund/BP 40113C	250.00
115527	09/03/2014	EXCEL PAVING	El Toro Road Reconstruction Project	112,892.78
115528	09/03/2014	GOVERNMENT STAFFING SERVICES	Administrative Assistant/August 2014	2,796.50
115529	09/03/2014	GREAT CLEANING SERVICE	Janitorial Service/August 2014	792.65
115530	09/03/2014	KONICA MINOLTA	Copier Lease/Sept 2014	483.84
115531	09/03/2014	LANGDON DEVELOPMENT LLC	Waste Diversion Deposit Refund/BP 38854C	250.00
115532	09/03/2014	METROPOLITAN WATER DISTRICT	Water Policy Forum/Horne/Hack	150.00
115533	09/03/2014	GWEN NORTON-PERRY	Consulting Services/August 2014	1,800.00
115534	09/03/2014	PEAK LIGHTING & ELECTRIC, INC	Residential Streetlight Maintenance/August 2014	682.89
115535	09/03/2014	RUTAN & TUCKER, LLP	Legal Services/July 2014	15,507.06
115536	09/03/2014	ANNA SANCHEZ	Administrative Services/August 2014	5,400.00
115537	09/03/2014	SCOTT FAZEKAS & ASSOCIATES	Plan Check Services/July 2014	2,500.00
115538	09/03/2014	SOUTHERN CALIFORNIA EDISON	Residential Streetlights/United/August 2014	1,710.96
115539	09/03/2014	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers/August 2014	985.07
115540	09/03/2014	LORRAINE STONE	Taxi Voucher Refund	50.00
115541	09/10/2014	ACCOUNTEMPS	Accounting Services/Week Ending 8/29/14	1,580.00
115542	09/10/2014	AT&T	White Pages/September 2014	4.31
115543	09/10/2014	BALLIET, MICHAEL	Waste/Recycle Consulting/August 2014	6,013.75

CITY OF LAGUNA WOODS  
 WARRANT REGISTER  
 September 17, 2014

Check Number	Check Date	Vendor Name	Description	Amount
115544	09/10/2014	ROBERT M BARRY	Financial Services/August 2014	2,607.50
115545	09/10/2014	IRWIN B BORNSTEIN, CPA	Financial Services/August 2014	6,268.75
115546	09/10/2014	CALIFORNIA JOINT POWERS	Workers Comp/Liability Insurance/Fiscal Year 2014-15	33,010.00
115547	09/10/2014	CIVIL SOURCE	Engineering Service/July 2014	13,612.50
115548	09/10/2014	COUNTY OF ORANGE - WATER QUAL	NPDES Water Quality Annual Fee/Fiscal Year 2014-15	243.00
115549	09/10/2014	MARC DONOHUE	Administrative Services/August 2014	400.00
115550	09/10/2014	WILLIAM GRIFFIN	Public Safety/September 2014	3,094.00
115551	09/10/2014	SHARI HORNE	CA Adaptation Forum/Reimbursement	218.68
115552	09/10/2014	KBKONCEPT	Waste Diversion Deposit Refund/BP 38035C	250.00
115553	09/10/2014	OFFICE TEAM	Administrative Assistant/Week Ending 8/29/14	161.72
115554	09/10/2014	MYUNG S PARK	Waste Diversion Deposit Refund/BP 39754C	250.00
115555	09/10/2014	SOUTHERN CALIFORNIA EDISON	Ridge Route Park/August 2014	54.85
115556	09/10/2014	WARE DISPOSAL	Sharps Program/August 2014	1,303.72
<b>Total Prepaid Warrants</b>				<b>484,959.46</b>

CITY OF LAGUNA WOODS  
 WARRANT REGISTER  
 September 17, 2014

Check Number	Check Date	Vendor Name	Description	Amount
<b>REGULAR WARRANTS:</b>				
115557	09/10/2014	* CIVIL SOURCE	Traffic Engineering/March 2014	5,370.00
115558	09/10/2014	ANDERSONPENNA PARTNERS, INC.	Code Enforcement/August 2014	2,088.00
115559	09/10/2014	BANK OF AMERICA - CC	Credit Card Charges/August 2014	538.99
115560	09/10/2014	CALIFORNIA YELLOW CAB	Taxi Voucher Services/August 2014	13,844.00
115561	09/10/2014	CYNTHIA CONNERS	Auto Allowance/September 2014	300.00
115562	09/10/2014	COUNTY OF ORANGE - SHERIFF	Auto Fingerprint ID System/August 2014	451.68
115563	09/10/2014	EL TORO WATER DISTRICT	Irrigation/August 2014	6,934.45
115564	09/10/2014	HACK, BERT	Auto Allowance/September 2014	300.00
115565	09/10/2014	ROBERT NOEL HATCH	Auto Allowance/September 2014	300.00
115566	09/10/2014	SHARI HORNE	Auto Allowance/September 2014	300.00
115567	09/10/2014	LILLEY PLANNING GROUP	Building Official Services/August 2014	6,591.00
115568	09/10/2014	CHRISTOPHER MACON	Technology Allowance/August 2014	150.00
115569	09/10/2014	NIEVES LANDSCAPE, INC.	Landscape Maintenance/Repair/September 2014	14,120.41
115570	09/10/2014	OC LOCAL HONEY	Beekeeping Service/August 2014	100.00
115571	09/10/2014	ORANGE COAST PLUMBING	Building Maintenance/Repair/Drinking Fountain	510.00
115572	09/10/2014	ORKIN	Pest Control/September 2014	92.93
115573	09/10/2014	PV MAINTENANCE INC	Street Maintenance/August 2014	14,723.88
115574	09/10/2014	ROBERT RING	Auto Allowance/September 2014	300.00
115575	09/10/2014	PEGGY RITSI	Taxi Voucher Refund	50.00
115576	09/10/2014	SOUTHERN CALIFORNIA EDISON	Safety Lights over Traffic Signals/August 2014	378.35
115577	09/10/2014	SOUTHERN CALIFORNIA EDISON	Right of Way/August 2014	2,348.42
115578	09/10/2014	THE GAS COMPANY	City Hall Utilities/August 2014	14.30
115579	09/10/2014	WM CURBSIDE, LLC	HHW/E-Waste Collection/August 2014	3,393.85
<b>Total Regular Warrants</b>				<b>73,200.26</b>

**Total Register 558,159.72**

CITY OF LAGUNA WOODS  
 WARRANT REGISTER  
 September 17, 2014

Check Number	Check Date	Vendor Name	Description	Amount
		<b>July Credit Card Statement Detail</b>		
	Debit	NORCO	Delivery Service	27.55
	Debit	CSMFO	Submission/Budget Evaluation/Awards	150.00
	Debit	CALIFORNIA ADAPTATION FORUM	Conference Registration/Home/Macon	245.00
		<b>August Credit Card Statement Detail</b>		
	Debit	FEDEX	Delivery Service	207.62
	Debit	ICMA	Job Posting/Administrative Services Director	260.37
	Debit	OC REGISTER	Newspaper/Digital Edition	56.00
	Debit	CLASSIC PARKING	Parking/League of CA Cities Conference/Reilly	15.00

\* FY 2013-14 Expenses

**6.5**  
**AS NEEDED FINANCIAL SERVICES**

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## **CONSULTANT SERVICES AGREEMENT FOR AS NEEDED FINANCIAL SERVICES**

This Consultant Services Agreement for As Needed Financial Services (“Agreement”) is entered into by and between the CITY OF LAGUNA WOODS, a general law city of the State of California, (“City”) and IRWIN B. BORNSTEIN, an individual, (“Consultant”).

1. Services of Consultant. In compliance with all the terms and conditions of this Agreement, Consultant shall provide as needed financial services for the City, which may include finance, accounting, budget, purchasing, payroll/benefit administration, and other related services. Consultant shall have access to City support administrative staff as may be necessary to accomplish the tasks, directions, and service goals of the City, as the same are, and from time to time shall be, communicated to Consultant by the City’s City Manager. Consultant’s services to be performed may generally include, but not be limited to, the following:

- a) Assist City staff in preparing the City’s Fiscal Year 2013-14 financial statements, including providing audit support and participating in meetings.
- b) Assist City staff in implementing the City’s Fiscal Year 2014-15 budget and work plan, including performing analysis and preparing reports.
- c) Assist City staff in preparing the City’s Fiscal Year 2015-16 budget and work plan, including developing revenue projections, estimating expenditures, drafting narratives, and participating in meetings and public workshops.
- d) Advise and make recommendations to the City’s City Manager on matters pertaining to the City’s financial services staffing patterns, systems, and policies.
- e) Coordinate with the City’s City Attorney regarding legal aspects of the City’s operations, legal opportunities, and potential liabilities as pertain to financial services, and confer with legal counsel in making recommendations on legal matters to the City’s City Manager and City’s City Council.

2. City Contract Officer. The City’s City Manager shall be the Consultant’s primary point of contact with the City, and shall have primary responsibility for coordinating communications with Consultant and the City’s City Council.

3. Consultant Conflicts. Consultant is free to contract with other parties, apart from City, for the performance of any services Consultant offers, provided that such additional work or clientele of Consultant does not directly conflict with work Consultant is doing for the City. Consultant has provided a list of current clients to City, and City has agreed there are no disabling conflicts with Consultant’s continuance of the identified matters for such clients. If Consultant is retained by additional clients during the period of this Agreement, and the work such clients request of Consultant conflicts with work Consultant is performing for City, Consultant shall meet and confer with City prior to finalizing acceptance of the employment of the potentially conflicting matter.

4. Compensation. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount of Eighty-Five Dollars (\$85.00) hourly. Consultant shall perform work only as requested by City.

a) No later than the 15<sup>th</sup> of each month Consultant shall furnish to City an **original** invoice for all work performed during the preceding month. The invoice shall detail charges by the categories required by City, which are subject to change at the discretion of City. City shall independently review each invoice submitted by the Consultant to determine whether the work performed is in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (b). In the event that any charges are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

b) Except as to any charges for work performed incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

c) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the Agreement by Consultant.

d) Consultant shall provide his own automotive transportation, at his cost, for local travel, including travel to and from the City's offices and local meetings. Consultant shall be reimbursed for registration fees and/or lodging expenses for events Consultant is required by the City to attend only as may be approved by the City in writing prior to the time such expenses are incurred. Any such expenses shall be documented and billed at Consultant's actual cost, without increase or overhead charge.

e) Consultant's hourly compensation rate shall be "all inclusive." City shall not provide separate reimbursement for telephone, data, or Internet service; equipment; supplies; or, incidental expenses incurred in the performance of Consultant's services.

5. Standard of Performance. Consultant represents and warrants that he has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of his ability, experience and talent, perform all services described herein. In meeting his obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

6. Compliance with Applicable Laws. Consultant shall keep himself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

7. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

8. Term. This Agreement is effective beginning July 1, 2014, and shall continue until 11:59 p.m. on June 31, 2015 unless extended by mutual written agreement. This Agreement may be terminated by either party, with or without cause, upon no less than fifteen (15) days written notice to the other. In the event such termination, Consultant will be paid only for such portion of time actually worked, prior to the date of termination.

9. Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any person or entity to perform, in whole or in part, the services required of Consultant herein without the prior express written approval of the City. Neither this Agreement, nor any interest herein, may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

10. Independent Contractor. Consultant shall perform all work and services required hereunder as an independent contractor of the City, and shall remain under only such obligations as are consistent with that role. Consultant is not, and shall not at any time or in any manner during the course of this Agreement, represent that he is an employee of the City, and shall not be entitled to any employee benefits from City in any manner for the services Consultant is providing under this Agreement. Consultant may, but is not required to, utilize the facilities of the City, including City's offices, computers and e-mail service provider, in the performance of Consultant's duties hereunder.

11. Licenses, Permits and Fees. Consultant shall obtain and keep in effect, at all times during the term of this Agreement, and at his sole cost and expense, all such licenses, permits, or payment of fees as may be required by law for his performance of the services required under this Agreement.

12. Confidentiality.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager of City or his or her designee, except as may be required by law.

(b) Consultant shall not, without prior written authorization from the City Manager of City or his or her designee or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. Prohibition Against Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which has a material financial effect on his or her "economic interest," as that term is defined under Title 2, California Code of Regulations, section 18703, and related provisions of law.

14. Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, in the event of any default or breach by the City, or for any amount that become due to the Consultant under the terms of this Agreement.

15. Notice. Any written notice, demand, request, consent, approval, or communication called for under this Agreement shall be either served personally or sent by pre-paid, first class mail to the following addresses:

If to City:                      City of Laguna Woods  
    Attn: City Manager  
    24264 El Toro Road  
    Laguna Woods, CA 92637

Copy to:                         David B. Cosgrove, Esq.  
    Rutan & Tucker, LLP  
    611 Anton Boulevard, Suite 1400  
    Costa Mesa, CA 92626

If to Consultant:             Irwin B. Bornstein  
    27788 Hidden Trail Road  
    Laguna Hills, CA 92653



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**8.1**  
**JOHN WAYNE AIRPORT SETTLEMENT**  
**AGREEMENT AMENDMENT**

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## **City of Laguna Woods Agenda Report**

**DATE:** September 17, 2014 Regular City Council Meeting

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**AGENDA ITEM:** John Wayne Airport Settlement Agreement Amendment

---

### **Recommended Action**

Consider authorizing the Mayor to execute a letter on behalf of the City supporting the “Proposed Project” included in the Draft Environmental Impact Report for the proposed Amendment of the John Wayne Airport Settlement Agreement.

### **Background**

In June 2011, the City Council approved Resolution No. 11-10 to endorse the John Wayne Airport Corridor City Coalition and authorize listing the City as a supporter. A copy of Resolution No. 11-10, which includes the John Wayne Airport Corridor City Coalition’s position statement, is attached to this report as Attachment A.

### **Discussion**

A representative from the City of Newport Beach will be present at this meeting to discuss a request for the City to formally support the “Proposed Project” included in the Draft Environmental Impact Report (DEIR) for the proposed Amendment of the John Wayne Airport Settlement Agreement. Other John Wayne Airport Corridor City Coalition members, including the cities of Costa Mesa, Newport Beach, Tustin, and Villa Park, support the “Proposed Project,” as does the City of Laguna Beach. The Orange County Business Council and the non-profit Airport Working Group (AWG) and Stop Polluting Our Newport (SPON) also support the “Proposed Project.”

The “Proposed Project” includes provisions such as:

- Protection of the current noise-based curfew through 2035, which prevents commercial aircraft from taking off before 7 a.m., Monday – Saturday, and

before 8 a.m. on Sundays. Commercial aircraft are also prevented from taking off after 10 p.m. and arriving after 11 p.m. on any day.

- Allowance for potential increases in the cap on Million Annual Passengers (MAP) starting in 2021, when the cap could increase from 10.8 to 11.8 MAP through 2025 and either 12.2 or 12.5 MAP from 2026 through 2030.
- Allowance for an increase in “Class A” flights (generally, louder commercial flights) from 85 to 95 average daily departures from 2021 through 2030.

Earlier take-off times may be possible if the Amendment of the John Wayne Airport Settlement Agreement is not approved.

A copy of the DEIR’s Project Description, which includes additional information on the “Proposed Project” and alternatives is attached to this report as Attachment B. The complete DEIR and additional background information is available on the John Wayne Airport website at <http://www.ocair.com/communityrelations/settlementagreement/>.

The Orange County Board of Supervisors is scheduled to consider taking action on the Environmental Impact Report at a meeting on September 30, 2014.

### **Fiscal Impact**

The recommended action could be accommodated in the City’s existing budget.

### **Conclusion**

As a listed supporter of the John Wayne Airport Corridor City Coalition, the City of Newport Beach is requesting that the City formally support the “Proposed Project” included in the Draft Environmental Impact Report for the proposed Amendment of the John Wayne Airport Settlement Agreement.

Attachments: A – City Resolution No. 11-10  
B – Chapter 3 (“Project Description”) of the Draft Environmental Impact Report for the proposed Amendment of the John Wayne Airport Settlement Agreement

**RESOLUTION 11-10**

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LAGUNA WOODS, CALIFORNIA, IN  
SUPPORT OF THE JOHN WAYNE AIRPORT  
CORRIDOR CITY COALITION AND POSITION  
STATEMENT

WHEREAS, the City of Laguna Woods believes that cities need to work cooperatively with one another, with the Board of Supervisors and with other communities to ensure that decisions regarding John Wayne Airport (JWA) facilities and operations are consistent with principles that preserve and protect their constituents' quality of life; and

WHEREAS, the cities of Anaheim, Costa Mesa, Orange, Santa Ana, Tustin and Newport Beach are communities that have worked together, as a coalition (JWA Coalition), to obtain amendments to the JWA Settlement Agreement;

WHEREAS, these cities were joined by the cities of Irvine and Laguna Beach in 2010, along with the communities of Emerald Bay and the Foothill area in support of the Coalition and its principles; and

WHEREAS, all cities proximate to John Wayne Airport (JWA), including the City of Laguna Woods, are impacted by noise, traffic and aircraft emissions generated by air carriers operating in the John Wayne Airport (JWA) arrival and departure corridors; and

WHEREAS, future air transportation demands in Orange County and the Southern California region may result in pressure to modify and expand John Wayne Airport (JWA) or the rules and protections related to aircraft operations; and

WHEREAS, to effectively advocate on behalf of all impacted communities, the JWA Coalition has drafted a "Position Statement" that reflects the basic principles of these aligned cities regarding JWA facilities and operations, as well as regional plans and transportation solutions that address air transportation issues throughout Southern California; and

WHEREAS, it is in the interest of the City of Laguna Woods and its residents to be actively engaged on this important issue;

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

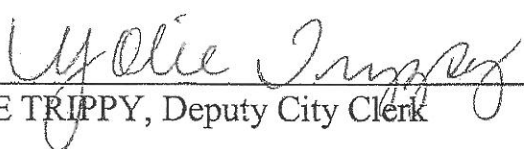
SECTION 1. The City Council formally endorses the John Wayne Airport Corridor City Coalition and the Position Statement attached hereto as Exhibit 1, and authorizes the listing of the City of Laguna Woods as a supporter.

SECTION 2. The City Council hereby authorizes the City Manager to engage actively with the JWA Corridor City Coalition to explore ways in which Laguna Woods might support the interests outlined in the Corridor City Coalition Position Statement.

PASSED, APPROVED AND ADOPTED this 15<sup>th</sup> day of June 2011.

  
\_\_\_\_\_  
BERT HACK, Mayor

ATTEST:

  
\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) ss.  
CITY OF LAGUNA WOODS   )


I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 11-10** was duly adopted by

the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 15<sup>th</sup> day of June 2011, by the following vote:

AYES: Rhodes, Ring, Robbins, Connors, Hack

NOES: None

ABSENT: None

  
\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

## Exhibit 1

### **CORRIDOR CITY COALITION POSITION STATEMENT**

#### **INTRODUCTION**

The cities of Anaheim, Costa Mesa, Irvine, Laguna Beach, Orange, Santa Ana, Tustin and Newport Beach can be the communities most directly impacted by noise generated by air carriers operating in the John Wayne Airport (JWA) arrival and departure corridors. In 2000, some of these cities became known as the Corridor City Coalition (Coalition) because of their collective support for amendments of the JWA Settlement Agreement.

The Coalition believes that continued involvement in decisions related to JWA and regional air transportation service is essential to maintain the high quality of life currently enjoyed by their residents.

#### **BACKGROUND**

JWA is, and will always be, incapable of serving all Orange County (County) air transportation demand and there is no viable site in the County for a second commercial airport. Air transportation demand in the County and the Southern California region now exceeds supply and that shortfall is likely to grow over time. The Coalition commends the Board of Supervisors and Airport Director for operating JWA in a manner that balances the County's air transportation needs with residents' quality of life. However, the Coalition must always be prepared to respond to any proposal to expand JWA and must be proactive in the search for ways to satisfy more of Orange County's air transportation demand without any expansion of JWA.

#### **UNDERSTANDING**

The Coalition agrees these actions are necessary to protect their residents:

- Oppose any expansion of JWA beyond its current (2007) footprint;
- Oppose a second air carrier runway or extension of the existing runway;
- Oppose any significant reduction in general aviation operations/facilities;
- Oppose any change to air carrier or general aviation noise ordinances;
- Ensure that regional plans are consistent with the legal and practical constraints on air carrier service at JWA;
- Oppose any attempt by out-of county entities to assume any ownership of, or operational control over, JWA;

- In cooperation with the Board and other public agencies, actively support development and implementation of proposals that enable Orange County residents and businesses to conveniently access underused out-of-county airports using roadway improvements and air passenger rail links.

#### **OTHER AGENCIES**

While Coalition members may be the communities most impacted by airport noise, all Orange County cities have a significant interest in JWA service levels and impacts. The Coalition encourages these communities to become “Coalition Supporters” by adopting this Position Statement. The Coalition will communicate regularly with, and seek input from all Coalition Supporters.

## **3.0 PROJECT DESCRIPTION**

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### **3.1 PROJECT LOCATION**

The Project would be implemented at John Wayne Airport, Orange County (“JWA” or “the Airport”) in an unincorporated area of Orange County. Although the Airport encompasses approximately 504 acres, the aviation activities at JWA are located on approximately 400 acres. The site is south of Interstate (“I”) 405, north of State Route (“SR”) 73, west of MacArthur Boulevard, and east of Red Hill Avenue. The Airport property, owned by the County of Orange, includes the airfield; the terminal; maintenance buildings; surface level and parking structures; the administrative building; property leased for aviation support uses; and a portion of the Newport Beach Golf Course. The Project area is surrounded by the cities of Newport Beach, Irvine, and Costa Mesa, as well as several unincorporated County islands. The regional location and local vicinity are provided on Exhibits 3-1 and 3-2, respectively.

### **3.2 PURPOSE OF THE PROJECT**

As discussed in Section 2.3, Project History, the JWA Settlement Agreement and its amendments have played an important role in providing air service at JWA. Having the Settlement Agreement in place since 1985 has quieted the litigation and community discourse over the noise and traffic associated with commercial air service at JWA, which has been an issue since the 1970s. The Settlement Agreement establishes the operational parameters at the Airport that have safeguarded community concerns while allowing needed improvements and capacity increases to be implemented.

