AGENDA

CITY COUNCIL
REGULAR MEETING

May 22, 2018
4:00 PM
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Donald P. Wagner
Mayor

Christina Shea
Mayor Pro Tempore

Melissa Fox
Councilmember

Jeffrey Lalloway
Councilmember

Lynn Schott
Councilmember

Speaker's Card/Request to Speak: If you would like to address the City Council on a scheduled agenda item – including a Consent Calendar item, a Regular Council Business item, a Public Hearing item, or Public Comments – please complete the Request to Speak Form. The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the City Clerk. The Request to Speak Form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized. It also ensures the accurate identification of meeting participants in the City Council minutes. Your name will be called at the time the matter is heard by the City Council. City policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Mayor), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Mayor or the City Council during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

Scan this QR code for an electronic copy of the City Council Agenda and staff reports.

1. PRESENTATIONS

1.1 Wall of Recognition Honorees

1.2 Councilmember Fox's Request for Presentation by 100 Mile Club

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Announcements, Committee Reports and Council Comments are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next City Council meeting.

2. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the City Manager to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Council on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

2.1 MINUTES

ACTION:
Approve the minutes of a regular meeting of the Irvine City Council held on May 8, 2018.

2.2 PROCLAMATIONS

ACTION:

1) Proclaim May 2018 as Lupus LA's "Lupus Awareness Month."
2) Proclaim May 6-12, 2018 as Orange County Fire Authority's "Wildfire Awareness Week."
3) Proclaim May 28 - September 3, 2018 as Orange County Fire Authority's "Drowning Prevention Awareness Water Safety Summer."
4) Proclaim June 2018 as Men's Health Network's "Men's Health Month."
5) Proclaim July 1, 2018 as Honor Guards of America's "National Honor Guards Day."

2.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:
Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2.4 TREASURER'S REPORT FOR THE QUARTER ENDED MARCH 31, 2018

ACTION:
Receive and file the Treasurer's Report for the quarter ended March 31, 2018.

2.5 APPROVAL OF THE 2018 ANNUAL UPDATE TO THE CONSULTANT TEAM PROGRAM

ACTION:
Approve the City's 2018 annual update to the Consultant Team for professional consultant services for a one-year period from July 1, 2018 through June 30, 2019, as set forth in the Consultant Team Recommendations List; and authorize department directors to execute master contracts with the recommended Consultant Team firms.

2.6 AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR SENIOR CONSULTANT FOR CULTURAL TERRACE PLANNING

ACTION:
1) Authorize the City Manager to award and execute a contract for a not-to-exceed amount of $486,000 to HR&A Advisors, Inc. for business plan development and tenant planning services for Orange County Great Park Cultural Terrace Planning.
2) Approve a budget appropriation in the amount of $486,000 from the Orange County Great Park unallocated fund balance for Fiscal Year 2018-19.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

2.7 AQUATICS AND ATHLETICS FACILITY RESERVATION POLICIES

ACTION:
Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO REPEAL THE COMMUNITY SERVICES DEPARTMENT'S EXISTING "PUBLIC SPORTS FACILITIES RESERVATION AND FEE POLICY" AND ADOPT A NEW COMMUNITY SERVICES DEPARTMENT "AQUATICS FACILITY RESERVATION POLICY" AND A NEW COMMUNITY SERVICES DEPARTMENT "ATHLETICS FACILITY RESERVATION POLICY"

2.8 CALIFORNIA OFFICE OF EMERGENCY MANAGEMENT DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

ACTION:
1) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DESIGNATING APPLICANT'S AGENT FOR THE PURPOSES OF OBTAINING STATE AND FEDERAL DISASTER ASSISTANCE
2) Authorize the positions of City Manager, Director of Administrative Services, and Director of Public Safety to sign and execute and the City Clerk to certify Applicant's Agent Resolution.

2.9 ANNUAL MEASURE M2 ELIGIBILITY SUBMITTAL

ACTION:
Approve and authorize staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program covering Fiscal Years 2018-19 through 2024-25 to comply with Measure M2 eligibility criteria.

2.10 FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS AUTHORIZATION TO EXECUTE STATE PROGRAM AGREEMENTS

ACTION:
Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE EXECUTION OF FUNDING AGREEMENTS FOR FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS

2.11 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

1) Approve Mayor Pro Tempore Shea's requests for Community Partnership Fund Grant nominations to the following organizations in support of program costs unless otherwise noted:

    a. Boys & Girls Club of Irvine ($500)
    b. Irvine Community Alliance Fund - Irvine Animal Care Center ($500)
    c. Lupus LA ($500)
    d. Orange County Veterans Memorial Park Foundation ($500)
    e. Woodbridge High School Athletic Boosters ($500)
    f. Irvine Historical Society ($500)

2) Approve Councilmember Lalloway's request for Community Partnership Fund Grant nomination to the Beckman High School Athletic Booster Club in support of Beckman High School Cross Country Team ($2,500).
3) Authorize the City Manager to prepare and sign the funding agreements listed in Actions 1 and 2.

3. PUBLIC HEARINGS

Public Hearings are scheduled for a time certain of 4:00 p.m., unless noticed otherwise, or as soon thereafter as possible. Those wishing to address the City Council during the Public Hearing are requested to complete a form and provide it to the City Clerk prior to the hearing.
Notice: Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation. Any matter not noted for continuance, will be posted separately.

3.1 ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY AND FEES FOR NON-ATHLETIC FACILITIES

ACTION:

1) Receive staff report.
2) Open the public hearing; receive public input.
3) Close the public hearing.
4) City Council comments and questions.
5) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK
6) Authorize the City Manager to execute an amendment to the 2008 License Agreement with Automotive Marketing Consultants, Inc. to include the proposed Orange County Great Park Facility Reservation Policy and Fees.

4. COUNCIL BUSINESS

4.1 FISCAL YEAR 2018-19 LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT

ACTION:
Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IRVINE LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT, FISCAL YEAR 2018-19

PUBLIC COMMENTS - Public comments will be heard at approximately 6:30 p.m. or prior to adjournment, whichever occurs earlier.

Any member of the public may address the City Council on items within the City Council's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular City Council meetings are broadcast live every 2nd and 4th Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. City Council meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the City Clerk's office at (949) 724-6205.

ADJOURNMENT

At 11:00 p.m., the City Council will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future City Council meeting. All meetings are scheduled to terminate at 12:00 midnight.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the City Clerk and are available for public inspection and copying once the agenda is publicly posted, (at least 72 hours prior to a regular City Council meeting). Staff reports can also be downloaded from the City's website at *cityofirvine.org* beginning the Friday prior to the scheduled City Council meeting on Tuesday.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to *cityofirvine.org/ictv*.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda after the posting of the agenda will be available for public review in the City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS

Media Types and Guidelines

1. Written Materials/Handouts:

   Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the City Council. Please provide 15 copies of the information to be submitted and file with the City Clerk at the time of arrival to the meeting. This information will be disseminated to the City Council at the time testimony is given.

2. Large Displays/Maps/Renderings:

   Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the City Clerk's Office at (949)724-6205 no later than 12:00 noon on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

   Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 12:00 noon on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

   Information must be provided on CD, DVD, or VHS; or, emailed by 12:00 noon on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a day time phone number.

   The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING CITY DECISIONS

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge that is not filed within this 90-day period will be barred.

If a person wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Irvine, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesdays of each month at 4:00 p.m. Study Sessions and/or Closed Sessions are periodically held prior to the start of the regular meeting. Agendas are available at the following locations:

- City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at www.ci.irvine.ca.us

I hereby certify that the agenda for the Regular City Council meeting was posted in accordance with law in the posting book located in the Public Safety Lobby and at the entrance of City Hall, One Civic Center Plaza, Irvine, California on May 17, 2018 by 8pm as well as on the City's web page.

ASST CITY CLERK

Molly McLaughlin, CMC
City Clerk

PRESENTATIONS

1.1-1.2

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: PRESENTATIONS

City Clerk

RECOMMENDED ACTION:

1. Wall of Recognition Honorees
2. Councilmember Fox's Request for Presentation by 100 Mile Club

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2018 MAY 15 PM 4:19

Memo

RECEIVED

MAY 15 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

To: Grace Leung, Acting City Manager

From: Melissa Fox, City Councilmember

Date: May 7, 2018

Re: **100 Mile Club Presentation**

---

100 Mile Club is an organization that challenges students to run, jog or walk 100 miles over the course of the school year. Through participating students learn valuable lessons in goal-setting, determination, and team spirit along with exercise. Multiple schools in Irvine have students participating in the 100 Mile Club, during each school year and the summer as well.

For the Council and community to learn what benefit 100 Mile Club currently offers the City of Irvine, please place on the May 22, 2018 Irvine City Council meeting agenda a presentation by representatives from 100 Mile Club.

cc: City Council
City Attorney
City Clerk

2.1

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: MINUTES

City Clerk

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on May 8, 2018.

MINUTES

CITY COUNCIL
REGULAR MEETING

May 8, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 4:05 p.m. on May 8, 2018 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	3	Councilmember:	Jeffrey Lalloway
		Mayor Pro Tempore:	Christina Shea
		Mayor:	Donald P. Wagner
Absent:	2	Councilmember:	Melissa Fox
		Councilmember:	Lynn Schott

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

1.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1): Name of Case: City of Irvine, et al. v. Michael Cohen, Director of Department of Finance, et al., Sacramento County Superior Court Case No. 34-2017-80002663

1.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) –Orange County Catholic Worker, et al. v. Orange County, et al, United States District Court, Central District of California, Santa Ana Division, Case No. SA CV 18-0155-DOC (JDE)

1.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one potential case

1.4 PUBLIC EMPLOYEE APPOINTMENT: Government Code Section 54957 - Title: City Manager

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 4:06 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 5:40 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session.

PLEDGE OF ALLEGIANCE

Councilmember Lalloway led the Pledge of Allegiance.

INVOCATION

Mayor Wagner provided the invocation.

Mayor Wagner also announced the recent passing of Governor George Deukmejian, who passed away earlier in the day at the age of 89; and noted that the City Council meeting would be adjourned in his memory.

2. PRESENTATIONS

2.1 University of California, Irvine Community Impact Update

Mayor Wagner introduced Sandy Jones from the University of California, Irvine, who provided a brief presentation on special projects and upcoming events at the University.

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Mayor Wagner made the following announcements:

- The community is invited to join the Irvine Police Department Drug Abuse Resistance Education (D.A.R.E.) officers for an evening of fun, food, and games on Saturday, May 12 at 6 p.m. at Heritage Community Park. The D.A.R.E. Lounge Chair Movie and Carnival Night will include bounce houses, field games, a BBQ, refreshments, and treats for sale. Attendees are encouraged to bring lounge chairs to enjoy Disney-Pixar's movie *Coco*, which begins at dusk. For information, call 949-724-7000.

- The City of Irvine is hosting two Memorial Day events to honor those who have given their lives while defending our nation, which include: Sunday, May 27 at 4 p.m. at the Northwood Gratitude and Honor Memorial at Northwood Community Park; and Monday, May 28 at 10 a.m. at Colonel Bill Barber Marine Corps Park Memorial. Both events are free and open to the public. For information, visit *cityofirvine.org/specialevents.*

- In honor of Memorial Day, the Irvine Animal Care Center is waiving adoption fees for veterans on Friday, May 25 through Sunday, May 27. The adoption discount applies to activity duty, reserve, and veterans of the Army, Navy, Air Force, Marine Corps, Coast Guard and National Guard, and their immediate family members. The program is made possible by the Animals for Armed Forces Foundation, which will cover adoption fees for the veterans. For information, call 949-724-7740 or visit *irvineanimals.org.*

- The Irvine Civic Center will serve as an Early Voting Service Center for the June 5 Special Municipal Election and Statewide Direct Primary. Beginning Saturday, May 26 through Monday, June 4, all registered Orange County voters are eligible to participate in on-site early voting. Additional Voting Center services include ballot replacement, same-day conditional voter registration, full-service voter assistance, and secure drive-thru vote-by-mail ballot drop-off. The deadline to register to vote is May 21. For information, call the City of Irvine Election Hotline at 949-724-6159 or visit *ocvote.com*.

ADDITIONS AND DELETIONS

Acting City Manager Leung asked that Council Business Item No. 4.1 (Fiscal Year 2018-19 Landscape, Lighting and Park Maintenance Assessment) be continued to the May 22, 2018 meeting to allow for full City Council discussion.

3. CONSENT CALENDAR

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Lalloway, and unanimously carried to by those members present (Councilmembers Fox and Schott absent), to approve City Council Consent Calendar Item Nos. 3.1 through 3.7, with the exception of Item Nos. 3.3 and 3.5, which were removed for separate discussion.

3.1 MINUTES

ACTION:

1) Approved the minutes of a special meeting of the Irvine City Council held on April 10, 2018.
2) Approved the minutes of a regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency held on April 24, 2018.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 18-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.3 PROCLAMATIONS

This item was removed for separate discussion at the request of Mayor Wagner, who announced that May 19 marked the eighth annual “Kids to Parks Day”, and encouraged all residents to enjoy the outdoors through the City’s numerous parks and open space trails.

There was no City Council discussion.

ACTION: Moved by Mayor Wagner, seconded by Mayor Pro Tempore Shea, and unanimously carried by those members present (Councilmembers Fox and Schott absent), to:

Proclaim May 19, 2018 as National Park Trust's "Kids to Parks Day."

3.4 APPROVAL OF THE ASSIGNMENT, TRANSFER, AND EXECUTION OF REMARKETING AGREEMENTS FOR ASSESSMENT DISTRICT VARIABLE RATE BONDS

ACTION:

1) Adopted RESOLUTION NO. 18-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING AND APPROVING THE LETTER AGREEMENT TO ASSIGN AND TRANSFER CERTAIN REMARKETING AGREEMENTS TO BOFAML SECURITIES, INC. **(Contract No. 10143)**
2) Adopted RESOLUTION NO. 18-38 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TERMINATING CERTAIN REMARKETING AGREEMENTS AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN NEW REMARKETING AGREEMENTS **(Contract Nos. 10167, 10168, 10169, 10170, 10171)**

3.5 AGREEMENT WITH AEF SYSTEMS CONSULTING, INC. FOR THE PROJECT MANAGEMENT OF RECREATION SOFTWARE IMPLEMENTATION

This item was removed for separate discussion at the request of Mayor Pro Tempore Shea, who asked for clarification on the sole source contract request.

Laurie Hoffman, Director of Community Services, noted that AEF Systems Consulting (AEF) was selected through the Request for Proposals (RFP) process for new recreational software, and that staff was recommending AEF for software implementation based on time constraints, as well as its knowledge and expertise of the City's needs.

City Council discussion included: expressing concern about working outside of the standard procurement process; inquired about whether time constraints justified issuance of a sole source contract; questioned the signature authority limit for staff; requested updates to the City's purchasing policy to avoid these types of requests in the future; and suggested these types of projects be overseen by Information Technology Services.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Lalloway, and unanimously carried by those members present (Councilmembers Fox and Schott absent), to:

Authorize the City Manager to execute a sole source agreement between the City of Irvine and AEF Systems Consulting, Inc. in the additional amount not to exceed $120,000 for project management of recreation management software implementation. **(Contract No. 10172)**

3.6 NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN IRVINE BUSINESS COMPLEX AND PORTOLA SPRINGS

ACTION:
Received and filed.

3.7 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

1) Approved Councilmember Schott's request for Community Partnership Fund Grant nomination to American Gold Star Mothers in the amount of $3,500 in support of its June 24, 2018 event at the Northwood Gratitude and Honor Memorial. **(Contract No. 10173)**
2) Approved Mayor Wagner's request for Community Partnership Fund Grant nomination to the American Red Cross in the amount of $500 in support of the American Red Cross Orange County Heroes Luncheon. **(Contract No. 10174)**
3) Authorized the City Manager to prepare and sign the funding agreements listed in Actions 1 and 2.

4. COUNCIL BUSINESS

4.1 FISCAL YEAR 2018-19 LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT

This item was continued to the May 22, 2018 City Council meeting at the request of Acting City Manager Leung. See Additions and Deletions.

4.2 APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR CITY COUNCIL CHAMBER UPGRADES

Sharon Landers, Assistant City Manager, and Scott Smith, Deputy Director of Public Works, presented the staff report and responded to questions. Khaled Tawfik, Chief Information Officer; Tom Macduff, Senior Media Services Coordinator; Alex Salazar, Senior Project Manager; Molly McLaughlin, City Clerk; and Thomas Perez, Capital Improvement Project (CIP) Administrator, were also available for questions.

City Council discussion included: reiterating that the project would be funded using Public, Education and Government (PEG) funds as opposed to General Fund monies; questioned how the large television monitor would be secured to the masonry behind the Council dais; suggested relocation of the flags; inquired about the length of time that meetings would be held in the Conference and Training Center (CTC) during construction, as well as contingency plans for overflow due to space constraints; noted concerns with the video quality provided by Cox Communications and inquired about whether new audio/visual equipment would resolve the issue; inquired about the Strategic Technology Funds and whether such funds were general or special funds, or a mixture of both; questioned why a cost breakdown was not included with the staff report; inquired about construction and audio/visual categories listed in the engineer's estimate; requested clarification with respect to safety enhancements and related costs; discussed the City's procurement policies and bidding process; and inquired about location of certain broadcast cameras.

Manuel Gomez, Director of Public Works, clarified the City's standard practice as it pertains to the bidding process.

Sharon Landers, Assistant City Manager, noted that safety enhancements in the Council Chamber were part of the overall workplace safety improvement plan.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Mayor Wagner, to:

1) Approve a budget adjustment in the amount of $3,852,000 from the Public, Educational and Government Access (PEG) fund balance to construct City Council Chamber Audiovisual Broadcast Upgrades and Facility Improvements.
2) Approve the plans, specifications and contract documents for the City Council Chamber Audiovisual Broadcast Upgrades and Facility Improvements.
3) Approve the Engineer's Estimate, Construction Contingency and Project Funding Summary.
4) Authorize staff to solicit competitive bids and award construction contracts to the lowest responsive and responsible bidders, in accordance with the City's purchasing policies and procedures, within the approved project budget.

The motion carried as follows:

AYES:	2	COUNCILMEMBERS:	Shea and Wagner
NOES:	1	COUNCILMEMBERS:	Lalloway
ABSENT:	2	COUNCILMEMBERS:	Fox and Schott

PUBLIC COMMENT

Susan Sayre, Irvine resident, spoke about conflicts of interest as they pertained to the City Attorney; and in opposition to Measure D on the June 2018 ballot.

Andy Zelinko, Irvine resident, spoke about modification of the Northwood Memorial signage at Northwood Community Park.

James Troup, Irvine resident, requested clarification of Measure D.

Brigitte spoke about recent actions by the Orange County Board of Supervisors with respect to the issue of homelessness.

ADJOURNMENT – IN MEMORIAM

Moved by Mayor Pro Tempore Shea, seconded by Mayor Wagner, and unanimously carried by those members present (Councilmembers Fox and Schott absent), to adjourn the regular City Council meeting at 7:20 p.m. in memory of former Governor George Deukmejian.

_____
MAYOR OF THE CITY OF IRVINE

_____ May 22, 2018
CITY CLERK OF THE CITY OF IRVINE

2.2

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: PROCLAMATIONS

City Clerk

RECOMMENDED ACTION:

1. Proclaim May 2018 as Lupus LA's "Lupus Awareness Month."
2. Proclaim May 6-12, 2018 as Orange County Fire Authority's "Wildfire Awareness Week."
3. Proclaim May 28 - September 3, 2018 as Orange County Fire Authority's "Drowning Prevention Awareness Water Safety Summer."
4. Proclaim June 2018 as Men's Health Network's "Men's Health Month."
5. Proclaim July 1, 2018 as Honor Guards of America's "National Honor Guards Day."

CITY OF IRVINE

Proclamation

LUPUS AWARENESS MONTH
MAY 2018

WHEREAS, Lupus is an acute, chronic, complex, and often life-threatening autoimmune disease that is particularly difficult to diagnose because its symptoms are similar to other illnesses; and

WHEREAS, researchers estimate that five million people have been diagnosed with Lupus or related diseases throughout the world, with an estimated 1.5 million Americans living with some form of it, and approximately 100,000 more are diagnosed every year; and

WHEREAS, increased public awareness, education, and research are key to winning the battle against Lupus; and

WHEREAS, early diagnosis and proper treatment are critical to the improvement of the quality of life and survival rate of individuals diagnosed with Lupus; and

WHEREAS, local organizations are doing their part to increase support of Lupus Awareness, which include: Alderwood Elementary School placing Lupus Awareness Ribbons in its butterfly garden; and the Lupus LA Irvine Support Group holding its annual patient conference at the University of California, Irvine on June 9th.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM MAY 2018** as **LUPUS AWARENESS MONTH** in the City of Irvine.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
MAY 22, 2018

CITY OF IRVINE

Proclamation

WILDFIRE AWARENESS WEEK
MAY 6-12, 2018

WHEREAS, last year, California experienced five of the most destructive wildfires and four of the deadliest wildfires in the state's history, with more than one million acres burned, thousands of structures destroyed, and many lives lost; and

WHEREAS, California's climate has recently become more susceptible to wildfires, with well over half of the State's top 20 largest wildfires occurring since 2002; and

WHEREAS, many native species depend on fire for survival, which often conflicts with human land use, requiring us to strive for a balance between California's fire ecology and the need to protect human life and property; and

WHEREAS, we must also recognize that a robust wildfire response by firefighters cannot protect us, therefore every citizen must play a key role in preventing destructive wildfires from occurring.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM MAY 6-12, 2018** as **WILDFIRE AWARENESS WEEK** in the City of Irvine, and encourages all citizens to do their part in raising public awareness of the fire season that is already upon us, and take steps to prevent sparking a wildfire.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
MAY 22, 2018

CITY OF IRVINE 1971

Original Artwork © Copyright by Thomas A. Bryan. Used with permission.

CITY OF IRVINE

Proclamation

DROWNING PREVENTION AWARENESS WATER SAFETY SUMMER MAY 28–SEPTEMBER 3, 2018

WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age, and in 2017 there were 44 fatal drownings and 56 non-fatal incidents involving children in Orange County; and

WHEREAS, drowning is also a major concern for adults ages 35 to 64; and last year in Orange County, there were 16 fatal drownings and 12 non-fatal incidents in this age group; and

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

WHEREAS, the Orange County Fire Authority will be launching this year's water safety campaign: "Always Watch Your Child Around Water" and "Never Swim Alone;" and

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

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM MAY 28, 2018 through SEPTEMBER 3, 2018** as **DROWNING PREVENTION AWARENESS WATER SAFETY SUMMER** in Irvine and encourages all residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
MAY 22, 2018

CITY OF IRVINE

Proclamation

MEN'S HEALTH MONTH
JUNE 2018

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women; and

WHEREAS, Men's Health Month offers an important opportunity to focus on a broad range of health issues affecting men, including heart disease and diabetes, as well as prostate, testicular, and colon cancer; and

WHEREAS, Men's Health Network worked with Congress to develop National Men's Health Month as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

WHEREAS, men who are educated about the value of preventive health are more likely to have regular health screening checkups and age-appropriate screenings that can improve men's health and reduce premature death and disabilities; and

WHEREAS, Men's Health Month leads up to and includes Father's Day, and as such, encourages fathers to maintain a healthy lifestyle as role models for their children.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM** the month of **JUNE 2018** as **MEN'S HEALTH MONTH** and encourages citizens to participate in a healthy lifestyle, regular exercise, and medical check-ups.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
MAY 22, 2018

CITY OF IRVINE

Proclamation

NATIONAL HONOR GUARDS DAY
JULY 1, 2018

WHEREAS, Honor Guards of America, consisting of former and retired members of the ceremonial units of the United States Military, military police, law enforcement, firefighters, emergency medical service responders, homeland security, and other agency personnel, their families and communities, face an increasingly difficult role as they protect and serve the nation and public; and

WHEREAS, each year, numerous men and women in uniform protecting our country and serving as first responders lost their lives in the line of duty, giving the ultimate sacrifice to our nation; and

WHEREAS, the men and women who wear these uniforms understand the dangers of their job, but they heed the call to serve and willingly face those risks every day in order to create a safe nation and safe communities for all Americans; and

WHEREAS, Honor Guards Day recognizes and honors the sacrifices made by those who wear the uniform, plan the services for our fallen, march and present the colors with honor, stand watch over our fallen in all weather, and comfort those in duress; and

WHEREAS, the City of Irvine appreciates the sacrifices of Honor Guards and their families, and supports their efforts to keep our community a safe place to work, live, and play.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM July 1, 2018** as **NATIONAL HONOR GUARDS DAY,** and joins in honoring the women and men whose diligence and professionalism contribute to the safety of police officers and the community.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
MAY 22, 2018

CITY OF IRVINE 1971

Original Artwork © Copyright by Thomas A. Brown. Used with permission.

2.3

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of May 2, 2018 through May 15, 2018 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of May 2018.

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 22nd day of May 2018.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

ATTACHMENT

5/2/2018 through 5/8/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	597,894.38
004	PAYROLL CLEARING FUND	947,122.27
005	DEVELOPMENT SERVICES FUND	38,108.00
009	REVENUE CLEARING FUND	14,635.00
024	BUILDING & SAFETY FUND	128,168.74
027	DEVELOPMENT ENGINEERING FUND	9,919.10
111	GAS TAX FUND	93,110.46
119	LIGHTING, LANDSCAPE & PARK MNT	176,560.12
125	COMM DEVELOP BLOCK GRANT FUND	5,599.00
126	SENIOR SERVICES FUND	2,462.18
128	OFFICE ON AGING PROGRAMS FUND	2,514.65
155	COMMUNITY SERVICES PROGRAMS	725.00
180	ORANGE COUNTY GREAT PARK	115,903.78
250	CAPITAL IMPROV PROJ FUND - CIR	14,442.82
260	CAPITAL IMPROV PROJ-NON CIRC	147,334.05
270	NORTH IRVINE TRANSP MITIGATION	125,927.47
271	IRVINE BUSINESS COMPLEX	5,050.00
501	INVENTORY	1,754.95
570	INSURANCE FUND	63,802.54
574	FLEET SERVICES FUND	58,386.94
578	MAIL & PRINT INTERNAL SERVICES	1,260.00
579	STRATEGIC TECHNOLOGY PLAN FUND	105,689.45
580	CIVIC CTR MAINT & OPERATIONS	11,514.97
714	REASSESSMENT 12-1 FIXED RATE	5,676.19
715	AD 13-25 FIXED RATE	493.42
716	RAD 13-1 FIXED RATE	1,945.16
717	RAD 04-20 PORTOLA SPR VAR RT A	85.49
718	RAD 05-21 ORCHARD HLS VAR RT	103.62
719	REASSESSMENT 85-7A VARIABLE RT	59.45
721	AD00-18 SHADY CNYN&TURTL ROCK	39.35
723	AD03-19 WOODBURY SER B VAR RT	32.05
724	AD 07-22 STONEGATE VAR RT A	29.47
726	AD10-23 SERIES B FR LAGUNA ALT	161.18
730	11-24 FIXED RT CYPRESS VILLAGE	833.82
731	AD07-22 GROUP 4 FIXED RATE	544.63
732	RAD 04-20 GROUP 3 FIXED RATE	188.67
735	AD03-19 WOODBURY SER A VAR RT	32.05
760	AD87-8 ICD/BAKE PKWY DEBT SVC	34.02
767	AD94-15 WESTPARK II SERIES A	34.02
770	REASSESSMENT DIST 05-21 G2 FR	1,484.00
771	AD97-16 NORTHWEST IRVINE VARI	36.94
772	RAD 15-1 FIXED RATE	3,103.58
773	RAD 15-2 FIXED RATE	1,213.92
774	AD94-13 VARIABLE RT-OAKCREEK	32.99
775	AD97-17 LOWER PETERS CYN EAST	38.92
776	AD93-14 SPECT 6N/SPECT 7	53.61
777	RAD 05-21 G1 FIXED RATE	917.68

5/2/2018 through 5/8/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
778	RAD 04-20 G4 FIXED RATE	311.19
779	RAD 04-20 G5 FIXED RATE	204.42
	GRAND TOTAL	**2,685,575.71**

5/9/2018 through 5/15/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	920,144.92
004	PAYROLL CLEARING FUND	49,810.55
005	DEVELOPMENT SERVICES FUND	104,755.25
009	REVENUE CLEARING FUND	3,100.00
024	BUILDING & SAFETY FUND	124,488.96
027	DEVELOPMENT ENGINEERING FUND	17,047.75
111	GAS TAX FUND	26,219.42
119	LIGHTING, LANDSCAPE & PARK MNT	420,981.86
125	COMM DEVELOP BLOCK GRANT FUND	19,870.36
126	SENIOR SERVICES FUND	376.00
128	OFFICE ON AGING PROGRAMS FUND	2,069.08
139	SUPPL LAW ENFORCEMENT SERVICES	28,205.02
145	STRUCTURAL FIRE FUND	3,482.28
149	SPECIAL PROGRAM GRANTS	9,439.13
180	ORANGE COUNTY GREAT PARK	220,182.00
204	CFD 2013-3 GREAT PARK	19,186.00
250	CAPITAL IMPROV PROJ FUND - CIR	330,812.91
260	CAPITAL IMPROV PROJ-NON CIRC	120,081.15
270	NORTH IRVINE TRANSP MITIGATION	11,368.50
286	GREAT PARK DEVELOPMENT FUND	26,558.82
501	INVENTORY	9,141.68
570	INSURANCE FUND	124,606.59
574	FLEET SERVICES FUND	6,746.37
578	MAIL & PRINT INTERNAL SERVICES	29.86
579	STRATEGIC TECHNOLOGY PLAN FUND	1,845.50
580	CIVIC CTR MAINT & OPERATIONS	35,816.74
	GRAND TOTAL	**2,636,366.70**

2.4

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: TREASURER'S REPORT FOR THE QUARTER ENDED MARCH 31, 2018

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Receive and file the Treasurer's Report for the quarter ended March 31, 2018.

EXECUTIVE SUMMARY

This report provides a synopsis of investment activity for the City's three investment portfolios for the quarter ended March 31, 2018. The portfolios, managed by United American Capital Corporation (UACC) under the direction of the Treasurer, include the Irvine Pooled Investment Portfolio, Bond Proceeds Fund Portfolio, and the Special District Funds Portfolio. The total market value for all three portfolios was $932.95 million as of March 31, 2018.

This report provides information on assets, allocations, average maturities, yields, and valuations for each of the three portfolios. A discussion of market conditions is included to give additional perspective to these measurements.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its adjourned regular meeting of May 14, 2018, the Finance Commission unanimously voted to recommend the City Council receive and file the Treasurer's Report. The Investment Advisory Committee was scheduled to review the Treasurer's Report at its regular meeting of May 9, 2018; however, the meeting was canceled due to lack of a quorum.

ANALYSIS

The Treasurer's office is responsible for the investment of the City's three fixed income portfolios in conformance with the Investment Policy adopted annually by the City Council. In accordance with the Investment Policy, management of the Irvine Pooled Investment Portfolio, Bond Proceeds Fund Portfolio and the Special District Funds Portfolio are delegated to a contract management firm, UACC, with full authority to execute investment transactions on behalf of the City. The Investment Policy is updated annually in accordance with the California State Government Code. Treasurer's reports are provided

at quarter end and fiscal year end to the Investment Advisory Committee, Finance Commission, and City Council. The report includes investment activity and performance for each of the City's portfolios. The primary objectives of investing public funds, in order of importance, are safety of principle, liquidity of funds, and return on investment. All securities owned by the City are held in safekeeping by a third party custodial bank acting as the agent for the City instead of being held by a securities dealer or investment management firm. Any trade executed with a broker/dealer is required to settle with the City's safekeeping agent on a delivery versus payment basis, where the delivery of a security to the appropriate party is made only after the funds have been sent in full as payment for the security.

Irvine Pooled Investment Portfolio

The Irvine Pooled Investment Portfolio contains funds invested for the daily operational requirements of the City and funds reserved for economic uncertainties, future rehabilitation and maintenance needs. The portfolio is a combination of various operational funds, including the City's Asset Management Plan and funds earmarked for the development of the Orange County Great Park. A summary of the Irvine Pooled Investment Portfolio by Fund is presented at the end of this report (Attachment 1).

As of March 31, 2018, the book value (purchase price of securities as recorded on the City's books) of the portfolio was $661.61 million and the average weighted yield to maturity was 1.45 percent. Fiscal year-to-date investment revenue (interest payments and capital gains) generated by the portfolio as of March 31, 2018 was $5.90 million. The following chart compares the portfolio's statistics over a rolling 12-month period.