The Settlement Agreement is set to expire on December 31, 2015. Therefore, in order to ensure that the types of noise and access restrictions established by the 1985 Settlement Agreement remain grandfathered under the Airport Noise and Capacity Act of 1990 (“ANCA;” see 49 U.S.C. Section 47524(d)(3)-(4)), the Proposed Project contemplates an amendment to that 1985 Settlement Agreement (as amended) that does not further “reduce or limit aircraft operations or affect aircraft safety.” (49 U.S.C. Section 47524(d)(4).) Consistent with the long-term implementation of the 1985 Settlement Agreement (as amended), the proposed extension of the Settlement Agreement would allow the community, the airlines, and the County to have a clear understanding of the noise and access restrictions that would govern the Airport’s operations, and the resulting environmental effects into a defined future period of time.

In order to preserve the Settlement Agreement’s existing “grandfathered” status from the limitations and requirements of ANCA, subsequent amendments to the Settlement Agreement have not reduced or limited aircraft operations or affect aircraft safety.



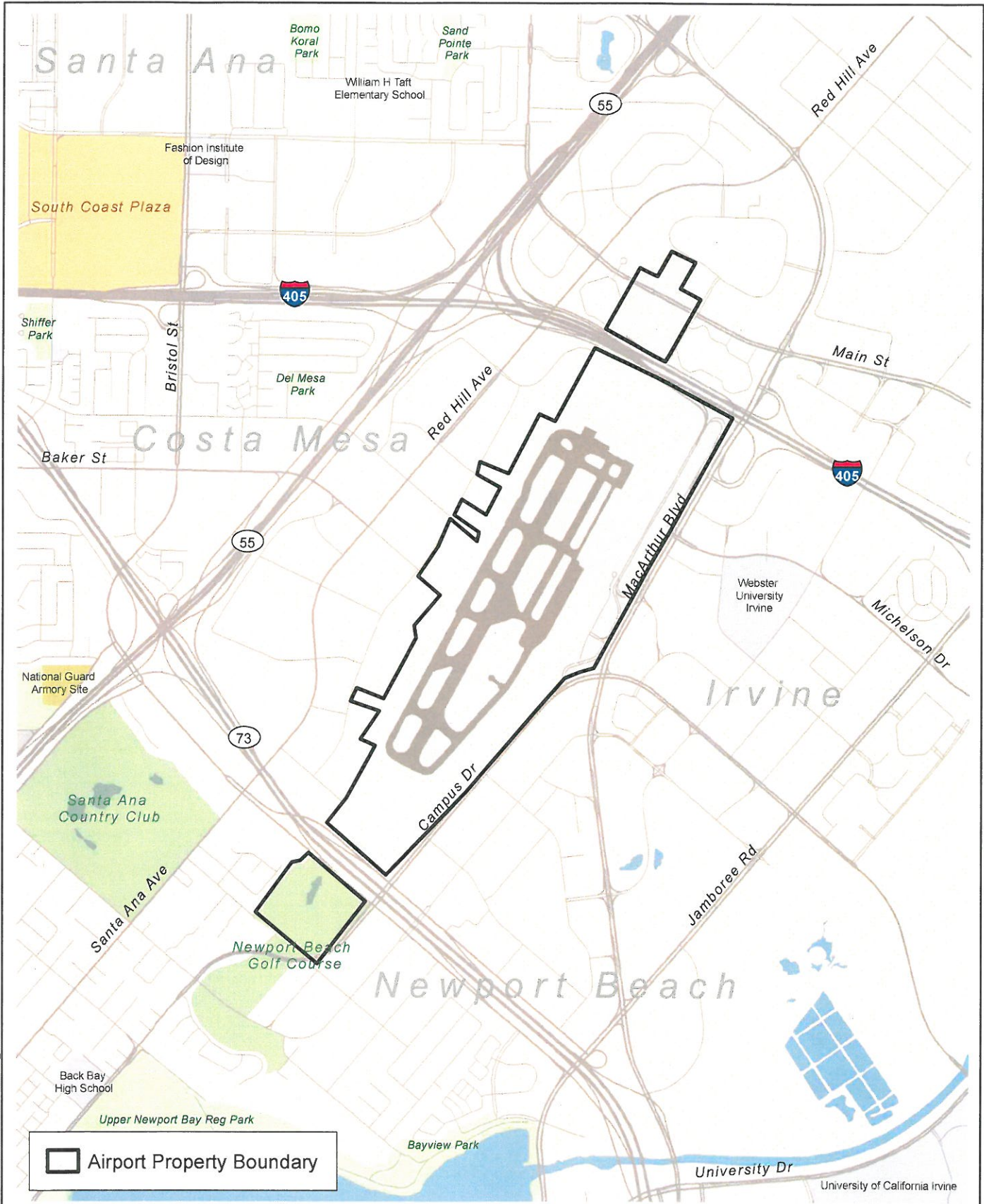
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## Regional Location

Exhibit 3-1

John Wayne Airport Settlement Agreement Amendment





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### Local Vicinity

John Wayne Airport Settlement Agreement Amendment

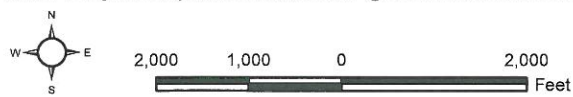


Exhibit 3-2



### **3.3 PROJECT OBJECTIVES**

Recognizing the role the Settlement Agreement has played in providing a balance between aviation activities and community impacts associated with the operations, as part of the Memorandum of Understanding (“MOU”) (further discussed below), the signatories have identified the following Project objectives:

1. To modify some existing restrictions on aircraft operations at JWA in order to provide increased air transportation opportunities to the air-traveling public using the Airport without adversely affecting aircraft safety, recognizing that aviation noise management is crucial to continued increases in JWA’s capacity.
2. To reasonably protect the environmental interests and concerns of persons residing in the vicinity of the JWA, including their concerns regarding “quality of life” issues arising from the operation of JWA, including but not limited to noise and traffic.
3. To preserve, protect, and continue to implement the important restrictions established by the 1985 Settlement Agreement, which were “grandfathered” under ANCA and reflect and accommodate historical policy decisions of the Orange County Board of Supervisors regarding the appropriate point of balance between the competing interests of the air transportation and aviation community and local residents living in the vicinity of the Airport.
4. To provide a reasonable level of certainty to the following regarding the level of permitted aviation activity at JWA for a defined future period of time: surrounding local communities; Airport users (particularly scheduled commercial users); and the air-traveling public.
5. To consider revisions to the regulatory operational restrictions at JWA in light of the current aviation environment; the current needs of the affected communities; and industry interests represented at JWA.

### **3.4 LEAD AND RESPONSIBLE AGENCIES FOR THE PROJECT**

As owner and operator of JWA, the County of Orange is the Lead Agency for the Project. The State California Environmental Quality Act (“CEQA”) Guidelines, Section 15367, defines Lead Agency as follows:

“Lead Agency” means the public agency which has the principal responsibility for carrying out or approving a project. The Lead Agency will decide whether an EIR or Negative Declaration will be required for the project and will cause the document to be prepared.

As a signatory to the Settlement Agreement, the City of Newport Beach is a Responsible Agency. The CEQA Guidelines, Section 15381, defines Responsible Agency as follows:

“Responsible Agency” means a public agency which proposes to carry out or approve a project, for which a Lead Agency is preparing or has prepared an EIR or Negative Declaration. For the purposes of CEQA, the term “Responsible

Agency” includes all public agencies other than the Lead Agency which have discretionary approval power over the project.

The Lead Agency is responsible for the adequacy of its environmental documents and has broader authority to disapprove a project than does a Responsible Agency. However, as discussed in Section 2.2, Environmental Review Process, the County’s approval of the Project would be contingent upon the City Council of Newport Beach and the governing boards of Stop Polluting Our Newport (“SPON”) and Airport Working Group (“AWG”) approving and executing the agreed upon amendment to the Settlement Agreement. The Newport Beach City Council will use the Final EIR as the CEQA compliance document for its decision.

As discussed later in this document, roadway improvements are recommended as mitigation for the Project. Implementation of these measures would require approval of other agencies (surrounding local jurisdictions and Caltrans); however, for this Project (the Settlement Agreement Amendment), these other agencies are not considered Responsible Agencies because they will not be taking action on the Settlement Agreement Amendment. These agencies will likely be Lead or Responsible Agencies for subsequent CEQA documents for implementation of any off-site improvements.

### **3.5 PROJECT DESCRIPTION**

In an effort to balance the environmental, political, social, and economic demands and concerns regarding operations at JWA, operations at the Airport are subject to a number of operational regulations and restrictions that are contained in the Settlement Agreement. These restrictions include various limitations on the number of commercial airline operations; maximum single event noise levels applicable to both commercial and general aviation operations; and noise restrictions applicable to nighttime operations (“curfew”). These local proprietor restrictions were adopted prior to the passage of the ANCA and are expressly “grandfathered” from the limitations and requirements of ANCA under the terms of that statute and its implementing regulations. (49 U.S.C. Section 47524(d)(3)-(4).) Specifically, the legislation permitted the continued implementation of intergovernmental agreements that included airport noise or access restrictions in effect on November 5, 1990. (*Ibid.*)

As discussed above, the County of Orange, the City of Newport Beach, and two community groups (i.e., the AWG and SPON) entered into a Settlement Agreement that included limitations of the operations and facilities at JWA. The Project includes the possible modification of certain substantive provisions and an extension of the term of the Settlement Agreement for JWA.

Since early 2012, the County of Orange, the City of Newport Beach, AWG, and SPON have been discussing a second extension to the Settlement Agreement. The parties entered into an MOU that defines the “Proposed Project” and project alternatives to be analyzed pursuant to CEQA and provides general procedures and protocols that would be followed regarding the preparation of the Environmental Impact Report (“EIR”); however, it clearly states that the acceptance of the MOU is not intended as an approval of the Project. The County retains its “full discretion to adopt an alternative, impose mitigation measures, or disapprove the Project altogether once the requisite CEQA review is complete” (JWA 2013). The Orange County Board of Supervisors authorized execution of the MOU on April 16, 2013. The City of Newport Beach, AWG, and SPON all signed the MOU in April 2013.

In accordance with the MOU, this EIR addresses the impacts associated with the Proposed Project and three different alternatives (known as Alternatives A, B, and C), as well as the No Project Alternative, at a comparable level of detail. The alternatives vary in the details of various modifications to the substantive terms of the Settlement Agreement and in the extension of the curfew at JWA. The potential substantive modifications under these alternatives include possible modifications to the permitted number of “regulated” (presently, “Class A”) Average Daily Departures (“ADDs”); and, modification of the existing limitations on the number of million annual passengers (“MAP”), among others.

Neither the Proposed Project nor the alternatives propose physical improvements to the JWA facilities. However, the Proposed Project and the alternatives, other than the No Project Alternative, would permit an increase in the number of loading bridges, though the timing of when this would be permitted varies. Since neither the Project nor any of the alternatives propose to construct additional loading bridges, the impacts are not evaluated in this EIR. (Note the impacts would vary depending on the number of additional loading bridges proposed.) Subsequent CEQA documentation would be required prior to any physical improvements, such as additional loading bridges.

Though no new facilities are proposed as part of the Project, the EIR does include an evaluation of the ability of the existing facilities to serve the various operational scenarios in Section 4.5, Land Use. That analysis finds that the level of service in certain areas of the Airport would decline under some operational scenarios; however, this does not mean that additional facilities would be required. Rather, passengers would experience an inconvenience associated with crowded facilities, such as longer lines.

A summary of the principal differences between the Proposed Project and MOU-identified alternatives is reflected in Table 3-1. A more detailed discussion of the Proposed Project and each of the alternatives is provided later in this section. Section 3.6 provides an explanation of the environmental baseline and approach to the evaluation of the phases for each scenario. The details on the assumptions for operations and passengers are also provided in Section 3.7, Assumptions. As evaluated in Sections 4.1 through 4.10 of this EIR, the Proposed Project and all of the alternatives would result in incremental increases in ancillary Airport operations, such as fuel delivery, to support the additional flights and passengers.

CEQA requires that an EIR identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), even if the alternative would impede, to some degree, the attainment of the project objectives. Therefore, in addition to the alternatives identified in the MOU, this EIR also considers one other alternative (“2025 Horizon Year Alternative”) in Section 7, Alternatives, and provides a discussion on alternatives that were not carried forward for full evaluation. The “2025 Horizon Year Alternative” is similar to the Proposed Project, subject to the caveats that the proposed extension of the term length would be 10 years and the alternative would limit the number of million annual passengers to 11.8 (see Table 7-2 for additional information). This alternative has been developed to meet the requirements of CEQA.

**TABLE 3-1  
PRINCIPAL TERMS OF THE PROPOSED PROJECT AND ALTERNATIVES  
EVALUATED IN THE ENVIRONMENTAL IMPACT REPORT**

Principal Restrictions	Proposed Project	Alternative A	Alternative B	Alternative C	No Project <sup>a</sup>
<b>Term</b>	Through December 31, 2030	Through December 31, 2030	Through December 31, 2030	Not Applicable	Not Applicable-- Settlement Agreement Expired
<b>Curfew</b>	Through December 31, 2035	Through December 31, 2035	Through December 31, 2035	Through December 31, 2020	Through December 31, 2020
<b>Annual Passenger Limit (MAP)</b>					
<b>Phase 1</b> January 1, 2016– December 31, 2020	10.8 MAP	10.8 MAP	10.8 MAP	16.9 MAP	10.8 MAP
<b>Phase 2</b> January 1, 2021– December 31, 2025	11.8 MAP	11.4 MAP	13.0 MAP	16.9 MAP	10.8 MAP
<b>Phase 3</b> January 1, 2026– December 31, 2030	12.2 or 12.5 MAP <sup>b</sup>	12.8 MAP	15.0 MAP	16.9 MAP	10.8 MAP
<b>Passenger Flights (Class A ADDs for passenger service)</b>					
<b>Phase 1</b> January 1, 2016– December 31, 2020	85 Class A ADDs	107 Class A ADDs (+22)	100 Class A ADDs (+15)	228 Class A ADDs (+143)	85 Class A ADDs
<b>Phase 2</b> January 1, 2021– December 31, 2025	95 Class A ADDs (+10)	120 Class A ADDs (+13)	110 Class A ADDs (+10)	228 Class A ADDs (+0)	85 Class A ADDs
<b>Phase 3</b> January 1, 2026– December 31, 2030	95 Class A ADDs	135 Class A ADDs (+15)	115 Class A ADDs (+5)	228 Class A ADDs (+0)	85 Class A ADDs
<b>Cargo Flights (Class A ADDs for all-cargo service)</b>					
January 1, 2016 – December 31, 2030	4 Class A ADDs	4 Class A ADDs	4 Class A ADDs	4 Class A ADDs	4 Class A ADDs
<b>Passenger Loading Bridges</b>					
January 1, 2016 – December 31, 2020	20	20	20	No Limit	20
January 1, 2021 – December 31, 2030	No Limit	No Limit	No Limit	No Limit	20
MAP: Million Annual Passengers; ADD: Average Daily Departures					
Table Notes:					
<b>Alternative A</b> was delineated based on information contained in the Federal Aviation Administration's Terminal Area Forecast Detail Report dated January 2013.					
<b>Alternative B</b> was delineated based on input from JWA's commercial air service providers.					
<b>Alternative C</b> was delineated based on the physical capacity of JWA's airfield.					
<sup>a</sup> The No Project Alternative assumes the maximum number of allowable operations under the current Settlement Agreement (as amended in 2003) would remain unchanged and the protection of the curfew would remain in place through 2020; however, there would be no limitation on the Board of Supervisors to, at a subsequent time, modify or eliminate the curfew or increase the number of ADD and MAP being served at the Airport. The analysis in this EIR assumes the curfew would stay in place for the duration of the analysis period (i.e., December 31, 2030). Subsequent CEQA documentation would be required to amend the curfew or modify the Access Plan to allow an increase in the number of flights and/or passengers.					
<sup>b</sup> Trigger for capacity increase to 12.5 MAP: air carriers must be within 5 percent of 11.8 MAP (i.e., 11.21 MAP) in any one calendar year during the January 1, 2021 through December 31, 2025 timeframe.					
Source: PROPOSED PROJECT AND ALTERNATIVES: Proposed Extension of the John Wayne Airport Settlement Agreement, Proposed Project and Alternatives A–C, JWA 2013.					

### 3.5.1 PROPOSED PROJECT

The Proposed Project would extend the term of the Settlement Agreement through December 31, 2030, and would require that there be no change to the curfew until December 31, 2035. The curfew, which has been in effect since 1969 and has been adopted by the Board of Supervisors as County Ordinance No. 3505, prohibits regularly scheduled commercial operations and general aviation operations that exceed the defined 86 decibel (“dB”) Single Event Noise Equivalent Levels (“SENEL”) at specified noise monitoring station locations from taking off between 10:00 PM and 7:00 AM (8:00 AM on Sundays) and landing between 11:00 PM and 7:00 AM (8:00 AM on Sundays). These local proprietor restrictions were adopted prior to the passage of the ANCA and were expressly “grandfathered” under the terms of that statute and its implementing regulations. This Proposed Project would gradually increase the number of regulated Class A commercial passenger flights and the number of passengers departing and arriving annually. Currently, the Airport serves 80 Class A ADDs and 9.2 MAP.<sup>1</sup> The existing Settlement Agreement restrictions allow for 85 Class A ADDs and 10.8 MAP. The Proposed Project assumes the flight and passenger levels allowed under the Settlement Agreement would remain unchanged until January 1, 2021, at which point it would be allowed to increase to 95 Class A ADDs and 11.8 MAP. This is an increase of up to 10 ADDs and 1.0 million additional passengers annually compared to what is currently allowed under the Settlement Agreement.

On January 1, 2026, the number passengers using the Airport, though not the number of flights, would again be able to increase. The amount of the increase would depend upon the actual service levels in the preceding five years. If the number of passengers served in any one calendar year, between January 1, 2021 through December 31, 2025, is within 5 percent of 11.8 MAP (i.e., 11.21 MAP), then the annual passenger level will be permitted to increase to 12.5 MAP through December 31, 2030. If passenger levels do not reach 11.21 MAP in any one calendar year between January 1, 2021 through December 31, 2025, passenger levels will only be able to increase to 12.2 MAP through December 31, 2030. Regardless of the MAP level permitted, there would be no increase in regulated Class A passenger service ADDs. The analysis in the EIR assumes the 12.5 MAP and 95 ADDs in the 2026 through 2030 timeframe because this represents the maximum environmental impact.

JWA currently has 20 passenger loading bridges that allow the passengers to enplane and deplane directly from the terminal building. It should be noted that loading bridges are not equivalent to gates, which are defined as the number of access points from the terminal to the aircraft. For example, there are times when flights “hardstand” and the passengers enplane and deplane directly from the tarmac using portable stairs. When the aircraft is accessed in this fashion, the aircraft occupies a gate but does not utilize a loading bridge. Currently, the commuter flights use gates located at the ends of the terminal building.

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<sup>1</sup> The Notice of Preparation (“NOP”) identified that JWA currently served approximately 8.9 MAP. This estimate was developed using data for the first six months of 2013 and projecting the expected number of passengers to be served for the entire year. This estimate was then updated to 9.17 MAP as part of the *Aviation Forecasts Technical Report* (Appendix B) prepared for this project. The updated projection used actual passenger data through August as the basis for projecting passenger levels through the end of 2013. The 9.17 MAP was used throughout the EIR as the forecasted baseline data. The actual 2013 counts were 9.2 MAP.

With the Proposed Project, no additional passenger loading bridges would be allowed through December 31, 2020, at which time the restriction on the number of passenger loading bridges would be lifted. However, the Project is not proposing the construction of any additional gates or other new facilities. Should additional gates or modifications to any Airport facilities be proposed at a subsequent time, separate environmental documentation pursuant to CEQA would be required prior to expansion of Airport facilities (e.g., terminal expansion, additional parking structures, new passenger loading gates). Additionally, if the new facilities were to require modification to the airfield, Federal Aviation Administration (“FAA”) and National Environmental Policy Act (“NEPA”) approval would also be required.

The Proposed Project would not modify the number of ADDs allocated to air cargo service, which would remain at four ADDs through the term of the Settlement Agreement Amendment.

### **3.5.2 ALTERNATIVE A**

Alternative A was developed based on information contained in the FAA’s Terminal Area Forecast Detail Report dated January 2013.<sup>2</sup> Alternative A is the same as the Proposed Project with regards to expiration of the terms of the Settlement Agreement (December 31, 2030) and restrictions on modifications to the curfew (December 31, 2035). This Alternative would also maintain the restriction on the number of passenger loading bridges until December 31, 2020, at which point the limitation would be removed. Alternative A would also not modify the number of ADDs allocated to air cargo operations. Also, like the Proposed Project, separate environmental documentation pursuant to CEQA would be required prior to implementation of any expansion of Airport facilities.

Alternative A is different than the Proposed Project with regards to the number of regulated Class A passenger service ADDs and MAP served at the Airport. Alternative A would maintain the 10.8 MAP through December 31, 2020. However, effective January 1, 2016, the number of regulated Class A passenger service ADDs would be allowed to increase to 107 ADD (an increase of 22 ADD over what is currently allowed under the Settlement Agreement). The number of regulated ADDs and MAP would then be allowed to increase on January 1, 2021, to 120 regulated Class A passenger service ADDs (an increase of 13 ADD over the 2020 levels and 35 ADD compared to what is currently allowed under the Settlement Agreement). The permitted MAP levels would be allowed to increase to 11.4 MAP, which is 0.6 million additional passengers annually compared to what is currently allowed under the Settlement Agreement.

A final increase in MAP and regulated Class A passenger service ADDs would be permitted to occur after January 1, 2026. Through the end of the Settlement Agreement term (December 31, 2030), a total of 135 regulated Class A passenger service ADDs would be permitted and a total of 12.8 MAP would be allowed.

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<sup>2</sup> The Terminal Area Forecast is developed by the FAA’s Office of Aviation Policy and Plans. These forecasts are used by the FAA to develop its programs and budget plans.

### 3.5.3 ALTERNATIVE B

Alternative B was developed based on input from JWA's commercial air service providers. As with Alternative A and the Proposed Project, Alternative B proposes to extend the term of the Settlement Agreement until December 31, 2030, and restrictions on modifications to the curfew would apply until December 31, 2035. This Alternative would also maintain the restriction on the number of passenger loading bridges until December 31, 2020, at which point the limitation would be removed. Alternative B would also not modify the number of ADD allocated to air cargo operations. Prior to the implementation of any expansion of Airport facilities, separate environmental documentation pursuant to CEQA would be required.

Alternative B is different with regards to the number of regulated Class A passenger service ADDs and MAP served at the Airport. Alternative B would also maintain the 10.8 MAP through December 31, 2020. However, effective January 1, 2016, the number of regulated Class A passenger service ADDs would be allowed to increase to 100 ADD (an increase of 15 ADD over what is currently allowed under the Settlement Agreement). The number of regulated ADDs and MAP would then be allowed to increase on January 1, 2021, to 110 regulated Class A passenger service ADDs (an increase of 10 ADD over the 2020 levels and 25 ADD compared to what is currently allowed under the Settlement Agreement). The permitted MAP levels would be allowed to increase to 13.0 MAP, which is a 2.2 MAP annual increase compared to what is currently allowed under the Settlement Agreement. A final increase in MAP and regulated Class A passenger service ADDs would be permitted to occur after January 1, 2026. Through the end of the term of the Settlement Agreement (December 31, 2030), a total of 115 regulated Class A passenger service ADDs would be permitted and a total of 15.0 MAP would be allowed.

### 3.5.4 ALTERNATIVE C

Alternative C reflects the physical capacity of the JWA airfield. Alternative C would not carry forward the restrictions on the number of regulated Class A passenger service ADDs and MAP served at the Airport. Rather, the passenger and flight levels would be dictated by airfield capacity. Under this alternative, as of January 1, 2016, there also would be no restrictions on the number of passenger loading bridges.

Alternative C does propose to maintain the current curfew until December 31, 2020, at which point the County could modify the General Aviation Noise Ordinance ("GANO", Ordinance 3505). This Alternative does not propose the modification of the GANO at this time. However, to ensure that the full impacts associated with Alternative C are addressed in this EIR assumptions have been made on flight activity with the modification of the GANO. Based on other airports that operate without a curfew and have similar operations and geographic conditions as JWA (i.e., a regional airport near a large hub airport and without major cargo operations), assumptions were made on the flight distributions. It was determined that, without the curfew, a reasonable assumption would be 75 percent day operations (7:00 AM to 7:00 PM), 14 percent evening operations (7:00 PM to 10:00 PM), and 11 percent night operations (10:00 PM to 7:00 AM). The bulk of the night operations would be between the hours of 6:00 AM and 7:00 AM due to the congestion during the 7:00 AM peak hour. There would be some operations after 10:00 PM as well, but most likely concentrated between 10:00 PM and 11:00 PM. This is discussed further in the *John Wayne Airport Environmental Impact Report Aviation Forecast Technical Report* and the *John Wayne Airport Environmental Impact Report Noise Analysis Technical Report*, Appendices B and C, respectively. Should the County desire to modify the GANO after December 31, 2020, it

would be considered a project pursuant to CEQA, and separate environmental documentation would be required to address the potential impacts associated with that action.

With Alternative C, the increase in flights and passenger levels would be permitted starting on January 1, 2016, and would remain the same throughout the entire study period (through 2030). Based on the current airfield capacity, this alternative would allow 228 regulated Class A passenger service ADDs, an increase of 143 regulated Class A passenger service ADDs over what is currently allowed under the Settlement Agreement. It is expected that this flight level would serve approximately 16.9 MAP, which is 6.1 MAP more than what is currently permitted under the Settlement Agreement. The differences in impacts associated with Phase 1 (2016-2020), and Phases 2 (2021-2025) and 3 (2026-2030) are attributable to the loss of the curfew after December 31, 2020.

### 3.5.5 NO PROJECT ALTERNATIVE

CEQA requires that the definition of the No Project Alternative include the existing conditions, as well as what would be reasonably expected to occur in the foreseeable future if the project was not approved. Specifically, Section 15126.6(e)(3)(A) of the State CEQA Guidelines addresses the definition of the No Project Alternative for land use or regulatory plans. It states:

When a project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. Typically this is a situation where other projects initiated under the existing plan will continue while the new plan is developed. Thus, the projected impacts of the proposed plan or alternative plans would be compared to the impacts that would occur under the existing plan.

Based on this guidance, this EIR assumes that no action would be taken by the County under the No Project Alternative, and the Settlement Agreement would be allowed to expire on December 31, 2015. The No Project Alternative also assumes the continuation of the provisions in the Settlement Agreement, as currently amended. Specifically, this alternative assumes there would be 85 regulated Class A passenger service ADDs and 10.8 MAP throughout the study period (i.e., beginning on January 1, 2016 and extending through December 31, 2030). This represents an increase of approximately 1.6 MAP and 5 noise-regulated ADD over 2013 activities.<sup>3</sup> With the No Project Alternative, there would be no change to the curfew; the number of ADD provided for air cargo operations; or the number of passenger loading bridges at the terminal.<sup>4</sup>

<sup>3</sup> The No Project Alternative assumes an increase of approximately 1.6 MAP over the actual passenger 2013 counts of 9.2 MAP. However, the technical studies for this EIR projected 9.17 MAP in 2013 based on passenger data through August. Therefore, the analysis of the No Project Alternative would result in a 1.63 MAP increase compared to the 2013 baseline assumed in the EIR.

<sup>4</sup> It should be noted that this level of passenger and air cargo service is greater than current operations but is permitted under the Settlement Agreement (as amended in 2003).

Under the No Project Alternative, although the assumption is made that operations at JWA would remain unchanged, upon expiration of the Settlement Agreement, the normal legislative discretion of the Board, as the owner and operator of JWA, to consider possible expansion of facilities or operations at JWA would, once again, be unconstrained by any judicial order. Therefore, the Board would be able to consider increasing the permitted levels of commercial operations. The Board would also be able to consider elimination of other restrictions on JWA operations including, but not limited to, the preexisting nighttime flight restrictions (curfew) independent of the City of Newport Beach, SPON, and AWG. But none of those things would happen automatically without further express action of the Board. Any of those actions would be “projects” within the meaning of CEQA and would require CEQA (and perhaps NEPA) compliance before they could be approved and implemented.

With expiration of the 1985 Settlement Agreement (as amended) under the No Project Alternative, and irrespective of whether the County exercises its discretion to modify JWA’s existing noise and access restrictions (e.g., curfew and Class A ADD limitations), other interested parties – such as the FAA and commercial air carriers – may argue that the restrictions violate ANCA and take action against the County seeking to eliminate the restrictions. (See 49 U.S.C. Section 47254(d)(3) [restrictions are exempt from ANCA to the extent an intergovernmental agreement is in place].)

## **3.6 ENVIRONMENTAL BASELINE AND EVALUATION OF INTERIM AND HORIZON YEARS**

### **3.6.1 CALIFORNIA ENVIRONMENTAL QUALITY ACT BASELINE**

For purposes of this EIR, the County has measured the Project’s potential environmental impacts against the required CEQA baseline, which is the “existing condition” at the time the Notice of Preparation (“NOP”) for this EIR was prepared. The NOP was circulated in October 2013. As previously indicated, the NOP identified that JWA currently served approximately 8.9 MAP. This estimate was developed using actual passenger data for the first six months of 2013 and projecting the expected number of passengers to be served for the entire year. This estimate was then updated to 9.17 MAP as part of the *Aviation Forecasts Technical Report* (Appendix B) prepared for this project. The updated projection used actual passenger data through August as the basis for projecting passenger levels through the end of 2013. The 9.17 MAP level was used throughout the EIR to establish the existing conditions baseline. The actual 2013 passenger counts were slightly higher at 9.2 MAP.

## 3.6.2 PHASES

The Proposed Project and Alternatives A through C have three distinct phases. Each phase has corresponding Principal Restrictions, such as the term of the amendment, curfew, annual passenger (i.e., MAP) limit and maximum number of Class A ADDs for passenger and cargo service, along with the number of passenger loading bridges permitted (see Table 3-1). Unique phases are referenced throughout the EIR by the phase number noted in Table 3-1. For example, when referencing Proposed Project Phase 2, reference is being made to the January 1, 2021 to December 31, 2025 time frame of the Proposed Project.

In all cases, it is assumed that the Principal Restriction maximum limits for each phase, defined in Table 3-1 are reached in the first year of the phase.<sup>5</sup> By assuming the maximum limit is reached in the first year, the EIR addresses the maximum environmental impact for each phase. For the No Project Alternative, it is assumed that the maximum limits are reached at the beginning of Phase 1 (January 1, 2016) and remain constant throughout the 2030 horizon year.

To ensure the EIR evaluates the full range of impacts, an impact analysis has been conducted for each of the interim phases when flight or passenger levels are proposed to change (i.e., 2016, 2021, and 2026 through 2030), unless otherwise noted in the Section 4 topical sections. There are certain topics, such as the policy analysis in Section 4.2, Biological Resources, where the phasing would not discernibly change the impacts; therefore, the analysis is not presented by phase.

The analysis of the Project's environmental effects on each phase provided in Section 4 of this EIR is organized by specific impact category (e.g., noise, air quality). In each category, the EIR provides an analysis measuring the Proposed Project and alternatives against the "existing conditions" baseline. The analysis of each alternative in Section 4 of this EIR is done at a comparable level of detail.

## 3.7 AVIATION ANALYSES ASSUMPTIONS

With the exception of the No Project Alternative, all the scenarios considered in this EIR assume an increase in the number of permitted Class A ADDs and maximum number of passengers served at JWA as compared to the existing Settlement Agreement parameters. To conduct the analysis for this EIR, assumptions needed to be made regarding the fleet mix (types of aircraft) that would be used for the additional flights; the distribution of the increased flights throughout the day; and the load factors (the number of passengers compared to the number of seats on the aircraft). This information is discussed in more detail in Appendix B, *Aviation Forecasts Technical Report*. The forecasts utilized in the EIR are based on:

- An analysis of historical trends in aviation activity at the Airport.
- Parameters such as passenger load factors and average aircraft seating capacity.

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<sup>5</sup> To ensure the maximum environmental impact scenario was evaluated for Phase 3 of the Proposed Project, the maximum MAP level of 12.5 has been evaluated throughout the EIR. Should the required trigger not be achieved (i.e., air carriers must be within 5 percent of 11.8 MAP, which is 11.21 MAP, in any one year during the January 1, 2021 through December 31, 2025 time frame), the lower MAP level of 12.2 MAP would apply, which would have less impacts.

- The assumption that the maximum number of commuter passengers (500,000) is used first in all scenarios, with the exception of Alternative C (all Phases).<sup>6</sup>
- The assumption that all of the allowed Class A ADDs will be used in each scenario.

Rather than distribute the allocated flights and passenger levels evenly throughout the year, the analyses developed forecasts for the Average Day Peak Month (“ADPM”) for each phase of the Proposed Project and alternatives. This is an established and accepted forecast protocol and allows the EIR to evaluate a reasonable, but maximum environmental impact scenario. Based on historic trends, August is typically the peak month for JWA passengers. (*Aviation Forecasts Technical Report*, Table 3-3, AECOM 2014a, provided in Appendix B.)

### **3.7.1 PASSENGER PROJECTIONS**

Over the past 10 years, peak month passengers have ranged from 9.2 to 9.9 percent of the annual total and have averaged 9.4 percent of annual passengers. Due to the markets served by the Airport and the historical data, it is anticipated that this will be similar in future years. Therefore, 9.4 percent of annual passengers have been assumed in the ADPM analyses for the Proposed Project and each of the alternatives. Hourly demands for the ADPM were developed by reviewing historical hourly demands during the peak month and the assumed aircraft fleet mix and load factors. To determine average day passengers, the peak month total passengers were divided by 31 (as there are 31 days in August).

Table 3-2 presents ADPM passenger data for the Proposed Project, Alternatives A, B and C, and the No Project Alternative during each of the three phases. The 2013 data is provided for comparison.

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<sup>6</sup> The Phase 2 Commercial Airline Access Plan and Regulation, which allocates Regular ADDs and Seat Capacity for Commercial Air Carriers, reserves a capacity of 500,000 annual passengers of the total MAP limitation for priority distribution to Qualified Commuter Carriers. Any unused capacity by Commuter Carriers may be allocated as supplemental capacity under the provisions of the Access Plan. A commuter air carrier is any entity which operates regularly scheduled air service into and out of JWA for the purpose of carrying passengers, freight, cargo, or for any other commercial purpose; that using Class E aircraft regularly configured with not more than 70 passenger seats; and a gross takeoff weights of not more than 90,000 pounds.

**TABLE 3-2  
FORECAST OF AVERAGE DAY PEAK MONTH PASSENGERS**

Airport Activity	Baseline (2013)	Forecast				
		Proposed Project	Alternative A	Alternative B	Alternative C	No Project
<b>Phase 1</b>						
Million Annual Passengers	9.17	10.8	10.8	10.8	16.9	10.8
Peak Month Passengers	850,988	1,015,000	1,015,000	1,015,000	1,589,000	1,015,000
Percent Annual Passengers in the Peak Month	9.3%	9.4%	9.4%	9.4%	9.4%	9.4%
Average Day Peak Month Passengers	27,451	32,742	32,742	32,742	51,258	32,742
<b>Phase 2</b>						
Million Annual Passengers	9.17	11.8	11.4	13.0	16.9	10.8
Peak Month Passengers	850,988	1,109,000	1,072,000	1,222,000	1,589,000	1,015,000
Percent Annual Passengers in the Peak Month	9.3%	9.4%	9.4%	9.4%	9.4%	9.4%
Average Day Peak Month Passengers	27,451	35,774	34,581	39,419	51,258	32,742
<b>Phase 3</b>						
Million Annual Passengers	9.17	12.5	12.8	15.0	16.9	10.8
Peak Month Passengers	850,988	1,175,000	1,203,000	1,410,000	1,589,000	1,015,000
Percent Annual Passengers in the Peak Month	9.3%	9.4%	9.4%	9.4%	9.4%	9.4%
Average Day Peak Month Passengers	27,451	37,903	38,806	45,484	51,258	32,742
<p>* The Notice of Preparation ("NOP") identified that JWA currently served approximately 8.9 MAP. This estimate used actual passenger data for the first six months of 2013 and projected the expected number of passengers to be served for the entire year. This estimate was updated to approximately 9.17 MAP as part of the <i>Aviation Forecasts Technical Report</i> (Appendix B) prepared for this project. The updated projection used actual passenger data through August as the basis for projecting passenger levels through the end of 2013. The actual 2013 passenger counts were 9.2 MAP.</p> <p>Source: <i>Aviation Forecasts Technical Report</i>, Table 3-5, AECOM 2014a.</p>						

International service at JWA began in 2010 and currently four destinations in Canada and Mexico are being served. It is anticipated that there will be a continued demand for service to these markets, with a potential for increases through additional destinations or increases in daily flights to current destinations. As international flights at JWA represent an emerging market, it is expected that international passenger traffic will continue to grow rapidly in Phase 1, begin to slow in Phase 2 and stabilize in Phase 3. Projected international passengers are found in Table 3-3.

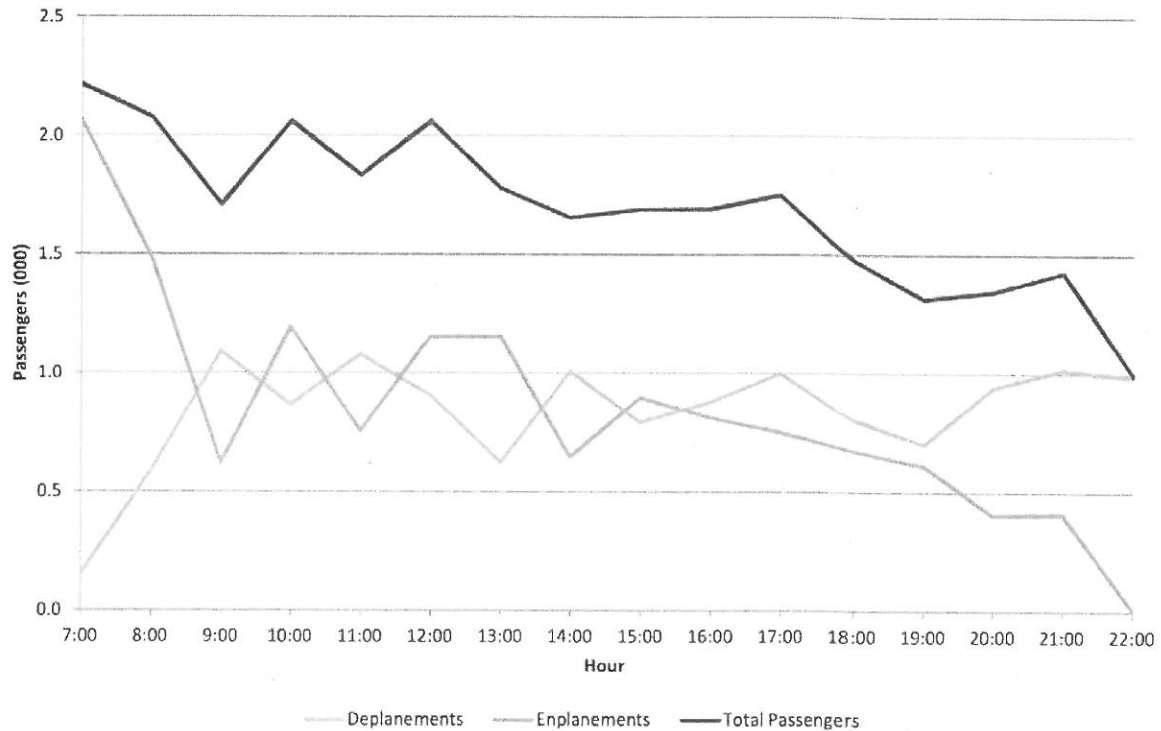
**TABLE 3-3  
FORECAST OF INTERNATIONAL PASSENGERS**

	<b>Baseline (2013)</b>	<b>Proposed Project</b>	<b>Alternative A</b>	<b>Alternative B</b>	<b>Alternative C</b>	<b>No Project</b>
<b>Phase 1</b>						
MAP	9.17	10.8	10.8	10.8	16.9	10.8
International	412,000	756,000	756,000	756,000	1,183,000	756,000
Domestic	8,756,000	10,044,000	10,044,000	10,044,000	15,717,000	10,044,000
<b>Phase 2</b>						
MAP	9.17	11.8	11.4	13	16.9	10.8
International	412,000	1,062,000	1,026,000	1,170,000	1,521,000	756,000
Domestic	8,756,000	10,738,000	10,374,000	11,830,000	15,379,000	10,044,000
<b>Phase 3</b>						
MAP	9.17	12.5	12.8	15	16.9	10.8
International	412,000	1,250,000	1,280,000	1,500,000	1,690,000	756,000
Domestic	8,756,000	11,250,000	11,520,000	13,500,000	15,210,000	10,044,000
Source: <i>Aviation Forecasts Technical Report</i> , Tables 3-2 and 3-7, AECOM 2014a.						

### **HOURLY DISTRIBUTION OF PASSENGERS**

Hourly enplaning (departing) and deplaning (arriving) passengers were identified for the 2013 peak month (August). As shown in Exhibit 3-3, passenger enplanements peak in the morning in the 7:00 AM hour at approximately 2,100 enplanements. There are smaller peaks in the 10:00 AM hour and the noon hour. After 1:00 PM, enplanements generally decrease at the Airport. Deplanements peak in the 9:00 AM, 11:00 AM, and 10:00 PM hours, but are largely consistent from about 9:00 AM through the 10:00 PM hour. Hourly passenger volumes are related to operations; the 7:00 AM hour experiences the largest number of operations and thus the highest number of passengers. The 10:00 PM hour experiences the lowest number of passengers.