Irvine Pooled Investment Portfolio
Rolling 12-Month Quarterly Comparison

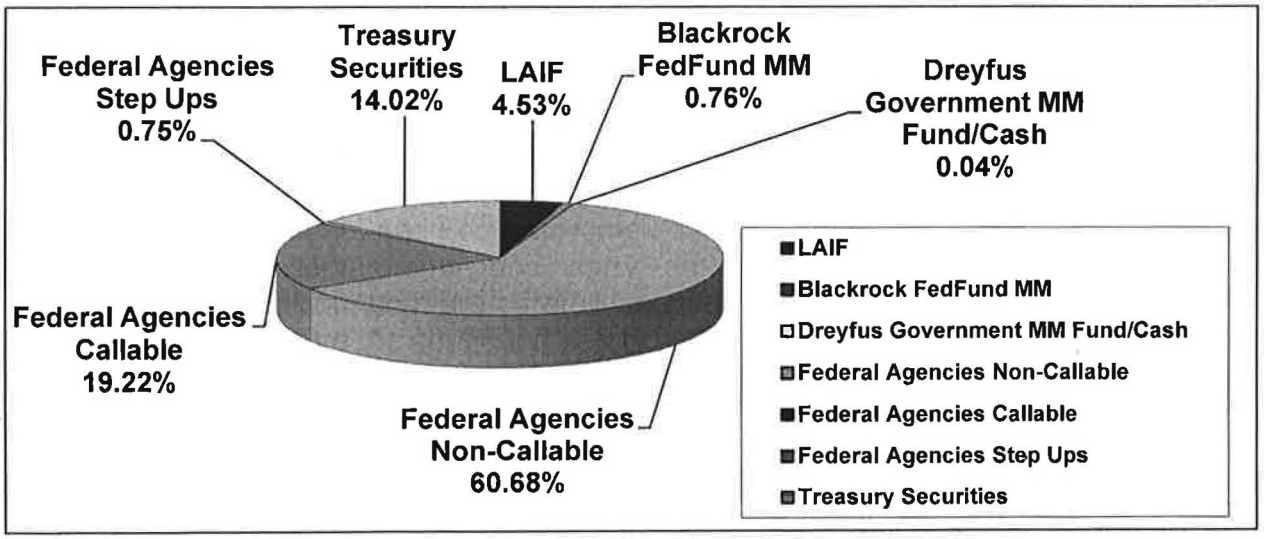
	March 31, 2018	December 31, 2017	September 30, 2017	June 30, 2017
Book Value	$661,611,807	$634,945,838	$633,592,161	$637,207,311
Market Value	$653,215,825	$629,344,603	$631,069,975	$634,768,340
Unrealized Gain/(Loss)	($8,395,982)	($5,601,235)	($2,522,186)	($2,438,971)
Unrealized Gain/(Loss) as % of Book Value	(1.27%)	(0.88%)	(0.40%)	(0.38%)
Average Yield To Maturity	1.45%	1.36%	1.30%	1.24%
Liquidity 0–6 Months	17.40%	12.97%	13.41%	14.32%
Average Years To Maturity	1.90	1.97	2.01	1.91
Modified Duration (Years)	1.83	1.91	1.95	1.85
Fiscal Year to Date Income	$5,897,774	$3,872,132	$1,819,383	$5,819,215

The Irvine Pooled Investment Portfolio's book value increased by $26.67 million from the previous quarter due to the receipts of property taxes, Marine Way improvement funding and the Recognized Obligation Payment Schedule (ROPS) payment. Portfolio yield to maturity increased for the quarter ended March 31, 2018 by 9 basis points to 1.45 percent. This was directly attributed to the increasing rate environment as maturing investments were reinvested into longer dated higher rate securities. With market rates increasing, the portfolio ended the quarter with an unrealized loss of $8.40 million as compared to an unrealized loss of $5.60 million on December 31, 2017. This is a normal result of the portfolio's modified duration of 1.83 years, and its price-sensitivity to changes in market interest rates.

To ensure the safety of the portfolio, investments that hold the highest credit quality are selected. The Irvine Pooled Investment Portfolio is comprised primarily of Federal Government sponsored entity debt, otherwise known as federal agency securities. Although federal agency securities were downgraded by Standard & Poor's to AA+ in August 2011, they continue to be regarded as among the safest securities in the global market. Two of the government sponsored agencies, Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac), remain under conservatorship and carry an implicit guarantee by the Federal Government. In addition, both are carefully monitored by the City's investment manager and Treasurer to ensure the continued safety of the City's funds.

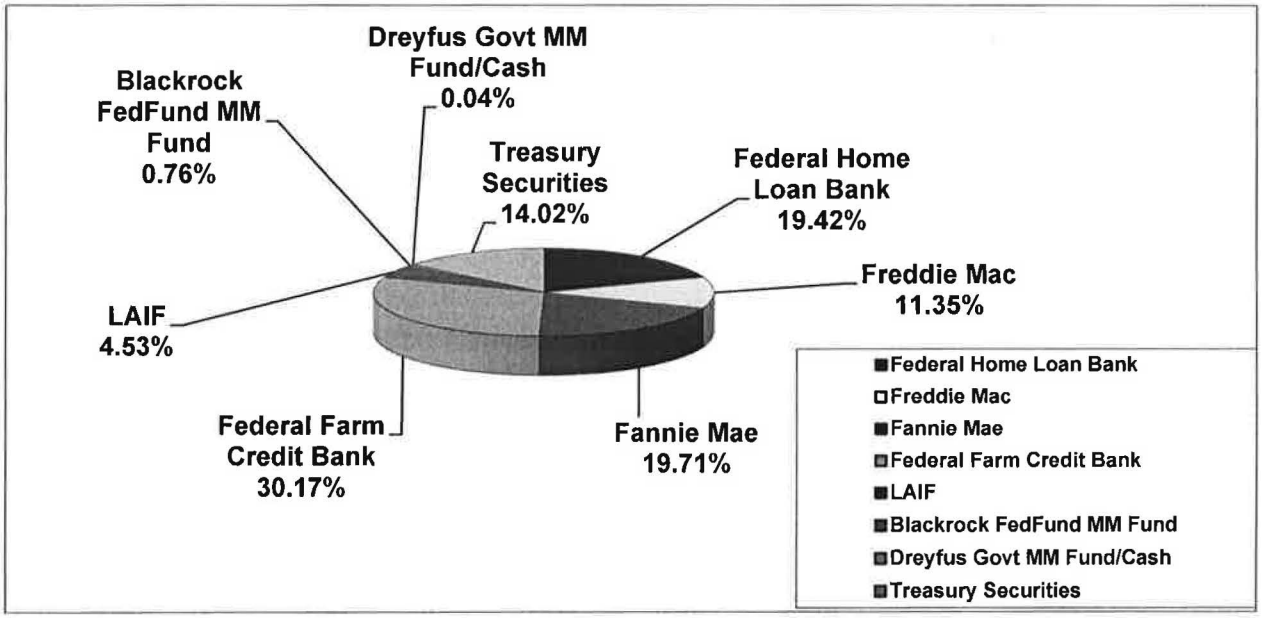
To manage liquidity, the Irvine Pooled Investment Portfolio is invested in Local Agency Investment Funds (LAIF), Dreyfus Government money market fund, and the Blackrock FedFund money market fund. Chart 1 shows the asset allocation of the portfolio.

Irvine Pooled Investment Portfolio
Chart 1 - Asset Allocation
as of March 31, 2018



To diversify, the City purchases United States Treasury notes and securities from several different federal agencies. The four Federal Government sponsored entities the City owns are: Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Home Loan Bank (Home Loan), and Federal Farm Credit Bank (Farm Credit). Chart 2 identifies portfolio holdings by issuer name.

Irvine Pooled Investment Portfolio
Chart 2 - Holdings by Issuer Name
as of March 31, 2018



Another key component in portfolio management is to ensure that the City has enough funds on hand to meet current expenses. As of March 31, 2018, the overnight to 6-month liquidity level for the Irvine Pooled Investment Portfolio was at 17.40 percent versus 12.97 percent last quarter. Chart 3, on the following page, is an aging of investment maturities up to 5 years (the maximum maturity allowable by policy and state code) of the Irvine Pooled Investment Portfolio.

Irvine Pooled Investment Portfolio
Chart 3 - Aging of Maturing Investments (Maturity Value)
as of March 31, 2018

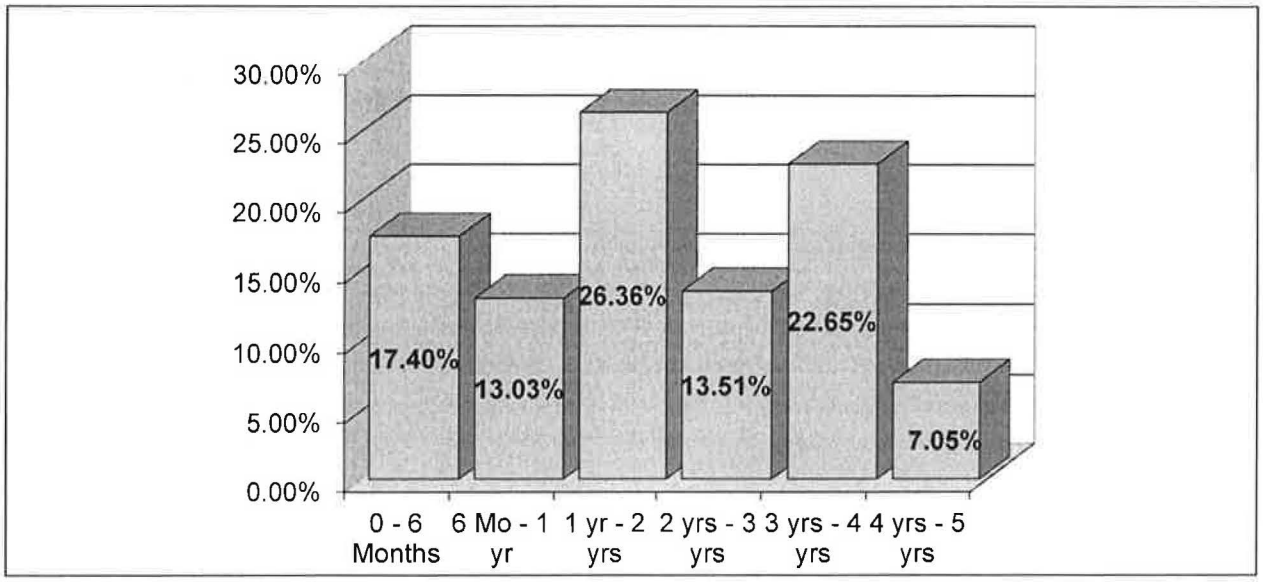
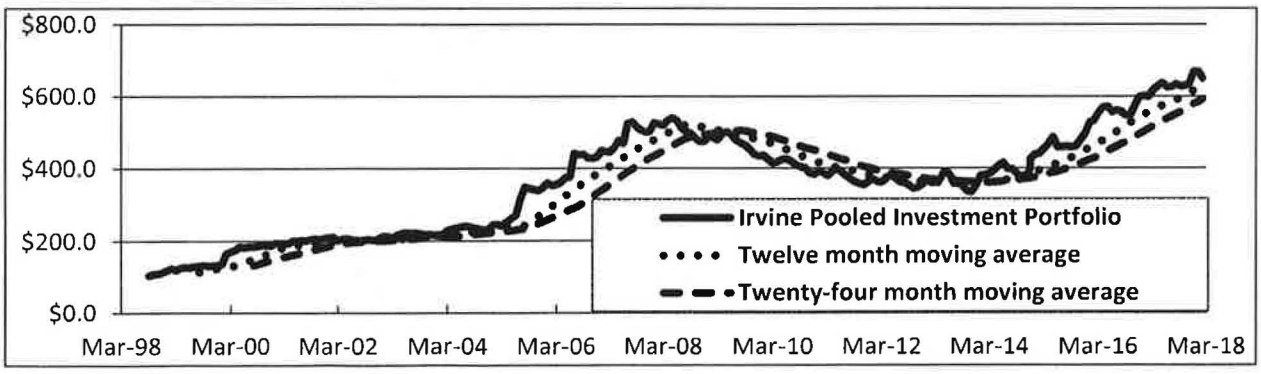
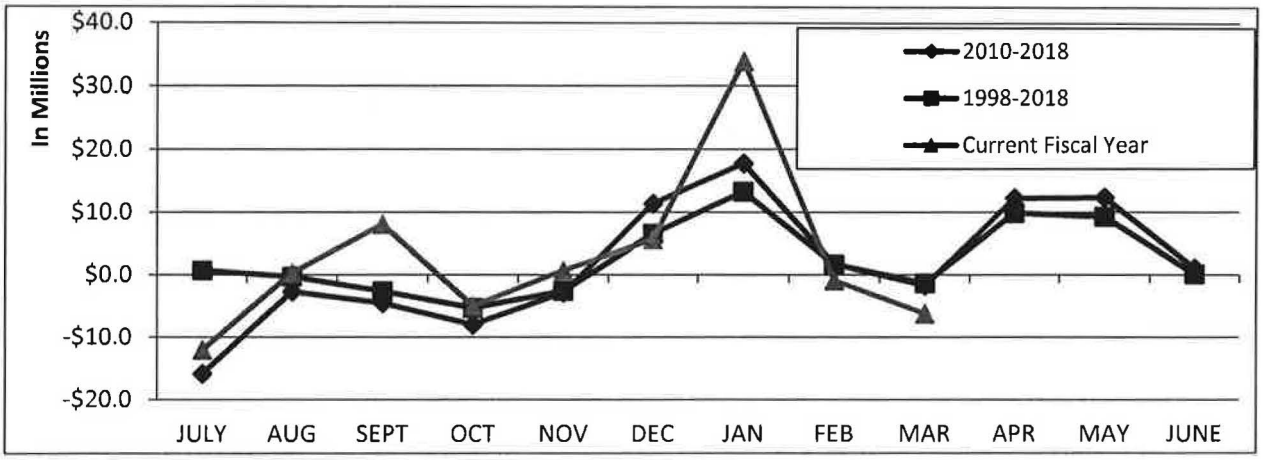


Chart 4 and Chart 5 show the volatility and cyclicality of the Irvine Pooled Investment Portfolio fund balance and cash flows between 1998 and 2018. As noted in chart 5, the balance change in September 2017 reflects one-time receipts from development fees and the sale of the Fire Station 20 parcel. The above average increase in January 2018 reflects the one-time payment of Marine Way development funding for street improvements and higher receipts in property tax. Recent tax law changes prompted some property owners to pay both 2017-18 property tax installments in calendar year 2017.

Irvine Pooled Investment Portfolio
Chart 4 - Portfolio Balance
March 31, 1998 through March 31, 2018

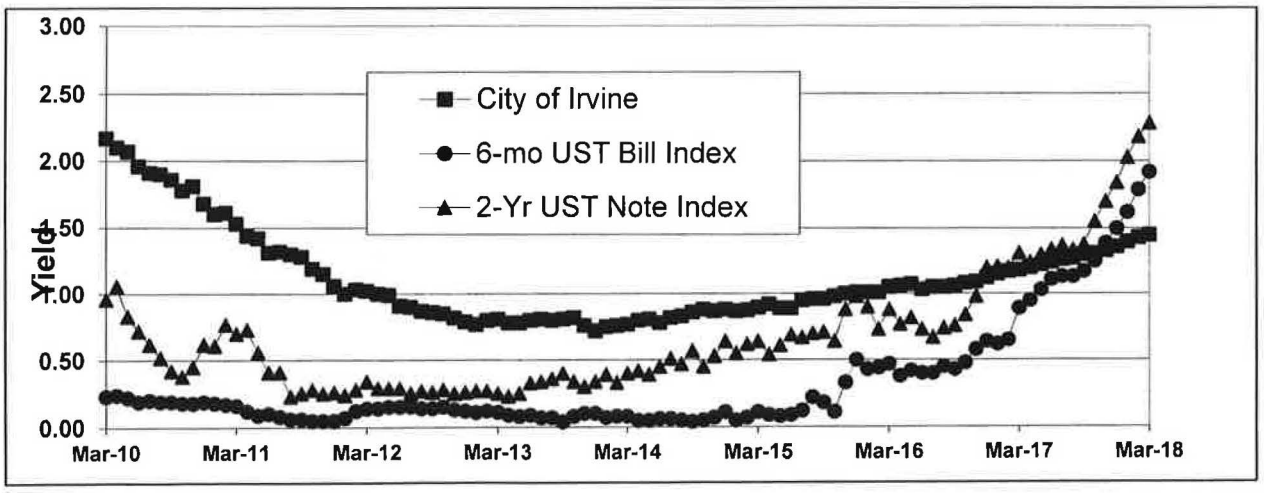


Irvine Pooled Investment Portfolio
Chart 5 – Balance Change Month by Month (Average)



To gauge performance, the City compares the Irvine Pooled Investment Portfolio's yield to maturity against two reference notes set in the City's Annual Investment Policy: the 6-month United States Treasury (UST) Bill Index and 2-year UST Note Index. The reference notes are used as a measure of the portfolio against market movement. Chart 6 compares the average yield to maturity of the portfolio to these reference notes, and shows the spread (difference between the index and the yield to maturity) for the past eight years. With the recent Federal Reserve rate hikes, the portfolio's book yield is less than the 6-month UST by 0.47 percent and the 2-year UST by 0.83 percent. The average yield on the 2-year treasury for the last 24 months is 1.28 percent, versus 1.45 percent for the Irvine Pooled Investment Portfolio.

Irvine Pooled Investment Portfolio
Chart 6 - Yield to Maturity Compared to Assigned Indices
March 31, 2010 through March 31, 2018



Bond Proceeds Fund Portfolio

The Bond Proceeds Fund Portfolio contains special district construction and administration funds that are not held by a trustee. These include older bond issues, and funds on hand to finance the City's special district administration. Investment strategy in the Bond Proceeds Fund Portfolio differs from the Irvine Pooled Investment Portfolio due to the different cash needs between the two. The Bond Proceeds Fund Portfolio requires greater liquidity to meet debt related payments. The account balance in the Bond Proceeds Fund Portfolio fluctuates from quarter to quarter due to the timing of property assessment collections from the County of Orange and subsequent distributions. Several times a year, the portfolio receives special assessments and tax levies collected by the County. The special assessments and tax levies contain three major components:

(1) The collections from the various Assessment Districts (AD), Reassessment Districts (RAD) and Community Facilities Districts (CFD). Upon receipt, the City transfers these funds to the Districts' bond trustees.
(2) The collections for the guaranteed maintenance amount of the Great Park CFD. Upon receipt, the City transfers this amount to the Orange County Great Park Fund.
(3) The collections for the Districts' construction and administration funds held and managed by the City. This portion remains in the Bond Proceeds Fund Portfolio.

Fiscal year-to-date investment revenue (interest payments and capital gains) generated by the Bond Proceeds Fund Portfolio as of March 31, 2018 was $43,787.

Bond Proceeds Fund Portfolio
Rolling 12-Month Quarterly Comparison

	March 31, 2018	December 31, 2017	September 30, 2017	June 30, 2017
Book Value	$6,056,000	$5,381,000	$4,294,000	$4,605,000
Market Value	$6,044,454	$5,375,845	$4,289,887	$4,600,122
Unrealized Gain/(Loss)	($11,546)	($5,155)	($4,113)	($4,878)
Unrealized Gain/(Loss) as % of Book Value	(0.19%)	(0.10%)	(0.10%)	(0.11%)
Average Yield To Maturity	1.52%	1.24%	1.11%	0.98%
Liquidity 0–6 Months	100.00%	100.00%	100.00%	100.00%
Average Days To Maturity	1	1	1	1
Modified Duration in Days	1	1	1	1
Fiscal Year to Date Income	$43,787	$28,053	$16,078	$28,832

Special District Funds Portfolio

The Special District Funds Portfolio contains project and reserve funds for 28 AD and RAD bond issues and four CFD bond issues. Investments in this portfolio are made in accordance with each bond's indenture and the strategy is based on the cash flow needs of each district. The Special District Funds Portfolio must also remain very liquid to provide project funds, when needed, as well as meet debt service payment requirements. Fiscal year-to-date investment revenue (interest payments and capital gains) generated by the Special District Funds Portfolio as of March 31, 2018 was $1,969,221. The Special District Funds Portfolio unrealized market value loss decreased from $402,661 to $24,335 between June 30, 2017 and September 30, 2017. This was due to the maturity of two securities and their associated unamortized premium which in turn reduced the quarter to date earnings.

Special District Funds Portfolio
Rolling 12-Month Quarterly Comparison

	March 31, 2018	December 31, 2017	September 30, 2017	June 30, 2017
Book Value	$265,277,405	$294,084,302	$279,378,670	$343,067,156
Market Value	$265,185,789	$294,001,956	$279,354,335	$342,664,495
Unrealized Gain/(Loss)	($91,616)	($82,346)	($24,335)	($402,661)
Unrealized Gain/(Loss) as % of Book Value	(0.03%)	(0.03%)	(0.01%)	(0.12%)
Average Yield To Maturity	1.74%	1.41%	1.06%	0.85%
Average Days To Maturity	70	73	60	55
Fiscal Year to Date Income	$1,969,221	$863,441	$37,750	$2,239,450

Market Conditions

During the third quarter of FY 2017-18, interest rates increased moderately across the yield curve. As expected, the Federal Reserve increased the federal funds rate by 25 basis points to 1.50 percent at the March 21, 2018 Federal Open Market Committee (FOMC) meeting for the third time in the past 12 months. During the past quarter, the 6-month Treasury bill increased 35.80 basis points to 1.92 percent. Two-year Treasury notes increased 34.47 basis points to 2.28 percent, and the five-year Treasury note increased 31.40 basis points to 2.56 percent. The Local Agency Investment Fund (LAIF) daily rate increased to 1.58 percent from 1.28 percent. The net effect to the Pooled Investment Portfolio was an increase in the unrealized market value loss, which was in direct proportion to the stated duration of the portfolio. As bonds mature, proceeds are reinvested into higher yielding Aaa/AA+ government bonds that increase the average rate of return and cash flows.

Financial markets continued to focus on economic releases, including labor and wage data, and Federal Reserve Fund policy. The unemployment rate remained at 4.10 percent as of March 31, 2018. The under-employment rate improved to 8.00 percent for March 31, 2018 from 8.1 percent last quarter. Labor force participation increased slightly to 62.9 percent from 62.7 percent but remains at levels not seen since 1978. The yearly percentage change of the average hourly earnings has steadily risen since the financial crisis ended, and remains at the high end of the relatively narrow range of 1.50 percent to 2.90 percent. The Federal Reserve remains focused on maximum employment, stable prices, and moderate long term interest rates. Federal Funds rate probabilities for a 25 basis point rate increase at the June 13, 2018 FOMC meeting is 79.40 percent as of March 31, 2018. Recent comments by Federal Reserve chair Jerome Powell regarding labor and inflation, "The labor market has been strong, and my colleagues and I expect it to remain strong, in fact, monthly inflation readings have been firmer over the past several months, and the 12 month change should move up notably." as well as the Federal Reserve's continued focus with regard to the historical inverse relationship between rates of unemployment and corresponding rates of inflation may suggest further rate tightening above the FOMC's current projected three 25 basis point rate hikes in calendar year 2018. The number one complaint regarding labor, as measured by the National Federation of Independent Business' small business quality index, is that hiring managers are having difficulty finding qualified employees.

The economy advanced at a moderate pace during the quarter, slightly less than the 2.90 percent pace in the prior quarter. Business spending remains healthy at 6.80 percent, having reacted to their tax cuts faster than consumers. The Atlanta Federal Reserve GDPNow forecast is currently 2.31 percent but looks poised to move higher during the year. Inflation remains below the Federal Reserve's 2.00 percent target with the Personal Consumption Expenditure Core Price index at 1.59 percent as of February 28, 2018.

In conclusion, the moderately expanding economy coupled with benign but slowly accelerating inflation data will keep the Federal Reserve policy of interest rate normalization on a cautious path. The Federal Reserve began quantitative tightening during the final months of the calendar year and will gradually accelerate the drawdown of its balance sheet from $10 billion per month to $50 billion per month. Fiscal policy with regard to federal government spending and taxation, trade issues, as well as the transition towards global central bank monetary tightening would suggest increased asset market volatility in the next quarter.

ALTERNATIVES CONSIDERED

None. The Treasurer's Report is intended to provide historical information about the City's investment portfolios. Pursuant to the City's Investment Policy, the Treasurer is required to submit quarterly Treasurer's reports to the City Council.

FINANCIAL IMPACT

Fiscal year-to-date investment income for the Irvine Pooled Investment Portfolio, Bond Proceeds Funds Portfolio, and Special Districts Funds Portfolio totaled $7.91 million with investments structured for security and liquidity.

REPORT PREPARED BY Don Collins, City Treasurer

Attachment 1: Summary of Irvine Pooled Investment Portfolio by Fund

City of Irvine

Summary of Pooled Investment Portfolio Book Value by Fund

As of March 31, 2018

General Reserve Funds	**$**	**118,343,818**
Capital Projects Funds:		
Capital Improvement Projects		**33,711,155**
Irvine Business Complex		**89,005,109**
North Irvine Transportation Mitigation		**78,570,463**
Orange County Great Park Development		**5,695,852**
Park Development		**18,109,404**
Total		**225,091,983**
Special Revenue Funds:		
Air Quality Improvement		**447,020**
County Sales Tax Measure M		**537,595**
Fees and Exactions		**16,383,033**
Gas Tax		**11,805,614**
Grants		**3,610,665**
I Shuttle		**841,108**
Local Park Fees		**115,103,890**
Maintenance District		**1,334,299**
Major Special Events		**91,442**
Orange County Great Park		**100,252,919**
Road Maintenance and Rehab Account		**348,990**
Slurry Seal Fees		**1,655,248**
System Development		**25,047,829**
Total		**277,459,652**
Internal Service Funds:		
Equipment & Services		**17,852,078**
Inventory		**83,459**
Self-Insurance		**17,958,816**
Total		**35,894,353**
Permanent Fund:		
Senior Services		**337,058**
Senior Services Endowments		**495,406**
Total		**832,464**
Fiduciary Fund:		
Successor Agency		**3,989,537**
Total		**3,989,537**
Total Pooled Investments at March 31, 2018	**$**	**661,611,807**

Note: Funds are as presented in the City's Comprehensive Annual Financial Report (CAFR)

ATTACHMENT 1

2.5

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: APPROVAL OF THE 2018 ANNUAL UPDATE TO THE CONSULTANT TEAM PROGRAM

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Approve the City's 2018 annual update to the Consultant Team for professional consultant services for a one-year period from July 1, 2018 through June 30, 2019, as set forth in the Consultant Team Recommendations List; and authorize department directors to execute master contracts with the recommended Consultant Team firms.

EXECUTIVE SUMMARY

The Consultant Team program has been in place at the City since 1980. The program is comprised of professional services categories including architects, engineers, financial professionals, human resources professionals, planning professionals, project managers and other professional services. The program streamlines the procurement of these services by pre-qualifying a team of professionals in each area of expertise. The full Consultant Team Request for Proposals (RFP) solicitation is conducted every three years, with a contract term of three years, and an annual update is performed after year one and two of the full three-year term. This 2018 annual update, following year two of the three-year term, will result in contracts awarded for a one-year period, commencing July 1, 2018.

The Consultant Team program encompasses only professional services. Public works construction contracts are awarded, as required by law, to the lowest responsive and responsible bidder after an Invitation for Bids is conducted. Professional services, however, require selection based upon demonstrated competence and professional qualifications as the most important selection criteria; the law prohibits the consideration of price in the selection of some categories of professional services, such as architects and engineers, except for a determination of fair and reasonable pricing. The hourly rates submitted by each Consultant Team member are compared to competing firms' rates prior to recommendation to ensure they meet this threshold. For projects over $50,000, the City requires proposals from a minimum of three Consultant Team members to determine the best-qualified firm for the proposed work effort and to verify that the resultant pricing, based on the pre-established hourly rate structure (or lower), is fair and reasonable.

The RFP solicitation process for the 2018 annual update to the Consultant Team Program has been completed, yielding 45 responsive proposals from 31 firms. City staff thoroughly reviewed and evaluated the proposals and have selected 36 proposals from 28 firms for this annual update. Staff recommends that the City Council approve the 28 firms included in the Consultant Team Recommendations List as additions to the City's Consultant Team for a one-year period, from July 1, 2018 through June 30, 2019, to coincide with the expiration dates of the existing Consultant Team master contracts.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

In 1980, the City implemented the Consultant Team program with the goal of streamlining the procurement of professional services. Under this concept, an RFP process is conducted every three years to identify qualified professional service providers. The pre-qualification of these experts reduces project delivery time by identifying the best-qualified firms and completing contract negotiation and formation in advance. Without the program, project managers would be required to solicit and obtain proposals; evaluate experience and qualifications; and negotiate and execute contract documents before beginning work on each project. These activities generally take about eight weeks. In addition to providing reduced project delivery time, the Consultant Team program adds value because providers become familiar with the City's standards and performance expectations and therefore are likely to produce a more reliable work product.

In 2011, the City Council directed staff to add an annual update solicitation to the Consultant Team program in support of the City's business friendly initiatives, with the first annual update process commencing in 2012. The update process was implemented to allow firms who did not have the opportunity to participate in the full triennial process to be added to the team without having to wait up to three years, such as new firms and those who had recently relocated to the area. While the most recent full RFP process conducted in 2016 yielded 241 contracts, the updates have yielded an average of 49 new contracts.

The RFP for the 2018 annual update to the Consultant Team Program was issued on February 13, 2018 with a closing date of March 13, 2018. The RFP was posted on the City's website and an automated email notice was sent to 6,145 firms. A public notice was also published in the Orange County Register, in compliance with federal and state requirements. A total of 334 firms downloaded the RFP document from the City's website, resulting in 45 responsive proposals from 31 firms for the various specialty areas.

The selection process was conducted by a Citywide project team comprised of technical staff from most City departments. The project team developed the RFP and evaluation

criteria. Each contract services specialty area was assigned a technical team leader who was responsible for developing a detailed scope of work, as well as managing the proposal evaluation process and making final recommendations for their respective specialty area(s). Multiple staff members independently rated proposals and scores were averaged to determine the highest rated firms to be added to the Consultant Team list. After the ratings were completed and qualified firms identified, hourly pricing was reviewed to ensure it was fair and reasonable. Specific project pricing is provided on a per-project basis throughout the contract term and the rates may be negotiated lower than those included in the Consultant Team master contract.

The following major categories were included in the Consultant Team program for 2018, as detailed in the Consultant Team Scope of Work (Attachment 1):

- Assessment District Engineering Services
- Community Development Services
- Design Engineering, Architecture and Technical Services
- Design Plan Check
- Environmental Services
- Facilities Management and Engineering
- Financial Services
- Human Resources Services
- Infrastructure Management and Services
- Project Management, Construction Management and/or Inspection Services
- Right-of-Way Services
- Transportation Services

The following selection criteria were used to qualify the firms:

Project Manager and/or firm experience most closely related to the City's requirements	25%
Qualifications and resumes of proposed staff members	25%
Similarity of the firm's referenced projects that were completed within the last five years to that of City projects	20%
Knowledge of City, County, State, and Federal codes and procedures	20%
Responsiveness to the Request for Proposals	10%

Firms are recommended for the Consultant Team based upon their demonstrated competence and professional qualifications, and after their hourly pricing is reviewed to ensure it is fair and reasonable. Of the 45 responsive proposals submitted by 31 firms for this RFP process, 36 proposals from 28 firms have been selected by staff for this annual update. Eleven of these firms are located in Irvine. Reasons why firms were not selected include lack of pertinent or sufficient experience and qualifications and submission of an incomplete proposal. The Consultant Team Recommendations List (Attachment 2) is

presented herein for City Council consideration and approval. If approved, Purchasing staff will prepare the master contracts for a one-year period commencing July 1, 2018 and ending June 30, 2019 (reference Attachment 3). The City Attorney has reviewed the contract and has confirmed that it is appropriate for use for the Consultant Team. With master contracts in place, City staff may use the approved firms for a particular project by obtaining a detailed project-specific proposal from the firm(s) whose experience and qualifications most closely align with the project requirements.

When a need for professional services arises, City staff review the original general scope of work proposal information submitted during the Consultant Team RFP process to identify firms best suited for the particular project. For projects with a professional services value exceeding $50,000, a minimum of three proposals are required. For projects of any value, after receiving the project-specific proposals, staff performs a rating process taking into consideration such criteria as experience, qualifications, references, project approach and methodology. The City uses a qualifications-based selection process whereby the best-qualified firm is first identified prior to reviewing pricing, consistent with California Government Code Section 4526. Once the highest rated firm is identified, sealed pricing is opened and then an analysis is performed to verify the pricing is fair and reasonable, and if not, staff must negotiate with the firm, requesting reduced rates. (The hourly rates applied in the project-specific proposals must not exceed those included in the master Consultant Team contract, and may be negotiated lower for the particular project.) If after negotiations, the highest rated firm still fails to provide fair and reasonable pricing, then staff ceases negotiations and repeats the process with the next highest rated firm.

Procedures for performing the RFP process for specific projects utilizing the Consultant Team are documented in the City's Purchasing policies and procedures. Three reference checks are required for the highest rated firm(s), using a standardized form. Each project-specific selection process is documented by staff and presented to the Purchasing Agent for review and approval prior to engaging the consultant services.

The Consultant Team program has proven to be an efficient and effective contracting tool for the various professional services required by the City. As the final step in this year's annual update process, the City Council is asked to approve the recommended list of firms and authorize department directors to execute the Consultant Team master contracts for a one-year period commencing July 1, 2018.