**EXHIBIT 3-3**  
**ADPM HOURLY PASSENGER ENPLANEMENTS**  
**AND DEPLANEMENTS, AUGUST 2013 BASELINE**



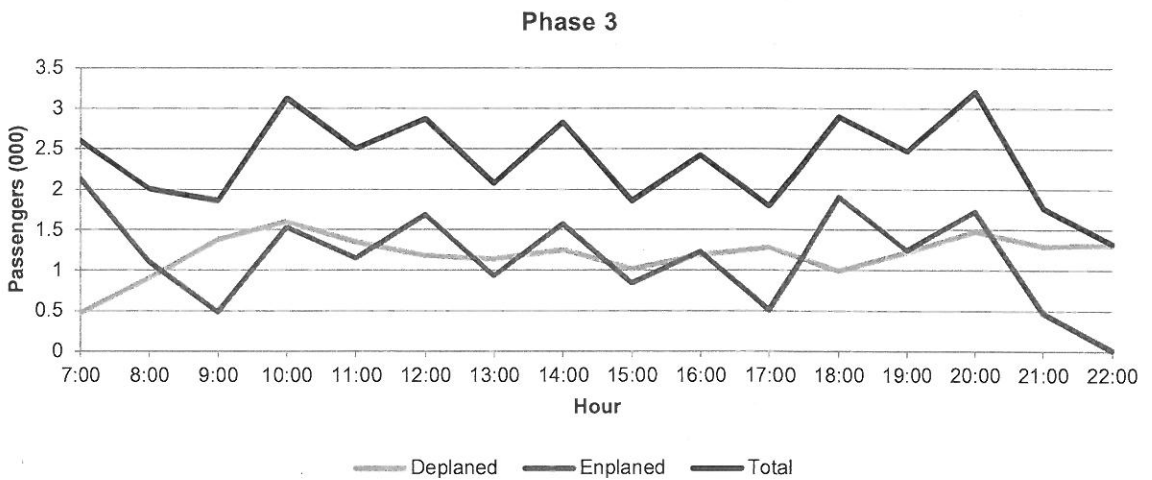
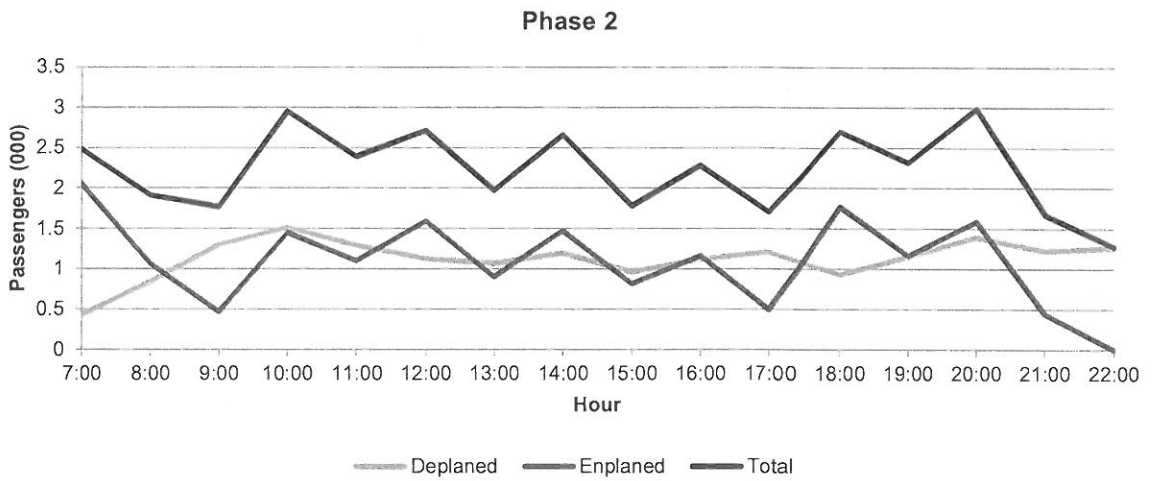
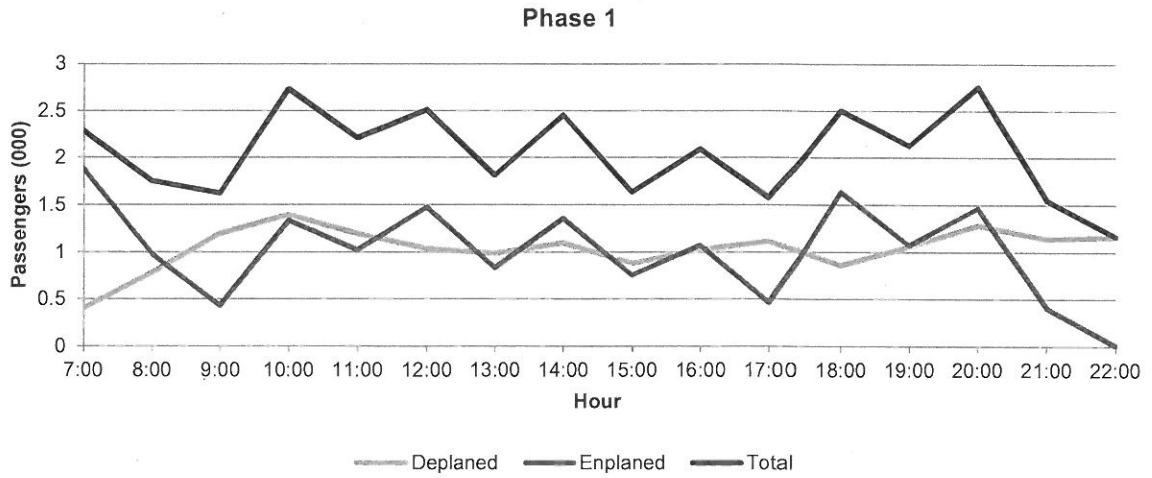
Source: Aviation Forecasts Technical Report, Table 6-3, AECOM 2014a

These peaking characteristics have been consistent at JWA for more than ten years and are expected to continue throughout the Proposed Project's horizon year (through December 31, 2030). However, the Proposed Project and Alternatives A and B reflect increased commuter operations than have been seen in recent years.<sup>7</sup> Commuter flights tend to peak mid-morning and late evening. Due to the number of ADDs included in Alternative C, no commuter operations or passengers are assumed. Peak hour information is tabulated in Table 3-4. Hourly passengers for the ADPM are illustrated for the Proposed Project and each alternative in Exhibit 3-4 through Exhibit 3-8.

<sup>7</sup> The Access Plan reserves an allocation of 500,000 annual passengers for commuter flights. If the demand for commuter flights is less than this amount, the passenger allocation is redistributed to the commercial airlines.

**TABLE 3-4  
PEAK HOUR ENPLANED, DEPLANED, AND TOTAL PASSENGERS  
FOR THE PROPOSED PROJECT, ALTERNATIVES A, B, AND C,  
AND NO PROJECT ALTERNATIVE**

Phase	Baseline (2013)	Proposed Project	Alternative A	Alternative B	Alternative C	No Project
<b>Phase 1</b>						
<b>Peak Hour for Arriving Passengers (Deplaning)</b>						
Number of Passengers	1,100	1,400	1,400	1,400	2,200	1,400
Peak Hour(s)	9:00 and 11:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 PM	10:00 AM
<b>Peak Hour for Departing Passengers (Enplaning)</b>						
Number of Passengers	2,100	1,900	2,000	2,000	3,600	1,900
Peak Hour(s)	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM
<b>Total Peak Hour Passengers (Deplaning and Enplaning)</b>						
Number of Passengers	2,200	2,800	2,700	2,700	4,100	2,800
Peak Hour(s)	7:00 AM	8:00 PM	10:00 AM	10:00 AM and 8:00 PM	7:00 AM	8:00 PM
<b>Phase 2</b>						
<b>Peak Hour for Arriving Passengers (Deplaning)</b>						
Number of Passengers	1,100	1,500	1,500	1,700	2,100	1,400
Peak Hour(s)	9:00 and 11:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 and 11:00 AM	10:00 AM
<b>Peak Hour for Departing Passengers (Enplaning)</b>						
Number of Passengers	2,100	2,000	2,200	2,300	3,100	1,900
Peak Hour(s)	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM
<b>Total Peak Hour Passengers (Deplaning and Enplaning)</b>						
Number of Passengers	2,200	3,000	2,900	3,300	4,000	2,800
Peak Hour(s)	7:00 AM	10:00 AM and 8:00 PM	10:00 AM	8:00 PM	10:00 AM	8:00 PM
<b>Phase 3</b>						
<b>Peak Hour for Arriving Passengers (Deplaning)</b>						
Number of Passengers	1,100	1,600	1,600	1,900	2,100	1,400
Peak Hour(s)	9:00 and 11:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 and 11:00 AM	10:00 AM
<b>Peak Hour for Departing Passengers (Enplaning)</b>						
Number of Passengers	2,100	2,100	2,500	2,600	3,100	1,900
Peak Hour(s)	7:00 AM	7:00	7:00	7:00	7:00	7:00
<b>Total Peak Hour Passengers (Deplaning and Enplaning)</b>						
Number of Passengers	2,200	3,200	3,200	3,800	4,000	2,800
Peak Hour(s)	7:00 AM	8:00 PM	10:00 AM	8:00 PM	10:00 AM	8:00 PM
Source: Aviation Forecasts Technical Report, Table 3-6, AECOM 2014a.						



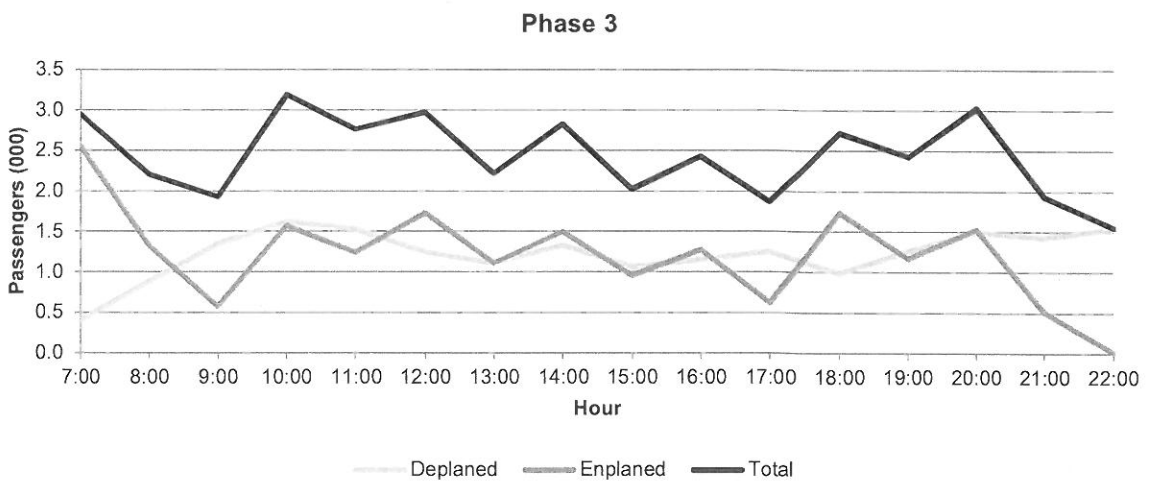
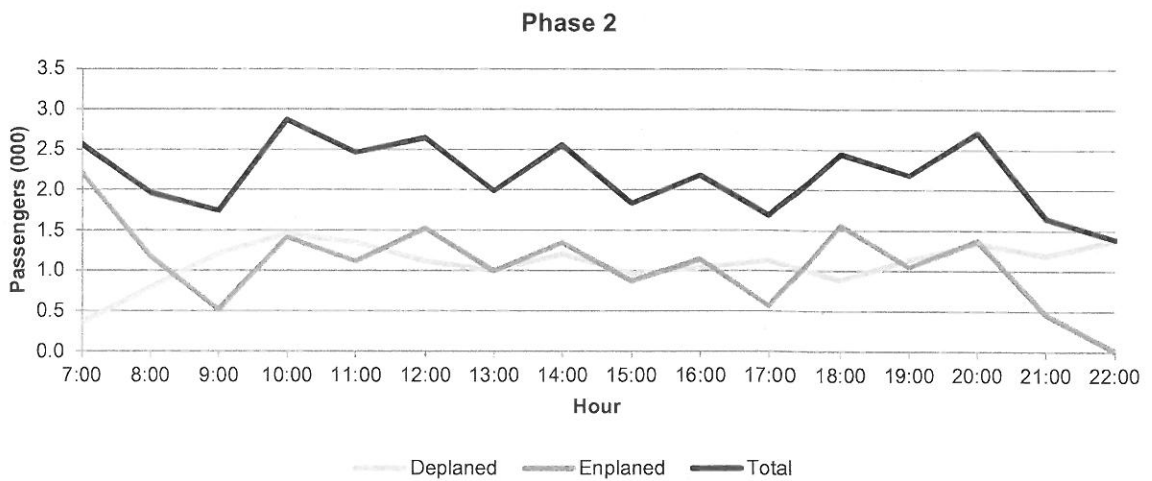
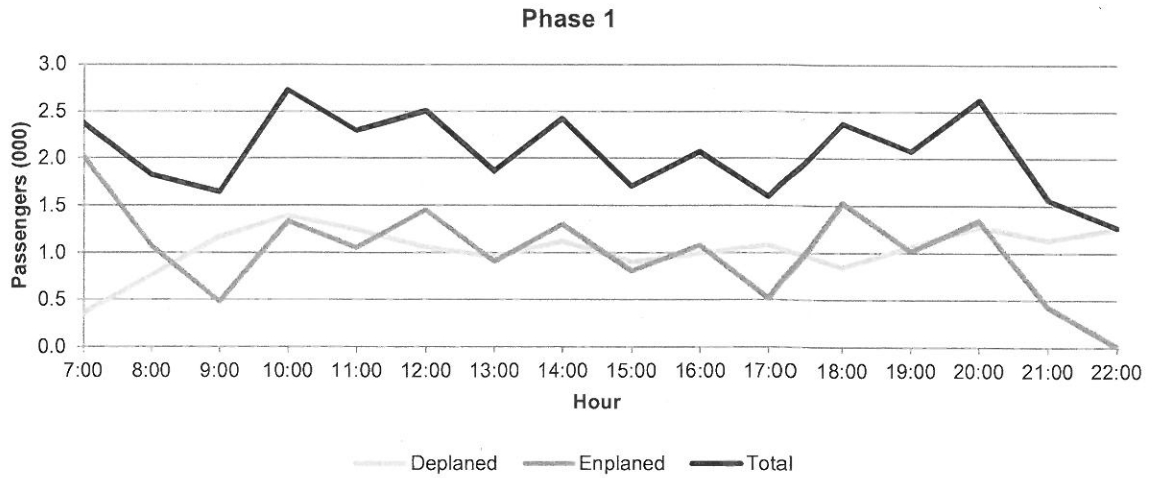
Source: Aviation Forecasts Technical Report, AECOM 2014a

## Average Daily Peak Month Hourly Passengers - Proposed Project

Exhibit 3-4

John Wayne Airport Settlement Agreement Amendment





Source: Aviation Forecasts Technical Report, AECOM 2014a

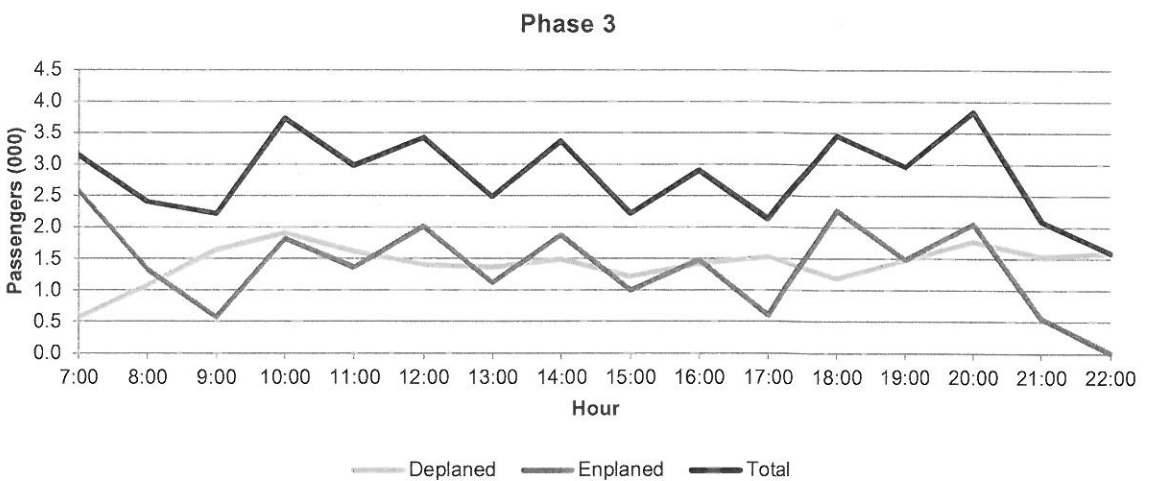
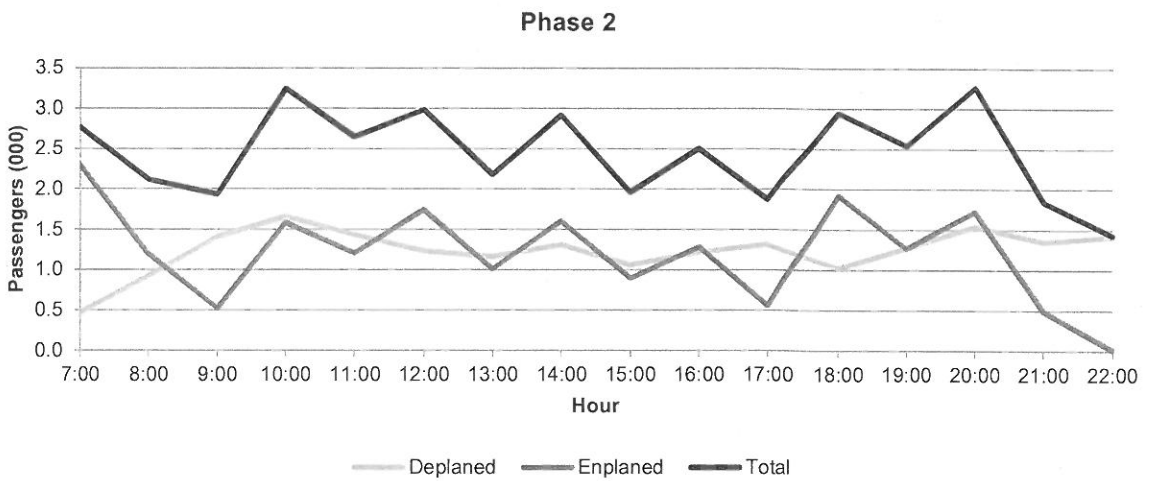
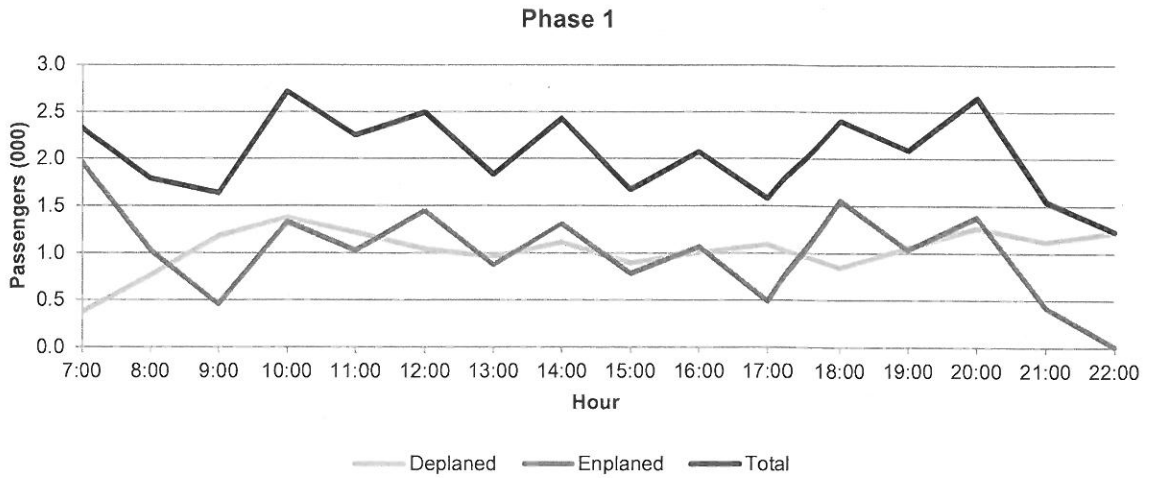
## Average Daily Peak Month Hourly Passengers - Alternative A

Exhibit 3-5

John Wayne Airport Settlement Agreement Amendment



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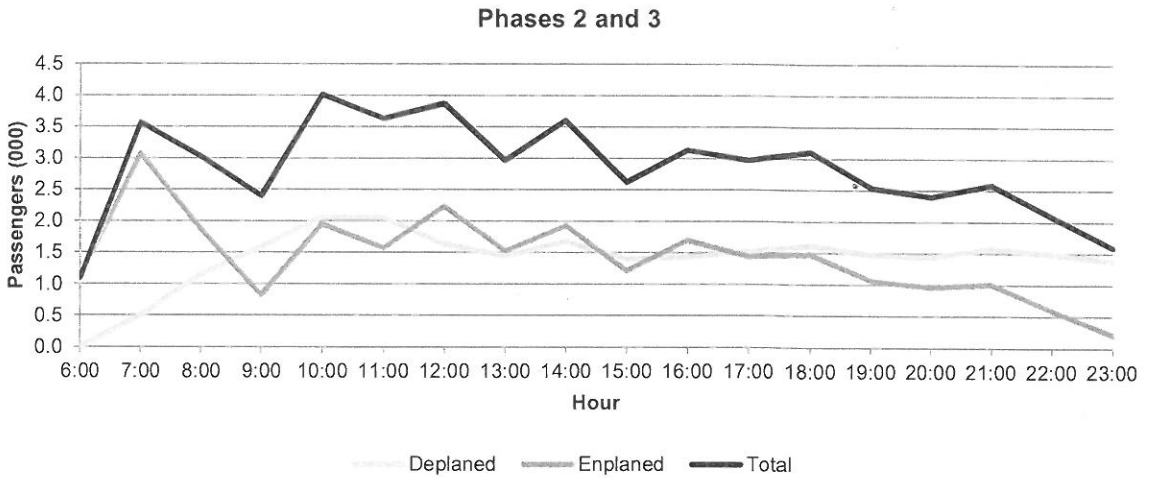
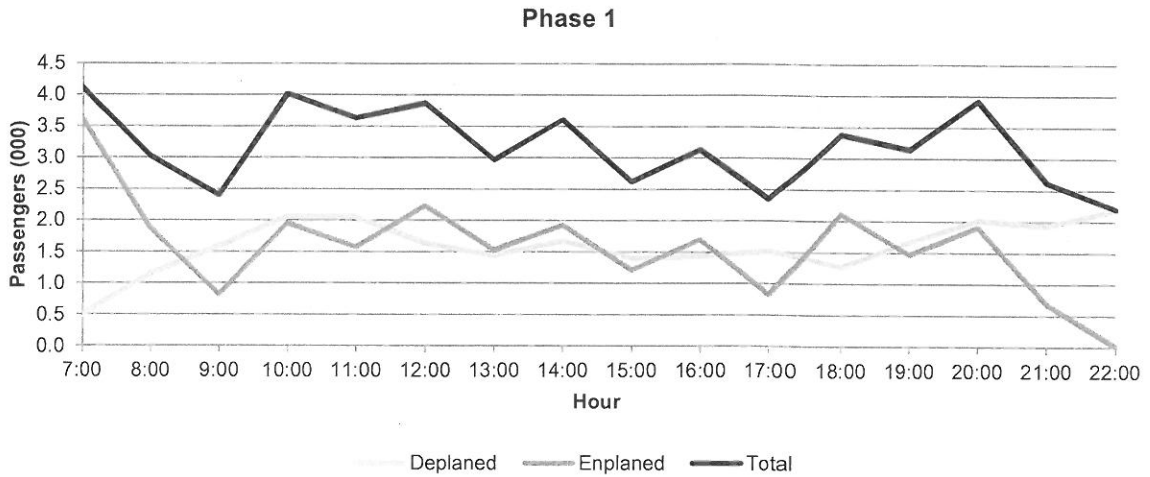
Source: Aviation Forecasts Technical Report, AECOM 2014a

## Average Daily Peak Month Hourly Passengers - Alternative B

Exhibit 3-6

John Wayne Airport Settlement Agreement Amendment





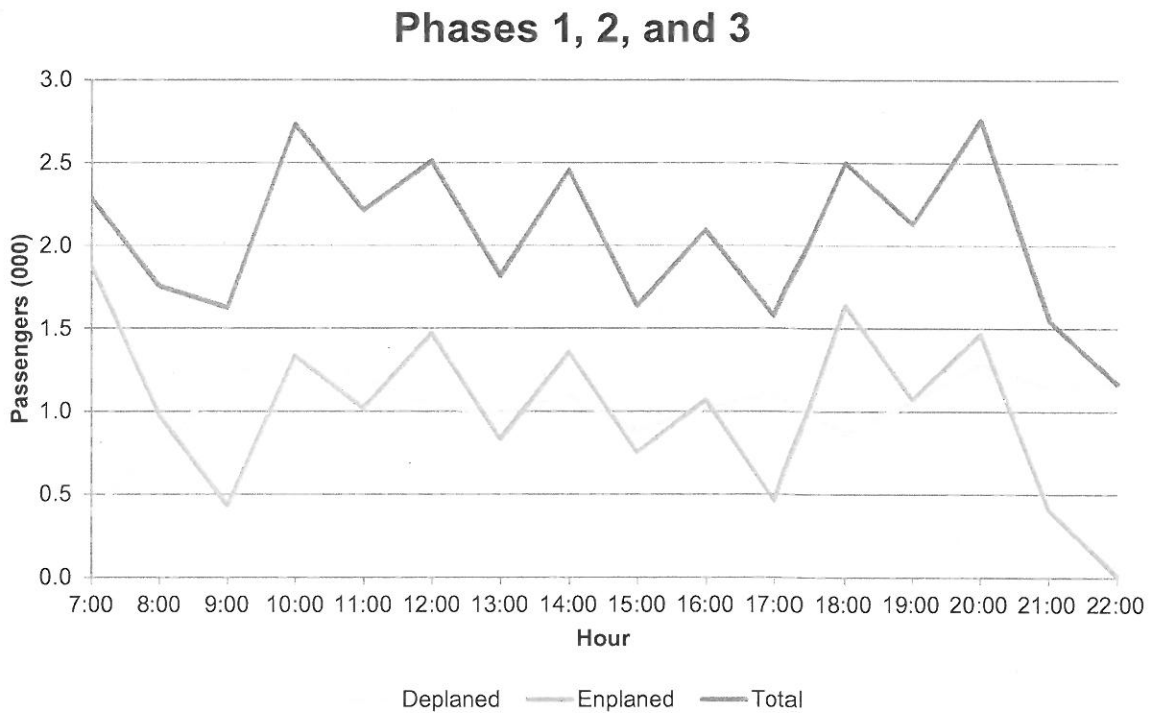
Source: Aviation Forecasts Technical Report, AECOM 2014a

## Average Daily Peak Month Hourly Passengers – Alternative C

Exhibit 3-7

John Wayne Airport Settlement Agreement Amendment





Source: Aviation Forecasts Technical Report, AECOM 2014a

## Average Daily Peak Month Hourly Passengers – No Project Alternative

Exhibit 3-8

John Wayne Airport Settlement Agreement Amendment



### 3.7.2 OPERATION ASSUMPTIONS

Aircraft operations are categorized by the FAA as air carrier (passenger and all-cargo operations), commuter and air taxi, general aviation, and military. Air carrier operations have fluctuated within a 10,000 operation range (approximately) since 2003, with the low experienced in 2011 (82,425 operations) and the high experienced in 2007 (92,601 operations). It should be noted that estimated 2013 passenger levels of 9.17 MAP<sup>8</sup> is very close to the 2004 level of 9.27 MAP; yet, due to increased load factors and fleet mix size, operations are over 4,000 flights less in 2013 than in 2004.