ALTERNATIVES CONSIDERED

The City Council could eliminate the Consultant Team program, which would require staff to conduct individual comprehensive RFP solicitations and enter into separate contracts for each project throughout the fiscal year. Although this approach could provide the potential benefit of increasing full and open competition for each project, it is not recommended because of several advantages provided by the Consultant Team

program. For example, prequalifying firms through the Consultant Team process eliminates the need to screen out firms that lack the necessary experience and qualifications for individual projects, thereby reducing the time and effort for proposal review. The time required to issue a contract is eliminated with the Consultant Team process, as master contracts are already in place, except for those projects exceeding $1 million, which require a separate contract approved by City Council. By using the Consultant Team process, the total time savings is estimated at about eight weeks for each project. The Consultant Team program also allows for flexibility. Although the Consultant Team list of approved firms is generally used for each applicable project, there are times when a separate comprehensive RFP process may be conducted due to the unique nature of a particular project as determined by the Purchasing Agent or City Council.

FINANCIAL IMPACT

It is difficult to predict the financial impact attributable to the use of the Consultant Team program; however, the process does reduce the time and effort required for staff to deliver City projects. With the master Consultant Team contracts in place, the need to conduct separate full comprehensive RFP solicitations throughout the contract period is eliminated. Based upon the current fiscal year usage, it is estimated that about 160 projects could utilize the Consultant Team process in Fiscal Year 2018-19.

REPORT PREPARED BY Portia Mina, Purchasing Agent

ATTACHMENTS

1. Consultant Team Scope of Work
2. Consultant Team Recommendations List
3. Consultant Team Master Contract

Scope of Work by Specialty Area

The following Codes and Specialty Areas (e.g., "A1 Design Engineering, Architecture and Technical Services / Civil Engineering Design," etc.) are included in this RFP. The detailed Scope of Work descriptions follow.

A) Design Engineering, Architecture and Technical Services

1. Civil Engineering Design
2. Landscape Architecture, Streetscape and Park Landscape Design and Rehabilitation Design
3. Traffic Signal and Traffic Signal Systems Upgrade Design
4. Structure and Bridge Design
5. Survey
6. Architecture and Facilities Engineering Design Services

7.A. Environmental Planning and Consulting Services - Environmental Impact Management for Buildings

7.B. Environmental Planning and Consulting Services - Environmental Programs Assistance

8. Energy Engineering
9. Geotechnical, Engineering Geology, and Materials Testing Consultant Services-City Administered Development by Public Works

B) Project Management, Construction Management and/or Inspection Services

C) Facilities Management and Engineering

D) Design Plan Check

1. Landscape Plan Check
2. Map Plan Check
3. Hydrology and Hydraulics Plan Check
4. Street Improvement Plan Check
5. Traffic Engineering Plan Check

E) Right-of-Way Services

1. Acquisition Services
2. Appraisal Services

F) Assessment District Engineering Services

1. Formation/Reapportionment
2. Acquisition Project Oversight/Reimbursement

G) Transportation Services

1. Project Development Services
2. On-Call Transportation Planning/Engineering Services

3. Transit Planning & Operations Services
4. Traffic Modeling

H) Community Development Services

1. Planning Review Services – Discretionary Case Processing
2. Environmental Impact Analysis
3. Various General Plan Elements Preparation
4. Real Estate Financial/Economic Services

5.A. Property Transaction Services-General Real Estate Transaction Services

5.B. Property Transaction Services-Affordable Housing Appraisal Transaction Services

I) Environmental Services

1. Treatment Control BMPs
2. Pollutant Offset and Trading Programs
3. Migratory Bird Nesting

J) Financial Services

1. Financial Advisor Services

K) Infrastructure Management and Services

1. Infrastructure Management and Services
2. Materials Reports & Pavement Visual Evaluation Services

L) Human Resources Services

1. Executive Recruitment Services
2. Employment Testing and Assessment Center Development
3. Administrative Investigations
4. Human Resources Management Consulting

Scope of Work

A) Design Engineering, Architecture and Technical Services

General

For specialty areas relating to Design Engineering and Architecture, consultant team members will be expected to deliver completed and approved design assignments on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than three plan check submittals. The design consultant must be proactive and knowledgeable of the design, environmental, and regulations required for project acceptance. They must be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and project budget.

All work shall be done in conformance with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals, policies, Standard Plans and Specifications APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.

All Design Engineering and Architecture consultant team members should be able to prepare/provide construction documents as required by the specific specialty area; including but not limited to processing design approval with other regulatory agencies; researching and mapping existing utilities and coordinating utility relocations with affected utilities; preparing storm water pollution prevention plans and reports; technical specifications; Engineer's Cost Estimates and quantity take-offs.

Prepare all exhibits and plans in AutoCad (or equivalent) format consistent with the City's Street Design Manual. City projects requiring Caltrans approval will require consultant to conform to Caltrans policies and mapping standards unless directed otherwise.

Where applicable, Surveyors and Material testing firms shall abide by the California Labor Code § 1770-1781, *et seq.* regarding prevailing wage rates.

1. Civil Engineering Design

The scope of work includes design engineering services for streets, bike trails, storm drains, storm drain channels, land survey, and all related services. The consultant shall also provide design and specifications for traffic signals, signing, striping, signal modifications, detour plans, and traffic control where required by the scope of work. Consultant team member should be able to prepare/provide construction documents including but not limited to providing: ground and/or aerial surveys as necessary; cross sections; right-of-way engineering research/calculations, legal descriptions and mapping; geotechnical and material investigations and reports; processing design approval with other regulatory agencies; storm water design; potable water and sewer design; grading design; roadway design; traffic signal, signing, striping, stage construction, detour and traffic control design; research and map existing utilities and coordinate utility relocations with affected utilities;

prepare appropriate environmental documents obtaining project approvals; storm water pollution prevention plans and reports; technical specifications; Engineer's Cost Estimates and quantity take-offs.

2. Landscape Architecture, Streetscape and Park Landscape Design and Rehabilitation Design

The scope of work includes design services for new construction or rehabilitation of: streetscapes, athletic parks, community/neighborhood park landscapes parking lot landscapes, hardscapes, trails and irrigation design, playground layout and play structure design; and all related services including but not limited to the following:

Research City documents, field review existing landscape and irrigation systems; Prepare streetscape designs including median island and parkway landscaping; prepare designs for public parks; prepare landscape and irrigation designs; prepare Habitat Restoration/Rehabilitation designs; prepare landscape irrigation systems design.

3. Traffic Signal and Traffic Signal Systems Upgrade Design

The scope of work includes design engineering services for traffic signal and traffic signal systems upgrade design, and all related services including but not limited to the following:

Improvements associated with the traffic signal design; prepare signing, striping, signal modifications, detour, and traffic control design; prepare special traffic studies; and conduct signal synchronization studies (before and after synchronization travel time), HCM method for LOS as well as Orange County ICU. The consultant shall also provide general Civil Engineering design and specifications where required by the scope of work.

4. Structure and Bridge Design

The scope of work includes design services concentrating on structures and bridges pursuant applicable codes and standards, including but not limited to American Association of State Highway and Transportation Officials (AASHTO), and Caltrans standards, policies and procedures and all related services.

Structure and Bridge Design consultants will be the prime consultant responsible for ensuring timely delivery of all phases of the project.

5. Survey

The scope of work includes field and office surveying services for the construction of municipal improvements such as facilities, streets, traffic signals, walls, bridges, bike trails, storm drains, channels and utilities; as well as all related services including, but not limited to performing the following:

- Perpetuation of controlling monumentation in compliance with the California Business and Professions Code, Section 8771;
- GPS and other control surveys;
- Topographic and preliminary design surveys;

- Construction survey stakeout services including limits of removal, new improvements, and grade certifications;
- "As-built" surveys of constructed improvements;
- Earthwork quantity calculations;
- Boundary surveys and related documentation (e.g. corner record, record of survey);
- Title and records research for right-of-way engineering, property acquisitions, dedications, and vacations;
- Preparation of legal descriptions for easements, dedications, and leases;
- Preparation of records of survey, parcel maps, tract maps, lot line adjustments, and other survey documents;

All work is to be performed under the direct supervision and charge of a licensed California land surveyor (or qualified licensed California civil engineer) sharing an office location with the field and office personnel performing the above services.

Where applicable, prevailing wages must be paid and documented for all field personnel in accordance with the California Labor code.

6. Architecture and Facilities Engineering Design Services

The scope of work includes architecture and facilities engineering design services for public facilities and/or publicly-funded facilities, and all related services including but not limited to the following:

- Architectural design for new public buildings;
- Architectural design for renovation and/or expansion of existing public buildings;
- Architectural design for Americans with Disabilities Act (ADA) upgrades;
- Heating, ventilation, refrigeration, and environmental management system design;
- Electrical, plumbing, and miscellaneous mechanical system design including alternative energy systems (e.g. solar water heating, solar photovoltaics, wind, etc.);
- Civil improvement (sewer, water, drainage, and grading) design; and
- Seismic studies and building envelope evaluations

Consultant must have a demonstrated ability to: design and prepare conceptual and master plans; prepare schematic design and construction-level design documents; prepare cost estimates; prepare specifications and other bid documents; conduct community design charettes; prepare reports and give presentations to various public bodies, including City Council. A record of community involvement and consensus building in the design process is essential.

Consultant must have a thorough knowledge of green building principles, particularly those for the USGBC Leadership in Energy and Environmental Design (LEED™) rating system. Current City policy requires all facility new construction and rehabilitation projects exceeding 5,000 square feet to be LEED Certified, at minimum. Design projects of a smaller scope should also aim to

achieve these objectives, although they may not be submitted for certification. Therefore, consultant should be able to conduct (or coordinate closely with other consultants, in conducting) all of the required design-, construction-, and post construction-phase tasks associated with documentation of the sustainable design elements incorporated in each project, following LEED guidelines.

The requirement for one or more members of a consultant team in this category to be a LEED Accredited Professional (LEED AP) is contingent upon the scope of work of future projects. For example, a small playground or plaza rehabilitation project may not require a consultant to be accredited; however, a community center renovation/expansion project would require one or multiple members of the design team to be accredited. Consultant must be at least familiar with the LEED rating system for sustainable design.

7.A. Environmental Planning and Consulting Services - Environmental Impact Management for Buildings

The scope of work includes all consulting services that evaluate, plan, and/or manage the environmental impacts of construction, rehabilitation, and ongoing operation of buildings. Consultant must have the ability to evaluate, research, and prepare reports on sustainable design practices, environmental impact metrics, and energy and environmental policy. Consultant must have a thorough knowledge of green building principles, including those for Leadership in Energy and Environmental Design Green Building Rating System (LEED™). The scope of work may also include measuring and tracking of emissions. Consultant shall have experience in building commissioning, optimizing building performance, mechanical systems review, and energy analysis of building systems. In addition, Consultant shall have a good working knowledge of the following:

- Current City of Irvine Standards and Design Manual,
- City of Irvine Sustainable Landscaping Guidelines,
- California Title 24 requirements on energy efficiency
- Irvine Build Green Program
- World Resource Institute protocol
- International Council on Local Environmental Initiatives (ICLEI)

Consultants must possess experience, formal training, and/or certification.

The selected consultant must satisfy all of the LEED prerequisites. Additionally, it is desired that the LEED consultant and related commissioning authority have the following:

- Have acted as the principal Community Authority for at least three projects during the past three years.
- Have extensive experience with the requirements and applications of the LEED rating system.
- Experienced in quality processes and statistical sampling.
- Excellent verbal and writing skills. Highly organized and able to work with management and trade contractors.

- Have extensive experience in the planning, design, construction, operation of community type facilities (e.g., community recreation buildings). Extensive field experience is required. A minimum of five years is desirable.
- Knowledgeable in test and balance of both water and air building systems.
- Experienced in energy-efficient equipment design and control strategy optimization.
- Direct experience in construction, preferably in park and community facility construction.
- LEED consultant and/or commission authority will employ the services of an energy modeler to perform basic energy modeling required to establish the LEED baseline performance and the energy consumption of the project. The modeling will be performed by a Mechanical Engineer.
- Additionally, the Consultant shall have a good working knowledge of the following:
    - Current City of Irvine Standards and Design Manual
    - City of Irvine Sustainable Landscaping Guidelines
    - California Title 24 requirements on energy efficiency
    - Irvine Build Green Program
- Prepare technical specifications; prepare Engineer's Cost Estimates and quantity take-offs; prepare all design in AutoCad (or equivalent) format.

7.B. Environmental Planning and Consulting Services - Environmental Programs Assistance

Technical and marketing assistance, recycling collection program assistance, and public outreach services, to promote effective resource management, reduction and recycling of solid waste, and energy conservation and efficiency, as consistent with the requirements and/or goals of The California Integrated Waste Management Act (AB939),The California Solid Waste Reuse and Recycling Access Act of 1991 (AB1327), The California Global Warming Solutions Act of 2006 (AB32), Mandatory Commercial Recycling (AB341), Mandatory Organics Recycling (AB1826) and the City of Irvine Zero Waste Resolution (07-95). Consultants considered for projects limited solely to assisting, marketing or promoting solid waste management, reduction, and recycling will not be required to satisfy LEED prerequisites but familiarity with LEED standards is helpful.

8. Energy Engineering

The scope of work includes all services that evaluate, design, construct, and/or manage distributed generation facilities and grid islands, energy efficiency measures and programs, and alternative and renewable energy facilities and renewable energy credits (RECs). Consultants must possess experience, formal training, and/or certification in one or more of the following areas of expertise:

- Distributed Generation - ability to evaluate, research, and prepare reports on a variety of energy supply scenarios and energy technologies for a distributed generation network that may include a large proportion of renewable energy resources and may be an isolated grid island. Consultant must also be able to prepare a request for proposal (RFP) for, and

assist in the selection of, an independent power producer to own and/or manage a distributed generation network. Experience in the following is preferred:

- Design, maintenance, or construction of large scale utility infrastructure
- Permitting process for new power sources
- Management of power generation, transmission, and distribution
- Design and management of renewable/green energy resources
- Resource planning, load calculations, and load aggregation
- Working with appropriate regulatory agencies, utility companies, California the California Independent System Operator, California Public Utility Commissions (CPUC), California Environmental Protection Agency, South Coast Air Quality Management District (AQMD), and any other local, state, and federal government agencies with jurisdiction.

- Energy Efficiency - ability to evaluate, research, and recommend a variety of energy efficiency measures for new and existing buildings and be able to set up and manage programs to effect the most viable measures. Services could include, but are not limited to, evaluation and implementation of energy efficiency programs for existing residences, small businesses, apartments, low-income housing and government facilities. A thorough knowledge of current regional utility energy efficiency programs, other available sources of funding, and local case studies is desired. The Consultant may assist the City in compiling energy use data for existing City facilities and estimating proposed energy use for proposed facilities to include in any report designed to measure progress toward energy efficiency goals.

- Renewable Energy - ability to prepare analysis of a given use (i.e. park facility, playground, affordable housing, etc.) and propose, complete with financial calculations, suitable renewable energy choices, including, but not limited to, solar heating, photovoltaics, wind power and geothermal power. Knowledge of, and experience in, the buying and selling of renewable energy credits.

9. Geotechnical, Engineering Geology, and Materials Testing Consultant Services / City Administered Development by Public Works

Consultants to provide Geotechnical consultant services for projects and investigations in the City related to soils, grading, slopes, and hydrogeology, including mold and hazardous material content and identification testing. Consultants shall also provide testing services for construction materials (in-site and laboratory testing).

Consultants and consultant workers assigned to City projects shall have a thorough knowledge of civil engineering principles and practices and site improvement design requirements. The City representative must approve all consultant workers assigned to City projects. Consultants or consultant workers assigned to City projects shall be licensed in the State of California as Geotechnical Engineers or Engineering Geologists.

Firms desiring to provide services for City administered, federally funded projects must maintain Caltrans Certification and complete all testing in conformance with the City's Quality Assurance Program (QAP). However, firms do not need to be Caltrans certified at the time of proposal

submittal - if a firm is selected for a federally funded project during the Consultant Team contract period, they will be required to get certified by Caltrans at that time.

Where applicable, prevailing wages must be paid and documented for all field personnel in accordance with the California Labor code.

B) Project Management, Construction Management, and/or Inspection Services

The scope of work includes project management, construction management, and/or inspection services for streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, trails traffic signals, playground equipment and sports fields, and all related services including but not limited to the following:

Project and construction management consultants must be proficient in preparing Requests for Proposals for design consultant selection, develop criteria for design consultant selection, evaluate candidates and make recommendations; prepare contracts for the selected design consultants; prepare a master project budget and schedule; monitor and review design consultants' progress, budget and schedule, review plans and technical specifications for completeness and constructability; perform a pre-construction survey, prepare bidding documents; monitor and facilitate design consultants' plan checking with all pertinent agencies; prepare a master list for all plan check comments and responses; review the Engineer's Estimate for accuracy; provide value engineering reviews; provide reports for grant requirements; assist in bidding of projects; assist in Prequalification of bidders; provide response to bidders during bidding period; provide bid analysis; conduct reference check on the low bidder; conduct state license and insurance check on low bidder; make recommendation for the successful bidder; prepare contract for the successful bidder; review contract required documents from the successful bidder; conduct all aspects of construction management; review contractor's compliance with permit requirements, review contractor's schedule; verify the contractor's as-built plans and schedule; provide as-built schedules; review contractor's monthly payment request and make recommendation for payment; coordinate the surveying, materials testing; and inspection needs of the project; may provide construction inspection, surveying, and materials testing services; monitor the inspection, surveying, and materials testing budget; review, negotiate and make recommendation for change orders; review, respond and facilitate response to Request For Information (RFI); review and facilitate submittals and shop drawings; provide and maintain logs for RFIs, change orders, submittals, Request For Quotations, Correction Notices, Stop Work Notices, and related construction documents; coordinate and facilitate coordination with utility companies and contractor; review contractor certified payroll for accuracy; provide videotape and photographic documentation of project site prior to and during construction; prepare weekly construction progress report to the City; monitor contractor's labor compliance; review contractor's safety program; prepare project punch-list; prepare all documentation needed for project closeout. Notify City if contractor deficiencies are found.

All approved project and construction management team members will be expected to perform work on the specified project for the entire duration of the project. No staff substitution is allowed. The project and construction management consultant is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. The project and construction management consultant is expected to monitor his/her approved budget and notify

the City of additional work outside the contracted scope of work prior to performing such additional work.

Inspection services consultants will provide inspection staff competent and knowledgeable in traffic control, construction materials and methods, storm water compliance, codes and standards. Typical duties shall include but not be limited to inspection of street improvements, buildings and bridge structure construction, earthwork grading, storm drains, drainage channels, streets, traffic signals, lighting, and landscape and irrigation projects constructed by the City.

The inspector shall ensure all work conforms to the project construction documents, City codes and ordinances including the City Grading Code and Manual, APWA "Greenbook" Standard Specifications for Public Works Construction, Caltrans Standards and Specifications, City of Irvine Standards and Design Manuals and State and Federal Building Codes related to site accessibility.

All inspections shall be carried out using City established policies and procedures. Consultant inspection staff may be located at City offices on a part or full time basis.

Services provided by consultant staff shall be of the highest quality and shall be provided in a timely and professional manner.

The consultant must be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and project budget.

Since project, construction management, and inspection consultants can be required to work in City offices with City staff, equipment, and materials or in their own firm's offices with their own equipment, materials, and vehicle, provide both rates for the services – working in City offices and in the firm's home or field office.

C) Facilities Management and Engineering

The scope of work includes facilities management, benchmarking, and engineering services for bike trails, parks, buildings, open space facilities, trails, and all related services including but not limited to the following:

The Consultant will assist the City in the collection of existing and new facility condition data, development of facility condition data standards and collection standards. The consultant will collect data and set standards for, but not limited to, the following property elements.

- Site: (building proper; approximately 50' out) utility connections and shut-offs, paving systems, stairs, retaining walls, exterior lighting, and other "landscaping" elements
- Buildings
- Exterior Systems: roofs, walls, window systems, exterior doors and structural components
- Interior Systems: walls, doors, floors and ceilings, visible structure, and finishes
- Health/Fire/Life Safety Issues
- Handicap Accessible (ADA) Requirements

- Heating, Ventilation and Air Conditioning
- Electrical and Electrical Distribution
- Plumbing Systems
- Fire Protection
- Special Construction
- Elevators
- Storm Water Management Ponds and Surface Drainage Structures
- Non-Building Infrastructure: underground utilities and exterior lighting, flagpoles, fences, gates, awnings, and other “landscaping” elements.
- Outdoor Athletic Facilities: Running Track, Baseball and Football Stadiums, Tennis Courts, Bike Trails, and Swimming Pool.
- Concrete Walkways in Parks
- Pump stations and water features

As a part of the facility data collection process, the consultant will inspect, measure and provide written reports for the conditions of the property elements listed herein.

The Scope of work will also include integration of existing facility data; provision of corrective actions, provision of up-to-date cost estimating, budgeting, and scheduling for the corrective actions; integration of updated facility condition data with existing and proposed facility management and benchmarking software systems; data sorting; deficiency prioritization; energy conservation evaluation and recommendation; facility renewal forecasting; and tracking of equipment inventory.

D) Design Plan Check

1. Landscape Plan Check

Consultant must be able to work closely with City of Irvine staff. Tasks include checking landscape construction documents for compliance with city codes and standards and issuing construction permits. Work includes interaction with landscape architects, engineers, developers, contractors, and city maintenance, planning and engineering staff on landscape related projects.

2. Map Plan Check

Consultant must have a working knowledge of the “Subdivision Map Act,” City’s Subdivision Ordinance, and map checking procedures. Consultant works independently with applicant to review tentative maps, final maps, easement deeds and lot line adjustments. Consultant assures that applicant’s documents comply with the Conditions of Approval as set by City staff, commissions, and the City Council. Consultant must also be able to check and review map boundaries, metes and bounds, and field check final monumentation prior to bond exoneration. Consultant will be required to review and assure that AutoCAD file submittals are complete.

3. Hydrology and Hydraulics Plan Check

Consultant must have a thorough knowledge of hydrology and hydraulic principles and theories and must be familiar with the AES and WSPG software programs and their application. In addition, the consultant shall have a good working knowledge of the Orange County Hydrology Manual and the Orange County Local Drainage Manual. Consultant will be required to make independent engineering judgments and decisions, and interact with private and public sector personnel.

4. Street Improvement Plan Check

The consultant must have a thorough knowledge of civil engineering principles and street design requirements. In addition, the consultant shall have a good working knowledge of the following: City of Irvine Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, Orange County Hydrology Manual, Orange County Local Drainage Manual, Americans Disability Act and California Title 24 requirements on accessibility. Consultant will be required to make independent engineering judgments and decisions, and interact with private and public sector personnel.

5. Traffic Engineering Plan Check

Consultant needs a good working knowledge of Traffic Engineering and Traffic Operations principles and design requirements. Consultant to perform plan checks and reviews in accordance with the City of Irvine Design Manual, City of Irvine Standard Plans, City of Irvine Technical Provisions for the installation and modification of traffic signal systems, City of Irvine Planning and Design Guidelines for Bicycle Facilities in Irvine, City of Irvine Transportation Guidelines, Caltrans Highway Design Manual, Caltrans Traffic Manual, MUCTD Manual, and the Caltrans Standard Plans and Specifications.

E) Right-of-Way Services

1. Acquisition Services

Consultant will provide right-of-way support to City of Irvine staff. Tasks could include assisting staff in processing various deeds and agreements resulting from new subdivisions or assessment districts/community facilities districts, and acquiring right-of-way for capital improvement projects, assessment and management of relocation benefits. Consultant will work closely with City staff. Indicate if consultant is knowledgeable and experienced with Caltrans policies and procedures relative to projects with federal funding.

2. Appraisal Services

Consultant must be a certified Member of the Appraisal Institute. Indicate if the appraiser is pre-qualified to work on federally funded projects. A typical assignment is appraisal of part-takes for street widening projects.

F) Assessment District Engineering Services

1. Formation/Reapportionment

Review property owner petition and preliminary cost estimate, determine benefit assessment and required contributions (if any), prepare detailed description of methodology used to determine assessments, provide descriptions and assessment numbers for each property to be assessed (confirm proper ownership and address of owners). Prepare Boundary Map and Diagram (record both with County Recorder after Council approval), prepare appropriate mailings and ballot, prepare Preliminary and Final Engineer's Reports. Prepare and file Assessment Roll. Coordinate with City staff, City Financial Adviser, Land Value Appraiser, Bond Counsel, Underwriter and Underwriter Counsel. Attend Public Hearing and other meetings as directed by City staff.

2. Acquisition Project Oversight/Reimbursement

Review all work of acquisition projects within assessment districts/community facilities districts in the City of Irvine from pre-design to completion of construction. Sign concurrence on all design and construction contracts and all design and construction changes orders after determining eligibility under the specific assessment district/community facilities district. Attend pre-design and pre-construction meetings, and all public bid openings. Meet with City inspectors daily to review progress of work and help determine which change orders, or portions thereof, are assessment district/community facilities district eligible. Work with owner's representatives to resolve any disputes regarding eligibility of work. Maintain records of all concurrence letters, correspondence, requests for proposals, contracts, and Potential Changes of Work for all assessment district/community facilities district work on-going in the City. Review and approve all requests for reimbursements. Prepare and send files to City of Irvine Records Division when work is complete and fully reimbursed.

G) Transportation Services

1. Project Development Services

Consultant must have the ability to perform tasks related to: the preparation of traffic studies, cost estimates, impact studies, project study reports, project reports, feasibility studies, bicycle planning, pedestrian pathway planning, active transportation planning and program development, transit access studies, Transportation Demand Management strategies, and environmental documents/reports for transportation projects and/or the Authorization to Proceed (E-76) documents for Caltrans projects. Transportation Improvements requiring a Project Report shall be prepared and submitted in a bound format consistent with the City's "Guidelines for Preparation of Project Reports for Capital Transportation Projects." For projects requiring Caltrans oversight, consultant shall be familiar with Caltrans' policies and procedures.

2. On-Call Transportation Planning/Engineering Services

The consultant will provide development review support to City staff, focused on transportation issues and should have a good working knowledge of the City's development review process and practice. Consultant will review, analyze and evaluate traffic impacts due to discretionary case applications and address circulation issues related to development projects. Since all projects

shall be reviewed in accordance with adopted City policies and standards, the consultant shall be familiar with all related policies and standards, including the City Standards & Design Manual, City General Plan, Traffic Impact Analysis Guidelines, Transportation Guidelines and Zoning Ordinance. In addition to discretionary applications, the consultant may review and provide transportation comments on grading and construction plans. Consultant shall have the ability to research City records for prior approvals, including resolutions and conditions of approval. Consultant will review traffic study scopes of work, traffic studies and access studies in accordance with the Traffic Impact Analysis, adopted standards and industry standards. Consultant shall coordinate transportation issues and prepare transportation screencheck comments, letters, memos, staff reports and Commission/City Council presentations related to development applications. Consultant shall attend project related meetings, be responsive to project issues and maintain communication between City staff, project applicants, community members and interested parties.

3. Transit Planning & Operations Services

Consultants for this service area must have the ability to evaluate, research, and prepare reports on a variety of transit services and facilities. Services could include, but are not limited:

- Fixed-Route Transit
  - Comprehensive Operational Analysis
  - Short & Long Range Transit Planning Studies
  - Transit Service and Operations Optimization
  - Service Warrants/Performance Standards
  - Service, Vehicle, and Operator Scheduling

- Specialized Transportation
  - Paratransit Operations Planning
  - Seniors/Non-Emergency Medical Transportation/Specialized Transportation Studies
  - ADA Compliance Audit

- Transit Facilities and Bus Stops
  - Bus Stop Inventories
  - Bus Stop Improvement Planning & Design Guidelines
  - Bus Stop Location and Integration
  - Transit Oriented Development
  - Transportation Facility Parking Design & Management

- Market Analysis
  - Demand Modeling
  - Ridership Projections
  - Market Research & Assessment

- Marketing
  - Marketing Plan Development
  - Outreach Services

- Data Collection
  - On-Board Surveys

    - Public Telephone, Web-Based and Intercept Surveys
    - Ridechecks

- Miscellaneous Transit
    - Develop Statements of Work for Transit Projects
    - Develop Grant Proposals for Transit Projects
    - Fare Policy Analysis
    - Operational Performance Assessments and Audits
    - Rail/Transit Connectivity Studies
    - Transit Service Coordination

4. Traffic Modeling

Consultant must have the ability to evaluate, develop, run, calibrate, validate and maintain both planning and operationally based traffic forecasting models. Consultants shall be adept at database management and have familiarity with Arc-GIS and its integration into the modeling process.

H) Community Development Services

1. Planning Review Services - Discretionary Case Processing

Consultants to provide professional planning services to the City of Irvine that include but are not limited to:

- Review, analyze and evaluate discretionary case applications according to City standards. Utilize City electronic and paper files to research previous approvals.
- Prepare environmental assessments, including initial studies, negative declarations, mitigated negative declarations, program EIR checklists and mitigation monitoring programs to ensure compliance with CEQA. Should a project require an Environmental Impact Report, the City would contract for preparation of that document separately through a competitive proposal process or through the list of approved consultants.
- Route plans to various City departments; consolidate comments, and present recommendations and revisions to the applicant. Work with other departments to ensure consistency of comments.
- Prepare screencheck comments, letters to applicants, and staff reports.
- Maintain communications with applicants, interested parties, property owners, homeowner associations, etc. Respond to inquiries about the project from residents and applicants.
- Prepare notices for public meetings and hearings in accordance with City and CEQA requirements.
- Attend community meetings and public hearings, as required, and present reports to various City Commissions and to the City Council.
- Manage the project schedule in accordance with the City’s adopted time frames.

- Open, maintain, and close electronic and paper files in accordance with City procedures.
- Assign street names and addresses for projects as required.
- Review grading, building, and demolition plans for consistency with discretionary approvals and environmental mitigation, if appropriate.
- Provide backup staff at Development Assistance Center public information counter if necessary.
- Attend one-hour biweekly staff meetings, up to 26 per year.

2. Environmental Impact Analysis

The scope of work may include any and all work efforts related to analysis of a proposed project for compliance with the California Environmental Quality Act (CEQA). This may include preparation of required technical studies, peer review of technical studies and/or complete or portions of CEQA documents prepared by others, preparation of Initial Studies, Negative Declarations, Environmental Impact Reports, and/or other CEQA related documents as needed by the City. Consultants will be expected to manage and provide quality control for all aspects of the preparation of environmental documents. Consultants are expected to attend all public meetings and hearings to discuss the environmental documents as required by the City.

3. Various General Plan Elements Preparation

The scope of work may include any and all work efforts related to preparation of the various General Plan Elements and updates. This may include preparation of the document itself, required technical studies, peer review of technical studies prepared by others, preparation of Initial Studies, Negative Declarations and Environmental Impact Reports , and/or other CEQA related documents as needed by the City. Consultants will be expected to manage and provide quality control for all aspects of the preparation of the document, including environmental documentation. Consultants will be expected to attend all public meetings and hearings to discuss the document as required by the City, as well as to coordinate with applicable regional and State agencies in preparation of the document.

4. Real Estate Financial/Economic Services:

- Participate in formal and informal discussions and presentations with potential developers and community officials.
- Undertake evaluation of developer proposals and provide recommendations.
- Prepare economic analysis of development proposals, including preparation of alternatives and background information.
- Review and analyze business terms and assist staff in developing counterproposals for complex real estate transactions.
- Perform proforma analysis of alternative development schemes and analyze the feasibility of each.
- Provide analysis of proposed developer/City land trade and cost sharing transactions.

- Provide assistance in analyzing options for infrastructure financing, such as assessment districts, community facilities districts, and related mechanisms.

- Provide expertise relative to development sequencing and the viability of certain components of the Orange County Great Park.

- Perform market analysis of real estate values and need for affordable housing developments.

- Other related services as requested by the City from time to time.

5.A. Property Transaction Services - General Real Estate Transaction Services

- Prepare appraisals of real estate, fixtures and equipment, relocation and loss of goodwill benefits.

- Provide full title services including title searches, title report, and recordation of legal documents.

- Provide escrow services for acquisition and disposition of real property.

5.B. Property Transaction Services - Affordable Housing Appraisal Transaction Services

Prepare land valuation appraisals to determine in lieu fees for the affordable housing ordinance; land valuation for public funding applications tied to affordable housing developments; and/or land and improvement valuation for acquisition of real estate with or without improvements.

I) Environmental Services

1. Treatment Control BMPs

The scope of work may include any and all work efforts related to the development of plans, specifications, treatment efficiency evaluations/projections and construction and operations and maintenance cost estimates for construction of Treatment Control BMPs at a site and/or watershed scale.

2. Pollutant Offset and Trading Programs

The scope of work may include any and all work efforts related to the development of a pollutant offset and/or trading program in compliance with applicable federal, state and regional requirements for water quality pollutants related to the Newport Bay Total Maximum Daily Loads (TMDL).

3. Migratory Bird Nesting

The consultant will provide inspection services and recommendations so the City's Urban Forestry program complies with the Migratory Bird Act of 1918 (reference attached, "A Guide to the Laws and Treaties of the United States for Protecting Migratory Birds"), the California Environmental

Quality Act (CEQA) guidelines and the National Environmental Protection Act (NEPA) requirements.

J) Financial Services

1. Financial Advisor Services

The scope of work includes financial advisor services for municipal bond issues and other fiscal feasibility analysis. The financial advisor will provide independent financial advice serving the interests of the City solely. Services include, but are not limited to, the following:

Assessment District, Community Facilities District, Tax Increment, or other financing mechanisms including variable rate debt, fixed rate issues and conversions and/or pooled financings:

- Formulation of a coordinated and comprehensive plan to finance the project(s), including the development of the project schedule
- Financing structure validation
- Review all documents relating to the proposed bonds
- Assistance in negotiations with bond insurer or Letter of Credit provider, and with the sale of the bonds
- Attendance and participation at public meetings, hearings and/or workshops as the City deems necessary
- Assistance with research and analyses for pricing, including financial terms and conditions and assessing marketplace timing
- Attend the bond pre-closing, computing closing figures and assist Bond Counsel in the coordination of closing events. Provide a Closing Memorandum report and Financing Summary
- Evaluation of assessment of bond market conditions at time of bond sale
- Other financial matters
- Assist with reviews of proposals and/or prepare financial studies for the City
- Assist with the evaluation of credit enhancement alternatives pertaining to the City's variable rate debt
- Evaluate refunding opportunities
- Assist with any reviews and/or prepare financial studies for other financial matters as may be requested by the City

K) Infrastructure Management and Services

1. Infrastructure Management and Services

The scope of work includes infrastructure management for pavement, sidewalk, drainage facilities, signage, pavement markings, parking lots, bike trails, pathways/walkways and all related services including but not limited to the following:

Infrastructure management consultants must be proficient in providing specialized technical expertise and experience inventorying and assessing infrastructure conditions, coordinating related software implementation, including writing and providing support, upkeep and maintenance of that software; provide consistent assessment criteria and technical support; provide GIS services related to infrastructure management; build GIS layers and link all related data to the City's GIS; use cost-conscious methodologies to develop comprehensive infrastructure management programs; provide long-term management solutions; develop multi-year CIP and GIS enhancements; update infrastructure data through scheduled inspections, reporting and/or on-call services; manage infrastructure data; evaluate prior maintenance strategies; make cost-effective infrastructure management decisions; provide realistic and proactive budgetary recommendations; provide requested communication and updates; prepare and develop project scope of work; prepare a master project budget and schedule; monitor and review project status; provide enhanced rehabilitation/maintenance recommendations;

Services provided by infrastructure management and service consultant staff shall be of the highest quality and shall be provided in a timely and professional manner. All approved infrastructure management and service team members will be expected to perform work on the specified project for the entire duration of the project. No substitution is allowed. The infrastructure management and service consultant is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. The infrastructure management and service consultant is expected to monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work. Infrastructure management and service consultants will employ competent and knowledgeable practices, methods, codes and standards.

2. Materials Reports & Pavement Visual Evaluation Services

Consultant must have ability to perform tasks related to the preparation of materials reports associated with pavement rehabilitation projects and/or pavement visual evaluation services. Services shall include, but are not limited to: core sampling, deflection analysis, performing visual condition ratings, identification of subgrade soils and engineering analysis. Services provided by consultant staff shall be of the highest quality and shall be provided in a timely and professional manner.

L) Human Resources Services

1. Executive Recruitment Services

Selected firms should be prepared to perform any and all tasks related to a search for and selection of a high-level executive, including but not limited to:

- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Confer with City executives, elected and appointed officials and others regarding the duties and responsibilities of the position, minimum qualifications and evaluation criteria.
- Prepare of a professional, comprehensive and attractive Recruitment Profile.
- Recruit candidates from diverse backgrounds utilizing local, regional and national resources.
- Develop and administer a multi-layered candidate evaluation and selection process.
- Facilitate the City's interview process.
- Documentation and support of selection and non-selection recommendations.
- Background and reference checking, including financial record and criminal record if any.

2. Employment Testing and Assessment Center Development

Selected firms should be prepared to perform any and all tasks related to the development of employment testing or an assessment center for sworn and non-sworn positions, including but not limited to:

- Understand the City's needs and ideal candidate
- Define testing and evaluation strategy
- Define performance dimensions
- Develop job related assessment center exercises that may include In Basket; a Group Discussion Exercise; Budgetary, Administrative, and/or Managerial Problem Analysis Exercises; Role Plays; an in-depth Background Interview, or Oral Presentation Exercises.
- Facilitate and conduct assessment center exercises
- Provide or develop written exams

It is the City of Irvine's goal to provide valid, reliable, fair and standardized tests and administration services to enable the City to maintain a qualified and diverse workforce. The City desires to adhere to testing industry standards, current testing protocols and compliance with requirements of Federal law prohibiting employment practices which discriminate on the grounds of race, color, religion, sex, and national origin.

3. Administrative Investigations

The City of Irvine's Human Resources division has a need for a variety of employee relations investigative services. Selected firms shall provide timely, efficient and professional services on an-as needed, if-needed basis. The types of employee relations investigations may include, but are not limited to:

Conduct or assists with reviewing human resources operations regarding applicable federal, state and local laws and City Personnel Rules; conduct or assists with investigations regarding

employee misconduct, alleged discrimination, retaliation or violations/noncompliance with the City of Irvine's Personnel Rules and applicable federal, state and local laws; conduct or assists with investigations regarding grievances; conduct or assist in conducting interviews with the parties involved and produce written, recorded, or paraphrased reports of the interviews depending upon the instructions given by the City; review agency personnel policies and practices; provide recommendations for changes to policies or procedures based on HR best practices; document findings and assisting developing recommendations and proposed corrective action plans; prepares reports.

Depending on the scope of the investigation assignment, the contractor may be required to: gather documents, medical and employment records, and obtain copies of files from other sources of information; organize and index documents in chronological order and complete chronology reports, as needed.

The firm shall maintain in current status all federal, state, and local licenses, permits, and certifications required for the operation of its business or profession as applicable to the services. The firm shall have available staff that is sufficient in number and qualifications to perform the contracted services. The firm shall meet with the City as needed to discuss project related problems that require immediate attention. The Contractor shall serve as a witness, if needed, in legal matters related to consulting services performed as part of the services. The firm shall provide services in accordance with all relevant federal, state and local laws, ordinances and regulations. The firm shall also comply with all City of Irvine Personnel Policies and Procedures. The firm shall be familiar with the City of Irvine's mandates and business. The firm shall permit representatives of the City of Irvine access to all records and activities performed by the firm as would be normally provided under the terms of the contract. The firm shall submit any subcontracts to be used in the performance of this contract for prior approval to the City of Irvine representative at least 30 days prior to the start of the new investigation.

The firm realizes that the City has a compelling need to maintain confidentiality, and further recognizes that working with the City of Irvine, or discussions with the City or its employees for such work, will place the firm in a position of special trust and confidence with access to confidential information concerning the City and its operations.

4. Human Resources Management Consulting

The City of Irvine is in need for Management Consulting services in a variety of areas, including, but not limited to:

- Conduct human resource audits
- Conduct compensation and benefits studies
- Review, develop and analyze job descriptions; conduct job audits and reclassification studies.
- Design, deliver and/or implement recruitment, selection and onboarding processes.
- Review and audit operational policies and procedures.
- Evaluate performance management practices.
- Determine appropriate training and provide administrative support to deliver such training; recommend, facilitate and/or provide training classes.
- Develop employee handbook.

- Identifying areas for improvement relating to employee relations, cost analyst, performance appraisals and organizational design.
- Identify local workforce growth, market trends, and its correlation to the City's human resources needs.

Attachment for Specialty Area I3

A Guide to the Laws and Treaties of the United States for Protecting Migratory Birds

---

A fairly large number of international treaties and domestic laws have been enacted that provide protection for migratory birds. To help put the legal authorities into perspective, we have categorized them as primary and secondary authorities. Primary authorities are international conventions and major domestic laws that focus primarily on migratory birds and their habitats. Secondary authorities are broad-based domestic environmental laws that provide ancillary but significant benefits to migratory birds and their habitats.

Primary Federal Authorities for Migratory Birds

For purposes of discussion, it is helpful to group the primary authorities of the United States for migratory birds into those that protect bird populations (primarily) and those that protect bird habitats.

Protecting Bird Populations: Federal Laws

Table of Contents

- Lacey Act
- Weeks-McLean Law
- Migratory Bird Treaty Act
- Endangered Species Act
- Other International Treaties
- Other Domestic Laws

Lacey Act

By the late 1800s, the hunting and shipment of birds for the commercial market (to embellish the platters of elegant restaurants) and the plume trade (to provide feathers to adorn lady's fancy hats) had taken their toll on many bird species. Passenger pigeons, whose immense flocks had once darkened the skies, were nearing extinction. Populations of the Eskimo curlew and other shorebirds had been decimated. The snowy egret and other colonial-nesting wading birds had been reduced to mere remnants of their historical populations. The Lacey Act (passed on May 25, 1900) prohibited game taken illegally in one state to be shipped across state boundaries contrary to the laws of the state where taken. The Lacey Act has become a very effective tool for enforcing the wildlife protective laws of the States and the Federal government (a detailed synopsis is available). However, in the early years of the 20th century the Act was ineffective in stopping interstate shipments, largely because of the huge profits enjoyed by the market hunters and the lack of officers to enforce the law. These early failures of the Lacey Act led to passage of the Weeks-McLean Law.

Weeks-McLean Law

The Weeks-McLean Law (which became effective on March 4, 1913) was designed to stop commercial market hunting and the illegal shipment of migratory birds from one state to another. The Act boldly proclaimed that:

All wild geese, wild swans, brant, wild ducks, snipe, plover, woodcock, rail, wild pigeons, and all other migratory game and insectivorous birds which in their northern and southern migrations pass through or do not remain permanently the entire year within the borders of any State or Territory, shall hereafter be deemed to be within the custody and protection of the Government of the United States, and shall not be destroyed or taken contrary to regulations hereinafter provided therefor.

The Weeks-McLean Law rested on weak constitutional grounds, having been passed as a rider to an appropriation bill for the Department of Agriculture, and it was soon replaced by the Migratory Bird Treaty Act of 1918.

Migratory Bird Treaty Act of 1918

Following close on the heels of the Lacey Act and the Weeks-McLean Law, the framers of the Migratory Bird Treaty Act were determined to put an end to the commercial trade in birds and their feathers that, by the early years of the 20th century, had wreaked havoc on the populations of many native bird species.

The Migratory Bird Treaty Act decreed that all migratory birds and their parts (including eggs, nests, and feathers) were fully protected.

The Migratory Bird Treaty Act is the domestic law that affirms, or implements, the United States' commitment to four international conventions (with Canada, Japan, Mexico, and Russia) for the protection of a shared migratory bird resource. Each of the conventions protect selected species of birds that are common to both countries (i.e., they occur in both countries at some point during their annual life cycle). A List of Migratory Birds protected by the Migratory Bird Treaty Act is available.

For those desiring additional information on the Migratory Bird Treaty Act, a detailed synopsis is available. That section of the United States Code pertaining to the Migratory Bird Treaty Act can also be accessed.

Migratory Bird Conventions

For synopses of the four migratory bird conventions, first jump to the List of Treaties and then, from the menu list that appears on your screen, click on the treaty or treaties of interest (your options will be **Canada, Japan, Mexico,** and the **Soviet Union**). A checklist of the species covered by each of the conventions is available at List of Migratory Birds.

Endangered Species Act of 1973

The relevance of this landmark legislation to migratory bird conservation needs little elaboration. For the curious, you can access the full text of the Endangered Species Act on-line. For the less curious but still interested, a detailed synopsis is available. For a full list of birds protected by the Endangered Species Act in the U.S., first click here then click on the bird icon that appears at the top of the screen. A checklist of the species protected by both the Endangered Species Act and the Migratory Bird Treaty Act is posted at List of Migratory Birds.

The Endangered Species Act is also the domestic law that confirms, or implements, the United States' commitment to two international treaties that contain important provisions for the protection of migratory birds:

- CITES (the Convention on International Trade in Endangered Species of Wild Fauna and Flora)
- Pan American Convention (the Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere).

CITES (the Convention on International Trade in Endangered Species of Wild Fauna and Flora)

A detailed synopsis of the CITES convention is available. A checklist of the species covered by both the CITES and the Migratory Bird Treaty Act is posted at List of Migratory Birds.

Migratory Bird Treaty Act of 1918

Migratory Bird Treaty Act of 1918 (16 U.S.C. 703-712; Ch. 128; July 13, 1918; 40 Stat. 755) as amended by: Chapter 634; June 20, 1936; 49 Stat. 1556; P.L. 86-732; September 8, 1960; 74 Stat. 866; P.L. 90-578; October 17, 1968; 82 Stat. 1118; P.L. 91-135; December 5, 1969; 83 Stat. 282; P.L. 93-300; June 1, 1974; 88 Stat. 190; P.L. 95-616; November 8, 1978; 92 Stat. 3111; P.L. 99-645; November 10, 1986; 100 Stat. 3590 and P.L. 105-312; October 30, 1998; 112 Stat. 2956

The original 1918 statute implemented the 1916 Convention between the U.S. and Great Britain (for Canada) for the protection of migratory birds. Later amendments implemented treaties between the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Soviet Union (now Russia).
Specific provisions in the statute include:

- Establishment of a Federal prohibition, unless permitted by regulations, to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention . . . for the protection of migratory birds . . . or any part, nest, or egg of any such bird." (16 U.S.C. 703)

- This prohibition applies to birds included in the respective international conventions between the U.S. and Great Britain, the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Russia.

- Authority for the Secretary of the Interior to determine, periodically, when, consistent with the Conventions, "hunting, taking, capture, killing, possession, sale, purchase, shipment, transportation, carriage, or export of any . . .bird, or any part, nest or egg" could be undertaken and to adopt regulations for this purpose. These determinations are to be made based on "due regard to the zones of temperature and to the distribution, abundance, economic value, breeding habits, and times of migratory flight." (16 U.S.C. 704)
- A decree that domestic interstate and international transportation of migratory birds which are taken in violation of this law is unlawful, as well as importation of any migratory birds which are taken in violation of Canadian laws. (16 U.S.C. 705)
- Authority for Interior officials to enforce the provisions of this law, including seizure of birds illegally taken which can be forfeited to the U.S. and disposed of as directed by the courts. (16 U.S.C. 706)
- Establishment of fines for violation of this law, including misdemeanor charges. (16 U.S.C. 707)
- Authority for States to enact and implement laws or regulations to allow for greater protection of migratory birds, provided that such laws are consistent with the respective Conventions and that open seasons do not extend beyond those established at the national level. (16 U.S.C. 708)
- A repeal of all laws inconsistent with the provisions of this Act. (16 U.S.C. 710)
- Authority for the continued breeding and sale of migratory game birds on farms and preserves for the purpose of increasing the food supply. (16 U.S.C. 711)

The 1936 statute implemented the Convention between the U.S. and Mexico for the Protection of Migratory Birds and Game Mammals. Migratory bird import and export restrictions between Mexico and the U.S. were also authorized, and in issuing any regulations to implement this section, the Secretary of Agriculture was required to consider U.S. laws forbidding importation of certain mammals injurious to agricultural and horticultural interests. Monies for the Secretary of Agriculture to implement these provisions were also authorized.

The 1960 statute (P.L. 86-732) amended the MBTA by altering earlier penalty provisions. The new provisions stipulated that violations of this Act would constitute a misdemeanor and conviction would result in a fine of not more than $500 or imprisonment of not more than six months. Activities aimed at selling migratory birds in violation of this law would be subject to fine of not more than $2000 and imprisonment could not exceed two years. Guilty offenses would constitute a felony. Equipment used for sale purchases was authorized to be seized and held, by the Secretary of the Interior, pending prosecution, and, upon conviction, be treated as a penalty.

Section 10 of the 1969 amendments to the Lacey Act (P.L. 91-135) repealed the provisions of the MBTA prohibiting the shipment of wild game mammals or parts to and from the U.S. or Mexico unless permitted by the Secretary of the Interior. The definition of "wildlife" under these amendments does not include migratory birds, however, which are protected under the MBTA.

The 1974 statute (P.L. 93-300) amended the MBTA to include the provisions of the 1972 Convention between the U.S. and Japan for the Protection of Migratory Birds and Birds in Danger of Extinction. This law also amended the title of the MBTA to read: "An Act to give effect to the conventions between the U.S. and other nations for the protection of migratory birds, birds in danger of extinction, game mammals, and their environment."

Section 3(h) of the Fish and Wildlife Improvement Act of 1978 (P.L. 95-616) amended the MBTA to authorize forfeiture to the U.S. of birds and their parts illegally taken, for disposal by the Secretary of the Interior as he deems appropriate. These amendments also authorized the Secretary to issue regulations to permit Alaskan natives to take migratory birds for their subsistence needs during established seasons. The Secretary was required to consider the related migratory bird conventions with Great Britain, Mexico, Japan, and the Soviet Union in establishing these regulations and to establish seasons to provide for the preservation and maintenance of migratory bird stocks.

Public Law 95-616 also ratified a treaty with the Soviet Union specifying that both nations will take measures to protect identified ecosystems of special importance to migratory birds against pollution, detrimental alterations, and other environmental degradations. (See entry for the Convention Between the United States of America and the Union of Soviet Socialist Republics Concerning the Conservation of Migratory Birds and Their Environment; T.I.A.S. 9073; signed on November 19, 1976, and approved by the Senate on July 12, 1978; 92 Stat. 3110.)

Public Law 99-645, the 1986 Emergency Wetlands Resources Act, amended the Act to require that felony violations under the MBTA must be "knowingly" committed.

P.L. 105-312, Migratory Bird Treaty Reform Act of 1998, amended the law to make it unlawful to take migratory game birds by the aid of bait if the person knows or reasonably should know that the area is baited. This provision eliminates the "strict liability" standard that was used to enforce Federal baiting regulations and replaces it with a "know or should have known" standard. These amendments also make it unlawful to place or direct the placement of bait on or adjacent to an area for the purpose of taking or attempting to take migratory game birds, and makes these violations punishable under title 18 United States Code, (with fines up to $100,000 for individuals and $200,000 for organizations), imprisonment for not more than 1 year, or both. The new amendments require the Secretary of Interior to submit to the Senate Committee on Environment and Public Works and the House Committee on Resources a report analyzing the effect of these amendments and the practice of baiting on migratory bird conservation and law enforcement. The report to Congress is due no later than five years after enactment of the new law.

P.L. 105-312 also amends the law to allow the fine for misdemeanor convictions under the Migratory Bird Treaty Act to be up to $15,000 rather than $5000.

Consultant Team Recommendations List for July 1, 2018

1 Advanced Applied Engineering, Inc. dba Infrastructure Engineers
2 C & C Engineering, Inc. dba CNC Engineering
3 Dudek
4 G3 Quality, Inc.
5 Hushmand Associates, Inc.
6 IDC Consulting Engineers, Inc.
7 IDS Group, Inc.
8 Infrastructure Engineering Corporation
9 Jensen Hughes, Inc.
10 Kidder Mathews of California, Inc. dba Kidder Mathews
11 Kimley-Horn and Associates, Inc.
12 Kaneko & Krammer Corp. dba Koff & Associates, Inc.
13 KTU&A
14 LaBelle Marvin Incorporated
15 Little Diversified Architectural Consulting, Inc.
16 Mark Thomas & Company, Inc.
17 MTGL, Inc.
18 Nichols Consulting Engineers, Chtd.
19 NV5, Inc.
20 Okerenson Corporation
21 Parsons Transportation Group Inc.
22 Project Dimensions, Inc.
23 SA Associates
24 Sagecrest Planning and Environmental, LLC
25 Simplus Management Corporation
26 Tetra Tech, Inc.
27 Willdan Financial Services
28 Wood Environment & Infrastructure Solutions, Inc.

All firms for 7/1/2016 – 6/30/2019 are included on the following pages.

ATTACHMENT 2

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

A1 Design Engineering, Architecture and Technical Services / Civil Engineering Design	
Adams Streeter Civil Engineers	**Mark Thomas & Company, Inc.**
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	MARRS Services, Inc.
ADVANTEC Consulting Engineers, Inc.	McLean & Schultz
AECOM Technical Services, Inc.	Michael Baker International, Inc.
Alta Planning + Design	NCM Engineering Corporation
AndersonPenna Partners, Inc.	**Nichols Consulting Engineers, Chtd.**
APD Consultants, Inc.	NV5, Inc.
Associated Civil & Transportation Consulting Engineering, Inc. dba Advanced Civil Technologies	Onward Engineering
Athalye Consulting Engineering Services, Inc.	Owen Group, Inc.
BKF Engineers	**Parsons Transportation Group Inc.**
C&V Consulting, Inc.	PENCO Engineering, Inc.
Civil Works Engineers, Inc.	Pfeiler & Associates Engineers, Inc.
C & C Engineering, Inc. dba CNC Engineering	Proactive Engineering Consultants, Inc.
David Evans and Associates, Inc.	RAK Development Inc. dba Kreuzer Consulting Group
DC Engineering Group	Rick Engineering Company
Derek J. McGregor, Inc. dba DMc Engineering	RRM Design Group
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	SA Associates
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.	SOCAL Walden, Inc., dba Walden & Associates
FPL and Associates, Inc.	Stantec Consulting Services Inc.
Fuscoe Engineering, Inc.	T.Y. Lin International
GHD Inc.	Tait and Associates, Incorporated
Harris & Associates, Inc.	**Tetra Tech, Inc.**
HNTB Corporation	TKE Engineering, Inc.
Huitt-Zollars, Inc.	TranSystems
Hunsaker & Associates Irvine, Inc.	IMEG Corp. (formerly known as TTG Engineers)
IDS Group, Inc.	W.G. Zimmerman Engineering, Inc.
John M. Cruikshank Consultants, Inc. dba JMC2	Ware Malcomb
Kabbara Engineering	West Site Engineering, Inc.
Kimley-Horn and Associates, Inc.	Willdan Engineering
KPFF Inc. dba KPFF Consulting Engineers	Wilson Mikami Corporation
Little Diversified Architectural Consulting, Inc.	WRC Consulting Services, Inc.

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

A2 Design Engineering, Architecture and Technical Services / Landscape Architecture, Streetscape and Park Landscape Design and Rehabilitation Design	
Alta Planning + Design, Inc.	NV5, Inc.
BGB Design Group (formerly Borthwick Guy Bettenhausen, Inc.)	PlaceWorks, Inc.
Calvin R. Abe & Associates, dba AHBE Landscape	Rick Engineering Company
Clark & Green Associates	RJM Design Group, Inc.
Cornerstone Studios, Inc.	RRM Design Group
David Evans and Associates, Inc.	Schmidt Design Group, Inc.
David Volz Design	Spurlock Landscape Architects
Design Workshop, Inc.	Stan Smith Associates
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Stantec Consulting Services Inc.
EPTDESIGN, Inc.	STUDIO - MLA
FORMA Design Inc.	Summers/Murphy & Partners, Inc.
KTU&A	Tatsumi and Partners, Inc.
Little Diversified Architectural Consulting, Inc.	**Tetra Tech, Inc.**
Lynn Capouya, Inc.	The LCW Group Inc., dba LCW
Michael Baker International, Inc.	Troller Mayer Associates, Inc.
Monica L. Simpson, dba MS+MEgT Collaborative	Willdan Engineering
Moore Iacofano Goltsman (MIG), Inc.	WRC Consulting Services, Inc.
NUVIS	

A3 Design Engineering, Architecture and Technical Services / Traffic Signal and Traffic Signal Systems Upgrade Design	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Iteris, Inc.
Advanced Transportation Concepts Group, Inc.	Kimley-Horn and Associates, Inc.
ADVANTEC Consulting Engineers, Inc.	KOA Corporation
AECOM Technical Services, Inc.	Lin Consulting
Albert Grover & Associates, Incorporated	Michael Baker International, Inc.
David Evans and Associates, Inc.	Stantec Consulting Services Inc.
DC Engineering Group	TKE Engineering, Inc.
DKS Associates	Transpo Group USA
Fehr & Peers	TranSystems
FPL and Associates, Inc.	W.G. Zimmerman Engineering, Inc.
Hartzog & Crabill, Inc.	Willdan Engineering
Hatch Mott MacDonald, LLC	

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

A4 Design Engineering, Architecture and Technical Services / Structure and Bridge Design	
ABS Consulting	**IDS Group, Inc.**
AECOM Technical Services, Inc.	Michael Baker International, Inc.
Arcon Structural Engineers, Inc.	**Parsons Transportation Group Inc.**
Athalye Consulting Engineering Services, Inc.	Rende Consulting Group, Inc.
Biggs Cardosa Associates, Inc.	T.Y. Lin International
Cho Design Associates, Inc.	**Tetra Tech, Inc**.
David Evans and Associates, Inc.	Thornton Tomasetti, Inc.
HNTB Corporation	Willdan Engineering
IDC Consulting Engineers, Inc.	

A5 Design Engineering, Architecture and Technical Services / Survey	
Adams Streeter Civil Engineers	KDM Meridian, Inc.
BKF Engineers	Kelsurveys, Inc.
Bush and Associates, Inc.	Masson & Associates, Inc.
C&V Consulting, Inc.	Michael Baker International, Inc.
Chaudhary & Associates, Inc.	PENCO Engineering, Inc.
Coast Surveying, Inc.	Pfeiler & Associates Engineers, Inc.
D. Woolley & Associates, Inc.	Proactive Engineering Consultants, Inc.
David Evans and Associates, Inc.	Psomas
Derek J. McGregor, Inc. dba DMc Engineering	SOCAL Walden, Inc., dba Walden & Associates
Fuscoe Engineering, Inc.	Stantec Consulting Services Inc.
Guida Surveying, Inc.	TKE Engineering, Inc.
Huitt-Zollars, Inc.	Towill, Inc.
Hunsaker & Associates Irvine, Inc.	Wilson Mikami Corporation
Johnson-Frank & Associates, Inc.	

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

A6 Design Engineering, Architecture and Technical Services / Architecture and Facilities Engineering Design Services	
ABS Consulting, Inc.	Johnson Favaro, LLP
Adams Streeter Civil Engineers	KAL Architects, Inc.
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Kitchell/CEM Inc.
AECOM Technical Services, Inc.	Lionakis
ATI Engineering Services, Inc. dba ATI Architects and Engineers	M. Arthur Gensler, Jr. & Associates
Black O'Dowd & Associates Inc., dba BOA Architecture	Melzer Deckert & Ruder Architects, Inc.
Cap Architecture Inc.	Owen Group, Inc.
Choate Parking Consultants, Inc.	RJM Design Group, Inc.
Danielian Associates, Inc.	Robert R. Coffee Architect + Associates
Dougherty + Dougherty, LLP	RRM Design Group
Gwynne Pugh Urban Studio, Inc.	Rubio Medina, Architect dba RM Architecture
HMC Group dba HMC Architects	STV Construction, Inc.
Huitt-Zollars, Inc.	SVA Architects, Inc.
IBI Group Inc.	tBP/Architecture
IDS Group, Inc.	Thornton Tomasetti, Inc.
International Parking Design	IMEG Corp. (formerly known as TTG Engineers)
Jeff Katz Architectural Corporation	Walker Parking Consultants/Engineers, Inc., dba Walker Parking Consultants and Walker Restoration Consultants
Jensen Hughes, Inc.	Westgroup Designs, Inc.
John Sergio Fisher & Associates, Inc.	

A7A Environmental Planning and Consulting Services - Environmental Impact Management for Buildings	
3QC, Inc.	Engineering Economics, Inc.
DH Green Energy, Inc.	TMCx Solutions

A7B Environmental Planning and Consulting Services - Environmental Programs Assistance	
EcoNomics, Inc.	Michael Balliet Consulting, LLC
Evitarus, Inc.	MSW Consultants
HF&H Consultants, LLC	Orange County Conservation Corps
Huls Environmental Management, LLC dba Sustainable Environmental Management Company	S. Groner Associates, Inc.

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

A8 Design Engineering, Architecture and Technical Services / Energy Engineering	
DH Green Energy, Inc.	TRC Solutions, Inc.
Enpowered Solutions, LLC	
A9 Design Engineering, Architecture and Technical Services / Geotechnical, Engineering Geology, and Materials Testing Consultant Services - City Administered Development by Public Works	
AECOM Technical Services, Inc.	Koury Engineering & Testing Inc.
AESCO Technologies Inc.	**LaBelle Marvin Incorporated**
American Geotechnical, Inc.	Laguna Geosciences, Inc.
Axiom Engineering & Science Corporation	Langan Engineering and Environmental Services, Inc.
Earth Mechanics, Inc.	Leighton Consulting, Inc.
Eco & Associates, Inc.	LGC Geotechnical, Inc.
ENGEO Incorporated	**MTGL, Inc.**
Fugro USA Land, Inc.	Ninyo & Moore Geotechnical and Environmental Science Consultants
G3 Quality, Inc.	NMG Geotechnical, Inc.
Geo-Logic Associates, Inc.	Petra Geosciences, Inc.
GMU Geotechnical, Inc.	Smith-Emery Laboratories, Incorporated
Group Delta Consultants, Inc.	Tetra Tech, Inc.
Harrington Geotechnical Engineering, Inc.	The Converse Professional Group dba Converse
Heider Inspection Group	Twining Consulting, Inc.
Hushmand Associates, Inc.	Willdan Engineering
Kling Consulting Group	

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

B Project Management, Construction Management and/or Inspection Services	
Abacus Project Management, Inc.	Hill International, Inc.
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Howe, Bonney & Associates
ADVANTEC Consulting Engineers, Inc.	HR Green California, Inc.
AndersonPenna Partners, Inc.	**Infrastructure Engineering Corporation**
Annealta Group	Interwest Consulting Group, Inc.
APSI Construction Management	Jensen Hughes, Inc.
Athalye Consulting Engineering Services, Inc.	Kitchell/CEM Inc.
Axiom Engineering & Science Corporation	KOA Corporation
Burton Construction, Inc.	MCK Americas Inc.
Butier Engineering, Inc.	NV5, Inc.
CALTROP Corporation	O'Connor Construction Management Inc.
Capo Projects Group, LLC	Onward Engineering
Citadel CPM, Inc.	Padian Team Consulting, Inc.
Cumming Construction Management, Inc.	Project Dimensions, Inc.
David B. Taquino, Inc. dba Taquino Engineering	Project Partners, Inc.
Derek J. McGregor, Inc. dba DMc Engineering	Psomas
DIRTONU, Inc., dba Murow CM	R. Green Consulting, Inc.
Dudek	**SA Associates**
EC&AM Associates, Inc. dba GK & Associates	**Simplus Management Corporation**
Elizabeth Perez Consulting, LLC	Simpson & Simpson Management Consulting, Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	Stantec Consulting Services Inc.
FCG Consultants, Inc.	STV Construction, Inc.
Fountainhead Consulting Corporation	Swinerton Builders DBA Swinerton Management & Consulting
fs3|Hodges	SYRUSA Engineering, Inc.
Ghirardelli Associates, Inc.	TELACU Construction Management, Inc.
Granite Consulting, LLC	The "G" Crew
Griffin Structures, Inc.	TKE Engineering, Inc.
Harris & Associates, Inc.	Wallace & Associates Consulting, Inc.
Heider Inspection Group	Willdan Engineering

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

C Facilities Management and Engineering	
Burton Construction, Inc.	KAL Architects, Inc.
ISES Corporation	Kitchell/CEM Inc.
Jensen Hughes, Inc.	Roy Jorgensen Associates, Inc.

D1 Design Plan Check / Landscape Plan Check	
David Evans and Associates, Inc.	**Project Dimensions, Inc.**
David Volz Design	RJM Design Group, Inc.
DSL Consulting, Inc.	The LCW Group Inc., dba LCW
FORMA Design Inc.	Troller Mayer Associates, Inc.
NV5, Inc.	Willdan Engineering

D2 Design Plan Check / Map Plan Check	
Bureau Veritas North America, Inc.	Huitt-Zollars, Inc.
Coast Surveying, Inc.	Interwest Consulting Group, Inc.
CSG Consultants, Inc.	Johnson-Frank & Associates, Inc.
D. Woolley & Associates, Inc.	KDM Meridian, Inc.
Derek J. McGregor, Inc. dba DMc Engineering	Masson & Associates, Inc.
DSL Consulting, Inc.	NV5, Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	PENCO Engineering, Inc.
Harris & Associates, Inc.	Willdan Engineering
HR Green California, Inc.	

D3 Design Plan Check / Hydrology and Hydraulics Plan Check	
Annealta Group	Huitt-Zollars, Inc.
Bureau Veritas North America, Inc.	Interwest Consulting Group, Inc.
Civil Works Engineers, Inc.	Masson & Associates, Inc.
Derek J. McGregor, Inc. dba DMc Engineering	NV5, Inc.
DSL Consulting, Inc.	**Okerenson Corporation**
Dudek	PENCO Engineering, Inc.
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	**SA Associates**
Harris & Associates, Inc.	Stantec Consulting Services Inc.
HR Green California, Inc.	Willdan Engineering

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

D4 Design Plan Check / Street Improvement Plan Check	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Interwest Consulting Group, Inc.
ADVANTEC Consulting Engineers, Inc.	**Kimley-Horn and Associates, Inc.**
AndersonPenna Partners, Inc.	KOA Corporation
Annealta Group	Masson & Associates, Inc.
Athalye Consulting Engineering Services, Inc.	NV5, Inc.
Bureau Veritas North America, Inc.	Onward Engineering
Cho Design Associates, Inc.	PENCO Engineering, Inc.
Civil Works Engineers, Inc.	Rende Consulting Group, Inc.
CSG Consultants, Inc.	SA Associates
Derek J. McGregor, Inc. dba DMc Engineering	TKE Engineering, Inc.
DSL Consulting, Inc.	TranSystems
Engineering Resources of Southern California, Inc. (ERSC) (formerly APA Engineering, Inc.)	West Site Engineering, Inc.
Harris & Associates, Inc.	Willdan Engineering
HR Green California, Inc.	