Commuter operations have significantly declined at the Airport, with most operations noted as commuter and air taxi being air taxi operations. General aviation operations have also experienced a significant decline since 2003. Military operations have increased in recent years, but represent less than 0.3 percent of all operations. (*Aviation Forecasts Technical Report*, Table 4-1, AECOM 2014a, provided in Appendix B.)

#### **LOAD FACTOR**

The load factor is based on a ratio of the number of passengers to the seats available on the plane (i.e., how full the flights are). Based on an analysis of the operations at JWA over the past five years (2008 to 2013), a trend was identified in which airlines started to “right size” equipment to routes, sometimes varying equipment for the same route during the week depending upon demand levels, which results in higher load factors. As such, load factors at JWA are at the highest they have been over the last decade.

Load factors applied to the forecasts are based on 2013 data, which are reflected in Table 3-5. These load factors take into account different load factors by airline and aircraft type. Load factors, with the exception of Alternative C, are assumed to remain constant. For Alternative C, load factors are assumed to decrease as airlines fill all available Class A ADDs. More detailed information is provided in Appendix B.

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<sup>8</sup> This estimated 2013 passenger level used in the technical studies is 9.17 MAP. This projection was developed using actual passenger data through August as the basis for projecting passenger levels through the end of 2013. The actual 2013 counts were 9.2 MAP.

**TABLE 3-5  
LOAD FACTORS BY AIRCRAFT, 2013**

Aircraft	Load Factor
<b>Class A</b>	
A318	93.7%
A319	86.2%
A320	80.8%
A321	80.1%
B737-300	72.6%
B737-400	89.0%
B737-700	78.7%
B737-800	86.3%
B757	85.7%
CRJ900	66.4%
<b>Class E</b>	
B737-700	72.6%
B737-800	72.6%
CL60	87.2%
CRJ2	87.2%
CRJ700	87.2%
CRJ900	84.7%
E120	87.2%
Source: <i>Aviation Forecasts Technical Report</i> , Table 4-2, AECOM 2014a.	

### **COMMERCIAL PASSENGER OPERATIONS FORECAST**

Table 3-1 identifies the total number of Class A ADDs permitted for the Proposed Project and the alternatives. However, in addition to the regulated Class A ADDs, Class E (exempt) flights would also be flown. To accommodate the proposed MAP levels, each phase of the Proposed Project, three alternatives, and No Project Alternative assume the maximum number of Class A ADDs is used first. Once all Class A flights are utilized, passengers are then allocated to commuter flights, up to a maximum of 500,000 commuter passengers. The remaining passengers are then assigned to air carrier flights in Class E ADDs. Table 3-6 provides a simplified comparison of the total number of commercial passenger flights (Class A and Class E) for the Proposed Project and alternatives.

**TABLE 3-6  
COMMERCIAL PASSENGER OPERATIONS FORECAST SUMMARY  
FOR THE PROPOSED PROJECT AND ALTERNATIVES BY PHASE**

	Proposed Project			Alternative A			Alternative B			Alternative C			No Project
	1	2	3	1	2	3	1	2	3	1	2	3	
<b>MAP</b>	10.8	11.8	12.5	10.8	11.4	12.8	10.8	13	15	16.9	16.9	16.9	10.8
<b>Average Daily Departures</b>													
Class A	85.0	95.0	95.0	107.0	120.0	135.0	100.0	110.0	115.0	228.0	228.0	228.0	85.0
Class E	60.8	63.0	72.8	34.9	28.1	30.0	43.2	62.2	84.2	0.0	0.0	0.0	60.8
Total	145.8	158.0	167.8	141.9	148.1	165.0	143.2	172.2	199.2	228.0	228.0	228.0	145.8
Source: <i>Noise Analysis Technical Report</i> , Table 19, Landrum and Brown 2014.													

The forecasted mix of commercial aircraft departures assumes the same aircraft types operating at the Airport today will continue to operate at the Airport.<sup>9</sup> The fleet mix was adjusted to utilize Class A ADDs in the Proposed Project and the four alternatives first, with the remaining operations being Class E aircraft. This results in a slight change in fleet mix for each phase of the Proposed Project and alternatives. Fleet mix assumptions are presented in Table 3-7 through Table 3-9.

<sup>9</sup> Given the Proposed Project's term length (through 2030), it is likely that there will be some fleet turnover at the Airport through the commercial airlines' purchase and utilization of newer, next generation aircraft. These newer aircraft likely would generate less noise and air pollutants as compared to the current fleet at JWA (AECOM 2014b). However, the timing of changes to the fleet mix cannot be known at this time and CEQA does not allow speculation. In order to be conservative, the environmental analysis presented in this EIR assumes the Project would maintain the Airport's existing fleet mix, thereby likely presenting a maximum environmental impact assessment of noise, air quality, and greenhouse gas impacts. (*Capacity Analysis Technical Report*, in the section titled: Aircraft in Development that Will Replace Aircraft Currently Operating at John Wayne Airport, AECOM 2014b, Appendix F.)

The next generation of aircraft at the Airport may not require any modifications to the existing facilities and could be incorporated into the fleet mix once the commercial airlines demonstrate that these aircraft meet the requirements of a Class A aircraft, as defined in the Phase 2 Access Plan. However, it also is possible that some newer aircraft would require facilities modifications. At this point in time, it is not known what, if any, facilities modifications would need to be undertaken as no specific aircraft have been identified for introduction at the Airport. Any changes to the facilities needed for the Airport to service the next generation of aircraft would require subsequent CEQA documentation subject to County evaluation.

**TABLE 3-7  
MIX OF COMMERCIAL AIRCRAFT IN THE AVERAGE DAY PEAK MONTH  
ADPM BY AIRCRAFT TYPE, PHASE 1 (JANUARY 1, 2016)**

Type of Service and Aircraft Type	Typical Number of Seats	Proposed Project		Alternative A		Alternative B		Alternative C		No Project	
		ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%
<b>Air Carrier Passenger Service</b>											
A318	120	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
A319	127	15	11.3%	19	14.7%	18	13.8%	43	18.8%	15	11.3%
A320	142	11	8.3%	13	10.1%	12	9.2%	30	13.1%	11	8.3%
A321	187	1	0.8%	1	0.8%	1	0.8%	3	1.3%	1	0.8%
B737-300	137	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
B737-400	144	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
B737-700	137	78	58.6%	65	50.4%	69	53.1%	94	41.0%	78	58.6%
B737-800	153	17	12.8%	21	16.3%	20	15.4%	44	19.2%	17	12.8%
B757	183	5	3.8%	6	4.7%	5	3.8%	13	5.7%	5	3.8%
CRJ900	80	6	4.5%	4	3.1%	5	3.8%	2	0.9%	6	4.5%
<i>Subtotal</i>		133	100.0%	129	100.0%	130	100.0%	229	100.0%	133	100.0%
Average Aircraft Size (Seats)		138		139		139		142		138	
<b>Commuter Passenger Service</b>											
CRJ700	66	12	100.0%	12	100.0%	12	100.0%	0	N/A	12	100.0%
<i>Subtotal</i>		12	100.0%	12	100.0%	12	100.0%	0	N/A	12	100.0%
Average Aircraft Size (Seats)		66		66		66		N/A		66	
A300	N/A	2	55.2%	2	55.2%	2	55.2%	2	55.2%	2	55.2%
A310	N/A	0	0.3%	0	0.3%	0	0.3%	0	0.3%	0	0.3%
B757	N/A	2	44.5%	2	44.5%	2	44.5%	2	44.5%	2	44.5%
<i>Subtotal</i>		4		4		4		4		4	
<b>Total Commercial Departures</b>		<b>149</b>		<b>145</b>		<b>146</b>		<b>233</b>		<b>149</b>	
ADPM= Average Daily Peak Month; Dep.=Departure Source: Aviation Forecasts Technical Report, Table 4-7, AECOM 2014a.											

**TABLE 3-8  
MIX OF COMMERCIAL AIRCRAFT IN THE AVERAGE DAY PEAK MONTH  
ADPM BY AIRCRAFT TYPE, PHASE 2 (JANUARY 1, 2021)**

Type of Service and Aircraft Type	Typical Number of Seats	Proposed Project		Alternative A		Alternative B		Alternative C		No Project	
		ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%
<b>Air Carrier Passenger Service</b>											
A318	120	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
A319	127	17	11.7%	23	17.0%	20	12.6%	43	18.8%	15	11.3%
A320	142	12	8.3%	15	11.1%	14	8.8%	30	13.1%	11	8.3%
A321	187	1	0.7%	1	0.7%	1	0.6%	3	1.3%	1	0.8%
B737-300	137	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
B737-400	144	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
B737-700	137	84	57.9%	63	46.7%	90	56.6%	94	41.0%	78	58.6%
B737-800	153	19	13.1%	24	17.8%	21	13.2%	44	19.2%	17	12.8%
B757	183	5	3.4%	6	4.4%	6	3.8%	13	5.7%	5	3.8%
CRJ900	80	7	4.8%	3	2.2%	7	4.4%	2	0.9%	6	4.5%
<i>Subtotal</i>		145	100.0%	135	100.0%	159	100.0%	229	100.0%	133	100.0%
Average Aircraft Size (Seats)		138		140		138		142		138	
<b>Commuter Passenger Service</b>											
CRJ700	66	12	100.0%	12	100.0%	12	100.0%	0	N/A	12	100.0%
<i>Subtotal</i>		12	100.0%	12	100.0%	12	100.0%	0	N/A	12	100.0%
Average Aircraft Size (Seats)		66		66		66		N/A		66	
A300	N/A	2	55.2%	2	55.2%	2	55.2%	2	55.2%	2	55.2%
A310	N/A	0	0.3%	0	0.3%	0	0.3%	0	0.3%	0	0.3%
B757	N/A	2	44.5%	2	44.5%	2	44.5%	2	44.5%	2	44.5%
<i>Subtotal</i>		4		4		4		4		4	
<b>Total Commercial Departures</b>		<b>161</b>		<b>151</b>		<b>175</b>		<b>233</b>		<b>149</b>	
ADPM= Average Daily Peak Month; Dep.=Departure											
Source: Aviation Forecasts Technical Report, Table 4-8, AECOM 2014a.											

**TABLE 3-9  
MIX OF COMMERCIAL AIRCRAFT IN THE AVERAGE DAY PEAK MONTH  
ADPM BY AIRCRAFT TYPE, PHASE 3 (JANUARY 1, 2026)**

Type of Service and Aircraft Type	Typical Number of Seats	Proposed Project		Alternative A		Alternative B		Alternative C		No Project	
		ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%	ADPM Dep.	%
<b>Air Carrier Passenger Service</b>											
A318	120	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
A319	127	17	11.0%	25	16.4%	22	11.8%	43	18.8%	15	11.3%
A320	142	12	7.7%	17	11.2%	15	8.0%	30	13.1%	11	8.3%
A321	187	1	0.6%	2	1.3%	1	0.5%	3	1.3%	1	0.8%
B737-300	137	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
B737-400	144	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
B737-700	137	93	60.0%	71	46.7%	111	59.4%	94	41.0%	78	58.6%
B737-800	153	19	12.3%	26	17.1%	22	11.8%	44	19.2%	17	12.8%
B757	183	5	3.2%	7	4.6%	6	3.2%	13	5.7%	5	3.8%
CRJ900	80	8	5.2%	4	2.6%	10	5.3%	2	0.9%	6	4.5%
<i>Subtotal</i>		155	100.0%	152	100.0%	187	100.0%	229	100.0%	133	100.0%
Average Aircraft Size (Seats)		137		140		137		142		138	
<b>Commuter Passenger Service</b>											
CRJ700	66	12	100.0%	12	100.0%	12	100.0%	0	N/A	12	100.0%
<i>Subtotal</i>		12	100.0%	12	100.0%	12	100.0%	0	N/A	12	100.0%
Average Aircraft Size (Seats)		66		66		66		N/A		66	
A300	N/A	2	55.2%	2	55.2%	2	55.2%	2	55.2%	2	55.2%
A310	N/A	0	0.3%	0	0.3%	0	0.3%	0	0.3%	0	0.3%
B757	N/A	2	44.5%	2	44.5%	2	44.5%	2	44.5%	2	44.5%
<i>Subtotal</i>		4		4		4		4		4	
<b>Total Commercial Departures</b>		<b>171</b>		<b>168</b>		<b>203</b>		<b>233</b>		<b>149</b>	
<b>ADPM= Average Daily Peak Month; Dep.=Departure</b>											
Source: Aviation Forecasts Technical Report, Table 4-9, AECOM 2014a.											

When the air carrier and commuter average aircraft sizes are multiplied by the corresponding average load factors, the result is the average numbers of passengers carried per operation. The forecasts of annual air carrier and commuter operations are derived by dividing passenger levels for each phase of the Proposed Project and four alternatives by these average numbers of passengers carried. Load factors are presented in Table 3-5.

The number of commercial passenger operations in the passenger ADPM is forecasted using a similar approach as the number of passengers in the peak month. As previously discussed, August historically is the peak passenger month for JWA, with commercial operations in that month constituting approximately 8.7 percent of the Airport’s annual operations, on average.<sup>10</sup> Therefore, in order to calculate the commercial passenger aircraft operations forecast associated with ADPM passengers, annual operations are multiplied by 8.7 percent. This amount is then divided by 31 (the total number of days in August) to determine ADPM operations. Table 3-10 presents the commercial passenger aircraft operations associated with ADPM passengers for the Proposed Project, Alternatives A through C, and the No Project Alternative.

Forecasts of hourly operations of commercial aircraft for the Proposed Project and each alternative based on the assumptions and analysis presented above are graphically shown in Exhibit 3-9 through Exhibit 3-13.

**TABLE 3-10  
COMMERCIAL PASSENGER AIRCRAFT OPERATIONS<sup>a</sup>  
FORECAST ASSOCIATED WITH THE  
AVERAGE DAY PEAK MONTH PASSENGERS**

	Proposed Project	Alternative A	Alternative B	Alternative C	No Project Alternative
<b>Phase 1</b>					
Air Carrier	266	258	260	458	266
Commuter	24	24	24	0	24
<b>Total</b>	<b>290</b>	<b>282</b>	<b>284</b>	<b>458</b>	<b>290</b>
<b>Phase 2</b>					
Air Carrier	290	270	318	458	266
Commuter	24	24	24	0	24
<b>Total</b>	<b>314</b>	<b>294</b>	<b>342</b>	<b>458</b>	<b>290</b>
<b>Phase 3</b>					
Air Carrier	310	304	374	458	266
Commuter	24	24	24	0	24
<b>Total</b>	<b>334</b>	<b>328</b>	<b>398</b>	<b>458</b>	<b>290</b>
<sup>a</sup> An operation is defined as either a takeoff or landing, each counting as one operation. There is not a direct correlation between ADDs and operations as ADDs are only the departure or takeoff operation. Source: <i>Aviation Forecasts Technical Report</i> , Table 4-6, AECOM 2014a.					

### **COMMERCIAL CARGO OPERATIONS**

The Proposed Project and alternatives maintain the four daily cargo ADDs, or a total of eight daily operations (four departures and four arrivals) currently provided for in the Settlement Agreement. This is 2,920 annual cargo operations. The maximum number of cargo operations is assumed for the Proposed Project, Alternatives A through C, as well as the No Project Alternative.

<sup>10</sup> As discussed above, on average and over the past 10 years, 9.4 percent of the annual passengers at JWA fly during peak month (August). And, 8.7 percent of the commercial flights occur during the peak month. The difference in percentages is due to higher load factors and an increased number of flights in August.

Currently, less than half of the allocated air cargo flights are being flown. However, to ensure the maximum environmental impact (the maximum number of flights) is evaluated in this EIR, the four air cargo ADD allowed under the Settlement Agreement have been included in all the assumptions. By including them, all the technical analyses (e.g., air quality, noise, and traffic) have incorporated the impacts associated with the maximum number of flights.

There are no dedicated cargo facilities available at JWA. Cargo aircraft use the south Remaining Overnight (“RON”) apron for cargo loading operations. To avoid conflict with passenger operations, cargo flights occur in the middle of the afternoon. Cargo arrivals generally occur in the 4:00 PM hour and depart a few hours later at 7:00 PM. This is expected to continue for the Proposed Project, Alternatives A and B, and the No Project Alternative. Alternative C, Phase 1 also will retain this schedule. However, in Phases 2 and 3 of Alternative C, the curfew is removed. Therefore, it is assumed that cargo operations would then move to night time hours, when cargo operations are typically conducted. (*Aviation Forecasts Technical Report*, Section 4, AECOM, 2014a, provided in Appendix B.)

### **GENERAL AVIATION ASSUMPTIONS**

General aviation is all flying that is not for commercial service or the military. Overall general aviation activity at JWA has declined during the past ten years due in part to economic changes within the general aviation industry and decline of active pilots in the area (AECOM 2014a). Although activity by small general aviation aircraft at the Airport has decreased, growth in business aircraft activity remains strong.

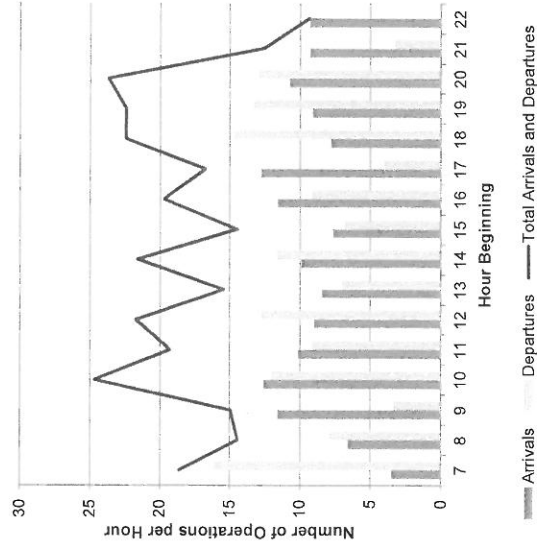
The mix of aircraft based at the Airport in 2013 was approximately 81.1 percent single engine piston aircraft, 7.4 percent multi-engine piston aircraft, 2.4 percent turboprop aircraft, 6.4 percent jet aircraft, and 2.6 percent helicopters (see Table 3-11).

**TABLE 3-11  
GENERAL AVIATION BASED AIRCRAFT BY TYPE, 2013**

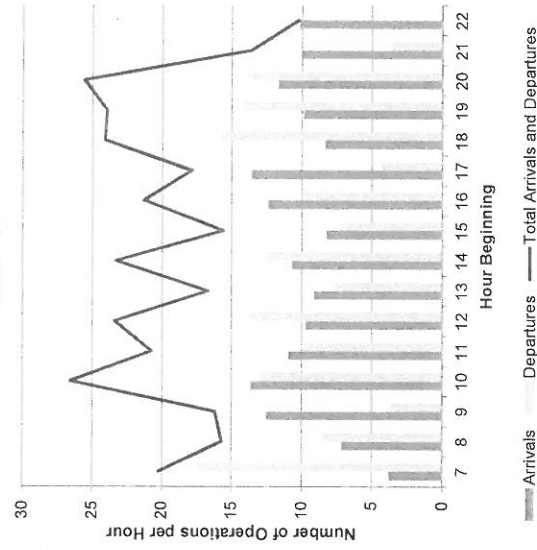
Location	Single-Engine	Multi-Engine	Turbo-prop	Jet	Helicopter	Total
County Tie-downs	253	17	5	0	0	275
Atlantic Aviation	0	0	0	8	2	10
Executive Hangars, LLC	74	11	1	1	2	89
Signature Flight Support (East)	10	3	2	0	0	15
Signature Flight Support (West)	3	0	0	12	7	22
South Coast Associates	0	0	2	6	0	8
<b>Total Airport</b>	<b>340</b>	<b>31</b>	<b>10</b>	<b>27</b>	<b>11</b>	<b>419</b>
Percent	81.1%	7.4%	2.4%	6.4%	2.6%	100.0%

Source: *Aviation Forecasts Technical Report*, Table 6-2, AECOM 2014a.