D5 Design Plan Check / Traffic Engineering Plan Check	
ADVANTEC Consulting Engineers, Inc.	KOA Corporation
Annealta Group	PMK Associates, Inc.
Bureau Veritas North America, Inc.	RK Engineering Group, Inc.
DC Engineering Group	Stantec Consulting Services Inc.
Hartzog & Crabill, Inc.	TranSystems
Interwest Consulting Group, Inc.	Willdan Engineering
Iteris, Inc.	

E1 Right-of-Way Services / Acquisition Services	
Bender Rosenthal Inc.	Overland, Pacific & Cutler, Inc.
Clark Land Resources, Inc.	Paragon Partners Ltd.
CPSI (Property Specialists)	Security Land & Right of Way Services, Inc.
Epic Land Solutions, Inc.	Tierra West Advisors, Inc.

E2 Right-of-Way Services / Appraisal Services	
Bender Rosenthal Inc.	Harris Realty Appraisal
Elizabeth M. Kiley, Inc. dba Kiley Company	**Kidder Mathews of California, Inc. dba Kidder Mathews**
Ellis Group, Inc. dba Integra Realty Resources - Los Angeles	Lidgard and Associates, Inc.
Epic Land Solutions, Inc.	Valbridge Property Advisors
Gary L. Vogt & Associates	

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

F1 Assessment District Engineering Services / Formation / Reapportionment	
Albert A. Webb Associates	**NV5, Inc.**
AndersonPenna Partners, Inc.	PENCO Engineering, Inc.
Harris & Associates, Inc.	Willdan Financial Services
NBS Government Finance Group, dba NBS	

F2 Assessment District Engineering Services / Acquisition Project Oversight / Reimbursement	
AndersonPenna Partners, Inc.	Harris & Associates, Inc.
Elizabeth Perez Consulting, LLC	**Willdan Financial Services**

G1 Transportation Services / Project Development Services	
AAHK, Inc. dba AKAL Consultants	Iteris, Inc.
ADVANTEC Consulting Engineers, Inc.	KOA Corporation
AECOM Technical Services, Inc.	Land Consulting Management Corporation (Land CM Corp.)
Alta Planning + Design	LSA
Annealta Group	Michael Baker International, Inc.
Associated Civil & Transportation Consulting Engineering, Inc. dba Advanced Civil Technologies	RAK Development Inc. dba Kreuzer Consulting Group
BKF Engineers	RK Engineering Group, Inc.
CDM Smith Inc.	Stantec Consulting Services Inc.
Civil Works Engineers, Inc.	T.Y. Lin International
Fehr & Peers	Transpo Group USA
HNTB Corporation	TranSystems
IBI Group Inc.	Urban Crossroads, Incorporated
Interwest Consulting Group, Inc.	

G2 Transportation Services / On-Call Transportation Planning / Engineering Services	
Iteris, Inc.	PMK Associates, Inc.
Kimley-Horn and Associates, Inc.	Stantec Consulting Services Inc.
LSA	Transportation Engineering and Planning, Inc.

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

G3 Transportation Services / Transit Planning and Operations Services	
Evitarus, Inc.	Moore & Associates, Inc.
IBI Group Inc.	Stantec Consulting Services Inc.

G4 Transportation Services / Traffic Modeling	
Hatch Mott MacDonald, LLC	Stantec Consulting Services Inc.
Iteris, Inc.	Urban Crossroads, Incorporated
LSA	

H1 Community Development Services / Planning Review Services – Discretionary Case Processing	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Kimley-Horn and Associates, Inc.
Civic Solutions, Inc.	Lilley Planning Group, Inc.
CSG Consultants, Inc.	**Sagecrest Planning and Environmental, LLC**
Kapstone Planning, Inc.	SEMA Associates, LLC

H2 Community Development Services / Environmental Impact Analysis	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	ICF Jones & Stokes, Inc.
AECOM Technical Services, Inc.	Infrastructure Engineering Corporation
CDM Smith Inc.	Kimley-Horn and Associates, Inc.
Chambers Group, Inc.	LSA
De Novo Planning Group	Michael Baker International, Inc.
Dudek	PlaceWorks, Inc.
ECORP Consulting, Inc.	T&B Planning, Inc.
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.	Templeton Planning Group
HELIX Environmental Planning, Inc.	Tetra Tech, Inc.
Environmental Science Associates (ESA)	UltraSystems Environmental, Inc.
FCS International, Inc., dba FirstCarbon Solutions	

H3 Community Development Services / Various General Plan Elements Preparation	
Advanced Applied Engineering, Inc. dba Infrastructure Engineers	Michael Baker International, Inc.
Civic Solutions, Inc.	PlaceWorks, Inc.
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.	RRM Design Group
FCS International, Inc., dba FirstCarbon Solutions	UltraSystems Environmental, Inc.
Kimley-Horn and Associates, Inc.	

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

H4 Community Development Services / Real Estate Financial/Economic Services	
BAE Urban Economics, Inc.	R. Green Consulting, Inc.
David Taussig & Associates, Inc.	RSG, Inc.
Keyser Marston Associates, Inc.	Tierra West Advisors, Inc.
PlaceWorks, Inc.	Willdan Financial Services

H5A Community Development Services / Property Transaction Services-General Real Estate Transaction Services	
RSG, Inc.	

H5B Community Development Services / Property Transaction Services-Affordable Housing Appraisal Transaction Services	
Keyser Marston Associates, Inc.	RSG, Inc.

I1 Environmental Services / Treatment Control BMPs	
AECOM Technical Services, Inc.	Michael Baker International, Inc.
Huitt-Zollars, Inc.	**Wood Environment & Infrastructure Solutions, Inc.**
Larry Walker Associates, Inc.	

I2 Environmental Services / Pollutant Offset and Trading Programs	
Larry Walker Associates, Inc.	Michael Baker International, Inc.

I3 Environmental Services / Migratory Bird Nesting	
AECOM Technical Services, Inc.	HELIX Environmental Planning, Inc.
Chambers Group, Inc.	LSA
ECORP Consulting, Inc.	PCR Services Corporation
Endemic Environmental Services, Inc.	UltraSystems Environmental, Inc.

Consultant Team Recommendations List

July 1, 2016 thru June 30, 2019

(Firms to be Added Effective July 1, 2018 are shown in Bold)

J1 Financial Services / Financial Advisor Services	
Fieldman, Rolapp & Associates, Inc.	PFM Financial Advisors LLC
MGT of America Consulting, LLC	RSG, Inc.
Peter J. Ross dba Ross Financial	
K1 Infrastructure Management and Services / Infrastructure Management and Services	
Bucknam Infrastructure Group, Inc.	**Nichols Consulting Engineers, Chtd.**
Fugro Roadware, Inc.	
K2 Infrastructure Management and Services / Materials Reports & Pavement Visual Evaluation Services	
G3 Quality, Inc.	Fugro Roadware, Inc.
GMU Geotechnical, Inc.	
L1 Human Resources Services / Executive Recruitment Services	
Alliance Resource Consulting LLC	GVP Ventures, Inc., dba Bob Murray & Associates
Donnoe & Associates, Inc.	Ralph Andersen & Associates
L2 Human Resources Services / Employment Testing and Assessment Center Development	
CPS HR Consulting	Donnoe & Associates, Inc.
L3 Human Resources Services / Administrative Investigations	
Barry Aninag Investigations LLC	Norman A. Traub Associates
Liebert Cassidy Whitmore	Workplace Guardians, Inc.
L4 Human Resources Services / Human Resources Management Consulting	
Carlson Dettmann Consulting, LLC	**Kaneko & Krammer Corp. dba Koff & Associates, Inc.**
Donnoe & Associates, Inc.	Liebert Cassidy Whitmore
Kenning Consulting Inc.	Nesso Strategies

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") is made and entered into as of May 23, 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and _____, a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Professional Consulting Services as a City of Irvine Consultant Team member for the specialty area(s) set forth below, in accordance with PART IV, Scope of Services, included herein (reference RFP 18-1374).

- (Specialty Area(s) to be inserted)

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on July 1, 2018 ("Commencement Date") and shall continue through June 30, 2019 (or later to allow for completion of any project which commenced during the Term).

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Portia Mina, Purchasing Agent, email: pmina@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
_____, email: _____

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and

understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE		**(CONTRACTOR'S NAME)**	
By:	_____	By:	_____
Its:	Director of _____	Its:	_____
By:	_____	By:	_____
Its:	_____	Its:	_____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

Contractor Information
Address for Notices and Payments:

Attn:
Telephone:
Email:

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1. **The insurance**

and certificates submittal requirements shall apply only in the event one or more projects are awarded to the Contractor under this master Agreement.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as set forth below. **The City reserves the right to require increased insurance limits for certain high-value and/or high-risk projects relating to engineering and/or architectural design.**

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 each occurrence and $1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor

4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall

be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination By City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State

of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.13.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or City statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise

obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 **Authority**. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 **Precedence**. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.
Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of issuance of a purchase order for services to be performed hereunder and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

2) **Contractor Office Location.** Contractor must have a full-time service office in Southern California, preferably in Orange County, during the entire duration of this Agreement, including a physical address and applicable business license(s), where key staff such as project managers are located to ensure availability for meetings at City facilities as requested within a reasonable timeframe during normal business hours; with the exception of contractors approved for specialty areas J1, Financial Advisor Services, and L2, Human Resources Services/Employment Testing and Assessment Center Development, who must have an office in California.

3) **Use of Subcontractors.** Contractor must perform the majority of the primary work set forth in the scope of services for the specialty area(s) for which the Contractor has been approved as set forth herein with its own workforce (versus using subcontractors). The City may allow the use of subcontractors provided they are delineated at the time of proposal submittal, or at the time of project award if expressly included in the project proposal. Contactor shall disclose in the project proposal any and all proposed subcontractor(s), including details regarding which tasks they would perform.

4) **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is modified for Design Professionals only.**

   D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed. **Business Entities performing those professional services as set forth in California Civil Code 2782.8, as excerpted below, shall retain their Professional Liability Insurance in full force and effect for a minimum period of three (3) years after completion of any project performed hereunder.**

5) **PART II, GENERAL PROVISIONS, Section 2.2 is modified as follows:**

   The following modified Indemnification section 2.2 **applies only to Design Professional as set forth in California Civil Code 2782.8, excerpted below.**

   "Design Professionals" include all of the following:

   (A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

   (B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business

entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

2.2 Indemnification. Contractor shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 et seq.), defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless the City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including without limitation injury to or death of Contractor or Contractor's officers, agents, employees, representatives)(collectively, the "Contractor Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Contractor, any of the Contractor Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

2.2.1 Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such claims or liabilities are caused in part by the negligence, active negligence or willful misconduct of such Indemnitee.

2.2.2 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

2.2.3 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

6) **PREVAILING WAGE REQUIREMENTS**

The City is subject to prevailing wage laws which apply to those professional services providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination, including but not limited to Field Soils Materials Testers; Operating Engineers; Surveyors; and Building/Construction and Specialty Inspectors. The following requirements apply to these firms:

Prevailing wage requirements apply to public works projects including maintenance and repair work with a value exceeding $1,000.00. These requirements shall apply prior to submitting a proposal for a specific City project.

The City is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by Contractor. Contractor shall abide by all applicable California Labor Codes including Sections 1770-1781, et seq. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at http://www.dir.ca.gov/dirdatabases.html. The Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City of Irvine reminds all contractors and subcontractors of the adoption of **SB 96**, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding $25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding $15,000.00 must first be registered and pay an annual fee with the DIR. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. These requirements shall apply prior to submitting a proposal for a specific City project, rather than when submitting a proposal for inclusion on the Consultant Team Program list. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on a City public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

7) **Disadvantaged Business Enterprise (DBE) Program.** In accordance with the City of Irvine's federal financial assistance agreements with the U.S. Department of Transportation and Caltrans, the City of Irvine must comply with Title 49 CFR Part 26, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Further DBE requirements and forms shall be provided to Contractor on a per project basis for applicable projects. Should a subsequent let project include a DBE goal the proposer would be required to be responsive to the goal and all DBE submittal requirements.

It is the policy of the City of Irvine to ensure that minority, women, and other disadvantaged and small businesses can fairly compete for and perform on all the City of Irvine's contracts and subcontracts.

8) The following is added to the end of Part II, General Provisions, Section 3.3 Covenant Against Discrimination:

"Further, Contractor affirms that it will consider, and utilize subconsultants, bidders, and vendors in a manner consistent with non-discrimination objectives."

PART IV

SCOPE OF SERVICES

The Scope of Services shall be established on a per project basis and in accordance with the Scope of Services set forth in RFP 18-1374 for the Specialty Area(s) for which Contractor has been approved, as set forth in PART I, Fundamental Terms, Description of Services to be Provided. Upon request by City, Contractor shall provide a detailed project proposal including pricing consistent with, or less than, those hourly rates set forth herein; such proposal shall become an exhibit to a City issued purchase order. Contractor shall not commence work until a purchase order is issued by the City authorizing such work.

PART V

BUDGET

Pricing for each project performed hereunder shall be determined by no greater than the hourly rates set forth in ATTACHMENT 1 (approved hourly rates from proposal) and shall remain firm for the entire one (1) year term of the Agreement. The City will not reimburse for travel-related expenses.

Included in the total compensation for each project awarded are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services for each project shall be provided via City issued purchase order, and shall include all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Consultant Team Program

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

2.6

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR SENIOR CONSULTANT FOR CULTURAL TERRACE PLANNING

Interim Director, Orange County Great Park

City Manager

RECOMMENDED ACTION

1. Authorize the City Manager to award and execute a contract for a not-to-exceed amount of $486,000 to HR&A Advisors, Inc. for business plan development and tenant planning services for Orange County Great Park Cultural Terrace Planning.

2. Approve a budget appropriation in the amount of $486,000 from the Orange County Great Park unallocated fund balance for FY 2018-19.

EXECUTIVE SUMMARY

At the January 23, 2018 Orange County Great Park Board (Board) meeting, the Board authorized the release of a Request for Proposals (RFP) for a Senior Consultant offering Implementation Planning Services for the Orange County Great Park Cultural Terrace District. The Board directed staff to return with a recommended consultant for award of contract and budget appropriation (minutes from the January 23, 2018 Board meeting are included as Attachment 1). As presented at the January 23 meeting, the request focused on a two-part scope of work for implementation of the Cultural Terrace District:

1. Business Planning: Develop a strategic business plan for the Cultural Terrace District outlining a recommended mix of tenants and partners to create a world-class visitor experience, while ensuring sufficient revenues for financial sustainability.
2. Partner Identification and Integration: Lead the effort to identify, recruit and negotiate terms with specific partners and tenants that would implement the land use themes identified by the City Council. Subject to City Council direction, this effort would include both local partners already expressing an interest in the Cultural Terrace, as well as potential national and international institutions.

The RFP required respondents to submit information related to the firm's background, experience and qualifications, proposed approach to the project, references and pricing. The RFP allowed respondents to engage additional sub-consultants with specialized expertise to meet the requested scope of services (Attachment 2). The City received three proposals representing nine firms. A multidisciplinary review team evaluated the proposals. The highest rated qualified consultant team is a collaboration of three firms led by HR&A Advisors, Inc. a real estate and economic development advisory firm. The HR&A team includes Entertainment and Culture Advisors, LLC, an international advisory firm focused on market analysis, financial feasibility and open space programming for entertainment and cultural development projects; and Management Resources, an Orange County-based consulting firm focused on providing business, financial and operational planning for cultural institutions. Staff recommends an award of contract to HR&A for Cultural Terrace Implementation Planning Services and a budget appropriation in the amount of $486,000 to be allocated in the 2018-19 Great Park Operating Budget.

The consultant work will be guided by the physical site plan being developed through the Cultural Terrace Joint Studies (Joint Studies), conducted in collaboration with Five Point Communities. If the award of contract and budget appropriation are approved, the consultant will work 6-8 months in parallel with the Joint Studies, developing a business plan and financial model, and recommending a tenant mix consistent with the phasing and site layout proposed through the Joint Studies.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

This item is scheduled for consideration by the Orange County Great Park Board of Directors on May 22, 2018.

ANALYSIS

At its October 24, 2017 meeting, the Orange County Great Park Board of Directors, by unanimous vote with all members present, directed staff to develop a plan for recruitment of a Cultural Terrace Senior Consultant. The consultant's scope is focused on the implementation of the Cultural Terrace guided by the physical site plan being developed through the Joint Studies collaborative effort with Five Point Communities. (Minutes from the October 24, 2017 Board meeting are included as Attachment 3.) At its January 23, 2018 meeting, the Board authorized the release of an RFP with the primary tasks, including development of a Cultural Terrace business plan, and the identification, recruitment and lease negotiation for integration of a recommended mix of tenants and partners (Attachment 1). The business plan and tenant/partner integration plan would work together to ensure long-term financial stability of the Cultural Terrace and implementation of the land use themes identified by the City Council. More specifically, the RFP scope included the following tasks:

Business Planning

- Identify and help establish sources of revenue to fund ongoing operations such as ground leases, license agreements, special taxing/financing districts, tenant and/or business associations, philanthropy.
- Create a pro forma operating budget including projected revenue sources and costs for maintenance, programming and operations.
- Establish a recommended mix of tenants and amenity types that support long-term financial sustainability.
- Develop options for a Cultural Terrace governance strategy and operating model, which may include a City-operated scenario, use of a private operator, or a public/private hybrid approach.

Partner Identification and Integration

Upon approval, the consultant will identify potential partners to implement the uses within the Cultural Terrace including museums, cultural attractions and other amenities. This could include both local partners such as the California Fire Museum and Pretend City, as well as national and international institutions. Partnerships could be implemented through a variety of avenues, including ground leases, license agreements (a common approach for major museums to provide content and exhibitions), or operating agreements, among other means. This portion of the scope includes several subtasks as outlined below:

- Develop and execute an outreach plan to identify specific targets.
- Develop a recommended mix of specific partners based on mutual interest, financial capability, consistency with identified land use themes and site plan. Recommended mix of partners should bring sufficient development capital and ongoing revenue such that, when combined with other available resources, a financially sustainable operation is created.
- Identify physical locations for partners and a phased integration plan that is consistent with the Joint Studies Site Plan.
- Lead negotiations on the City's behalf and develop agreements with potential partners.

The senior consultant work would proceed in parallel with the Joint Studies, with the physical site plan developed through the Joint Studies process informing the business plan, partner identification and phased implementation. The consultant analysis and recommendations will be presented to the Board and City Council for consideration and policy direction.

Request for Proposals Process

The RFP was released on February 16, 2018, with proposals received on March 26, 2018. The City received three proposals comprising nine firms. The three proposals were submitted by: HR&A Advisors, Inc. with a response including Entertainment and Cultural Advisors, and Management Resources (HR&A team); Kosmont Companies, with a response including AECOM, Biederman Redevelopment Ventures, and The Museum Group; and The Pulse Group, with a response including Hotel and Leisure Advisors.

In accordance with the City's procurement procedures, an independent evaluation team, including senior managers from the Great Park team, Administrative Services and Community Development reviewed the proposals based on the following criteria, as defined in the RFP:

1. Experience and Qualifications of firm and designated project management staff, other key personnel, and sub-consultants
2. Methodology/Project Approach
3. Responsiveness to the RFP
4. Proposal Pricing

As this RFP was a request for consultant services, the procurement was not subject to sealed pricing requirements and therefore pricing is an evaluation criteria.

The evaluation team rated the HR&A proposal as the highest ranked based on the submitted information related to background, experience with similar projects, the qualifications of the lead firm and sub-consultants, project understanding and approach, and pricing (a summary of scores is included as Attachment 4). The following is a brief summary of the evaluation results:

> Kosmont Companies with AECOM, Biederman Redevelopment Ventures, and The Museum Group. Kosmont's proposal collectively included qualified and experienced staff with backgrounds in real estate transactions, public and private sector financing and economic development. Biderman Redevlopment Ventures provided experienced credentials in public space programming, governance and financial modeling with similar projects. AECOM and The Museum Group each have a strong background in cultural, recreational and institutional economic feasibility, market analysis and attraction recruitment and evaluation. The proposer provided sufficient understanding of the project and scope of work and met the baseline request for the services requested in the scope.
>
> The Pulse Group with Hotel and Leisure Advisors. The Pulse Group's proposal included qualified staff with backgrounds in market research and financial analysis and project valuation. The project approach and methodology provided a detailed focus on the financial operations modeling for land uses proposed similar to Sports

Park operations and met the minimum level of expectations for qualifications for the full scope of services requested.

HR&A Advisors, Inc. with Entertainment and Cultural Advisors, and Management Resources. In its selection of the HR&A team response as the highest rated, the evaluation team noted particular strengths based on its experience developing sustainable governance and finance models on projects similar in size and complexity to the Great Park Cultural Terrace. The HR&A team was able to provide specific and relevant examples in the areas of business plan development, financing and fundraising strategies; and demonstrated strong knowledge and relationships within the market place for world-class cultural and recreational amenities similar to potential partners at the Cultural Terrace.

Staff conducted reference checks on the HR&A team. Responses from previous clients stated that the firm exceeded expectations, including communications and outreach abilities, consensus building and quality of work product. Previous clients cited specific examples of creative problem solving, working collaboratively with diverse stakeholders, and a cost-effective approach to getting results.

HR&A Proposal Summary

HR&A Advisors, Inc., is an economic and real estate consultancy firm established in Southern California with five offices throughout the United States. The firm brings over 40 years of experience in development implementation, including large-scale cultural, civic and open space master plans. The firm's experience includes planning and strategic financing work for many iconic regional and international places such as the High Line in New York City, the Los Angeles River restoration, London's Queen Elizabeth Olympic Park, and Seattle's Central Waterfront. The HR&A team will be led by a partner with the firm, Amitabh Barthakur. Mr. Barthakur is based in Los Angeles and has 20 years of experience in urban design, economic development and implementation of large-scale civic and park projects. Mr. Barthakur is supported by a team of personnel with expertise in sustainable urban development strategies, land use, redevelopment, and public-private partnership creation.

HR&A Advisors, Inc. is the prime consultant and will act as the project manager; leading the development of the operating and financial models for the Cultural Terrace. The response includes two sub-consultants that bring complementary specialized experience, Entertainment and Culture Advisors, LLC (ECA) and Management Resources (MR). ECA is a Los Angeles-based international advisory firm focused on strategy, market and feasibility analysis for entertainment and cultural development projects. ECA provides experience supporting the multiple stages of large-scale development project planning with an emphasis on assessing market demand, facility sizing, and identifying partners from across the field of commercial and cultural recreation. ECA brings highly relevant project experience including the development of notable destinations, such as LA Live in Los Angeles, the redevelopment of the former Houston Astrodome site, and Longwood Gardens, as well as work on retail-based centers, hotels, an indoor waterpark, science

centers and other public amenities. ECA's role in the engagement is to provide analytical support for development of the business plan and identify and integrate commercial recreation tenants and partners for the Cultural Terrace.

Management Resources is based in Orange County and brings expertise in financial and operations planning for museums, expositions, and other recreational and cultural attractions. The firm's resume includes work on the National September 11 Memorial and Museum, the Field Museum in Chicago, the Aquarium of the Pacific in Long Beach, and the Walt Disney Company. Management Resources will assist the HR&A team in governance and operations planning and will bring those relationships developed in the world of cultural institutions to aid in efforts focused on identification and integration of museums and other cultural partners.

A summary breakdown of the pricing is included below:

Task 1. Business Planning and Implementation Framework $269,000

- Data and information collection
- Peer Cultural Case studies and Development Program Scenarios
- Economic, Financial, Program Assessments, Business Planning
- Proforma and Implementation Strategy Framework

Task 2. Partner Identification and Integration $217,000

- Tenant Marketing and Outreach Plan Development
- Operating Partners Identification, Solicitation, Evaluation
- Partner Physical Planning Assessment, Financial Feasibility
- Partner Evaluation, Due Diligence, Negotiations and Integration Support

Staff recommends that the Board recommend the City Council authorize an award of contract for Cultural Terrace Implementation Planning Services with the HR&A Advisors, Inc. (Agreement for Contract Services included as Attachment 5), with a not-to-exceed budget of $486,000. HR&A Advisors, Inc. will bill on an as-needed time and materials basis at hourly rates specified in the contract with a total cost not-to-exceed $486,000.

Next Steps

If the Board and City Council authorize the award of contract and budget appropriation, the HR&A team work effort would integrate with and proceed in parallel with the Joint Studies. The HR&A team's proposed methodology includes the task areas outlined below.

Business Planning and Implementation Framework (6- 8 Months)

- Development of program opportunities, characteristics and implementation framework. Evaluation includes, attractions attendance and visitor profiles, tenant

mix, market context, capital and operating funding sources, phasing and timelines, partnerships and governance.

- Define Cultural Terrace campus development program scenarios based on the key baseline components previously identified as part of the Cultural Terrace. Evaluate program mix of potential partner's recruitment potential and implementation scenarios.
- Conduct a financial assessment of development scenarios; develop a proforma-operating budget, incorporating market context, case studies, and economic benchmarks to determine scales of project revenues, sources and costs. A proforma-operating budget will test the different potential mixes of cultural, commercial and/or other revenue producing land to support long-term financial sustainability.
- Develop Cultural Terrace campus strategies for implementation, governance approaches, operating models, and partner/tenant recruitment.

Partner Identification, Solicitation, Outreach and Evaluation (6-9 months)

- Develop a preferred implementation strategy framework, a tenant recruitment, solicitation and marketing, outreach, partner assessment and integration plan for City consideration.
- Due diligence and evaluation of potential partners. Partner financial and market analysis, institutional credentials, background research.
- Provide proforma financial reassessment and physical planning integration recommendations based on preferred partners.

Partner Negotiations and Support (Timing dependent on partner identification and negotiation conclusion)

- Partner negotiation support, term sheet drafting, agreement drafting, and development phasing.

Staff will return to the Board and City Council for further policy direction at key milestones during the project development. The total expected duration would be 12 to 15 months from business plan development through partner identification and solicitation. Partner negotiation and site planning integration timeframes are dependent on finalizing agreements.

Information previously provided from potential partners including Pretend City, the California Fire Museum, Western Whitewater Adventure Park, and Botanical Gardens and the due diligence reports compiled on those groups will be provided to the consultant

team to inform its business planning and integration of potential local and national tenant integration efforts.

ALTERNATIVES CONSIDERED

The Board could choose not to engage a consultant to assist in the business planning and tenant identification for the Cultural Terrace or postpone this work effort until after the completion of the Cultural Terrace Joint Studies once a physical site plan is further developed.

FINANCIAL IMPACT

The total cost for the recommended contract is $486,000. Staff recommends funding be appropriated from the Great Park Operating Fund unallocated fund balance to the City Manager's Office, Great Park Planning budget for consulting services. If approved, the appropriation will be included with the Adopted FY 2018-19 Budget.

REPORT PREPARED BY Steve Torelli, Management Analyst II

ATTACHMENTS

1. January 23, 2018 Orange County Great Park Board Meeting Minutes
2. Request for Proposals for Orange County Great Park Cultural Terrace Implementation Planning Services
3. October 24, 2017 Orange County Great Park Board Meeting Minutes
4. Evaluation summary sheet
5. Agreement for Contract Services by and between the City of Irvine and HR&A Advisors, Inc.

MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

January 23, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on January 23, 2018 at 2:05 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	3	Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner
Absent:	2	Director:	Jeffrey Lalloway
		Director:	Lynn Schott

PLEDGE OF ALLEGIANCE

Chairman Wagner led the Pledge of Allegiance.

INTERIM DIRECTOR, OCGP, REPORT

Pete Carmichael, Interim Director, Orange County Great Park, provided a brief update on construction and forward planning, which included a status update on the Wildlife Corridor.

ATTACHMENT 1

BOARDMEMBER REPORTS

There were no Boardmember reports.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded Vice Chairwoman Fox, and unanimously carried by those members present (Directors Lalloway and Schott absent) to approve Consent Calendar Item Nos. 1.1 and 1.2.

1.1 MINUTES

ACTION:

1) Approved the minutes of a special meeting of the Orange County Great Park Board held on November 28, 2017.
2) Approved the minutes of a special meeting of the Orange County Great Park Board held on December 11, 2017.

1.2 ORANGE COUNTY GREAT PARK SPORTS PARK SCOREBOARD AND SIGNAGE AGREEMENT

ACTION:
Recommended that the City Council authorize the Mayor to execute the Orange County Great Park Sports Park Scoreboard and Signage Agreement between the City of Irvine and Heritage Fields.

2. BOARD BUSINESS

2.1 ANNUAL ELECTION OF ORANGE COUNTY GREAT PARK CORPORATION BOARD OF DIRECTORS CHAIRMAN/CHAIRWOMAN AND VICE CHAIRMAN/CHAIRWOMAN

Chairman Wagner introduced Pete Carmichael, Interim Director, Orange County Great Park, who opened the floor for nominations for the selection of the Chairman/Chairwoman for the ensuing year.

Vice Chairwoman Fox nominated Chairman Wagner to continue serving as Chairman for the ensuing year.

Noting no additional nominations, Interim Director Carmichael entertained a motion to close the nomination period.

ACTION: **Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Schott absent) to close nominations for Chairman/Chairwoman and re-elect Chairman Wagner to continue serving as Chairman for the ensuing year.**

Chairman Wagner opened the floor for nominations for the selection of the Vice Chairman/Vice Chairwoman for the ensuing year.

Director Shea nominated Vice Chairwoman Fox to continue serving as Vice Chairwoman for the ensuing year.

ACTION: By consensus of those members present (Directors Lalloway and Schott absent), Chairman Wagner closed the nomination period for Vice Chairman/Vice Chairwoman, and re-elected Vice Chairwoman Fox to continue serving as Vice Chairwoman for the ensuing year.

2.2 CONSIDERATION OF VICE CHAIR FOX'S REQUEST FOR DISCUSSION OF BICYCLE PARKING AT THE GREAT PARK

This item was agendized at the request of Vice Chairwoman Fox, who asked for Board discussion regarding the types of bicycle racks currently in use at the Orange County Great Park (OCGP) and asked for Board consideration to install a different style of bicycle racks.

Board discussion included: discussing challenges with the current bicycle racks; and suggested Commission review to explore other options for bicycle parking at the OCGP.

Lori Hoffman, Community Services Director, noted that the Community Services Commission does not typically review matters related to Great Park amenities and design features.

ACTION: Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Schott absent), to:

ACTION:
Direct staff to forward this item for Transportation Commission review to address bicycle parking and other related transportation matters at the Orange County Great Park and return to the Great Park Board for final approval.

2.3 SENIOR CONSULTANT FOR CULTURAL TERRACE IMPLEMENTATION PLANNING

Pete Carmichael, Interim Director, Orange County Great Park, and Chris Koster, Manager of Great Park Planning & Development, presented the staff report and responded to questions.

Board discussion included: questioning whether existing consultants were required to participate in the Request for Proposals (RFP) process and/or if they could work parallel with each other; and reiterated that the scope of work in the RFP was different from the work that the existing consultants were currently performing.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Lalloway and Director Schott absent), to:

Approve and authorize staff to release a Request for Proposals for Cultural Terrace Implementation Planning Services, substantially in the form attached to the staff report.

PUBLIC COMMENTS

Greg Norman Jr., Greg Norman Company, spoke about incorporating a water sports complex at the Orange County Great Park and the financial benefits to the City.

Teena Spindler, Great Park Gardens Coalition, spoke in support of a botanical garden at the Orange County Great Park, noting that the group was working with the UCLA Landscape Department to create a conceptual plan to present to the Board; and spoke about the potential for a public/private partnership.

Don Croucher, California Fire Museum, invited the Great Park Board of Directors to a fire exhibit as part of an art gallery event hosted by Santa Ana College.

ADJOURNMENT

Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Director Lalloway and Director Schott) to adjourn the regular meeting at 2:45 p.m.

CHAIRMAN

SECRETARY/CLERK OF THE BOARD

February 27, 2018
DATE

February 16, 2018

REQUEST FOR PROPOSALS for

Senior Consultant Services for Orange County Great Park Cultural Terrace Planning

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP documents downloaded from the City's website (www.cityofirvine.org/purchasing) shall be considered official, as the City must track RFP holders in the event an addendum is issued. Failure to register and download the RFP document and any addendum from the website will result in disqualification of the proposal.

Due Date and Time: **No Later than March 26, 2018 at 4:00:00 pm**

NO LATE PROPOSALS WILL BE ACCEPTED.

RFP Number: **18-1370**

This RFP number must be referenced in the proposal document, which must be submitted electronically via the City's website.

Proposal Submittal: Proposals must be submitted electronically via the City's BidsOnline system as set forth in this RFP document. (Proposals submitted by any other method such as hard copy or email will be disqualified.) Please refer to the Submittal Instructions section of this RFP for details.

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Chris Koster with a copy to Linh Lopez (as shown below) no later than March 5, 2018 at 4:00:00 p.m.

Chris Koster, Manager Great Park Planning
Email: CKoster@cityofirvine.org

Linh Lopez, Senior Buyer
Email: LLopez@cityofirvine.org

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

ATTACHMENT 2

RFP Number: 18-1370

REQUEST FOR PROPOSALS
FOR
SENIOR CONSULTANT SERVICES FOR ORANGE COUNTY GREAT PARK CULTURAL TERRACE PLANNING

Dear Proposers:

The City of Irvine (hereinafter referred to as the "City") is requesting proposals to establish a contract for Senior Consultant Services for Orange County Great Park Cultural Terrace Planning, with work to commence on or about May 15, 2018 and be completed on June 30, 2021. The City reserves the right to extend the contract for up to two (2) additional one (1) year periods.

Proposals must be submitted electronically no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which proposal(s) best meets the City's requirements.

LATE PROPOSALS WILL NOT BE ACCEPTED

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City's needs.

MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL

Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.

1) Minimum five (5) most recent years of experience performing similar services as those detailed in the Scope of Services section of this RFP.

OVERVIEW AND SCOPE OF SERVICES

This Request for Proposals is for Senior Consultant Services for Orange County Great Park Cultural Terrace Planning as set forth in Attachment I.

TERMS AND CONDITIONS

The City's standard Agreement for Contract Services is included as Attachment II. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification. (Please refer to Part III Special Provisions of Attachment II for special requirements relating to these services.)

At the discretion of the City, any or all parts of the respondent's proposal shall be made a binding part of the selected firm's contract. The City reserves the right to reject in whole or in part any of the proposals.

Time frame for submittal of insurance documents: At the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City's insurance certificate tracking company as set forth in Attachment II. If these requirements are not met, the City reserves the right to select the next best qualified firm.

ORGANIZATION OF PROPOSAL

If your proposal does not include all of the items below, it may be deemed non-responsive. The proposal will be evaluated by the City and shall include, at a minimum, the following information:

SECTION I

- **BUSINESS INFORMATION**

  State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business. List the names of principals or officers authorized to bind your firm, including position titles. The City recognizes that the requested Scope of Services may require specialized expertise that necessitates a prime firm to partner or engage additional sub-consultants to meet the request. This is permissive; however, all entities must provide complete business, personnel, experience and project approach information.

- **PERSONNEL**

  This section shall define the experience of the Principal, other key personnel and sub-consultants assigned to this project. Include resumes for all managers, supervisors, and other key individuals including sub-consultants who will comprise the management team. Demonstrate the relevant expertise and experience of each team member. The designated Principal shall be the primary contact with the City during the project. The prime consultant must perform a majority of the services. Proposer shall disclose in the project proposal any and all proposed subconsultant(s), including details regarding which tasks they would perform. Provide an organizational chart of the proposed team and responsibilities.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

  Provide information concerning your firm's, and any sub-consultant's, experience and qualifications to perform all of the services described in the scope of services. Provide evidence of your firm's and sub-consultant's abilities and accomplishments

on projects comparable to the request described in the Scope of Services. Provide information that documents your firm's overall qualifications to produce the required outcomes, including its ability, capacity, skill and familiarity with like projects and the process involved in meeting project goals and objectives.

SECTION II

- **REFERENCES**

Provide a minimum of five (5) references for work similar to this specific project within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services performed.

SECTION III

- **PROJECT APPROACH / METHODOLOGY**

Explain in detail how your firm would perform the services required as set forth herein. Demonstrate how the requirements and provisions of the scope of this project will be implemented. Demonstrate knowledge of the project's objectives and existing conditions/assumptions. Identify potential issues/challenges and the approach to minimize disruptions to performance. Present a comprehensive plan for completing the specified work in accordance with the Scope of Services. The response should demonstrate a thorough and reasoned methodology and the steps to accomplish the Scope of Services. Include a project schedule with details of each task and subtask, the timeframe for each, and the total number of calendar days from the issuance of a Notice to Proceed through project completion. Provide any additional information that communicates how your team intends to achieve the required outcomes and fulfill the responsibilities of the anticipated contract.

SECTION IV

- **PRICING PROPOSAL**

Provide a fee schedule/pricing information for the project in a not-to-exceed price format. The City shall not provide reimbursement for business or travel-related expenses; therefore, such costs must be absorbed in the hourly or lump sum fee structure. Provide hourly rates for each category of employee or subconsultant required to perform the services as set forth in ATTACHMENT I, Scope of Services.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. City reserves the right to negotiate any pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted;

annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

- **SIGNATURE**

  The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

SELECTION PROCESS

The contract award will be made after selection of one (1) respondent's proposal from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) days after receipt of proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate the proposals:

Phase 1:

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable (40%)
2. Methodology/Project Approach provided (30%)
3. Proposal Pricing (20%)
4. Responsiveness to the Request for Proposals (10%)

Phase 2 for highest-rated firm(s):

- The City reserves the right to conduct interviews with the highest-rated firm(s). In the event the City does perform an interview process, the additive weighting shall be 50%.

Phase 3 for highest-rated firm(s)

- The City will perform reference checks for similar work completed within the last five (5) years for the highest-rated firm(s), with an additive weighting of 20%.

The City reserves the right to negotiate final pricing with the highest-rated firm(s).

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets the City's needs.

SUBMITTAL INSTRUCTIONS

To download the RFP document or check for addenda, please visit the City's website at: ***cityofirvine.org/purchasing***

Click on the "Supplier Registration and Bid Opportunities" link, and then click on the "BidsOnline" link. Next, click on "Bid Opportunities" to locate and view the RFP document. (If you haven't already done so, you will be required to register as a City of Irvine vendor before downloading the RFP document.)

Proposals must be submitted as follows:

Proposals must be submitted electronically by visiting the City's website at *www.cityofirvine.org/purchasing*. Click on the "Supplier Registration and Bid Opportunities" link. Next, click the BidsOnline link and then click "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the RFP. Click on "Place eBid" and follow the instructions.

The deadline for proposal submissions is:

March 26, 2018 at 4:00:00 p.m. However, submittals may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

Late proposals will not be accepted.

- **Proposals must be submitted via the City's BidsOnline system as a single zip folder.**
- **No other form of submission will be accepted.**
- **Large files may take time to upload so plan the timing of your submittal accordingly.**
- **Failure to completely upload your documents by the deadline shall result in disqualification.**

Proposal Submittal

- Name your file "companyname" but do NOT exceed 20 characters or your file will not upload. Do not use symbols (i.e. "%" or "&" as your file may not load correctly. If your name is too long, then abbreviate. Failure to upload document shall result in disqualification.
- If the proposal contains more than one file, you should create a zip folder, containing the various PDF proposal documents.
- Name the zip folder "companyname."

To create a zip folder:

- Right click on your desktop

- Select “New,” and then “Compressed Zip Folder”
- Name the folder “companyname.”
- Drag your various proposal PDF documents into the Folder

Mac users

- Create a folder for your files and name it “companyname”
- Drag your various proposal PDF documents into the folder
- Right-click the folder and select “create archive”

Technical Support

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F, 8 am to 5 pm):

support@planetbids.com or call (818) 992-1771 ext. 0

GENERAL INFORMATION

The City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

Sincerely,

Linh Lopez
Senior Buyer

Attachments

ATTACHMENT I

SENIOR CONSULTANT SERVICES FOR ORANGE COUNTY GREAT PARK CULTURAL TERRACE PLANNING

SCOPE OF SERVICES

Background, Opportunities and Constraints

History

In 2002, the voters of Orange County voted to transform a substantial portion of the former El Toro Marine Corps Air Station (the Base) into the Great Park. As part of the disposition of the Base, approximately four thousand acres were transferred through a bid process from the Department of the Navy to Heritage Fields El Toro LLC (Heritage Fields), which then deeded approximately 1,375 acres of the Base to the City of Irvine for the Great Park. The rest of the Base is being developed for residential and commercial uses. The Great Park is in the City of Irvine and is owned and operated by the City of Irvine, under the oversight of the Orange County Great Park Board of Directors and the Irvine City Council.

The Orange County Great Park

The Orange County Great Park (the Park) is in the geographic center of Orange County, California, a diverse metropolitan community of three million located halfway between Los Angeles and San Diego. The Great Park has direct freeway and rail access, making it easily accessible to more than 21.2 million Southern California residents. The city of Irvine has the highest jobs-to-population ratio of any American city (with a population of over 100,000) and is home to more than 250,000 residents.

The Great Park today is home to significant arts and culture exhibition spaces, sports fields, agricultural fields, demonstration areas, open lawn and festival spaces. The iconic carousel is a popular draw for families and the Great Park Balloon rises 400 feet above the park offering vistas across Orange County.

Today, hundreds of thousands of visitors from all over Southern California, and beyond, enjoy the Great Park's existing array of recreational and educational opportunities and participate in shared experiences. Some of the major features include the Farm + Food Lab, a several acre demonstration garden; the Kids Rock Playground; the Palm Court Arts Complex, home to the Great Park Gallery and Artist Studios; the seven-acre North Lawn; Walkable Historical Timeline; and Historic Hangar 244. The Park is also home to recently expanded Sports Complex, with additional elements opening in the next year. The Sports + Fitness Complex includes four tournament-quality, lighted soccer fields, two of which are natural turf and two of which are synthetic grass; a restroom and facility support building; and a mile long Thrive path, an innovative health and fitness trail.

Great Park Improvement Area

The next 688 acres of the Park are in development. The first elements, including a 2,500 spectator soccer stadium, 25 tennis courts, sand volleyball and six soccer fields, opened to the public in summer 2017. Additional development to be completed within the next year include:

- Soccer: six (6) additional synthetic turf fields
- Baseball and Softball: 12 fields with dedicated stadiums for both baseball and softball including locker rooms and support facilities
- Flex Fields: Open field space that can be used for five (5) additional striped soccer fields or flex programming such as festivals and events
- Upper Bee and Bosque: 74 acres of passive trails and open space

The final phase of the Improvement area, including a 70-acre agricultural area and 178-acre golf course are anticipated to be completed in 2019.

Cultural Terrace

The Cultural Terrace is the final significant land area remaining at the Great Park that is available for planning and development. The Cultural Terrace is an approximately 250-acre area that has been the subject of significant policy discussion and public outreach over the past several years. In 2015, the Orange County Great Park Board held a study session to discuss the themes and uses at the Cultural Terrace (Exhibit A). During that meeting, the Board adopted priority goals and key programming components for the Cultural Terrace area as follows:

1. Cultural Terrace Goals - To create a world-class cultural destination for:
    - Education
    - Culture
    - Entertainment
    - Social Interaction
    - Innovations
    - Art
    - History

2. Key Components
    - Amphitheater
    - Lake
    - Library
    - Museums
    - Outdoor Festival/ Multi-event space (year-round)

In 2017, a county-wide public outreach was conducted. The outreach effort included several public meetings and a telephone survey. The results of the public outreach

affirmed many of the Boards priority uses and elicited some new ideas. The complete public outreach reports are attached as Exhibit B.

The City seeks a Senior Consultant to develop an implementation plan for the Cultural Terrace. The Senior Consultant will identify and integrate partners to implement the land use themes identified by City Council, including museums, cultural attractions, and other amenities as well as planning for long-term operations and administration of the Cultural Terrace District. The implementation plan will be based on a physical site plan to be developed collaboratively with the City and the developer of remaining base property, Heritage Fields. This collaborative site planning process is called the Cultural Terrace Joint Studies.

Contractor shall perform the services as set forth below.

Task 1. Business Planning

1.1 Develop a strategic business plan, operating and governance model for the Cultural Terrace
   a) Identify and help establish sources of revenue to fund capital investment and ongoing operations which may include ground leases, license agreements, philanthropy, financing or other special districts, tenant or business associations.
   b) Create a *pro forma* operating budget including projected revenue sources and costs for maintenance, programming, and operations.
   c) Establish a recommended mix of tenants and amenity types that support long-term financial sustainability.

1.2 Develop options for Cultural Terrace governance strategy and operating model which may include a City-operated scenario, use of a private operator, or a public/private hybrid approach.

Task 2. Partner Identification and Integration

2.1 Identify potential partners to implement the land use themes within the Cultural Terrace including museums, cultural attractions, and other potential amenities. This could include both local partners as well as national and international institutions. Such partners could be implemented through a variety of means, including ground leases, licensed content, operating agreement or other means as identified in the governance, operating and financial model.
   a) Develop and execute an outreach plan to identify specific targets
   b) Develop a recommended mix of specific partners based on mutual interest, financial capability, consistency with identified land use themes and site plan development
      1) Recommend a mix of partners that will bring sufficient development capital and ongoing revenue such that, when combined with other available resources, a financially sustainable operation is created for the Cultural Terrace plan

2) Recommend a mix of partners that will generate sufficient ongoing revenue to ensure long-term financial operating sustainability of the Cultural Terrace

2.2 Identify locations for partners integrated within the Joint Studies Site Plan to maximize potential of the Cultural Terrace

a) Develop a phasing plan to guide timing and integration of partners consistent with the Joint Studies Site Plan, financing availability, and timing for construction of infrastructure

b) Lead negotiations with potential partnership on the City's behalf

ATTACHMENT II
AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of _____ 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and _____, a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Senior Consultant Services for the Orange County Great Park Cultural Terrace in accordance with PART IV, Scope of Services, included herein (reference RFP 18-1370).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on May 15, 2018 ("Commencement Date") and shall continue through June 30, 2021. The City reserves the right to extend this Agreement for up to two (2) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster, email: CKoster@CityofIrvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
_____, email: _____

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force

or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE		**CONTRACTOR'S NAME**	
By:		By:	
	Pete Carmichael		
Its:	Director of Community Development	Its:	
By:		By:	
	Grace K. Leung		
Its:	City Manager Pro Tempore	Its:	

Attest:

By:

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

Attn:
Telephone:
Email:

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Services and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Contractor’s performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter “City and City Personnel”) as additional insured for claims arising out of Contractor’s performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 each occurrence and $1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor’s performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer’s right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and

agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a

"Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 **Precedence**. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.
Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

2) **Live Scan Fingerprinting Requirements.** Prior to commencing services, Contractors are required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Irvine Human Resources with the background check results and subsequent records for review. Contractors must obtain a Contractor's badge issued by the City of Irvine Human Resources prior to performing work.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I. (TO BE INSERTED AFTER CONTRACT AWARD)

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.
(TO BE INSERTED AFTER CONTRACT AWARD)

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed $_____**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Senior Consultant Services for OCGP Cultural Terrace Planning

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

October 24, 2017
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on October 24, 2017 at 2:03 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	5	Director:	Jeffrey Lalloway
		Director:	Lynn Schott*
		Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner

* Director Schott arrived at 2:08 p.m.

PLEDGE OF ALLEGIANCE

Vice Chairwoman Fox led the Pledge of Allegiance.

DIRECTOR, OCGP, REPORT

Pete Carmichael, Director, Orange County Great Park, provided a brief update on construction and forward planning.

Board discussion included: questioning the status of the Wildlife Corridor; and suggested that a completion timeline and pictures for the Wildlife Corridor be provided at the next Board meeting.

Director Carmichael noted that Phase I of the Wildlife Corridor was underway, while Phase II was in the planning process.

BOARDMEMBER REPORTS

There were no Boardmember reports.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried to approve Consent Calendar Item No. 1.1.

1.1 MINUTES

ACTION:
Approved the minutes of a special meeting of the Orange County Great Park Board held on September 26, 2017.

2. BOARD BUSINESS

2.1 CULTURAL TERRACE JOINT STUDIES CONCEPTUAL MASTER PLAN AND IMPLEMENTATION FRAMEWORK

Pete Carmichael, Director, Orange County Great Park, and Chris Koster, Manager, presented the staff report and responded to questions.

Prior to public comments, Chairman Wagner reiterated the need for the best and highest uses in the Cultural Terrace.

Dr. Steven Choi, California Assemblymember, 68th District, spoke in support of upholding actions taken by the Orange County Great Park Board at its April 24, 2015 Workshop.

Don Croucher and Marco Mack spoke in support of a fire museum and learning center.

The following individuals spoke in support of botanical gardens:

Teena Spindler, Irvine resident
Angela Liu, Garden Grove resident
Betty Ferraro
Chris Lovell
Marie Connors, Irvine resident
Patricia Matz, Irvine resident
Michele Jacknik
Christine Comp
Kay Havens

The following individuals spoke in support of a Western Whitewater Works facility:

Brandon Ripley
Scott Shipley
Jeffrey Gustin
Billy Whitford, Newport Aquatic Center
Dale Olson, Team River Runner
Doug Tully, University of California, Irvine

Mike Riedel, Wild Rivers, spoke in support of Western Whitewater Works and Pretend City facilities.

Margie Wakeham, Families Forward, spoke in support of shared space for nonprofit organizations.

Sandra Bolton, Pretend City, spoke in support of Pretend City.

Patrick Strader, Starpointe Ventures, reiterated Heritage Fields' participation in the joint studies with respect to the Cultural Terrace.

Laurie Dunlay and Virginia Harvey submitted Request to Speak slips but did not speak.

Board discussion included: reiterating that a master developer would not conflict with tenants that have already been reviewed and approved; noted that a master developer could assist with evaluations; questioned the master developer selection process and whether more entitlement would be granted in exchange; reiterated the need to undertake tenant due diligence; and suggested the need for a fiscal analysis.

ACTION: Moved by Director Shea to:

> Direct staff to move forward with the joint studies and priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center and Western Whitewater Works, as well as botanical gardens, a museum, a metropolitan library, and others identified at the April 24, 2015 Workshop.

Motion failed for lack of second.

Additional Board discussion included: questioning costs related to land leases for previously approved and future tenants; reiterated that while the joint studies agreement was part of the Second Adjacent Landowner Agreement (ALA II), the City was under no obligation to implement its recommendations; inquired about how to develop a tenant priority system; questioned whether an analysis was being conducted of already approved tenants; suggested seeking public/private partnerships; reiterated most popular amenities, including a lake and botanical gardens; stated a preference for implementation efforts rather than further delays; expressed a preference to attract and retain amenities that would be sustainable and financially feasible in the long-term; suggested a systematic approach through the tenant selection process that would include seeking national opportunities; inquired about whether a master developer was suggested based on the understanding that Heritage Fields/FivePoint Communities was removing itself from the joint studies; expressed concerns about potential delays if a master developer was approved; reiterated that lease terms with certain entities had not been approved by the Board; inquired about the list of priorities determined at the April 24, 2015 Workshop (Workshop), including botanical gardens and a metropolitan library; questioned if the selection of a master developer would still allow moving forward with tenants already approved; stated a preference for a senior consultant rather than a master developer; and expressed concern that funding for Pretend City could be in jeopardy based on any additional delays.

Pete Carmichael, Director, Orange County Great Park, noted that the City was advised in September that Heritage Fields/FivePoint Communities was removing itself from the joint studies, and as a result, was suggesting the development of a plan for recruiting a Cultural Terrace master developer; and that an economic profile of individual tenants could be conducted by AECOM’s economic team.

Sean Joyce, City Manager, noted that the tenants listed in Recommended Action No. 3 were consistent with memos submitted by Boardmembers; and that assistance from a consultant would provide a market reality perspective. He also reiterated that selection of a master developer would not include additional entitlement.

ACTION: Moved by Director Lalloway, seconded by Chairman Wagner, to:

1) Direct staff to develop a plan for recruiting a Cultural Terrace senior consultant and return to the Orange County Great Park Board of Directors (Board) for consideration.
2) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
3) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to undertake tenant due diligence after a senior consultant is selected, with priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center, and Western Whitewater Works (and others as may be deemed appropriate at this time).
4) Recommend that the City Council authorize a budget appropriation in the amount of $60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 3 above) at the appropriate time.

ACTION: A substitute motion was made by Vice Chairwoman Fox, seconded by Director Shea, to:

1) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
2) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to AECOM to undertake tenant due diligence, with priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center, and Western Whitewater Works (and others as may be deemed appropriate at this time).

3) Recommend that the City Council authorize a budget appropriation in the amount of $60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 2 above) at the appropriate time.

ACTION: A friendly amendment to the substitute motion was made by Director Shea, accepted by Vice Chairwoman Fox as the maker, seconded by Director Shea, to:

1) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
2) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to AECOM to undertake tenant due diligence after a master developer is selected, with priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center, Western Whitewater Works, and 59-acre botanical gardens (and others as may be deemed appropriate at this time).
3) Recommend that the City Council authorize a budget appropriation in the amount of $60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 2 above) at the appropriate time.

The motion failed as follows:

AYES:	2	BOARDMEMBERS:	Fox and Shea
NOES:	3	BOARDMEMBERS:	Lalloway, Schott and Wagner
ABSENT:	0	BOARDMEMBERS:	None

Following discussion, Director Lalloway amended his motion.

ACTION: An amendment to the main motion was moved by Director Lalloway, and accepted by Chairman Wagner as the seconder, to:

1) Direct staff to develop a plan for recruiting a Cultural Terrace senior consultant and return to the Orange County Great Park Board of Directors (Board) for consideration.
2) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.

3) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to undertake tenant due diligence after a senior consultant is selected. All potential opportunities shall be considered at that time.
4) Recommend that the City Council authorize a budget appropriation in the amount of $60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 3 above) at the appropriate time.

ACTION: A friendly amendment was made by Director Fox, accepted by Director Lalloway as the maker and Chairman Wagner as the seconder, and unanimously carried to:

1) Direct staff to develop a plan for recruiting a Cultural Terrace senior consultant and return to the Orange County Great Park Board of Directors (Board) for consideration.
2) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
3) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to undertake tenant due diligence. All potential opportunities shall be considered at that time.
4) Recommend that the City Council authorize a budget appropriation in the amount of $60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 3 above) at the appropriate time.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

Moved by Director Lalloway, seconded by Director Shea, and unanimously carried to adjourn the meeting at 4:59 p.m.

CHAIRMAN

SECRETARY/CLERK OF THE BOARD

December 4, 2017
DATE

18-1370 - Senior Consultant Services for Orange County Great Park Cultural Terrace Planning Summary of Scores

Proposer	Experience & Qualifications (40)	Methodology/ Project Approach (30)	Responsiveness to the RFP (10)	Total (80)
HR&A Advisors	37	25	10	72
Kosmont & Associates, Inc. dba Kosmont Companies	32	25	10	67
The Pulse Group	25	25	9	59

Proposer	Proposal Pricing (20)
The Pulse Group	20
HR&A Advisors	10
Kosmont & Associates, Inc. dba Kosmont Companies	5

Proposer	Evaluation Total (100)
HR&A Advisors	82
The Pulse Group	79
Kosmont & Associates, Inc. dba Kosmont Companies	72

ATTACHMENT 4

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of May 23, 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and HR&A Advisors, Inc., a New York corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Senior Consultant Services for the Orange County Great Park Cultural Terrace in accordance with PART IV, Scope of Services, included herein (reference RFP 18-1370).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on July 2, 2018 ("Commencement Date") and shall continue through June 30, 2021. The City reserves the right to extend this Agreement for up to two (2) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster, email: CKoster@CityofIrvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Amitabh Barthakur email: abarthakur@hraadvisors.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE		**HR&A ADVISORS, INC.**	
By:		By:	
	Pete Carmichael		
Its:	Director of Community Development	Its:	
By:		By:	
Its:	City Manager	Its:	

Attest:

By: _____

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

Contractor Information
Address for Notices and Payments:

700 S. Flower Street, Suite 2995
Los Angeles, CA 90017

Attn: Amitabh Barthakur
Telephone: (310) 581-0900
Email: abarthakur@hraadvisors.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Services and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Contractor’s performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter “City and City Personnel”) as additional insured for claims arising out of Contractor’s performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 each occurrence and $1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor’s performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer’s right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and

agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a

"Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 **Precedence**. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.
Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

2) **Live Scan Fingerprinting Requirements.** Prior to commencing services, Contractors are required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Irvine Human Resources with the background check results and subsequent records for review. Contractors must obtain a Contractor's badge issued by the City of Irvine Human Resources prior to performing work.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

Contractor shall perform the following services:

Task 1. Business Planning

1.1 Develop a strategic business plan, operating and governance model for the Cultural Terrace
   a) Identify and help establish sources of revenue to fund capital investment and ongoing operations which may include ground leases, license agreements, philanthropy, financing or other special districts, tenant or business associations.
   b) Create a *pro forma* operating budget including projected revenue sources and costs for maintenance, programming, and operations.
   c) Establish a recommended mix of tenants and amenity types that support long-term financial sustainability.

1.2 Develop options for Cultural Terrace governance strategy and operating model which may include a City-operated scenario, use of a private operator, or a public/private hybrid approach.

Task 2. Partner Identification and Integration

2.1 Identify potential partners to implement the land use themes within the Cultural Terrace including museums, cultural attractions, and other potential amenities. This could include both local partners as well as national and international institutions. Such partners could be implemented through a variety of means, including ground leases, licensed content, operating agreement or other means as identified in the governance, operating and financial model.
   a) Develop and execute an outreach plan to identify specific targets
   b) Develop a recommended mix of specific partners based on mutual interest, financial capability, consistency with identified land use themes and site plan development
      1) Recommend a mix of partners that will bring sufficient development capital and ongoing revenue such that, when combined with other available resources, a financially sustainable operation is created for the Cultural Terrace plan
      2) Recommend a mix of partners that will generate sufficient ongoing revenue to ensure long-term financial operating sustainability of the Cultural Terrace

2.2 Identify locations for partners integrated within the Joint Studies Site Plan to maximize potential of the Cultural Terrace
   a) Develop a phasing plan to guide timing and integration of partners consistent with the Joint Studies Site Plan, financing availability, and timing for construction of infrastructure
   b) Lead negotiations with potential partnership on the City’s behalf

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed $486,000.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Senior Consultant Services for OCGP Cultural Terrace Planning

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	HR&A Advisors, Inc
Signature:	
Title:	
Address:	700 S. Flower Street, Suite 2995, Los Angeles, CA 90017

PROJECT APPROACH & SCOPE

PROJECT UNDERSTANDING & APPROACH

The Cultural Terrace has the potential to be Irvine's, and the region's, new cultural heart, alongside the sports and recreation amenities already planned and underway elsewhere at Great Park. The City has set forth ambitious goals for the project that, if realized, will further strengthen Irvine's place as a regional job attractor for a generation to come. Cultural destinations within a context such as the broader Great Park development can create attractions to increase tourist visitation, expand cultural and recreational offerings for new and existing residents, and provide job opportunities. It is evident from community feedback that there is public support for a broad range of cultural uses that can provide these benefits to the community.

The business plan for the Cultural Terrace should fulfill the vision originally set forth by City leaders and supported by the community but must also return revenue – in the form of ground lease, tax revenue, and payments in lieu of taxes, etc. – to the City in consideration of its investments already made to date in the Cultural Terrace, beginning with the City's annexation of the former Marine Corps Air Station El Toro. A sound Great Park business plan will be based on an evaluation of all potential uses and seek to balance uses, such as cultural institutions, that likely require public subsidy and/or provide little net revenue to the City, with those market-supportable uses that may be more commercial in nature while returning positive revenue. The business plan will also identify a strategy for implementation, including funding sources and financing mechanisms that are best suited to promote development, and priority actions for the first phase, which may include public investment in campus-wide infrastructure or amenities that support development or partner interest. Lastly, similar to other district-scale developments that join the resources and aspirations of the public and private sectors, the implementation of the Cultural Terrace will require a sound organizational strategy that clarifies roles and responsibilities for the City and its partners – from capital planning and construction, to programming, operations, and maintenance.

To equip the City with decision-making tools to advance implementation, HR&A has proposed a collaborative project approach, described in detail below, that focuses on using market knowledge, experience, and analysis to frame decisions. Our team combines decades of experience in public-private partnership implementation strategies, market studies and tenanting strategies for cultural, entertainment, civic, and commercial attractions, and the operational considerations unique to cultural and entertainment uses in Southern California.

There are certain challenges anticipated in approaching this work:

- First, the Senior Consultant Team will need to determine if cultural uses with community support will be market-supportable based on current market trends. The Senior Consultant Team's approach is to understand the various factors that impact the attractiveness of a use – degree of community support, potential for branding for the City, and revenue generation among them – and ultimately achieve a mix of potential tenants that can balance one another.
- Second, the Senior Consultant Team may need to explore certain non-cultural program uses (as appropriate or allowed), including hotel or commercial development, to support the "balance" described above; some of these uses may not enjoy broad community support, but the Senior Consultant Team will assist the City in weighing both the opportunities and challenges of considered program uses.
- Third, the City, along with the Senior Consultant Team, will need to come to agreement as to a reasonable set of scenarios to consider to test overall proforma operating budget outcomes for the Great park campus. Again, the Senior Consultant Team will seek to frame both the opportunities and challenges associated with scenario elements in order to facilitate decision-making.
- Fourth, the Senior Consultant Team anticipates that at certain points in the process described below, it will be advantageous to provide updates to key members of City leadership or executive staff, given the multidisciplinary and likely cross-agency effort that may be involved. While we defer to the City as to these presentations, we have not built those meetings into the overall timeline.

- Last, to ensure smooth, efficient, and effective communication among the Senior Consultant Team and the City, we would recommend bi-weekly project management check-in conference calls, to be led by the Senior Consultant Team in coordination with the City's project manager and others as needed. We anticipate that major workshops as described below will take place in person in Irvine.

PROPOSED SCOPE OF WORK

TASK 1. BUSINESS PLANNING & IMPLEMENTATION FRAMEWORK

Task 1.A. Data Request and Collaborative Team Kickoff

- **1.A.1. Data Request.** Senior Consultant Team will submit a data request, which may include, as available:
  - Information about Great Park or Cultural Terrace Campus ("Campus") planning, needed infrastructure and costs, and existing planning/development partnerships
  - Information summarizing the obligations of each party under the adjacent landowner agreement with Five Point Communities
  - Previously completed conceptual site plans, vision plans, and/or buildout program
  - Existing estimates of site-level operating costs and responsibilities
  - Prior real estate market studies conducted by the City or its partners
  - Cultural or other tenant proposals received for Cultural Terrace (including Pretend City, etc.)
  - Information about existing municipal financing mechanisms and the use in Irvine of mechanisms such as special districts, CFD, special hotel districts

- **1.A.2. Collaborative Kickoff Meeting.** Senior Consultant Team will convene and lead a collaborative kickoff meeting, which will include the Senior Consultant Team, City team, and Joint Studies team. During this meeting, the Senior Consultant Team will:
  - Discuss and confirm project goals, key milestones, critical issues, and work plan
  - Collaborate with City team to confirm a baseline program scenario (which, as written in the RFP, will include an amphitheater, lake, library, museum(s), and outdoor festival/multi-event space) for further evaluation in subsequent tasks
  - Provide confirmed Team work plan following Kickoff Meeting

Task 1.A Timing: Within 14 days of NTP

Task 1.A Deliverables: Submission of data request and Team attendance at and facilitation of the collaborative kickoff meeting

NOTE: In the following tasks, the Senior Consultant Team assumes that the City will serve as master developer for overall implementation of the Great Park Cultural Terrace campus. However, there are a range of implementation approaches that the City could pursue, including the recruitment of a private, third-party master developer who would manage development implementation on the City's behalf. This, and other potential approaches, will be a key consideration to be discussed during the two business planning workshops described on the following pages. Should the City wish to pursue an alternative implementation approach, the Senior Consultant Team is happy to facilitate this exploration, which would some refinement and revision of the following tasks and sub-tasks, particularly Task 2.

Task 1.B. Peer Cultural Campus Case Studies and Campus Development Program Alternatives

- **1.B.1. Peer Cultural Campus Case Studies.** The Senior Consultant Team will identify a preliminary list of relevant cultural campuses and the characteristics of their implementation frameworks to be studied and provide these to the City team for their review and confirmation of relevance for study. Implementation characteristics to be evaluated may include: attraction attendance profiles, tenant mix, market context, capital and operating funding sources, capital phasing and timeline, partnerships, and governance. Potential case studies therefore may include Exposition Park (Los Angeles, CA), Tanglewood Park (Lenox, MA), and Sarasota Bayfront Park (Sarasota, FL). HR&A will lead case study review of up to 4 relevant cases which may include cultural campuses and hybrid cultural/commercial models. ECA and MR will contribute content relating to commercial entertainment and cultural uses within precedent cases, respectively. Relevant findings from the Senior Consultant Team's case study research will be summarized in a briefing book, which will provide the City team with an understanding of success factors for the cultural campuses studied.

- **1.B.2. Business Planning Workshop 1.** The Senior Consultant Team will convene a workshop with the City team to present key findings from the case studies and key economic factors research and refine program priorities and goals. To supplement the case studies, the Senior Consultant Team will also present a broad overview of key economic considerations that influence the development characteristics of cultural and commercial attractions, based on the our breadth of experience with the implementation of cultural campuses that are relevant to the Great Park context. This may include benchmarks regarding the scale of revenue generated by attractions at peer campuses, the scale of capital investment generally required, and the amount of physical space required to accommodate specific types of cultural and commercial attractions.