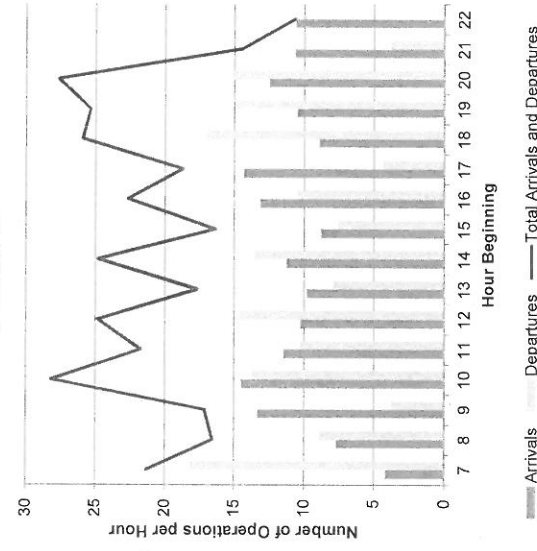
Phase 1



Phase 2



Phase 3

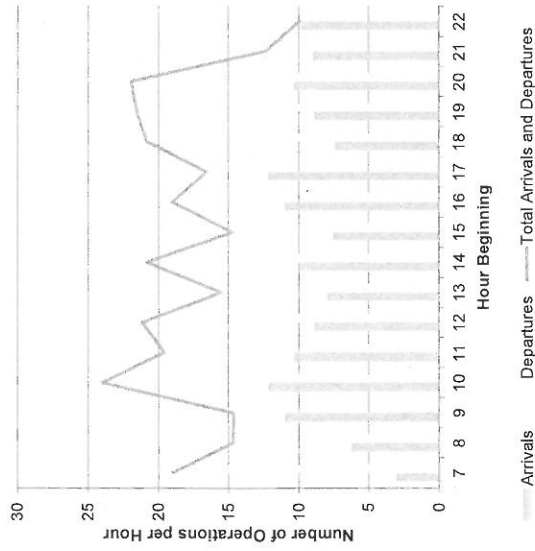


Source: Aviation Forecasts Technical Report, AECOM 2014a

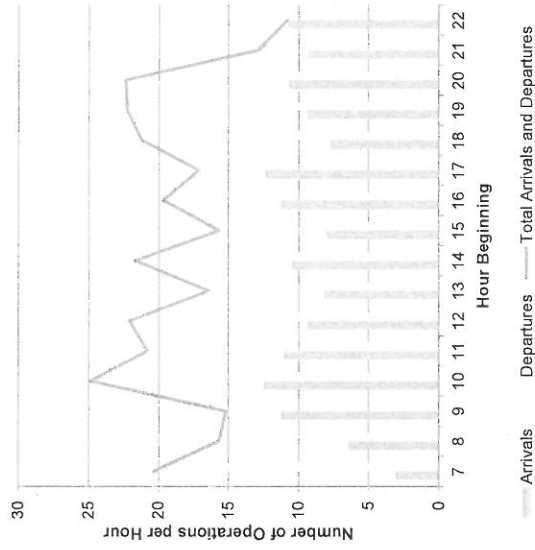
Forecast of Hourly Commercial Operations – Proposed Project  
John Wayne Airport Settlement Agreement Amendment

Exhibit 3-9

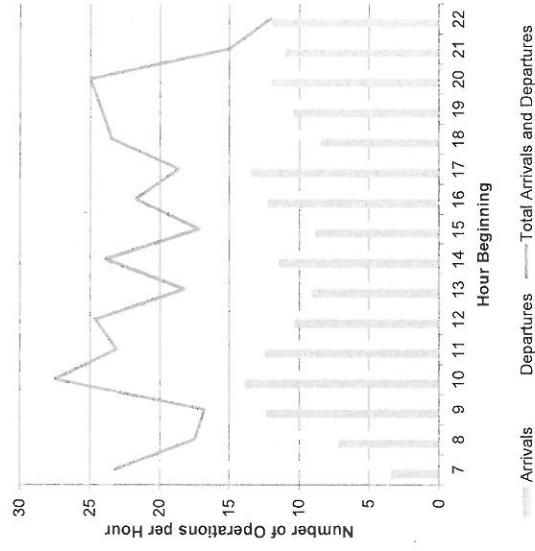
Phase 1



Phase 2



Phase 3



Source: Aviation Forecasts Technical Report, AECOM 2014a

Forecast of Hourly Commercial Operations – Alternative A

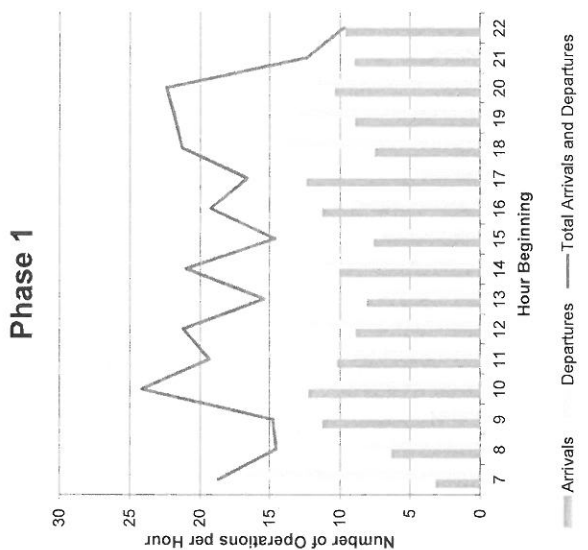
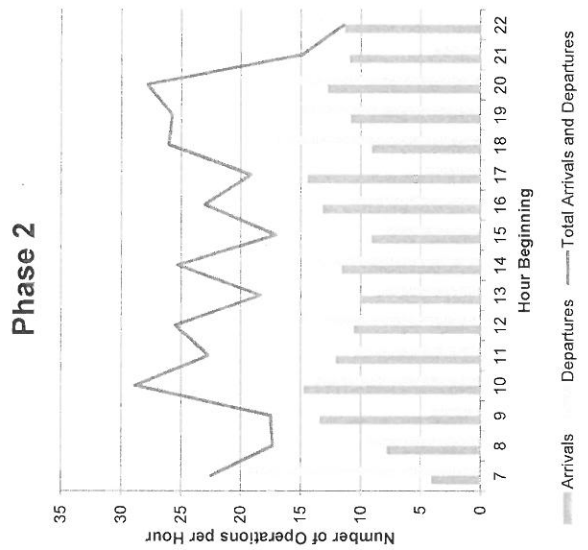
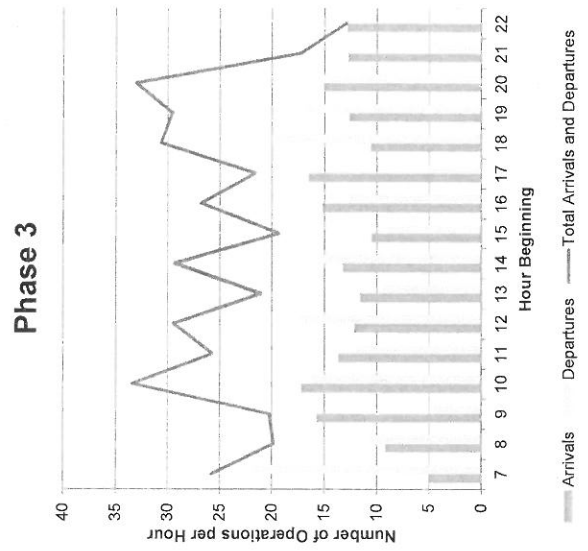
John Wayne Airport Settlement Agreement Amendment

Exhibit 3-10

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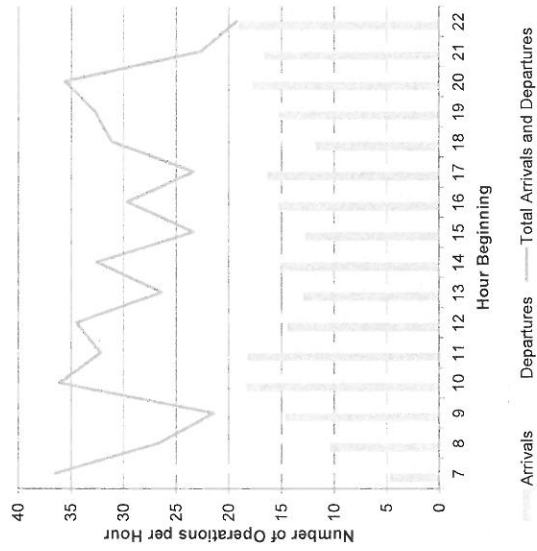
Source: Aviation Forecasts Technical Report, AECOM 2014b

## Forecast of Hourly Commercial Operations – Alternative B

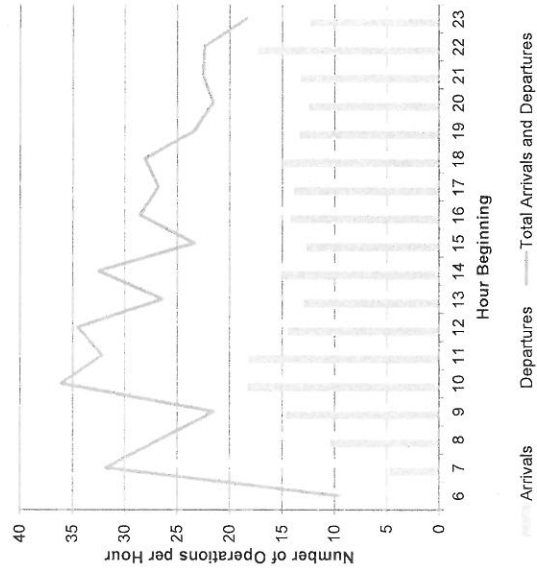
John Wayne Airport Settlement Agreement Amendment

Exhibit 3-11

### Phase 1



### Phases 2 and 3



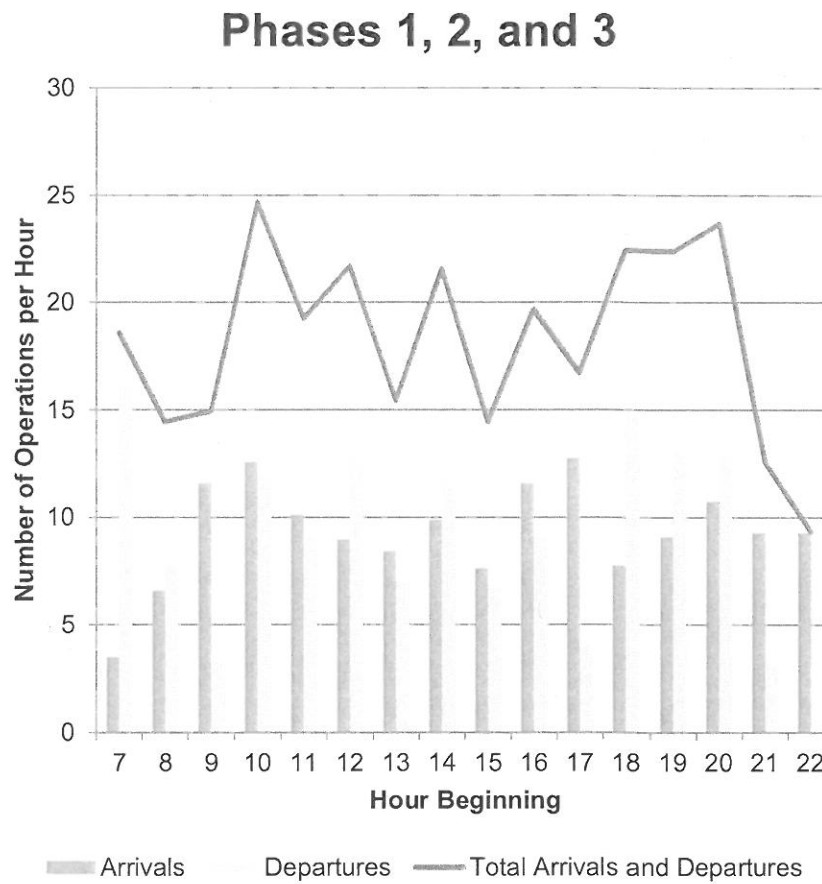
Source: Aviation Forecasts, Technical Report, AECOM 2014a

## Forecast of Hourly Commercial Operations – Alternative C

John Wayne Airport Settlement Agreement Amendment

## Exhibit 3-12

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Source: Aviation Forecasts Technical Report, AECOM 2014a

## Forecast of Hourly Commercial Operations – No Project Alternative

Exhibit 3-13

John Wayne Airport Settlement Agreement Amendment



Since general aviation demand is not a function of MAP levels or Class A ADDs, but is a separate segment of aviation demand, one general aviation forecast was developed that is applicable to the Proposed Project, three alternatives, and No Project Alternative.

Historical trends at the Airport have shown a consistent decline in piston engine aircraft since 1980 at the Airport. Multi-engine aircraft experienced a sharp decline in the early 1990s and have continued to decrease, though at a slower rate. Turbine powered aircraft have been on a general positive increase at the Airport. With the exception of helicopters, forecasts used a regression analysis of trends since 1980, adjusted to 2013 actual numbers. Helicopters are assumed to remain constant at present levels (11). Forecasts are presented in Table 3-12. (*Aviation Forecasts Technical Report*, Table 6-2, AECOM, 2014a, provided in Appendix B.)

**TABLE 3-12  
BASED AIRCRAFT FORECASTS**

Year	Single-Engine	Multi-Engine	Turbine	Helicopter	Total
2013	340	31	37	11	419
Phase 1 (2016-2020)	317	27	38	11	393
Phase 2 (2021-2025)	283	21	40	11	367
Phase 3 (2026-2030)	252	17	42	11	322

Source: *Aviation Forecasts Technical Report*, Table 6-3, AECOM 2014a.

In 2013, peak month general aviation operations were 15,974, about 9.8 percent of the annual total. Over the last ten years, the peak month has averaged 9.6 percent of the total annual operations, which is used in the future year forecasts. Based on hourly general aviation operations profiles from August 2011 and information from the JWA Airport Traffic Control Tower personnel, general aviation operations in the peak hour are about 9.9 percent of the total for the ADPM. During the peak hour, 69.5 percent of the general aviation operations are local operations.<sup>11</sup> Applying these percentages to the 2013 ADPM indicates there were approximately 51 general aviation operations in the peak hour of the ADPM.

### 3.8 ALTERNATIVES EVALUATION

Section 15126.6(a) of the State CEQA Guidelines provides guidance on the scope of alternatives to a proposed project that must be evaluated. It states:

An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a

<sup>11</sup> General aviation operations are categorized as either local or itinerant. A local operation, as defined by the FAA, is one that is performed by aircraft that: (1) operate in the local traffic pattern or within sight of the airport (including touch-and-go operations), (2) are known to be departing for or arriving from flights in local practice areas located within a 20-mile radius of the airport, or (3) execute simulated instrument approaches or low passes at the airport. Itinerant operations are all operations other than local and generally include flights to and from other airports.

reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason.

As indicated above, in accordance with the MOU entered into by the Settlement Agreement signatories, this EIR addresses the impacts associated with the Proposed Project, Alternatives A through C, and the No Project Alternative at a comparable level of detail. In addition to the alternatives identified in the MOU, this EIR also discusses an alternative with a 2025 horizon year in Section 7. That analysis includes a different operational scenario than those identified by the Settlement Agreement signatories in the MOU and was formulated in furtherance of the County's obligation to describe a range of reasonable alternatives in the EIR under State CEQA Guidelines Section 15126.6(a). The referenced section of the State CEQA Guidelines requires that an EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment [Public Resources Code §21002.1], even if the alternative would impede, to some degree, the attainment of the project objectives. The additional alternative, identified as the "2025 Horizon Year Alternative," would maintain limitations on the operations and facilities at JWA. This alternative proposes the same ADDs and MAP levels ultimately provided by Phase 2 of the Proposed Project, and would only extend the Settlement Agreement through December 31, 2025. This would allow the continuation of the Settlement Agreement, but would not commit to the higher flight and passenger levels provided in Phase 3 of the Proposed Project, thereby minimizing the potential environmental impacts. Section 7 also includes a discussion of alternatives that were not carried forward for further evaluation.

The analysis provided for all alternatives evaluated in the EIR conforms with the requirement of State CEQA Guidelines Section 15126.6(d) that the EIR "shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with" the Proposed Project.

### **3.9 INTENDED USES OF THE ENVIRONMENTAL IMPACT REPORT**

This EIR has been prepared to address the potential impacts associated with the extension and modification of the Settlement Agreement. This document is intended to support the following actions:

- Approval by the Orange County Board of Supervisors of an extension and modification of the existing agreement with the other Settlement Agreement signatories on the operations and facilities at JWA.
- Approval by the City of Newport Beach of an extension and modification of the existing agreement with the other Settlement Agreement signatories on the operations and facilities at John Wayne Airport.

In addition, SPON and AWG will be required to approve the modifications of the Settlement Agreement provisions, and the federal court will need to review and approve any stipulation reflecting any approved amendments filed by the signatories. The FAA does not need to approve the Settlement Agreement. However, the County will coordinate with the FAA regarding the

proposed Project's standing under the ANCA, as well as the Airport's grant assurances and other federal laws.

### 3.10 REFERENCES

- AECOM. 2014a (April). *John Wayne Airport Settlement Agreement Amendment Environmental Impact Report Aviation Forecasts Technical Report*. Orange, CA: AECOM (Appendix B).
- . 2014b (April). *John Wayne Airport Settlement Agreement Amendment Environmental Impact Report Draft Capacity Analysis Technical Report*. Orange, CA: AECOM (Appendix F).
- California, State of. 2014a (current through). *California Code of Regulations* (Title 14, Natural Resources; Division 6, Resources Agency; Chapter 3, Guidelines for Implementation of the California Environmental Quality Act). Sacramento, CA: the State. [https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I8FC24D50D48811DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I8FC24D50D48811DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)).
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- Landrum & Brown. 2014 (April). *Noise Analysis Technical Report*. Laguna Niguel, CA: Mestre Greve, a Division of Landrum & Brown (Appendix C).
- Orange, County of, John Wayne Airport (JWA). 2013 (March). PROPOSED PROJECT AND ALTERNATIVES: Proposed Extension of the John Wayne Airport Settlement Agreement). Costa Mesa, CA: JWA. <http://www.ocair.com/communityrelations/settlementagreement/docs/ProjectAlternativesExhibit2013-3-19.pdf>.
- U.S. Congress. 1990 (as amended through 2005). 49 U.S. Code Chapter 475, Subchapter II – National Aviation Noise Policy. Ithaca, NY: Legal Information Institute, Cornell Law School. [http://www.lawa.org/uploadedFiles/LAX/noise/Part161/PDF/Airport\\_Noise\\_and\\_Capacity\\_Act\\_of\\_1990.pdf](http://www.lawa.org/uploadedFiles/LAX/noise/Part161/PDF/Airport_Noise_and_Capacity_Act_of_1990.pdf)

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**8.2**  
**COMMUNITY AND ECONOMIC**  
**DEVELOPMENT IMPROVEMENT PLAN**

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## City of Laguna Woods Agenda Report

**DATE:** September 17, 2014 Regular City Council Meeting

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Mayor Pro Tem Conners and Councilmember Ring

**AGENDA ITEM:** Community and Economic Development Improvement Plan

---

### Recommended Action

Approve the proposed Community and Economic Development Improvement Plan and authorize staff to implement the Plan as funding and resources permit.

### Background

On September 18, 2013, the City Council appointed Councilmembers Ring and Conners to serve on an Ad Hoc Economic/Community Development Committee to identify potential business, development, and permit-related service and regulatory improvements including, but not limited to, consideration of sign and special event regulations, as well as streamlining of building and planning functions. The term of the Ad Hoc Committee's appointment will end on October 15, 2014.

In November and December 2013, the City Council unanimously supported the Ad Hoc Committee's initial recommendations to:

- Direct staff to pursue expanding payment options for City services to include credit cards, debit cards, and electronic fund transfers.

AND

- Direct the City Manager to identify potential organizational improvements to (1) expedite permit counter issuance and operations; (2) decrease plan check review times; and, (3) increase access to inspectors for inspection follow-up.

AND

- Direct staff to identify potential website and technological improvements to provide greater electronic resources for residents, businesses, and contractors.

In June 2014, the City Council took action to include a pilot program of accepting credit/debit cards for select transactions at Laguna Woods City Hall and an update of the City's website (<http://www.lagunawoodscity.org>) in the Fiscal Year 2014-15 Budget. The City Manager also continues to make organizational improvements to building and planning operations, including Item 8.3 on this meeting's agenda.

### **Discussion**

The Community and Economic Development Improvement Plan submitted for the City Council's consideration (Attachment A) summarizes the recommendations of the Ad Hoc Economic/Community Development Committee.

The proposed Plan seeks to further the following goals:

1. Reduce and streamline regulatory mandates for residents and businesses with respect to permitting and other activities that result in local safety, environmental, and/or quality of life improvements.
2. Support and foster high quality shopping, dining, and service experiences in order to promote the local availability of amenities and jobs for residents, as well as a productive business climate.

As a part of the City's efforts to more actively engage the broader Laguna Woods community, three roundtable meetings were held to obtain public input on the local business and contracting climate. The Ad Hoc Committee strongly recommends that similar meetings be held on an ongoing, annual basis.

### **Fiscal Impact**

The recommended action could be accommodated in the City's existing budget, as it is limited to approval of the proposed Plan with implementation only as funding and resources permit. The City Council would consider implementing actions that require additional funding or resources, annually, as a part of the budget process.

### **Conclusion**

The Ad Hoc Economic/Community Development Committee is recommending that the City Council approve the proposed Community and Economic Development Improvement Plan to help focus and guide the City's business, development, and permit-related service and regulatory efforts.