  With these key findings and considerations established, we will work with the City team to define up to three Campus Development Program Alternatives, which will be variations of the baseline programming scenario (as confirmed during the Collaborative Kickoff Meeting) that are refined based on findings from the case studies. The Campus Development Program Alternatives will allow the Senior Consultant Team to evaluate potential opportunities and challenges associated with variations in the proportion of programming elements associated with the baseline programming scenario.

  Through this work session, the Senior Consultant Team hopes to develop a stronger understanding of the City team's priorities related to overall goals and particular program elements. This will be critical as the Senior Consultant Team works with the City team to evaluate potential trade-offs associated with each program mix in terms of partner recruitment potential and overall implementation plausibility. The three Campus Development Program Alternatives will then be tested against benchmarks for implementation plausibility in Task C, so that the Senior Consultant Team can help the City team arrive at a Preferred Development Program Alternative that is most likely to generate a strong response from high-quality operating partners or tenants.

- *[Optional]* **1.B.3. Peer Cultural Campus Tour & Interviews**. Tour of one or more cultural campus facilities that could offer lessons for Great Park. Some potential campuses could include:
  - Exposition Park – Los Angeles, CA
  - Golden Gate Park – San Francisco, CA
  - The Presidio – San Francisco, CA

Task 1.B Timing: Within 56 days following Task 1.A conclusion [within 70 days or more with optional Task 1.B.3]

Task 1.B Deliverables: Case studies briefing book; Senior Consultant Team attendance at Business Planning Workshop 1; and a memorandum memorializing outcomes from Business Planning Workshop 1

Task 1.C. Campus Development Program Alternatives Economic Benchmarking

- **1.C.1. Market Context and Competitive Environment of Great Park.** The Senior Consultant Team will conduct a high-level market scan to evaluate potential market support for cultural, commercial entertainment, and commercial real estate components of the three Campus Development Program Alternatives (as confirmed during Business Planning Workshop 1). Specifically, the Senior Consultant Team will:
    - Review the scale and profile of the available resident and overnight tourist market segments in the region and will discuss the implications for attracting development;
    - Evaluate competitive and complementary commercial entertainment and cultural attractions in the market area to determine their likely impact on competitiveness of proposed attraction developments at Great Park;
    - If appropriate, evaluate potential market support for other revenue-generating real estate uses
    - Provide a high-level assessment of market support for the three Campus Development Program Alternatives; and
    - Present key findings from this analysis and research during Business Planning Workshop 2, described below.

- **1.C.2. Financial Assessment of Campus Development Program Alternatives.** The Senior Consultant Team will conduct a high-level financial assessment of the three Campus Development Program Alternatives. Specifically, we will develop a proforma operating budget for Great Park, from the perspective of Great Park as landlord and operator, incorporating inputs from the case studies, market scan, and benchmarks to determine scales of project revenues, sources, and costs. We anticipate that this proforma operating budget will be used to test how likely the different mixes of cultural, commercial and/or other revenue-producing land uses will support the long-term financial sustainability of Great Park Cultural Terrace. We will then present key findings from this analysis to the City team at Business Planning Workshop 2.

- **1.C.3. Business Planning Workshop 2.** Senior Consultant will convene a second business planning workshop with the City team to establish key implementation principles, which will be guided by findings from the preceding tasks. The Senior Consultant will first present key findings related to the market scan and then discuss findings of the economic evaluation of the Campus Development Program Alternatives, including a review of key program characteristics, high-level economic implications, risks and rewards, and high-level implementation considerations associated with each Program Alternative. After developing a shared understanding of these findings and considerations, the Senior Consultant Team will lead a workshop to identify a Preferred Campus Development Program Alternative and to discuss potential development implementation models, governance approaches, operating models, and operating partner/tenant recruitment approaches.

- **1.C.4. Implementation Strategy Framework Memorandum.** The Senior Consultant Team will memorialize decisions and/or principles established during Business Planning Workshop 2, including describing the Preferred Campus Development Program Alternative, in a memorandum that will serve as a roadmap for implementation beginning with immediate next steps. The Senior Consultant Team assumes that the City will be playing the role of master developer and lead the recruitment of individual operating partners. We will first provide a draft Memorandum for review and comment by the City team, after which we will produce a final Memorandum that integrates feedback and comments from the City team.

Task 1.C Timing: Within 70-84 days following Task B conclusion[1]

Task 1.C Deliverables: PowerPoint presentation summarizing findings from Tasks 1.C.1 and 1.C.2; Senior Consultant Team attendance at Business Planning Workshop 2; and draft and final Implementation Strategy Framework Memorandum

TASK 2. PARTNER IDENTIFICATION AND INTEGRATION

Task 2.A. Pre-Solicitation Market Sounding and Outreach

- **2.A.1. Tenant Outreach Plan.** Guided by the Implementation Strategy Framework Memorandum, the Senior Consultant Team will develop a Tenant Outreach Plan with support from ECA and MR. The Tenant Outreach Plan will include a list of potential operators and operating partners who are likely to respond, organized into up to four tenant categories. Potential tenant categories may include (a) museums and cultural institutions, (b) commercial entertainment attractions, (c) live event venues, and (d) commercial real estate users. The Senior Consultant Team will also prepare a briefing that summarizes the vision and value proposition of the Great Park Cultural Terrace opportunity to be used in Task 2.D.2, below.

- **2.A.2. Targeted Market Sounding and Outreach.** The Senior Consultant Team will conduct up to four outreach calls per tenant category established in the Tenant Outreach Plan. In each call, the objectives will be to introduce or build awareness of the potential opportunities at the Cultural Terrace, gauge specific interest, and better understand physical and other requirements for each tenant category.

Task 2.A Timing: Within 70-84 days following Task 1.C conclusion, assuming Great Park Board sign-off within that time period

Task 2.A Deliverables: Draft and final Tenant Outreach Plan and memorandum summarizing (anonymized) results of outreach activities

NOTE: The following tasks and subtasks assume that a single solicitation, which may include both a Request for Qualifications ("RFQ") and Request for Proposals ("RFP"), will be issued for the first phase of implementation. The exact structure, timing, and complexity of the procurement process, however, will be contingent upon the Senior Consultant Team's findings as well as decisions made by the City team in the preceding tasks. Therefore, the following tasks are proposed solely as an illustrative procurement framework, which will likely need to be revised in consultation with the City team at the conclusion of Phase I. Note also that the total time required to complete the entirety of the procurement process will be dependent upon the scheduling of Great Park Board meetings as well as any presentation or meeting requirements regarding the approval the RFP, selection of partner(s), and negotiated terms and agreements.

[1] Following conclusion of Task 1, the Senior Consultant Team anticipates that the Great Park Board will review work prepared during Task 1 in order to affirm the directions and approve a task order for continuation to Task 2. Scope description herein assumes a continuous progression with no significant delay in the timeline due to the required approvals (from the Great Park Board, City Council, or others as needed), but the Team acknowledges that such approvals may be advisable or necessary; as such, **the timing noted in Task 2 descriptions are intended to provide information about the duration of the respective tasks rather than provide milestones for completion of tasks.**

Task 2.B. Operating Partner Solicitation and Evaluation

- **2.B.1. Issuance of RGQ/RFP.** HR&A will manage a public RFQ/RFP solicitation process to procure a partner (or, potentially, a team of partners) that will implement the first phase of Cultural Terrace development. Tasks will include drafting of solicitation documents, support for the announcement of the RFP release, support for the execution of a pre-bid conference, coordination of Q&A, and receipt and coordination of submittals.

- **2.B.2. Respondent Evaluation and Due Diligence.** The Senior Consultant Team will provide technical assistance for evaluation of up to four (4) proposals, preparing a summary evaluation matrix for the City team's review. The Senior Consultant Team will review information provided by respondents and conduct additional background research, as needed, to understand critical information such as firm/institution credentials, prior projects, financial wherewithal and outcomes of participation in similar projects. The length of time required to complete this review will be dependent on the frequency of Board meetings, number of desired reviews, and the number of leadership groups involved. The Senior Consultant team's expects that our evaluation will be used by the City team to make a final selection of a preferred partner(s).

- **2.B.3. Financial Feasibility Re-Assessment.** HR&A will refine the previous proforma financial model with inputs provided by respondents.

- **2.B.4. Physical Planning Assessment.** The Senior Consultant Team will collaborate with the City team, preferred partners, and, if appropriate, Joint Studies design partners, to determine appropriate locations on site for preferred partners.

Task 2.B Timing: Within 112-168 days (4-6 months) following Task 2.A conclusion, assuming Great Park Board approval within that time period.

Task 2.C. Partner Negotiations

- **2.C.1. Negotiations Support.** HR&A will lead negotiations with preferred partner(s) to establish final development phasing and agreement terms. Related tasks may include:
    - Facilitating Best and Final Offer (BAFO) process
    - Supporting term sheet drafting & negotiations
    - Supporting agreement drafting & negotiations

Task 2.C Timing: Within 168 days (6 months) following Task 2.B conclusion

PRICING PROPOSAL

TEAM FEE BY TASK

TASK 1. BUSINESS PLANNING AND IMPLEMENTATION FRAMEWORK		
Task 1.A. Data Request and Collaborative Team Kickoff	$	20,000
1.A.1 Data Request		
1.A.2 Collaborative Kick-Off Meeting		
Task 1.B. Peer Cultural Campus Case Studies and Campus Development Program Alternatives	$	80,000
1.B.1. Peer Cultural Campus Case Studies		
1.B.2. Business Planning Workshop 1		
[Optional] 1.B.3. Peer Cultural Campus Tour & Interviews		
Task 1.C. Campus Development Program Alternatives Economic Benchmarking	$	119,000
1.C.1. Market Context and Competitive Environment of Great Park.		
1.C.2. Financial Assessment of Campus Development Program Alternatives.		
1.C.3. Business Planning Workshop 2.		
1.C.4. Implementation Strategy Framework Memorandum		
Task 1 Subtotal	**$**	**219,000**
TASK 2. PARTNER IDENTIFICATION AND INTEGRATION		
Task 2.A. Pre-Solicitation Market Sounding and Outreach	$	56,500
2.A.1. Tenant Outreach Plan.		
2.A.2 Targeted Market Sounding and Outreach		
Task 2.B. Operating Partner Solicitation and Evaluation	$	117,500
2.B.1. Issuance of RGQ/RFP.		
2.B.2. Respondent Evaluation and Due Diligence		
2.B.3. Financial Feasibility Re-Assessment		
2.B.4. Physical Planning Assessment		
Task 2.C. Partner Negotiations	$	43,000
2.C.1. Negotiations Support		
Task 2 Subtotal	**$**	**217,000**
Total Project Fee (Task 1 & 2 without Optional Task 1.B.3)	**$**	**436,000**
Optional Task 1.B.3	*$*	*50,000*
Total Project Fee with Optional Task	**$**	**486,000**

HOURLY BILLING RATES BY FIRM

HR&A Advisors	Rate
Chair/Vice Chair	$430
Other Officers/Partners	$330
Principals	$300
Directors	$275
Senior Analysts	$210
Analysts	$165
Research Analysts	$145
Analyst Fellows	$145
Administrative	$105

Entertainment+Culture Advisors	Rate
Principal	$350
Senior Associate	$220
Senior Analyst	$120

Management Resources	Rate
Principal	$300
Vice President	$250
Senior Associate	$200
Associate	$150

2.7

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: AQUATICS AND ATHLETICS FACILITY RESERVATION POLICIES

Director of Community Services

City Manager

RECOMMENDED ACTION

1. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO REPEAL THE COMMUNITY SERVICES DEPARTMENT'S EXISTING "PUBLIC SPORTS FACILITIES RESERVATION AND FEE POLICY" AND ADOPT A NEW COMMUNITY SERVICES DEPARTMENT "AQUATICS FACILITY RESERVATION POLICY" AND A NEW COMMUNITY SERVICES DEPARTMENT "ATHLETICS FACILITY RESERVATION POLICY"

EXECUTIVE SUMMARY

As part of its Strategic Plan, the Community Services Department (Department) initiated a review and update of Department reservation policies. These policies, formatted as one comprehensive document, have provided department guidance for the reservation of City spaces for more than a decade. As the City has grown and the needs of the community have evolved, updates to improve policy clarity and to promote consistent application and congruence with current City practices is necessary. The single document is being split into three distinct policies to address the unique needs of indoor and outdoor space reservations, aquatic facilities, and athletic amenities that have evolved over time. The proposed athletic and aquatic policies complete this effort and are consistent with the format of the new Community Facilities Reservation Policy adopted by the City Council on November 14, 2017. These proposed policies provide an effective framework for the administration of reservation permits to provide equitable and reasonable access to the City's aquatic and athletic facilities.

The proposed Aquatics Facility Reservation Policy (Aquatics Policy), presented as Attachment 1, governs reservations and the scheduled use of the William Woollett Jr. and Northwood High School Aquatics Centers. The proposed Athletics Facility Reservation Policy (Athletics Policy), presented as Attachment 2, governs reservations and the scheduled use of all City fields, courts and supporting amenities, excluding the Orange County Great Park.

There are no proposed changes to reservation categories or fees at this time. Most updates are administrative, providing consistency with the new Department policy formatting. Outdated policy language has been removed from the proposed Aquatics Policy to reflect current City lifeguard staffing standards. Prior to 2015, lifeguards were not staffed during aquatic user group times, such as swim club team practices, clinics, and swim meets. The City implemented new lifeguard staffing and safety standards in 2015 based on recommendations from the U.S. Department of Health and Human Services Model Aquatic Health Code requiring lifeguards to be staffed during all water activities. Since implementation, the lifeguard staffing costs have been absorbed by the City. City aquatic organizations supported the safety updates and understood that these costs, associated with their specific use, would be passed on to the groups upon updating of the policy. If approved by City Council, the proposed policy revisions will be adopted by resolution (Attachment 3).

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its May 2, 2018 meeting, the Community Services Commission, by unanimous vote, recommended the City Council approve a resolution (Attachment 3), to adopt the Aquatics Facility Reservation Policy and the Athletics Facility Reservation Policy.

The Irvine Sports Committee and Irvine Aquatics Advisory Board reviewed the policy revisions at their regular meetings in April 2018 and are supportive of the updates.

ANALYSIS

The Public Facilities Reservation and Fee Policies were established by the City Council in 1976 with the aim of providing fair and reasonable access for reservations of public facilities. The Irvine Sports Committee and Irvine Aquatics Advisory Board were both established in the late 1970s. These advisory bodies provide input and guidance on the scheduling and use of aquatic and athletic amenities within the City.

The proposed policies have been reformatted for consistency and clarity, and updated to reflect best practices and the unique nature of the requests for team activities, camps, tournaments, and special events at the City's athletics and aquatics facilities. To clarify the policies and unique needs of these reservations, the Athletics Policy was created to reflect the specific requirements for sports fields and courts, and the Aquatics Policy was tailored to meet the reservation requests in the City's aquatics centers.

The proposed policies address:

- Reservation Permit Categories
- Calendar/Timelines for Reservation Requests
- Policies for Payments, Deposits, Insurance, Cancellations and Changes
- Permit and Site Requirements

Athletics Policy

The proposed Athletics Policy has been updated and is consistent with the formatting of the new Community Facilities Reservation Policy. The proposed Athletics Policy involves no change in fees, permit categories, or the requirements for individuals, teams or organizations reserving City fields, courts and supporting amenities.

Aquatics Policy

The proposed Aquatics Policy reflects the practices that the City implemented in 2015 to comply with the U.S. Department of Health and Human Services Model Aquatic Health Code pool safety recommendations. Per the recommendations, the City updated its safety standards resulting in the City scheduling certified lifeguards for all water activities taking place within the aquatic centers. Previously, the City's practice allowed for local organizations, such as swim clubs and teams, to supervise team activities with water-safety certified coaches, in place of City lifeguards. The language regarding this outdated City practice has been removed from the proposed policy to reflect current standards.

These changes were supported by local aquatic organizations upon implementation as the City placed a higher emphasis on safety while allowing coaches to focus on training athletes and communicating with participants. These changes were reviewed, discussed and supported by the Irvine Aquatics Advisory Board at its meetings on August 12, 2015 and January 27, 2016. With these new lifeguard staffing requirements, organizations understood and acknowledged in 2015 that they would be responsible for the lifeguard costs associated with their reservations upon adoption of the policy update. Many of the groups adjusted participation fees in preparation.

While organizations supported the change in supervision standards, the costs associated with lifeguarding these activities have been absorbed by the City pending the formal adoption of the policy updates. Staffing costs will only be assessed to groups when additional staff are scheduled to accommodate the group's specific use. The fees, already adopted by City Council, allow for assessing hourly rates for lifeguards services and staff to provide appropriate levels of supervision. No changes in fees are being recommended at this time.

In preparation for updating and implementing the Aquatics Policy, staff held discussions individually with the six local aquatic organizations and discussed the updated policy at the April 2018 Irvine Aquatics Advisory Board meeting. The Aquatics Policy is now consistent with the current requirements for lifeguards, the Model Aquatics Health Code, and the City's updated standards for supervision of aquatics reservations. If the Aquatics Policy is approved, lifeguard costs will be invoiced to local aquatics organizations beginning January 2019. No other changes are recommended for fees, permit categories, or other requirements for reservation of the City's aquatics centers.

ALTERNATIVES CONSIDERED

The City Council may request additional information and/or modifications to either policy.

FINANCIAL IMPACT

The implementation of the Aquatics Policy is estimated to recover $100,000 annually in City personnel costs for lifeguard staffing.

REPORT PREPARED BY Ed Crofts, Community Services Manager
Sheila Driscoll, Community Services Manager

ATTACHMENTS

1. Proposed Aquatics Facility Reservation Policy
2. Proposed Athletics Facility Reservation Policy
3. City Council Resolution No. 18-XX

PROPOSED

COMMUNITY SERVICES POLICY

Aquatics Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing the City's aquatics facilities for the enjoyment of the public. The Aquatics Facilities Reservation Policy (Policy) is established to ensure that the use of City facilities 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to City aquatics facilities. In accordance with IMC Sec. 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted*.

The intent of this Policy is to guide the use of reservable aquatics facilities by residents, community organizations, businesses and non-resident users. City athletic, parks and other special use facilities are not governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Sec. 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Department shall implement and administer the Policy as adopted by the City Council. Aquatics reservation fees and charges are reviewed and approved by the City Council.

ATTACHMENT 1

4.0 RESERVATION PERMIT CATEGORIES

The resident and non-resident permit categories below define the assignment of fees, and scheduling priority.

Category I
City sponsored and co-sponsored events, agencies with a Joint Use Agreement with the City, and events conducted by official United States Military with an Irvine address or serving Irvine. Applicants do not pay rental fees unless the use imposes additional expenses to the City; however, extended-hours rates and other fees may apply.

Category II
Irvine-incorporated nonprofit youth aquatics organizations with participation equal to or exceeding 57 percent Irvine residents.

Category III
Irvine schools and colleges, their clubs and department activities, events and programs (credit or non-credit). Irvine-incorporated, nonprofit civic, social, and cultural/religious organizations with at least 51 percent Irvine residents.

Category IV
Irvine resident private parties and events; fundraisers, social events, and political events that represent Irvine.

Category V
Irvine businesses and profit-making organizations; non-Irvine incorporated, nonprofit, civic, social and religious organizations; non-Irvine schools, their clubs, organizations and committees; non-resident private party activities.

Category VI
Non-Irvine businesses and profit-making organizations or companies; non-resident political candidate or political party use (i.e., fundraisers, work parties, social events).

Commercial and Profit Seeking Permits
Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall be invoiced at Category V or VI reservation rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Aquatics facilities are scheduled through seasonal allocations to meet the community needs for City programs and local youth aquatics organizations (Category I, II and III). Seasonal allocation schedules are reviewed by the Irvine Aquatics Advisory Board (IAAB) at its regular quarterly meetings.

Aquatics Permit Application and Agreement forms shall be submitted a minimum of thirty (30) days prior to quarterly scheduled IAAB meetings. Requests received with less than

thirty (30) days notice, or events requested to be held on City observed holidays, may be accommodated subject to space availability, staffing, and reservation logistics.

Applications for swim meets, tournaments, special events, clinics and camps separate from daily practice schedules shall be submitted thirty (30) days prior to IAAB meetings. Special event reservations approved by the City and IAAB supersede all scheduled group workouts. Groups displaced by events will be relocated to different pools as space permits.

6.0 PERMIT REQUIREMENTS

As determined by the City, public and private events such as national/international championships, festivals, carnivals, or other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold Harmless Agreement and Certificate of Worker's Compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, stages, fences, tents)
- Additional requirements and City department approvals as identified by the City

Additional Staff

To ensure the safety of all participants and guests, and to maintain a quality standard of supervison, lifeguard services are required for all water activities at the City's aquatics facilities. Lifeguard Service is defined as on-deck supervision of water activities by City lifeguards. Fees for lifeguard services are charged to the organization utilizing the service (except those meeting Category I requirements).

The number of lifeguards required for an activity or event shall be based on the City's Aquatics Supervision Standards and will be determined at the time of application approval. Lifeguard services shall be billed to the applicant on a quarter-hour, per staff member basis.

In addition to lifeguard personnel, reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the facility, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

Tournament, Meet and Special Event Permits

Events and tournaments drawing tourism to Irvine aquatics centers with out-of-town athletes, teams, officials, spectators, and staff, must meet the requirements below to qualify for Category I through V rates. Tournament and event organizers who do not meet these requirements will be invoiced at Category VI rates. Requirements to qualify for Category I through V rates are as follows:

a) Organizations must contact Destination Irvine to review accommodations with Irvine hotels.
b) Organizations directing teams to lodging and accommodations must direct teams to Irvine accommodations, and provide documentation demonstrating these efforts.
c) Organizations not meeting these requirements will be invoiced in accordance with Category VI reservation rates.
d) Priority for future events will not be provided to organizations not meeting all of the requirements above.

7.0 FEES, PAYMENTS, DEPOSITS AND INSURANCE

Fees

Aquatics fees, as referenced in this Policy, are listed in the Public Facilities Fees, Deposits and Capacities. Private instruction may be conducted by Category I, II, and III organizations during the organization's allocated pool time. Organizations will be required to provide compensation to the City equal to ten (10) percent of all gross revenues.

Payments

Facility reservation fees for Category I through III organizations must be paid within thirty (30) days of the end of the reservation. Reservation fees for Category IV through VI organizations must be paid prior to permit issuance, a minimum of thirty (30) days in advance of use. Future reservations may be cancelled or denied for organizations with outstanding balances.

Deposits

Facility applicants may be required to pay a deposit at the time of application. Deposits will be refunded following the event assuming all conditions set forth in the permit are fulfilled.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed directly to the applicant.

Insurance

The City may require liability insurance for reservations of City aquatics facilities. Insurance requirements are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
5 days or more	100%	100%
4 days or less	100%	0%
No Show	0%	0%

All cancellations incur a processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice is considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Changes

Reservation changes include, but are not limited to: date, time, rooms, pools, hours of reservation, number of teams/attendees, and amenities. One change is permitted at no charge; a processing fee will be charged for each subsequent change.

Changes	Processing Fee
31 days or more	One no charge; $30 per change thereafter
30 days or less	First change 25 percent of total deposit; $30 per change thereafter.

On the day of the event, additional fees shall be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time.

a) Fees charged shall be 150 percent of the applicable hourly rate.
b) Category II and III organizations are billed at the non-operating hours rate per area used.

No refunds or credits for early departure from a scheduled reservation.

9.0 RESERVATION HOURS

Regular operating hours for City aquatics facilities are separated into two seasons; School Year and Summer. The School Year season begins the Tuesday following Labor Day and continues through the Friday prior to Memorial Day. The Summer season begins the Saturday prior to Memorial Day and continues through Labor Day. The hours of operation for William Woollett Jr. and Northwood High School Aquatics Centers are as follows:

School Year Season	Woollett	Northwood
Monday – Friday	6 a.m. – 8 p.m.	4 p.m. – 8 p.m.
Saturday and Sunday	8 a.m. – 12 p.m.	8 a.m. – 12 p.m.

Summer Season	Woollett	Northwood
Monday – Friday	6 a.m. – 8 p.m.	12 p.m. – 8 p.m.
Saturday and Sunday	8 a.m. – 4 p.m.	8 a.m. – 4 p.m.

Reservations outside these regular operating hours will be billed at the non-operating hours rate in accordance with the Public Facilities Fees, Deposits and Capacities.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation requests shall be submitted via approved City application and agreement forms. Applicants must be at least 21 years of age and when applicable, the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Unless stated otherwise, reservation periods are in quarter-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees. In these instances, the City reserves the right to reject future applications.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided in an alternate pool or aquatics facility. When alternate pool space is not available or are not acceptable to the applicant, an alternate date or refund will be provided.

A reservation may be cancelled by the City when an organization is out of compliance with any City policy. A confirmed reservation may be cancelled before or during an event due to unsafe conditions and/or actions of participants. When appropriate, a mutually-agreeable alternate date or a pro-rated refund may be arranged.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

All Category I, II, and III organizations and coaches are responsible for understanding and adhering to the requirements in the Aquatics Group Users Handbook.

Occupancy Levels and ADA Accommodations

To ensure safety of guests, it is important to observe the maximum capacity of all facility areas as established by the Orange County Fire Authority. Events exceeding maximum limits are subject to immediate closure. Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City facilities, except in designated smoking areas.

Emergency Response
Applicants may be held responsible for all charges related to a police or fire department response associated with the actions and behavior of participants during the reservation.

Inspection and Condition Facilities
Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or facility amenities, including grass and foliage, will be deducted from the reservation deposit and/or billed to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages occurred above the deposit amount.

No candles or open flames, tape, nails, staples, etc., are permitted on the walls, ceilings, windows, or furniture of any facility unless approved by the site supervisor at the time of the pre-event site walk-through. Rice, confetti, glitter, or birdseed-throwing is not allowed. The applicant will be held responsible for any damage to the facility.

Reservation Walk-Through
The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least fourteen (14) days prior to the reservation. Caterers and special event coordinators should also attend the site meeting. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Equipment Rental
Additional equipment may be available for rent in conjunction with a reservation. Equipment rentals cannot be guaranteed and are arranged directly with staff at the reservation walk-through meeting. Fees and/or deposits are required and must be paid no later than the day of the event.

Concession Stand Use
Concession stand use must be requested on the application. Warming of prepared food is allowed in the concession stand but all kitchen supplies must be provided by the applicant. Refrigerator space may be limited due to use by City programs; discuss usage with the on-site meeting contact. Refer to the Public Facilities Fees, Depostis and Capacities list for concession stand rates.

Additional Permits and Licenses
Applicants are responsible for obtaining any necessary permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, and Vendor Permit.

Loading/Unloading and Deliveries
Motorized vehicles may be permitted on facility grounds for loading and unloading of supplies only with prior approval of the site supervisor. Community Services staff is not authorized to sign for any deliveries. Deliveries must be made within the reservation time only and the applicant must accept all deliveries.

Mobile Food Trucks
Mobile Food Trucks must be approved during the application process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising
For any event advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: "This event is a private reservation and is not endorsed or sponsored by the City of Irvine." A copy of the flyer and/or electronic communication must be submitted for approval. Use of the City logo is restricted and requires advance written approval of the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions
Public facilities are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the facility in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions associated with an approved reservation, must be approved via the special event permit process.

Vendors
Individuals or businesses displaying or selling items, or providing a service (including mobile food trucks and caterers) must have a reservation permit or be under an applicant who has a reservation permit. Vendors must be licensed to conduct business activity in Irvine, must provide proof of a current City Business License and pay a vendor fee per event. Contact Regulatory Affairs at 949-724-6310 for information regarding securing a Business License.

The event applicant is responsible for submitting proof of Business License(s) to the site supervisor or designee at time of the reservation walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems
Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems must be approved during the application process (IMC Section 3-4125).

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires a permit. Applicants must also submit a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired by the applicant to shoot a sports events is not required to obtain a Film Permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. If the photographer is making images available for sale, or arranging to make images for sale following the event, the photographer must secure a Vendor Permit from Community Services. The filming/photography location must

be returned to its original condition immediately after the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Film Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

Permits for alcohol associated with reservation of a sports field or court is limited. When reservation permits are approved for alcohol, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

13.0 SECURITY SERVICES

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

Clean-up following a reservation must be accomplished by the end of the approved permit time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to City Council approved policies and agreements that establish separate user reservation relationships and arrangements for specific programs and/or entities.

PROPOSED

COMMUNITY SERVICES POLICY

Athletics Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing the City's athletics facilities for the enjoyment of the public. This Athletics Facility Reservation Policy (Policy) is established to ensure the use of City facilities 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to City public facilities. In accordance with IMC Sec. 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted.*

The intent of this Policy is to guide the use and reservations of athletic facilities by residents, community organizations, businesses and non-residents. With the exception of the Orange County Great Park, all City of Irvine fields, courts and their supporting amenities are governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Sec. 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Department shall implement and administer the Athletics Facility Reservation Policy as adopted by the City Council. The fees and charges associated with this Policy are reviewed and approved by the City Council.

ATTACHMENT 2

4.0 RESERVATION PERMIT CATEGORIES

The resident and non-resident permit categories below define the assignment of fees, and scheduling priority.

Category I
City sponsored and co-sponsored events, agencies with a Joint Use Agreement with the City, and events conducted by official United States Military with an Irvine address or serving Irvine. Applicants do not pay rental fees unless the use imposes additional expenses to the City; however, extended-hour rates and other fees may apply.

Category II
Irvine-incorporated nonprofit youth sports organizations with participation equal to or exceeding 90 percent Irvine residents. To qualify, organizations must meet and fulfill all team and organization requirements of the City's Allocation Procedure for Sports Facilities.

Category III
Irvine schools and colleges, their clubs and department activities, events and programs (credit or non-credit); Irvine-incorporated nonprofit civic, social, and cultural/religious organizations with participation equal to or exceeding 51 percent Irvine residents.

Category IV
Irvine resident private party activities and events; fundraisers, social events, and political events that represent Irvine.

Category V
Irvine businesses and profit-making organizations; non-Irvine incorporated, nonprofit, civic, social and religious organizations; non-Irvine schools, their clubs, organizations and committees; non-resident private party activities.

Category VI
Non-Irvine businesses and profit-making organizations or companies; non-resident political candidate or political party use (i.e., fundraisers, work parties, social events).

Commercial and Profit Seeking Permits
Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall be invoiced at Category V or VI reservation rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Field/Court Allocations
Athletics facilities are provided in allocations seasonally to meet community needs for City programs and local youth sports organizations (Category I and II). Seasonal

allocation schedules are reviewed by the Irvine Sports Committee at its regular meetings in January and July.

Tournament Permit Requests

Requests of Category I and II organizations, and requests for international/national championship caliber events, and destination events drawing tourism and team travel to Irvine will receive priority. These requests may be submitted up to 18 months in advance. Other tournament requests will be considered and approved during the seasonal allocation process.

Other Permit Requests

Following the allocation of fields and courts for Category I and II organizations, reservation requests are accepted and processed on a first-come, first-served basis. Requests are accepted beginning at 8:00 a.m. on July 1 annually. The City will determine which days, times, and fields are available for reservation based on other scheduled use, field capacity, and maintenance requirements.

Requests to reserve a field or court must be received a minimum of thirty (30) days prior to the scheduled activity/event. Requests received with less than (30) days' notice may be accommodated as time and conditions allow. Upon receipt and review of all required documentation, City staff will confirm approval of the reservation in writing.

6.0 PERMIT REQUIREMENTS

As determined by the City, public and private events such as opening day ceremonies, national/international events, festivals, carnivals, or other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold Harmless Agreement and Certificate of Worker's Compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, stages, fences, tents)
- Additional requirements and City department approvals as identified by the City

Additional Staff

Reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the park, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

Tournament Permit Requirements

City sports facilities are provided to meet the needs of the Irvine community. As space is available, tournament permits will be granted in the following priority: requests of Category I and II organizations, international/national championship caliber events, and destination events drawing tourism and team travel to Irvine.

Priority requests of organizations in good standing, will receive first consideration for returning tournament dates, but dates and fields cannot be guaranteed. As time permits, all tournaments will be reviewed by the Irvine Sports Committee.

Tournaments and events that draw tourism to Irvine with out-of-town teams, officials, spectators and staff, must meet the requirements below to qualify for tournament rates within this Policy.

a) Organizations must contact Destination Irvine to review accommodations with Irvine hotels.
b) Organizations directing teams to lodging and accommodations must direct teams to Irvine accommodations, and provide documentation demonstrating these efforts.
c) Organizations not meeting these requirements will be invoiced in accordance with Category VI field reservation rates.
d) Priority for future events will not be provided to organizations not meeting all of the requirements above.

Local youth sports organizations, as defined in the Allocation Procedure for Sports Facilities, may host no more than two (2) tournaments per calendar year at Category II rates. Category II tournament rates only apply to brackets or flights involving one (1) or more Irvine-based team. All brackets or flights not involving an Irvine-based team will be invoiced at Category IV tournament rates.

Camp/Clinic Permit Requirements

As space allows, requests for camps and clinics are considered following the completion of the allocation schedule. Clinics and camps may not exceed fifty (50) participants per field. Exceptions may be granted upon written approval of the athletics supervisor.