Attachment: A – Proposed Community and Economic Development Improvement Plan

*City of Laguna Woods*  
Community and Economic  
Development Improvement Plan



September 17, 2014

City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637  
[www.lagunawoodscity.org](http://www.lagunawoodscity.org)

**City of Laguna Woods  
City Council**

Bert Hack  
Mayor

Cynthia Conners  
Mayor Pro Tem

Noel Hatch  
Councilmember

Shari L. Horne  
Councilmember

Bob Ring  
Councilmember

**City of Laguna Woods  
Ad Hoc Economic/Community  
Development Committee  
(2013-2014)**

Cynthia Conners  
Mayor Pro Tem

Bob Ring  
Councilmember

**City of Laguna Woods  
City Manager**

Christopher Macon



## Table of Contents

Foreword.....	3
Economic and Labor Force Characteristics.....	3
Residential Communities.....	4
Places of Worship.....	4
Shopping Centers, Hotels, and Commercial Properties.....	4
General Plan Land Use Map (as of September 2014)*.....	5
Zoning Map (as of September 2014)*.....	6
Goals.....	7
General Plan Consistency.....	7
Guiding Principles.....	7
Recommendations.....	9

\* These maps may change from time-to-time. Please contact Laguna Woods City Hall to obtain current versions or for additional information.



## Foreword

On September 18, 2013, the City Council appointed two of its members (Cynthia Conners and Bob Ring) to serve on an Ad Hoc Economic/Community Development Committee. The Ad Hoc Committee's purpose was to identify potential business, development, and permit-related service and regulatory improvements for consideration by the City Council.



The Ad Hoc Committee met over a twelve month period to assess the local business and regulatory climate; identify areas that the City could improve or have an appreciable impact on; research and evaluate best practices from other jurisdictions; and, develop recommendations for the City Council. This Community and Economic Development Improvement Plan summarizes the Ad Hoc Committee's recommendations, as adopted by the City Council.

## Economic and Labor Force Characteristics

**Table 1: Taxable Sales – Multi-Year<sup>1</sup>**

Type of Business	2009 Permits	Taxable Transactions (thousands)	2010 Permits	Taxable Transactions (thousands)	2011 Permits	Taxable Transactions (thousands)
Retail	152	\$68,265	155	\$67,803	146	\$71,056
Other	40	\$3,511	45	\$5,012	44	\$5,859
Total	192	\$71,776	200	\$72,815	190	\$76,915

**Table 2: Employment – May 2013<sup>1</sup>**

Labor Force	Employed	Unemployed	Unemployment Rate
2,700	2,500	200	7.6%

<sup>1</sup> Source: Orange County Progress Report 2013, Center for Demographic Research / California Employment Development Department

**Table 3: Employment Projections**

2015	2020	2025	2030	2035
5,685	6,155	6,250	6,617	6,717

Source: Orange County Progress Report 2013, Center for Demographic Research / Center for Demographic Research, California State University, Fullerton

## Residential Communities

The vast majority of land within Laguna Woods is occupied by residential uses, which include the following five residential communities:

- **Laguna Woods Village** (12,736 condominium and cooperative units)
- **Las Palmas** (184 rental units)
- **The Regency** (192 rental units)
- **San Sebastian** (134 rental units)
- **Whispering Fountains** (140 rental units)

## Places of Worship

Laguna Woods is home to five dedicated places of worship serving Catholic, Jewish, Lutheran, Methodist, and Presbyterian faiths. Other faith-based groups and religious organizations meet throughout Laguna Woods.

## Shopping Centers, Hotels, and Commercial Properties

At just over three square miles, the majority of land within Laguna Woods is zoned for residential, open space, and other non-commercial purposes. While less than one-fifth of a square mile is zoned as commercial, residents and visitors enjoy a wide assortment of retail, office, and medical services.

Laguna Woods is served by the following five shopping centers:

- **Town Centre** (north of El Toro Road, west of Moulton Parkway)
- **Home Depot Center** (south of El Toro Road, west of Moulton Parkway)
- **PS Business Park** (south of Ridge Route Drive, east of Moulton Parkway)
- **Valencia Center** (south of El Toro Road, west of Paseo de Valencia)
- **Willow Tree Center** (south of El Toro Road, east of Moulton Parkway)

Laguna Woods is home to the 138-room **Ayres Hotel** in Towne Centre.

Additional commercial properties are located:

- In the vicinity of Moulton Parkway, east of Town Centre
- In the vicinity of Moulton Parkway at El Toro Road
- In the vicinity of Via Campo Verde, west of Moulton Parkway
- In the vicinity of Calle Aragon, east of Moulton Parkway
- In the vicinity of Paseo de Valencia, south of Valencia Center
- Northwest of Laguna Hills Drive and Paseo de Valencia
- Northwest of El Toro Road and Paseo de Valencia

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# CITY OF LAGUNA WOODS



## GENERAL PLAN LAND USE MAP

Date: December 15, 2010

### Legend

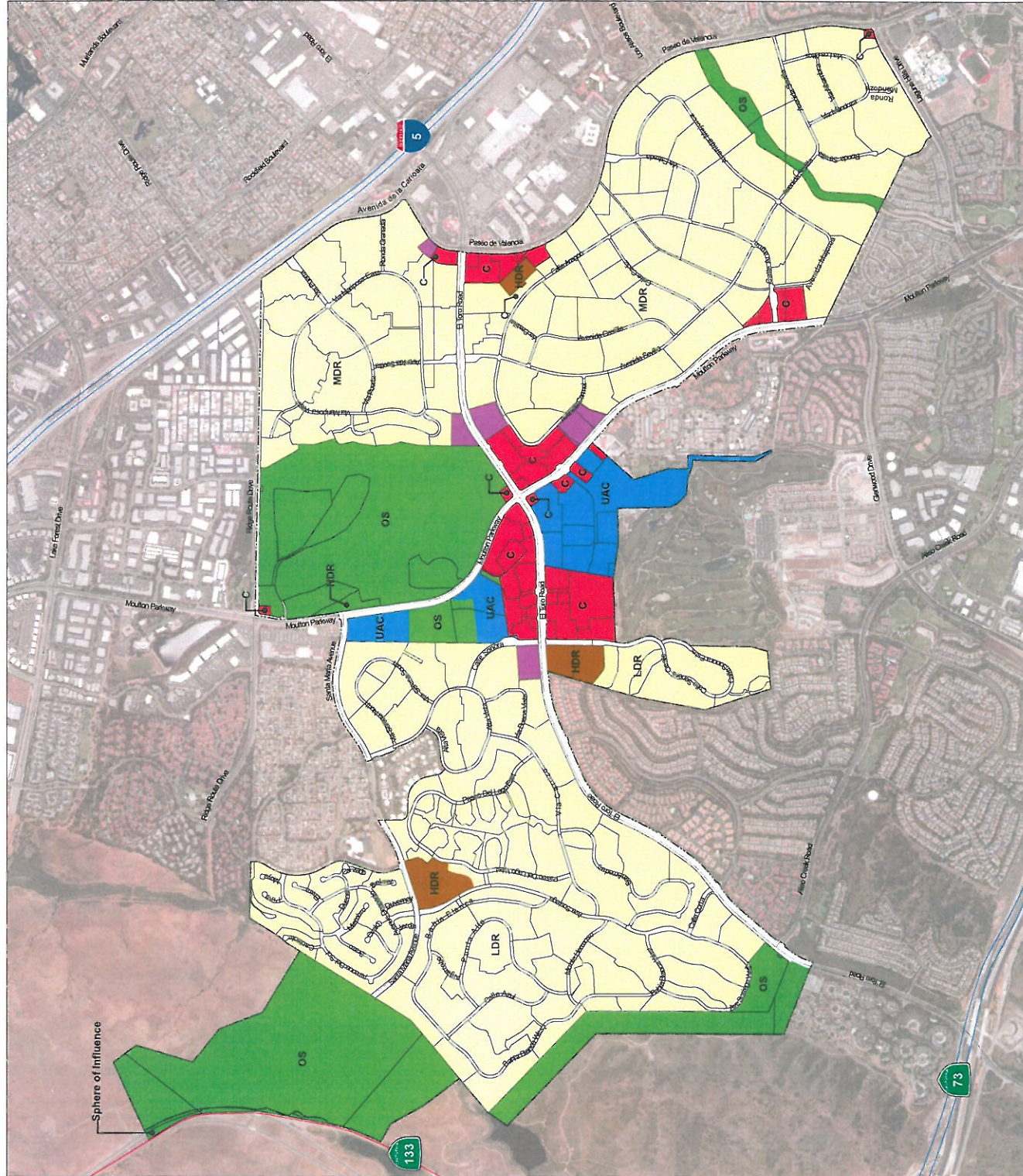
City Boundaries

- General Plan Land Use**
- Low Density Residential (LDR)
  - Medium Density Residential (MDR)
  - High Density Residential (HDR)
  - Residential Community (RC)
  - Commercial (C)
  - Community Facilities (CF)
  - Open Space (OS)
  - Urban Activities Center (UAC)

### Key Map



**DISCLAIMER:** Public resource of general information. The feature data specified on this map represents the most accurate zoning and parcel information available at the most recent date of revision. In the event of a conflict between information on this map and adopted City Resolutions or Ordinances, the City's Resolutions or Ordinances shall govern.



# CITY OF LAGUNA WOODS



## ZONING MAP

Date: December 15, 2010

### Legend

City Boundaries

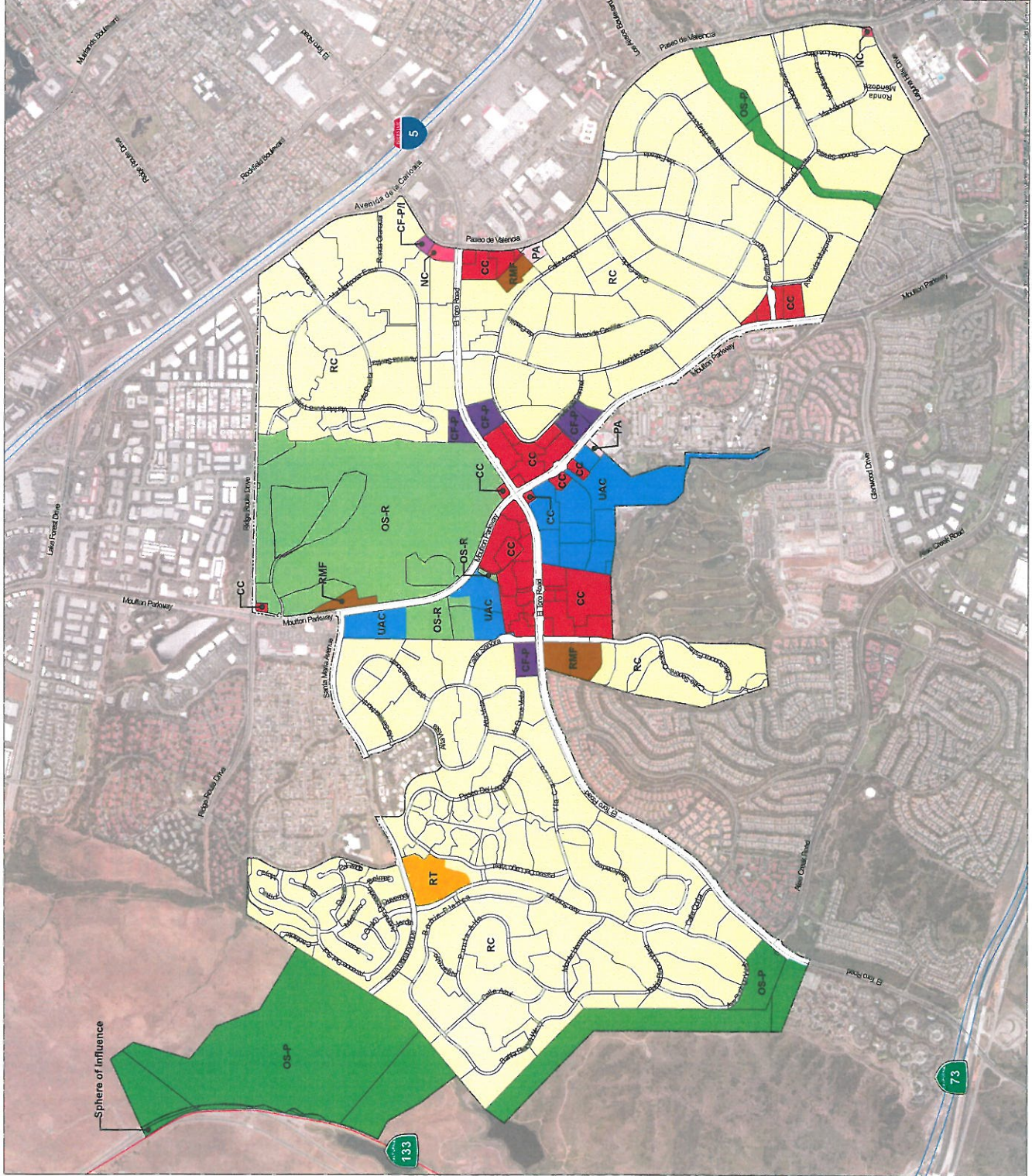
### Zoning Designations

- Residential Community District (RC)
- Residential Towers District (RT)
- Residential Multifamily District (RMF)
- Professional and Administrative Office District (PA)
- Neighborhood Commercial District (NC)
- Community Commercial District (CC)
- Community Facilities - Public/Institutional (CF-P/I)
- Community Facilities - Private (CF-P)
- Open Space - Recreation District (OS-R)
- Open Space - Passive District (OS-P)
- Urban Activities Center (UAC)

### Key Map



**DISCLAIMER:** This is a summary of zoning information. The zoning file provides on this map the most accurate zoning and parcel information available at the most recent revision. In the event of a conflict between information on this map and adopted City Resolutions or Ordinances, the City's Resolutions or Ordinances shall govern.



## Goals

The goals of this Plan are to:

1. Reduce and streamline regulatory mandates for residents and businesses with respect to permitting and other activities that result in local safety, environmental, and/or quality of life improvements.

AND

2. Support and foster high quality shopping, dining, and service experiences in order to promote the local availability of amenities and jobs for residents, as well as a productive business climate.

## General Plan Consistency

The Laguna Woods General Plan is a State-mandated document that outlines a long-term vision for the future of the City. Since 2002, a primary objective of the Laguna Woods General Plan has been to develop “a self-sustaining community affording goods, services, housing, employment, and recreation opportunities appropriate to the needs of current and future residents.” The General Plan also sets forth policies and objectives to “promote land uses that accommodate the diverse needs of [City] residents,” “actively participate with property owners and their representatives to expand the range of retail goods and services,” and “enhance the value and desirability of properties.” This Plan is intended to complement and assist with the implementation of the General Plan.

## Guiding Principles

The City’s Regulations Should be “Resident and Business Friendly”

During the development of this Plan, several public meetings were held to discuss the local regulatory and business climate with members of the public. While participants largely recognized the necessity of the City’s regulatory role in the interest of protecting public health, safety, and welfare, numerous concerns were heard regarding perceptions of overregulation. The City’s current leadership is committed to streamlining regulations to ensure that each is necessary and adds clear value to Laguna Woods residents without creating undue burdens on public or private parties. This Plan recommends several regulatory updates following further issue-specific analysis and public outreach.

### The City's Operations Should be "Resident and Business Friendly"

Public meetings that were held to discuss the City's building and planning-related processes yielded some feedback critical of those operations, particularly with respect to perceptions of timeliness and efficiency. While participants recognized that the City's resources are limited compared to larger jurisdictions, a clear need was expressed for the City to evaluate and improve routine processes such as building permit issuance, plan review, and inspection. The City's current leadership is committed to modernizing operations and finding new ways to enhance resident and business interactions with the City. This Plan represents a continuation of ongoing efforts and contains numerous related recommendations.

### Commercial Zones will Remain "Status Quo"

This Plan does not propose or consider an expansion of commercial zones beyond those that currently exist within the City (see pages 5 and 6). While it is not unusual for zoning to change over time (e.g., at the request of a property owner, following environmental review), this Plan seeks to achieve its goals within the City's existing land use and zoning structure.

### Financial Benefits are Secondary to Achieving Plan Goals

While it is acknowledged that some of the recommendations contained in this Plan are likely to result in ancillary economic benefits for the City, the recommendations are not anticipated to result in significant fluctuations in sales tax or other City revenues. Rather, this Plan's purpose is to enhance the local community through increased efficiencies and the presence of businesses of value to residents. Any ancillary economic benefits are secondary to achieving this Plan's goals and would help to sustain and enhance the provision of City services (e.g., subsidized taxi vouchers, zero-match community service organization grants, and free notary services).

### Public Health, Safety, and Welfare Remain Paramount

While community and economic development is vital to maintaining a high quality of life for Laguna Woods residents, protection of public health, safety, and welfare, as well as the fiscal solvency of the City, continue to be issues of paramount importance. This Plan seeks to balance those needs with the needs of residents and businesses for more responsive City services. The recommendations described in this Plan are to be undertaken with this overarching principle in mind.

## Recommendations

**Table 4: Regulatory Actions**

Number	Recommendation
R.01	Update the City's sign regulations.
R.02	Update the City's special events regulations.
R.03	Update the City's tree maintenance and removal regulations.
R.04	Update the City's off street parking regulations.
R.05	Update the City's permitted uses by zoning district regulations.
R.06	Update the City's purchasing regulations to include a local preference.
R.07	Update the City's General Plan for economic development issues.

**Table 5: Operational Actions**

Number	Recommendation
O.01	Expand the forms of payment accepted at City Hall to include credit cards, debit cards, and electronic funds transfers (e.g., web checks).
O.02	Implement organizational improvements to 1) expedite permit counter issuance and operations; 2) decrease plan check turnaround times; 3) provide for accelerated permit processing on an as-requested basis; and, 4) provide greater public access to inspectors for inspection follow-up.
O.03	Re-design the City's website to improve navigation, ease of access to information, and resources specific to residents, businesses, and visitors.
O.04	Launch an electronic portal for residents, businesses, and other interested parties to search for and obtain historical building permit records.
O.05	Implement electronic systems to support building permit issuance, plan review, and inspection processes, including digitization of records.
O.06	Prepare handouts and other materials that provide information on common building and planning processes for residents and applicants.
O.07	Launch a "Shop & Dine" program to promote local businesses, potentially consisting of events, marketing campaigns, and other initiatives.
O.08	Partner with the Board of Equalization, SCORE, and other business organizations to provide public programs and other offerings at City Hall.
O.09	Designate and train a staff person to serve as a Business Ombudsperson to assist businesses with City permitting needs and access to City programs.
O.10	Partner with businesses and other local stakeholders to encourage the provision of high speed Internet connectivity in commercial zoning districts.
O.11	Conduct annual roundtable meetings with residents, businesses, and contractors to solicit input on City services and operations.

**Table 6: Plan Implementation Actions**

Number	Recommendation
I.01	Consider funding recommended actions outlined in this Plan, annually, as a part of the City's budget development process.
I.02	Consider public and public/private partnerships, as well as external funding opportunities, to assist with the implementation of this Plan.
I.03	Update this Plan following the comprehensive update of the City's General Plan (tentatively scheduled for Fiscal Year 2015-16).

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**8.3**  
**BUILDING SERVICES OPERATIONAL**  
**IMPROVEMENTS AND AGREEMENTS**

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**City of Laguna Woods  
Agenda Report**

**DATE:** September 17, 2014 Regular City Council Meeting  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**AGENDA ITEM:** Building Services Operational Improvements and Agreements

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**Recommended Action**

A. Approve an agreement with CSG Consultants, Inc. for Certified Access Specialist (CASp) and building plan review services, and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

AND

B. Approve an agreement with CivilSource, Inc. for building inspection and permit counter services, and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

**Background**

On November 20, 2013, the City Council, acting on a recommendation from the Ad Hoc Economic/Community Development Committee (Mayor Pro Tem Connors and Councilmember Ring), directed the City Manager to identify potential organizational improvements to 1) expedite permit counter issuance and operations; 2) decrease plan check review times; and, 3) increase access to inspectors for inspection follow-up. The recommendation emerged following several public roundtable meetings, which yielded some feedback critical of the City's planning and building operations, particularly with respect to perceptions of timeliness and efficiency. The Ad Hoc Committee noted that routine processes – permitting, plan review, and inspection – should be addressed.

Since then, several internal improvements have been made concurrent with a thorough review of opportunities to maximize the efficiency, effectiveness, and economy of the City's planning and building operations. Due to the number of interrelated services and mindful of resource constraints, staff view this process as iterative and ongoing.

With the adoption of the City's Fiscal Year 2014-15 Budget in June 2014, and acting on a recommendation from the City Manager, the City Council took action to initiate a competitive Request for Proposal (RFP) process for building services providers consistent with the needs identified, in part, by the Ad Hoc Committee.

### Discussion

The RFP for building services was released on July 11, 2014 with proposals due by August 1, 2014. A total of five proposals were received (Charles Abbott Associates, CivilSource, CSG Consulting, Lilley Planning Group, and VCA Code) for services including Building Official, Certified Access Specialist (CASp), building inspection, permit counter, and building plan review. Subsequently, staff reviewed all proposals and interviewed four firms for all or a portion of the services requested.

The recommended action would approve two new agreements (Attachments A and B) with independent contractors for CASp, building inspection, permit counter, and building plan review services. Both firms were ranked highest in terms of ability to perform the work, understanding of the scope of work, and customer service.

CSG Consulting would replace Scott Fazekas & Associates as the firm responsible for providing the City's CASp and third-party building plan review services. CSG is based in San Mateo and would manage services from its office in Santa Ana.

CivilSource would continue to provide the City's building inspection services and would also begin to provide permit counter services. CivilSource is based in Irvine and also provides the City's civil and traffic engineering services.

Key benefits of the proposed agreements include:

- **Expanded Permit Counter Hours** – Beginning on Wednesday, October 1, 2014, the City's permit counter would be open from 7:30 a.m. to 12 p.m. – instead of 8 a.m. to 12 p.m. – every Monday through Friday. Staff intends to continue to explore ways to expand permit counter hours as resources permit, particularly in the interest of being increasingly resident and business friendly. Permit counter hours for neighboring cities are listed in the table below.

Neighboring City	Permit Counter Hours
Aliso Viejo	7:30 a.m.-12 p.m., Monday through Friday; closed alternate Fridays
Irvine	7:30 a.m.-5:30 p.m., Monday through Thursday; 8 a.m.-5 p.m. Friday
Laguna Beach	8 a.m.-12 p.m. and 1-4:30 p.m., Monday through Friday
Laguna Hills	1-5:30 p.m. Monday through Thursday; 1-5 p.m. Friday

- Increased Capacity for Over-the-Counter Plan Review** – Beginning on Wednesday, October 1, 2014, the City’s permit counter would be staffed by a building services professional, as opposed to the City’s Planning Manager. As the volume of building permits processed at the permit counter is significantly greater than planning permits, this reallocation of resources would better align permit counter operations with community needs, while also increasing the ability to provide over-the-counter plan reviews. The Planning Manager would also be able to dedicate additional time to processing planning applications, assisting with updates to the Laguna Woods Municipal Code, and performing other planning-related functions. The Planning Manager and other City staff would continue to be available to process over-the-counter planning permits (e.g., temporary signs) during permit counter hours.
- Reduced Plan Review Turnaround Times** – Beginning immediately upon execution of the proposed agreement, turnaround times for most plan reviews not performed over-the-counter would be reduced by three days (or, 30%). In addition, the City would be able to offer a web-based method of transmitting plan review comments to the applicant, which would further reduce effective turnaround times, as delays are often caused by the applicant’s availability to pick-up copies of plan review comments from City Hall. Recognizing that not all applicants may be prepared to accept “paperless” plan review comments, paper copies would also continue to be made available. Current and proposed turnaround times for specific project types are listed in the table below.

Project Type	Initial Review (CURRENT)	Initial Review (PROPOSED)*
Residential New Construction	10 days	10 days
Residential Additions	10 days	7 days (-30%)
Small Residential Remodels	10 days	7 days (-30%)
Non-Residential/Commercial New Construction	10 days	10 days
Commercial Additions	10 days	7 days (-30%)
Small Commercial Remodels/Tenant Improvements	10 days	7 days (-30%)
Large/Complex Commercial Projects	10 days	10 days
* The City may, at its sole and absolute discretion, grant the building plan review firm a temporary extension of turnaround times due to unforeseen or extraordinary conditions		

- Reduced Plan Review Costs** – Plan review costs for most plan reviews not performed over-the-counter would be reduced by 5% to 25%/hour, depending on the type of plan review required. As plan review costs are either paid by

the applicant (in the case of deposit-based fees) or absorbed by the City (in the case of flat fees), there are potential cost savings for both parties. Current and proposed hourly rates for plan reviews are listed in the table below.

Plan Review Type	Hourly Rate (CURRENT)	Hourly Rate (PROPOSED)
Building and Fire Life Safety Review	\$100/hour	\$75/hour (-25%)
Structural Plan Review / Structural Engineer	\$100/hour	\$95/hour (-5%)
Structural Plan Review / Professional Engineer	\$100/hour	\$85/hour (-15%)

- Immediate Digitization of Many Building Permits and Plans** – Building permits and plans associated with most plan reviews not performed over-the-counter would be scanned by the building plan review firm and provided to the City as electronic files. This level of digitization (included in the reduced rates for plan review) would assist the City with moving toward increasingly “paperless” systems, in furtherance of practical and environmental benefits.

It should also be noted that both proposed agreements include requirements for the payment of liquidated damages to the City, in the event of lapses in service, and in addition to any other relief or enforcement that may be available. Staff believe that increasing the City’s ability to ensure a high quality of service and performance from its independent contractors is vital to our success as a contract city.

### **Fiscal Impact**

The recommended action could be accommodated in the City’s existing budget. The proposed rates are either less than or generally equivalent to the current rates paid by the City, with the exception of building inspection rates which would increase from \$50/hour to \$70/hour (the current contract rate is \$65/hour; however, since 2013, the building inspection firm has voluntarily lowered the rate for its inspectors). The City would use the proposed rates for the fee study that is currently underway to ensure the appropriateness, applicability, and adequacy of the City’s building fees.

### **Conclusion**

Staff is recommending that the City Council approve new agreements with CSG Consultants and CivilSource that would help improve the City’s building operations and make them increasingly resident and business friendly.

Attachments: A – Proposed Agreement, CSG Consultants, Inc.  
B – Proposed Agreement, CivilSource, Inc.

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
CSG CONSULTANTS, INC.**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and CSG Consultants, Inc. ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2016. Such term may be extended upon written agreement of both parties to this AGREEMENT for any applicable mutually agreeable period, but shall not be extended beyond 11:59 p.m. on June 30, 2020.

**SECTION 2. SCOPE OF SERVICES.**

CONSULTANT shall perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. All work to be performed by CONSULTANT shall be coordinated with, and approved by City Manager of CITY or his or her designee. CONTRACTOR shall not begin work on any individual task or assignment until authorized by the City Manager of CITY or his or her designee to proceed.

**SECTION 3. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or the City Manager of CITY or his or her designee. CONSULTANT shall be compensated for any such additional services only in the amounts and in the manner agreed to by the City Council or City Manager of CITY or his or her designee.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected

## ITEM 8.3 – ATTACHMENT A

amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

(b) No later than the 15<sup>th</sup> of each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the categories required by CITY, which are subject to change at the discretion of CITY. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event that any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the AGREEMENT by CONSULTANT.

### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

### **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

ITEM 8.3 – ATTACHMENT A

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's and any of CONSULTANT's subcontractors' performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all drafts of studies or planning documents, correspondence, notices, ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the end of the term of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY, Federal government, State of California, or their designated representatives. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

(d) CONSULTANT shall prepare and submit to CITY reports concerning the performance of the work in this AGREEMENT as CITY shall require.

**SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, official, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT.

ITEM 8.3 – ATTACHMENT A

CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, officials, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

(d) This AGREEMENT shall in no way prohibit the CITY from entering into other agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

**SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

(b) CONSULTANT shall not be debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, or from receiving Federal contracts, subcontracts, or financial or nonfinancial assistance or benefits, under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35) or other Federal laws, statutes, codes, ordinances, regulations or rules, at any time during the term of this AGREEMENT.

**SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis

of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

**SECTION 13. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

**SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the

work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of

CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

**SECTION 16. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of CITY or his or her designee. CONSULTANT agrees to provide CITY with copies of required policies upon request.

**SECTION 17. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with Section 10 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

**SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

**SECTION 19. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon sixty

(60) days written notice of termination to CITY. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

(c) If CONSULTANT fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY immediately upon demand by CITY, notwithstanding any billing disputes that may then exist under this AGREEMENT. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

**SECTION 20. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

**SECTION 21. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

**SECTION 22. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in a reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

**SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopy or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: City of Laguna Woods  
Attn: City Manager  
24264 El Toro Road  
Laguna Woods, CA 92637

To CONSULTANT: CSG Consultants, Inc.  
Attn: Vice President, Building & Fire Life Safety  
801 Park Center Drive, Suite 230  
Santa Ana, CA 92705

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

**SECTION 25. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council or City Manager of CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 27. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 28. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange. In the event of litigation in a U.S. District



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**As Needed Certified Access Specialist (CASp) Services**

CONSULTANT shall provide Certified Access Specialist (“CASp”) services in accordance with the State of California’s Certified Access Specialist Program, as may change from time-to-time. These services shall be provided on an as needed basis. CASp services may include plan review to facilitate compliance with local, state, and federal accessibility laws and regulations, as well as accessibility compliance inspections, technical consultations, training, and outreach.

**As Needed Building Plan Review Services**

CONSULTANT shall provide building plan review and approval (“plan review”) for projects of all construction types and occupancy groups. The scope of plan review shall cover all applicable model codes and CITY adopted amendments, as may change from time-to-time. Plan review shall additionally be tailored to all applicable CITY ordinances, policies, code interpretations, and administrative guidelines, as will change from time-to-time.

CONSULTANT shall return a list of comments or provide approval for all plan review projects in accordance with Table 1-1 below. For the purpose of this AGREEMENT, except where otherwise noted, a “day” is defined as Monday through Friday excluding only Federal holidays.

*Table 1-1: Building Plan Review Turnaround Times*

<b>Project Type</b>	<b>Initial Review</b>	<b>Subsequent Reviews</b>
Residential New Construction	10 days	5 days
Residential Additions	7 days	5 days
Small Residential Remodels	7 days	5 days
Non-Residential/Commercial New Construction	10 days	5 days
Commercial Additions	7 days	5 days
Small Commercial Remodels/Tenant Improvements	7 days	5 days
Large/Complex Commercial Projects	10 days	5 days

CONSULTANT shall arrange for pickup of hard copy plans and other documents submitted for plan review from CITY’s City Hall within one day of notification from CITY. The building plan review turnaround times specified in Table 1-1 shall begin upon notification, which CITY agrees to provide via email to [juliew@csgengr.com](mailto:juliew@csgengr.com) and [khoa@csgengr.com](mailto:khoa@csgengr.com) and conclude upon CITY’s receipt of complete digital and hard copy plan review comments.

CONSULTANT shall provide a secure web-based system to allow for the electronic transmittal of plans, plan review comments, and miscellaneous correspondence and documentation between the firm, CITY, applicants, and other parties (“digital plan review”). Upon receiving the initial

### ITEM 8.3 – ATTACHMENT A

submission for each project for plan review, CONSULTANT shall assign a unique username and password (“digital plan review access information”) to allow applicants to download PDF-format plan review comments when available. Digital plan review access information shall be provided to CITY and respective applicants via email when plan review comments are available to download (not to exceed the building plan review turnaround times specified in Table 1-1). In addition, CONSULTANT shall provide one hard copy of plan review comments to CITY (not to exceed the building plan review turnaround times specified in Table 1-1). CONSULTANT shall disable applicant access to digital plan review 30 days following final plan review approval.

CONSULTANT shall implement and cause digital plan review to be fully operational within the first 60 calendar days of the term of this AGREEMENT. Within the first 30 calendar days of the term of this AGREEMENT, CONSULTANT shall produce a document that explains how digital plan review works (e.g., how to access the system, how to download plan review comments) in form satisfactory to CITY. CONSULTANT shall provide said document to all applicants via email with notification that plan review comments are available to download and shall provide CITY with printed color copies for distribution to the general public upon request and without additional charge.

Within two days of receipt, CONSULTANT shall scan into digital files all hard copy plans. A pre-condition of CITY’s payment to CONSULTANT for each respective month shall be the receipt of all digital files for projects that received final plan review approval during the month. CONSULTANT may provide said digital files to CITY via a secure File Transfer Protocol (FTP) or similar web-based system, provided that CITY is also provided with a document correlating the digital file names to CITY permit numbers and project addresses.

CONSULTANT shall be available for in-person meetings and conference calls to discuss plan review activities with CITY, applicants, and other parties, upon request.

CONSULTANT shall be available to provide training and outreach to CITY, applicants, and other parties on matters related to plan review, upon request.

CONSULTANT shall participate in and cooperate with CITY fee studies by providing requested information or data promptly and without additional charge to CITY, upon request.

**EXHIBIT "B"**  
**COMPENSATION**

CONSULTANT shall be compensated on an hourly basis using the following rates:

*Table 1-2: Compensation Schedule*

<b>As Needed Certified Access Specialist (CASp) Services</b>	
CASp Services <sup>1</sup>	\$90 per hour <sup>2</sup>
<b>As Needed Building Plan Review Services</b>	
Certified Plan Review / Building and Fire Life Safety Review <sup>1</sup>	\$75 per hour <sup>2</sup>
Structural Plan Review / Structural Engineer <sup>1</sup>	\$95 per hour <sup>2</sup>
Structural Plan Review / Professional Engineer <sup>1</sup>	\$85 per hour <sup>2</sup>

<sup>1</sup> Includes any related in-person meetings and conference calls and training and outreach.

<sup>2</sup> Hourly rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for courier, mailing, or other pickup or delivery services; provision, implementation, use, or maintenance of digital plan review; printing or reproduction; supplies or equipment; voice or data line usage; mileage or other travel-related expenses; or, any other expense related to the provision of the services described in this AGREEMENT.

Hourly rates will not increase through June 30, 2016. If AGREEMENT is extended beyond June 30, 2016, CONSULTANT reserves the right to increase hourly rates by a maximum of 5%, overall, through the subsequent maximum term provided by AGREEMENT.

CONSULTANT shall compensate CITY for liquidated damages using the following rates:

*Table 1-3: Liquidated Damages Schedule for Plan Review Services*

Failure of CONSULTANT to meet any building plan review turnaround time specified in Table 1-2 (one to three days) <sup>3</sup>	\$200 per project/ per day
Failure of CONSULTANT to meet any building plan review turnaround time specified in Table 1-2 (four days or more) <sup>3</sup>	\$500 per project/ per day

<sup>3</sup> Upon request, CITY may at its sole and absolute discretion grant CONSULTANT a temporary extension of turnaround times due to unforeseen or extraordinary conditions. Such extension shall be requested and explained, in writing, by CONSULTANT, no less than three days prior to the end of the applicable turnaround time. CITY shall notify CONSULTANT of its decision, in writing, within two days of receiving a request. If a request is denied by CITY, CONSULTANT shall complete plan review services in accordance with the turnaround times specified in Table 1-2 or compensate the CITY for liquidated damages as specified in Table 1-3.

**EXHIBIT "C"**  
**INSURANCE**

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager of CITY or his or her designee or City Counsel, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of CITY.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager of CITY or his or her designee otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect

ITEM 8.3 – ATTACHMENT A

complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
CIVILSOURCE, INC.**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and CivilSource, Inc. ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on October 1, 2014 and ending at 11:59 p.m. on June 30, 2016. Such term may be extended upon written agreement of both parties to this AGREEMENT for any applicable mutually agreeable period, but shall not be extended beyond 11:59 p.m. on June 30, 2020.

**SECTION 2. SCOPE OF SERVICES.**

CONSULTANT shall perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. All work to be performed by CONSULTANT shall be coordinated with, and approved by City Manager of CITY or his or her designee. CONTRACTOR shall not begin work on any individual task or assignment until authorized by the City Manager of CITY or his or her designee to proceed.

**SECTION 3. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or the City Manager of CITY or his or her designee. CONSULTANT shall be compensated for any such additional services only in the amounts and in the manner agreed to by the City Council or City Manager of CITY or his or her designee.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for

services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

(b) No later than the 15<sup>th</sup> of each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the categories required by CITY, which are subject to change at the discretion of CITY. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event that any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the AGREEMENT by CONSULTANT.

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

#### **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

ITEM 8.3 – ATTACHMENT B

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's and any of CONSULTANT's subcontractors' performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all drafts of studies or planning documents, correspondence, notices, ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the end of the term of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY, Federal government, State of California, or their designated representatives. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

(d) CONSULTANT shall prepare and submit to CITY reports concerning the performance of the work in this AGREEMENT as CITY shall require.

**SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, official, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT.

CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, officials, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

(d) This AGREEMENT shall in no way prohibit the CITY from entering into other agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

(b) CONSULTANT shall not be debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, or from receiving Federal contracts, subcontracts, or financial or nonfinancial assistance or benefits, under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35) or other Federal laws, statutes, codes, ordinances, regulations or rules, at any time during the term of this AGREEMENT.

#### **SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis

of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

**SECTION 13. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

**SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the

work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of

CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

**SECTION 16. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of CITY or his or her designee. CONSULTANT agrees to provide CITY with copies of required policies upon request.

**SECTION 17. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with Section 10 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

**SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

**SECTION 19. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon sixty

(60) days written notice of termination to CITY. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

(c) If CONSULTANT fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY immediately upon demand by CITY, notwithstanding any billing disputes that may then exist under this AGREEMENT. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

#### **SECTION 20. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

#### **SECTION 21. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

#### **SECTION 22. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in a reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

#### **SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopy or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: City of Laguna Woods  
Attn: City Manager  
24264 El Toro Road  
Laguna Woods, CA 92637

To CONSULTANT: CivilSource, Inc.  
Attn: Principal  
9890 Irvine Center Drive  
Irvine, CA 92618

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

**SECTION 25. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council or City Manager of CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 27. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 28. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the District of California in which CITY is located.

**SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 30. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 31. SEVERABILITY.**

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CITY OF LAGUNA WOODS:**

By \_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Date

**CONSULTANT:**

By \_\_\_\_\_  
Amy Amirani, PE, Principal

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Building Inspection Services**

CONSULTANT shall generally provide building inspection services for the shifts identified in Table 1-1 below. CITY may, at its sole and absolute discretion, cancel any regular shift with a minimum of five business days notice to CONSULTANT. For the purpose of this AGREEMENT, except where otherwise noted, “business days” is defined as Monday through Friday, excluding only the holidays referenced in Table 1-1 below. CITY may request additional building inspection services from CONSULTANT on an as needed basis.

*Table 1-1: Regular Shifts for Building Inspection Services*

Shift #	Description
I-1	Monday through Friday, 8 a.m. to 5 p.m. (includes unpaid one hour lunch), excluding New Year’s Eve, New Year’s Day, Birthday of Martin Luther King, Jr., President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day.
I-2	Monday, Wednesday, and Friday, 1 p.m. to 5 p.m., excluding New Year’s Eve, New Year’s Day, Birthday of Martin Luther King, Jr., President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day.
I-3	Tuesday, 8 a.m. to 5 p.m. (includes unpaid one hour lunch), excluding New Year’s Eve, New Year’s Day, Birthday of Martin Luther King, Jr., President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day.

On all days and at all times, CONSULTANT shall be able to provide one building inspector to conduct as needed urgent building inspections (e.g., structural fire damage) within one (1) hour of notification from CITY. CITY shall not be charged for “standby” time for said services.

At all times, CONSULTANT’s building inspection personnel shall possess the following minimum qualifications:

- Combination Inspector certification from the International Code Council; and
- Two (2) years of building inspection experience in the state of California; or
- Such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required of a building inspector, as determined adequate by CITY.

CONSULTANT’s building inspection personnel shall wear uniforms consisting of a solid color or patterned polo or other collared shirt; long, khaki or jean pants; closed toe shoes; and, identification card in form sufficient to CITY. Uniforms must be well maintained and in good condition at all times.

ITEM 8.3 – ATTACHMENT B

CONSULTANT shall provide or ensure that its building inspection personnel possess a cellular telephone on which they can be reliably contacted at no additional cost to CITY.

CONSULTANT shall be available to provide training and outreach to CITY, applicants, and other parties on matters related to building inspection services, upon request.

CONSULTANT shall participate in and cooperate with CITY fee studies by providing requested information or data promptly and without additional charge to CITY, upon request.

**Permit Counter Services**

CONSULTANT shall provide permit counter services, including, but not limited to:

- Reviewing and issuing building permits;
- Providing permit assistance to residents, businesses, and other parties;
- Scheduling building inspections and preparing related materials and files;
- Preparing correspondence and taking other actions related to expiring building permits;
- Conducting video/photo inspections of sewer lining and water heater replacements; and
- Providing over-the-counter plan review for the following project types:
  - Residential re-roofs with no structural calculations;
  - Residential new and replacement open lattice patio covers;
  - Residential air conditioner, water heater, and furnace change-outs;
  - Residential remodels involving only plumbing, electrical, and mechanical work (and not triggering Title 24 compliance);
  - Residential window replacements;
  - Residential patio enclosures;
  - Residential electrical service upgrades; and
  - Residential skylight installations.

CONSULTANT shall generally provide permit counter services for the shifts identified in Table 1-2 below. CITY may, at its sole and absolute discretion, cancel any regular shift with a minimum of five business days notice to CONSULTANT. For the purpose of this AGREEMENT, except where otherwise noted, “business days” is defined as Monday through Friday, excluding only the holidays referenced in Table 1-2 below. CITY may request additional permit counter services from CONSULTANT on an as needed basis.

*Table 1-2: Regular Shifts for Permit Counter Services*

<b>Shift #</b>	<b>Description</b>
C-1	Monday through Friday, 7:30 a.m. to 12:30 p.m., excluding New Year’s Eve, New Year’s Day, Birthday of Martin Luther King, Jr., President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day.

ITEM 8.3 – ATTACHMENT B

At all times, CONSULTANT's permit counter personnel shall possess the following minimum qualifications:

- Permit Technician certification from the International Code Council; or
- Plans Examiner certification from the International Code Council.

AND

- Two (2) years of relevant experience in the state of California; or
- Such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required for the permit counter, as determined adequate by CITY.

CONSULTANT's permit counter personnel shall wear uniforms consisting of a solid color or patterned polo or other collared shirt; long, khaki-type pants; closed toe shoes; and, identification card in form sufficient to CITY. Uniforms must be well maintained and in good condition at all times.

CONSULTANT shall be available to provide training and outreach to CITY, applicants, and other parties on matters related to permit counter services, upon request.

CONSULTANT shall participate in and cooperate with CITY fee studies by providing requested information or data promptly and without additional charge to CITY, upon request.

**EXHIBIT "B"**  
**COMPENSATION**

CONSULTANT shall be compensated on an hourly basis using the following rates:

*Table 1-3: Compensation Schedule*

<b>Building Inspection Services</b>	
Building Inspector	\$70 per hour <sup>1</sup>
<b>Permit Counter Services</b>	
Permit Counter Specialist	\$65 per hour <sup>1</sup>

<sup>1</sup> Hourly rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for supplies or equipment; provision of required cellular telephones; voice or data line usage; mileage or other travel-related expenses; or, any other expense related to the provision of the services described in this AGREEMENT.

Hourly rates will not increase through June 30, 2016. If AGREEMENT is extended beyond June 30, 2016, CONSULTANT reserves the right to increase hourly rates by a maximum of 5%, overall, through the subsequent maximum term provided by AGREEMENT.

CONSULTANT shall compensate CITY for liquidated damages using the following rates:

*Table 1-4: Liquidated Damages Schedule*

Failure of CONSULTANT to provide any of the regular shifts for building inspection services as identified in Table 1-1, except as authorized by CITY, in writing	\$250 per shift plus \$80 per hour not provided
Failure of CONSULTANT to provide any of the regular shifts for permit counter services as identified in Table 1-2, except as authorized by CITY, in writing	\$250 per shift plus \$75 per hour not provided
Failure of CONSULTANT to collect required building permit fees, as established by the State of California or CITY and as may change from time-to-time	\$25 per permit plus actual amount under collected

Payment of liquidated damages shall not preclude CITY from pursuing any other relief, which may be available, at law or in equity, or from enforcing any other provision of this AGREEMENT.

**EXHIBIT "C"**  
**INSURANCE**

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager of CITY or his or her designee or City Counsel, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of CITY.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager of CITY or his or her designee otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect

complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

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