Local youth sports organizations, as defined in the Allocation Procedure for Sports Facilities, may host one (1) clinic or camp per calendar year at Category II rates. The camp or clinic must be available to current participants only. Category II camps and clinics that do not qualify Category II rates will be invoiced at 10 percent of the registration fees collected, or the Youth Sports Clinics and Camps Fee, whichever is greater. Camps and clinics of Category II organizations are required to document and verify participant residency. Residency is required to determine fees for these camps and clinics (see fee schedule for details).

7.0 FEES, PAYMENTS, DEPOSITS AND INSURANCE

Fees and Payments

The reservation fees referenced in this Policy are listed in the City Council approved Public Facilities Fees, Deposits and Capacities.

With the exception of tournaments, reservation fees must be paid fourteen (14) days prior to the reservation. Tournament fees must be paid no later than thirty (30) days prior to the event. Tournament invoices for Category II organizations will be generated immediately following the event, and payment is due no later than thirty (30) days following the event.

Deposits

Applicants must pay a deposit at the time of application. Deposits will be refunded following the event assuming all conditions set forth in the permit are fulfilled. On-going reservations require a standing deposit via a credit card on file, or payment equal to double the normal event deposit. On-going reservation deposits are not refunded until after the final reservation date.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposit. Any damages to, or defacement of City facilities, equipment and/or park amenities, such as dugouts, backstops, goals, field turf, and court surfacing will be deducted from the deposit and/or billed to the applicant at rates equal to cover repair or replacement costs, as determined by the City. The City reserves the right to bill applicant for damages and costs incurred above deposit amount.

Insurance

The City requires applicants to provide liability insurance for an activity/event. Insurance requirements are determined based on the City's risk assessment of the activity/event. Insurance requirements vary by the type of event, facility, and number of anticipated guests; and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Field/Court cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
5 days or more	100%	100%
4 days or less	50%	0%
No Show	0%	0%

Tournament cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
14 days or more	50%	100%
13 days or less	0%	100%

All cancellations incur a $30 processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice is considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Changes

Reservation changes include, but are not limited to: date, time, fields, courts, number of teams/attendees, and amenities. One change is permitted at no charge; a processing fee will be charged for each subsequent change.

On the day of the event, additional fees will be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time. With the exception of tournaments, no refunds or credits will be issued for early departure from an approved reservation permit.

9.0 RESERVATION HOURS

The hours shown below are identified as regular hours for reservation of athletic facilities:

Lighted Facilities	4 p.m. – 10 p.m. (Monday – Friday) 7 a.m. – 10 p.m. (Saturday and Sunday)
Unlighted Facilities	4 p.m. – Dusk (Monday – Friday) 7 a.m. – Dusk (Saturday and Sunday)

The sports field light curfew is 11:00 p.m. The Community Services Department will carefully consider request for light use beyond 10:00 p.m.; however, under no circumstances will reservations or activities extend beyond 11:00 p.m.

City sports facilities are closed on recognized City holidays, with the exception of Martin Luther King Day and Veteran's Day. Applicants may request use of fields and courts on Holidays, subject to the extended hour rates.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation permits are required for use of City facilities (except in areas where drop-in use is permitted), and for all gatherings with 50 or more people (IMC Section 3-4-123).

Reservation requests shall be submitted via approved City application and agreement forms. Applicants must be at least 21 years of age, and when applicable the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Unless stated otherwise, reservation periods are in one-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees, and the City reserves the right to reject future applications.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided at an alternate field, court or park site. When alternate facilities are not available or are not acceptable to the applicant, an alternate date or refund will be provided.

A reservation may be cancelled by the City when an organization is out of compliance with any City policy. A confirmed reservation may be cancelled before or during an event due to unsafe conditions and/or actions of participants. When appropriate, a mutually-agreeable alternate date or a pro-rated refund may be arranged.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

90' Baseball Fields

90' Baseball Fields at Windrow and Cypress Community Park are designated for youth teams, 18 years of age or younger only.

Occupancy Levels and ADA Accommodations

To ensure the safety of guests, to accommodate maintenance needs, and to ensure preservation of City sports facilities, applicants are required to observe the maximum capacity of reserved facilities. Field and court capacity shall be determined by the City during the application process. Room capacity has been established by the Orange County Fire Authority and cannot be adjusted to meet the needs of a reservation. Events exceeding capacity are subject to immediate closure.

Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City parks, except in designated smoking areas.

Emergency Response

Applicants may be held responsible for all charges related to a police or fire department response associated with the actions and behavior of participants during the reservation.

Drop-In Activities

Unreserved outdoor athletics facilities are available for drop-in use by private parties on a first-come, first-served basis. Reservations have priority over drop-in/walk-on activities. Organized use of fields or courts, such as officiated games, uniformed teams, organized

team practices, or activities offered or associated with a for-profit or nonprofit organization is prohibited without an approved reservation. Stadium fields, lighted sports fields and batting cages are not available for drop-in activities. Drop-in use may be limited to accommodate maintenance needs of the turf on lighted soccer fields.

Inspections and Condition of Facilities

Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or park amenities will be deducted from the reservation deposit, and/or invoiced to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages incurred above the deposit amount.

Reservation Walk-Through

The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least thirty (30) days prior to the reservation. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Equipment Rental

Additional equipment may be available for rent in conjunction with a reservation. Equipment rentals cannot be guaranteed and are arranged directly with staff at the reservation walk-through meeting. Fees and/or deposits are required and must be paid no later than the day of the event.

Concession Stands

Use of concession stands must be requested at the time of application. Concession stands typically are equipped with refrigerators, freezers, and ice machines. As available, this equipment is included with reservation of the Concession Stands. While the City provides ongoing maintenance of this equipment, the City will not be responsible should the equipment be unavailable due to maintenance issues. All supplies and utensil needs for the operation of concession stands is the responsibility of the applicant. Refer to the rental fee list for concession stand rates.

Additional Permits and Licenses

Applicants are responsible for obtaining all necessary permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, Vendor Permit and Bounce House Permit.

Loading/Unloading and Deliveries

Motorized vehicles may be permitted on facility grounds for loading and unloading of supplies only with prior approval of the site supervisor. City staff is not authorized to sign for deliveries. Deliveries must be made within the reservation time unless prior arrangements were arranged with the site supervisor.

Mobile Food Trucks

Mobile Food Trucks must be approved during the application process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising

For any event advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: "This event is a private reservation and is not endorsed or sponsored by the City of Irvine". A copy of the flyer and/or electronic communication must be submitted for approval. Use of the City logo is restricted and requires advance written approval of the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions

Public facilities are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the park in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions associated with an approved reservation must be approved during the application process.

Vendors

Individuals or businesses displaying or selling items, or providing a service (including mobile food trucks and caterers) must have a reservation permit or be under an applicant who has a reservation permit. Vendors must be licensed to conduct business activity in Irvine, must provide proof of a current City Business License, and pay a vendor fee per event. Contact Regulatory Affairs at (949) 724-6310 for information regarding securing a Business License. The event applicant is responsible for submitting proof of Business License(s) to the site supervisor, or designee, at the reservation walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems

Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems must be approved during the application process (IMC Section 3-4-125).

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired by the applicant to shoot a sports events is not required to obtain a Film Permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. If the photographer is making images available for sale, or arranging to make images for sale following the event, the photographer must secure a Vendor Permit from Community Services. The filming/photography location must be returned to its original condition immediately after the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Film Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

Permits for alcohol associated with reservation of a sports field or court is limited. When reservation permits are approved for alcohol, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

13.0 SECURITY SERVICES

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

Clean-up following a reservation must be accomplished by the end of the approved permit time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to other City Council approved policies and agreements that establish separate user reservation relationships and associated fees for specific programs and/or entities.

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO REPEAL THE COMMUNITY SERVICES DEPARTMENT'S EXISTING "PUBLIC SPORTS FACILITIES RESERVATION AND FEE POLICY" AND ADOPT A NEW COMMUNITY SERVICES DEPARTMENT "AQUATICS FACILITY RESERVATION POLICY" AND A NEW COMMUNITY SERVICES DEPARTMENT "ATHLETICS FACILITY RESERVATION POLICY"

WHEREAS, the City of Irvine's Community Services Department is responsible for managing the City of Irvine parks and facilities for the enjoyment of the public; and

WHEREAS, state law and provisions of the City of Irvine Charter and Irvine Municipal Code authorize the collection of fees to defray the costs of providing certain City programs and services; and

WHEREAS, pursuant to Section 3-4-102 of the Irvine Municipal Code, the Community Services Department "may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public"; and

WHEREAS, the City has policies that govern certain types of fees for the Community Services Department's programs, services, activities, and facilities, such as the "Cost Recovery Policy for Community Services Programs, and Services" (adopted November 28, 2017 through City Council Resolution 17-84), the "Public Sports Facilities Reservation and Fee Policy" (adopted November 14, 2017 through City Council Resolution 17-80), and the "Community Facilities Reservation Policy" (also adopted November 14, 2017 through City Council Resolution 17-80); and

WHEREAS, the City Council now desires to repeal the Community Services Department's "Public Sports Facilities Reservation and Fee Policy" (adopted November 14, 2017 through City Council Resolution 17-80) and replace it with a new "Aquatics Facility Reservation Policy," a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference (the "Aquatics Policy") and a new "Athletics Facility Reservation Policy," a copy of which is attached hereto as Exhibit 2 and incorporated herein by this reference (the "Athletics Policy"); and

WHEREAS, the purpose of both the Aquatics Policy and Athletics Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to these kinds of facilities; and

WHEREAS, this Resolution does not change the reservation fees for athletic facilities governed by the "Orange County Great Park Sports Complex Allocation and Fee Policy" (adopted October 25, 2016 through City Council Resolution 16-83); and

WHEREAS, on May 2, 2018, the City's Community Services Commission considered the Aquatics Policy and Athletics Policy and, by a unanimous vote, recommended the City Council approve the Aquatics Policy and Athletics Policy; and

WHEREAS, at its regular meeting of May 22, 2018, the City Council considered and provided an opportunity for members of the public to comment on the Aquatics Policy and Athletics Policy; and

WHEREAS, the City Council has considered the staff report, staff presentation, the recommendations of the Community Services Commission, and all of the information, evidence, and testimony received at the May 22, 2018 City Council meeting; and

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Irvine resolves as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The adoption of this Resolution does not constitute a "project" for purposes of the California Environmental Quality Act, and, therefore, no environmental assessment is required.

SECTION 3. The City Council hereby:

1. Repeals the Community Services Department's "Public Sports Facilities Reservation and Fee Policy" (adopted November 14, 2017 through City Council Resolution 17-80);

2. Authorizes, approves, and adopts the Community Services Department's "Aquatics Facility Reservation Policy," attached hereto as Exhibit 1 (the "Aquatics Policy"), which generally governs reservation fees for aquatic facilities City-wide (other than facilities at the Orange County Great Park); and

3. Authorizes, approves, and adopts the Community Services Department's "Athletics Facility Reservation Policy," attached hereto as Exhibit 2 (the "Athletics Policy"), which generally governs reservation fees for athletic facilities City-wide (other than facilities at the Orange County Great Park).

SECTION 4. The City Council hereby authorizes those ministerial actions and the expenditure of those amounts necessary to implement the Aquatics Policy and Athletics Policy.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution, and each section, subdivision, sentence, clause, phrase,

or portion of this Resolution irrespective of the fact that one or more provisions may be declared invalid.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the ___ day of _____, 2018.

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ___ day of _____, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

COMMUNITY SERVICES POLICY

Aquatics Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing the City's aquatics facilities for the enjoyment of the public. The Aquatics Facilities Reservation Policy (Policy) is established to ensure that the use of City facilities 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to City aquatics facilities. In accordance with IMC Sec. 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted*.

The intent of this Policy is to guide the use of reservable aquatics facilities by residents, community organizations, businesses and non-resident users. City athletic, parks and other special use facilities are not governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Sec. 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Department shall implement and administer the Policy as adopted by the City Council. Aquatics reservation fees and charges are reviewed and approved by the City Council.

EXHIBIT 1

4.0 RESERVATION PERMIT CATEGORIES

The resident and non-resident permit categories below define the assignment of fees, and scheduling priority.

Category I
City sponsored and co-sponsored events, agencies with a Joint Use Agreement with the City, and events conducted by official United States Military with an Irvine address or serving Irvine. Applicants do not pay rental fees unless the use imposes additional expenses to the City; however, extended-hours rates and other fees may apply.

Category II
Irvine-incorporated nonprofit youth aquatics organizations with participation equal to or exceeding 57 percent Irvine residents.

Category III
Irvine schools and colleges, their clubs and department activities, events and programs (credit or non-credit). Irvine-incorporated, nonprofit civic, social, and cultural/religious organizations with at least 51 percent Irvine residents.

Category IV
Irvine resident private parties and events; fundraisers, social events, and political events that represent Irvine.

Category V
Irvine businesses and profit-making organizations; non-Irvine incorporated, nonprofit, civic, social and religious organizations; non-Irvine schools, their clubs, organizations and committees; non-resident private party activities.

Category VI
Non-Irvine businesses and profit-making organizations or companies; non-resident political candidate or political party use (i.e., fundraisers, work parties, social events).

Commercial and Profit Seeking Permits
Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall be invoiced at Category V or VI reservation rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Aquatics facilities are scheduled through seasonal allocations to meet the community needs for City programs and local youth aquatics organizations (Category I, II and III). Seasonal allocation schedules are reviewed by the Irvine Aquatics Advisory Board (IAAB) at its regular quarterly meetings.

Aquatics Permit Application and Agreement forms shall be submitted a minimum of thirty (30) days prior to quarterly scheduled IAAB meetings. Requests received with less than

thirty (30) days notice, or events requested to be held on City observed holidays, may be accommodated subject to space availability, staffing, and reservation logistics.

Applications for swim meets, tournaments, special events, clinics and camps separate from daily practice schedules shall be submitted thirty (30) days prior to IAAB meetings. Special event reservations approved by the City and IAAB supersede all scheduled group workouts. Groups displaced by events will be relocated to different pools as space permits.

6.0 PERMIT REQUIREMENTS

As determined by the City, public and private events such as national/international championships, festivals, carnivals, or other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold Harmless Agreement and Certificate of Worker's Compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, stages, fences, tents)
- Additional requirements and City department approvals as identified by the City

Additional Staff

To ensure the safety of all participants and guests, and to maintain a quality standard of supervison, lifeguard services are required for all water activities at the City's aquatics facilities. Lifeguard Service is defined as on-deck supervision of water activities by City lifeguards. Fees for lifeguard services are charged to the organization utilizing the service (except those meeting Category I requirements).

The number of lifeguards required for an activity or event shall be based on the City's Aquatics Supervision Standards and will be determined at the time of application approval. Lifeguard services shall be billed to the applicant on a quarter-hour, per staff member basis.

In addition to lifeguard personnel, reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the facility, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

Tournament, Meet and Special Event Permits

Events and tournaments drawing tourism to Irvine aquatics centers with out-of-town athletes, teams, officials, spectators, and staff, must meet the requirements below to qualify for Category I through V rates. Tournament and event organizers who do not meet these requirements will be invoiced at Category VI rates. Requirements to qualify for Category I through V rates are as follows:

a) Organizations must contact Destination Irvine to review accommodations with Irvine hotels.
b) Organizations directing teams to lodging and accommodations must direct teams to Irvine accommodations, and provide documentation demonstrating these efforts.
c) Organizations not meeting these requirements will be invoiced in accordance with Category VI reservation rates.
d) Priority for future events will not be provided to organizations not meeting all of the requirements above.

7.0 FEES, PAYMENTS, DEPOSITS AND INSURANCE

Fees

Aquatics fees, as referenced in this Policy, are listed in the Public Facilities Fees, Deposits and Capacities. Private instruction may be conducted by Category I, II, and III organizations during the organization's allocated pool time. Organizations will be required to provide compensation to the City equal to ten (10) percent of all gross revenues.

Payments

Facility reservation fees for Category I through III organizations must be paid within thirty (30) days of the end of the reservation. Reservation fees for Category IV through VI organizations must be paid prior to permit issuance, a minimum of thirty (30) days in advance of use. Future reservations may be cancelled or denied for organizations with outstanding balances.

Deposits

Facility applicants may be required to pay a deposit at the time of application. Deposits will be refunded following the event assuming all conditions set forth in the permit are fulfilled.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed directly to the applicant.

Insurance

The City may require liability insurance for reservations of City aquatics facilities. Insurance requirements are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
5 days or more	100%	100%
4 days or less	100%	0%
No Show	0%	0%

All cancellations incur a processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice is considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Changes

Reservation changes include, but are not limited to: date, time, rooms, pools, hours of reservation, number of teams/attendees, and amenities. One change is permitted at no charge; a processing fee will be charged for each subsequent change.

Changes	Processing Fee
31 days or more	One no charge; $30 per change thereafter
30 days or less	First change 25 percent of total deposit; $30 per change thereafter.

On the day of the event, additional fees shall be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time.

a) Fees charged shall be 150 percent of the applicable hourly rate.
b) Category II and III organizations are billed at the non-operating hours rate per area used.

No refunds or credits for early departure from a scheduled reservation.

9.0 RESERVATION HOURS

Regular operating hours for City aquatics facilities are separated into two seasons; School Year and Summer. The School Year season begins the Tuesday following Labor Day and continues through the Friday prior to Memorial Day. The Summer season begins the Saturday prior to Memorial Day and continues through Labor Day. The hours of operation for William Woollett Jr. and Northwood High School Aquatics Centers are as follows:

School Year Season	Woollett	Northwood
Monday – Friday	6 a.m. – 8 p.m.	4 p.m. – 8 p.m.
Saturday and Sunday	8 a.m. – 12 p.m.	8 a.m. – 12 p.m.

Summer Season	Woollett	Northwood
Monday – Friday	6 a.m. – 8 p.m.	12 p.m. – 8 p.m.
Saturday and Sunday	8 a.m. – 4 p.m.	8 a.m. – 4 p.m.

Reservations outside these regular operating hours will be billed at the non-operating hours rate in accordance with the Public Facilities Fees, Deposits and Capacities.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation requests shall be submitted via approved City application and agreement forms. Applicants must be at least 21 years of age and when applicable, the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Unless stated otherwise, reservation periods are in quarter-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees. In these instances, the City reserves the right to reject future applications.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided in an alternate pool or aquatics facility. When alternate pool space is not available or are not acceptable to the applicant, an alternate date or refund will be provided.

A reservation may be cancelled by the City when an organization is out of compliance with any City policy. A confirmed reservation may be cancelled before or during an event due to unsafe conditions and/or actions of participants. When appropriate, a mutually-agreeable alternate date or a pro-rated refund may be arranged.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

All Category I, II, and III organizations and coaches are responsible for understanding and adhering to the requirements in the Aquatics Group Users Handbook.

Occupancy Levels and ADA Accommodations

To ensure safety of guests, it is important to observe the maximum capacity of all facility areas as established by the Orange County Fire Authority. Events exceeding maximum limits are subject to immediate closure. Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City facilities, except in designated smoking areas.

Emergency Response
Applicants may be held responsible for all charges related to a police or fire department response associated with the actions and behavior of participants during the reservation.

Inspection and Condition Facilities
Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or facility amenities, including grass and foliage, will be deducted from the reservation deposit and/or billed to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages occurred above the deposit amount.

No candles or open flames, tape, nails, staples, etc., are permitted on the walls, ceilings, windows, or furniture of any facility unless approved by the site supervisor at the time of the pre-event site walk-through. Rice, confetti, glitter, or birdseed-throwing is not allowed. The applicant will be held responsible for any damage to the facility.

Reservation Walk-Through
The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least fourteen (14) days prior to the reservation. Caterers and special event coordinators should also attend the site meeting. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Equipment Rental
Additional equipment may be available for rent in conjunction with a reservation. Equipment rentals cannot be guaranteed and are arranged directly with staff at the reservation walk-through meeting. Fees and/or deposits are required and must be paid no later than the day of the event.

Concession Stand Use
Concession stand use must be requested on the application. Warming of prepared food is allowed in the concession stand but all kitchen supplies must be provided by the applicant. Refrigerator space may be limited due to use by City programs; discuss usage with the on-site meeting contact. Refer to the Public Facilities Fees, Depostis and Capacities list for concession stand rates.

Additional Permits and Licenses
Applicants are responsible for obtaining any necessary permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, and Vendor Permit.

Loading/Unloading and Deliveries
Motorized vehicles may be permitted on facility grounds for loading and unloading of supplies only with prior approval of the site supervisor. Community Services staff is not authorized to sign for any deliveries. Deliveries must be made within the reservation time only and the applicant must accept all deliveries.

Mobile Food Trucks
Mobile Food Trucks must be approved during the application process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising
For any event advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: "This event is a private reservation and is not endorsed or sponsored by the City of Irvine." A copy of the flyer and/or electronic communication must be submitted for approval. Use of the City logo is restricted and requires advance written approval of the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions
Public facilities are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the facility in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions associated with an approved reservation, must be approved via the special event permit process.

Vendors
Individuals or businesses displaying or selling items, or providing a service (including mobile food trucks and caterers) must have a reservation permit or be under an applicant who has a reservation permit. Vendors must be licensed to conduct business activity in Irvine, must provide proof of a current City Business License and pay a vendor fee per event. Contact Regulatory Affairs at 949-724-6310 for information regarding securing a Business License.

The event applicant is responsible for submitting proof of Business License(s) to the site supervisor or designee at time of the reservation walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems
Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems must be approved during the application process (IMC Section 3-4125).

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires a permit. Applicants must also submit a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired by the applicant to shoot a sports events is not required to obtain a Film Permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. If the photographer is making images available for sale, or arranging to make images for sale following the event, the photographer must secure a Vendor Permit from Community Services. The filming/photography location must

be returned to its original condition immediately after the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Film Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

Permits for alcohol associated with reservation of a sports field or court is limited. When reservation permits are approved for alcohol, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

13.0 SECURITY SERVICES

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

Clean-up following a reservation must be accomplished by the end of the approved permit time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to City Council approved policies and agreements that establish separate user reservation relationships and arrangements for specific programs and/or entities.

COMMUNITY SERVICES POLICY

Athletics Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing the City's athletics facilities for the enjoyment of the public. This Athletics Facility Reservation Policy (Policy) is established to ensure the use of City facilities 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to City public facilities. In accordance with IMC Sec. 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted.*

The intent of this Policy is to guide the use and reservations of athletic facilities by residents, community organizations, businesses and non-residents. With the exception of the Orange County Great Park, all City of Irvine fields, courts and their supporting amenities are governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Sec. 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Department shall implement and administer the Athletics Facility Reservation Policy as adopted by the City Council. The fees and charges associated with this Policy are reviewed and approved by the City Council.

EXHIBIT 2

4.0 RESERVATION PERMIT CATEGORIES

The resident and non-resident permit categories below define the assignment of fees, and scheduling priority.

Category I
City sponsored and co-sponsored events, agencies with a Joint Use Agreement with the City, and events conducted by official United States Military with an Irvine address or serving Irvine. Applicants do not pay rental fees unless the use imposes additional expenses to the City; however, extended-hour rates and other fees may apply.

Category II
Irvine-incorporated nonprofit youth sports organizations with participation equal to or exceeding 90 percent Irvine residents. To qualify, organizations must meet and fulfill all team and organization requirements of the City's Allocation Procedure for Sports Facilities.

Category III
Irvine schools and colleges, their clubs and department activities, events and programs (credit or non-credit); Irvine-incorporated nonprofit civic, social, and cultural/religious organizations with participation equal to or exceeding 51 percent Irvine residents.

Category IV
Irvine resident private party activities and events; fundraisers, social events, and political events that represent Irvine.

Category V
Irvine businesses and profit-making organizations; non-Irvine incorporated, nonprofit, civic, social and religious organizations; non-Irvine schools, their clubs, organizations and committees; non-resident private party activities.

Category VI
Non-Irvine businesses and profit-making organizations or companies; non-resident political candidate or political party use (i.e., fundraisers, work parties, social events).

Commercial and Profit Seeking Permits
Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall be invoiced at Category V or VI reservation rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Field/Court Allocations
Athletics facilities are provided in allocations seasonally to meet community needs for City programs and local youth sports organizations (Category I and II). Seasonal

allocation schedules are reviewed by the Irvine Sports Committee at its regular meetings in January and July.

Tournament Permit Requests

Requests of Category I and II organizations, and requests for international/national championship caliber events, and destination events drawing tourism and team travel to Irvine will receive priority. These requests may be submitted up to 18 months in advance. Other tournament requests will be considered and approved during the seasonal allocation process.

Other Permit Requests

Following the allocation of fields and courts for Category I and II organizations, reservation requests are accepted and processed on a first-come, first-served basis. Requests are accepted beginning at 8:00 a.m. on July 1 annually. The City will determine which days, times, and fields are available for reservation based on other scheduled use, field capacity, and maintenance requirements.

Requests to reserve a field or court must be received a minimum of thirty (30) days prior to the scheduled activity/event. Requests received with less than (30) days' notice may be accommodated as time and conditions allow. Upon receipt and review of all required documentation, City staff will confirm approval of the reservation in writing.

6.0 PERMIT REQUIREMENTS

As determined by the City, public and private events such as opening day ceremonies, national/international events, festivals, carnivals, or other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold Harmless Agreement and Certificate of Worker's Compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, stages, fences, tents)
- Additional requirements and City department approvals as identified by the City

Additional Staff

Reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the park, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

Tournament Permit Requirements

City sports facilities are provided to meet the needs of the Irvine community. As space is available, tournament permits will be granted in the following priority: requests of Category I and II organizations, international/national championship caliber events, and destination events drawing tourism and team travel to Irvine.

Priority requests of organizations in good standing, will receive first consideration for returning tournament dates, but dates and fields cannot be guaranteed. As time permits, all tournaments will be reviewed by the Irvine Sports Committee.

Tournaments and events that draw tourism to Irvine with out-of-town teams, officials, spectators and staff, must meet the requirements below to qualify for tournament rates within this Policy.

a) Organizations must contact Destination Irvine to review accommodations with Irvine hotels.
b) Organizations directing teams to lodging and accommodations must direct teams to Irvine accommodations, and provide documentation demonstrating these efforts.
c) Organizations not meeting these requirements will be invoiced in accordance with Category VI field reservation rates.
d) Priority for future events will not be provided to organizations not meeting all of the requirements above.

Local youth sports organizations, as defined in the Allocation Procedure for Sports Facilities, may host no more than two (2) tournaments per calendar year at Category II rates. Category II tournament rates only apply to brackets or flights involving one (1) or more Irvine-based team. All brackets or flights not involving an Irvine-based team will be invoiced at Category IV tournament rates.

Camp/Clinic Permit Requirements

As space allows, requests for camps and clinics are considered following the completion of the allocation schedule. Clinics and camps may not exceed fifty (50) participants per field. Exceptions may be granted upon written approval of the athletics supervisor.

Local youth sports organizations, as defined in the Allocation Procedure for Sports Facilities, may host one (1) clinic or camp per calendar year at Category II rates. The camp or clinic must be available to current participants only. Category II camps and clinics that do not qualify Category II rates will be invoiced at 10 percent of the registration fees collected, or the Youth Sports Clinics and Camps Fee, whichever is greater. Camps and clinics of Category II organizations are required to document and verify participant residency. Residency is required to determine fees for these camps and clinics (see fee schedule for details).

7.0 FEES, PAYMENTS, DEPOSITS AND INSURANCE

Fees and Payments

The reservation fees referenced in this Policy are listed in the City Council approved Public Facilities Fees, Deposits and Capacities.

With the exception of tournaments, reservation fees must be paid fourteen (14) days prior to the reservation. Tournament fees must be paid no later than thirty (30) days prior to the event. Tournament invoices for Category II organizations will be generated immediately following the event, and payment is due no later than thirty (30) days following the event.

Deposits

Applicants must pay a deposit at the time of application. Deposits will be refunded following the event assuming all conditions set forth in the permit are fulfilled. On-going reservations require a standing deposit via a credit card on file, or payment equal to double the normal event deposit. On-going reservation deposits are not refunded until after the final reservation date.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposit. Any damages to, or defacement of City facilities, equipment and/or park amenities, such as dugouts, backstops, goals, field turf, and court surfacing will be deducted from the deposit and/or billed to the applicant at rates equal to cover repair or replacement costs, as determined by the City. The City reserves the right to bill applicant for damages and costs incurred above deposit amount.

Insurance

The City requires applicants to provide liability insurance for an activity/event. Insurance requirements are determined based on the City's risk assessment of the activity/event. Insurance requirements vary by the type of event, facility, and number of anticipated guests; and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Field/Court cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
5 days or more	100%	100%
4 days or less	50%	0%
No Show	0%	0%

Tournament cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
14 days or more	50%	100%
13 days or less	0%	100%

All cancellations incur a $30 processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice is considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Changes

Reservation changes include, but are not limited to: date, time, fields, courts, number of teams/attendees, and amenities. One change is permitted at no charge; a processing fee will be charged for each subsequent change.

On the day of the event, additional fees will be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time. With the exception of tournaments, no refunds or credits will be issued for early departure from an approved reservation permit.

9.0 RESERVATION HOURS

The hours shown below are identified as regular hours for reservation of athletic facilities:

Lighted Facilities	4 p.m. – 10 p.m. (Monday – Friday) 7 a.m. – 10 p.m. (Saturday and Sunday)
Unlighted Facilities	4 p.m. – Dusk (Monday – Friday) 7 a.m. – Dusk (Saturday and Sunday)

The sports field light curfew is 11:00 p.m. The Community Services Department will carefully consider request for light use beyond 10:00 p.m.; however, under no circumstances will reservations or activities extend beyond 11:00 p.m.

City sports facilities are closed on recognized City holidays, with the exception of Martin Luther King Day and Veteran's Day. Applicants may request use of fields and courts on Holidays, subject to the extended hour rates.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation permits are required for use of City facilities (except in areas where drop-in use is permitted), and for all gatherings with 50 or more people (IMC Section 3-4-123).

Reservation requests shall be submitted via approved City application and agreement forms. Applicants must be at least 21 years of age, and when applicable the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Unless stated otherwise, reservation periods are in one-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees, and the City reserves the right to reject future applications.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided at an alternate field, court or park site. When alternate facilities are not available or are not acceptable to the applicant, an alternate date or refund will be provided.

A reservation may be cancelled by the City when an organization is out of compliance with any City policy. A confirmed reservation may be cancelled before or during an event due to unsafe conditions and/or actions of participants. When appropriate, a mutually-agreeable alternate date or a pro-rated refund may be arranged.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

90' Baseball Fields

90' Baseball Fields at Windrow and Cypress Community Park are designated for youth teams, 18 years of age or younger only.

Occupancy Levels and ADA Accommodations

To ensure the safety of guests, to accommodate maintenance needs, and to ensure preservation of City sports facilities, applicants are required to observe the maximum capacity of reserved facilities. Field and court capacity shall be determined by the City during the application process. Room capacity has been established by the Orange County Fire Authority and cannot be adjusted to meet the needs of a reservation. Events exceeding capacity are subject to immediate closure.

Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City parks, except in designated smoking areas.

Emergency Response

Applicants may be held responsible for all charges related to a police or fire department response associated with the actions and behavior of participants during the reservation.

Drop-In Activities

Unreserved outdoor athletics facilities are available for drop-in use by private parties on a first-come, first-served basis. Reservations have priority over drop-in/walk-on activities. Organized use of fields or courts, such as officiated games, uniformed teams, organized

team practices, or activities offered or associated with a for-profit or nonprofit organization is prohibited without an approved reservation. Stadium fields, lighted sports fields and batting cages are not available for drop-in activities. Drop-in use may be limited to accommodate maintenance needs of the turf on lighted soccer fields.

Inspections and Condition of Facilities

Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or park amenities will be deducted from the reservation deposit, and/or invoiced to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages incurred above the deposit amount.

Reservation Walk-Through

The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least thirty (30) days prior to the reservation. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Equipment Rental

Additional equipment may be available for rent in conjunction with a reservation. Equipment rentals cannot be guaranteed and are arranged directly with staff at the reservation walk-through meeting. Fees and/or deposits are required and must be paid no later than the day of the event.

Concession Stands

Use of concession stands must be requested at the time of application. Concession stands typically are equipped with refrigerators, freezers, and ice machines. As available, this equipment is included with reservation of the Concession Stands. While the City provides ongoing maintenance of this equipment, the City will not be responsible should the equipment be unavailable due to maintenance issues. All supplies and utensil needs for the operation of concession stands is the responsibility of the applicant. Refer to the rental fee list for concession stand rates.

Additional Permits and Licenses

Applicants are responsible for obtaining all necessary permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, Vendor Permit and Bounce House Permit.

Loading/Unloading and Deliveries

Motorized vehicles may be permitted on facility grounds for loading and unloading of supplies only with prior approval of the site supervisor. City staff is not authorized to sign for deliveries. Deliveries must be made within the reservation time unless prior arrangements were arranged with the site supervisor.

Mobile Food Trucks

Mobile Food Trucks must be approved during the application process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising

For any event advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: "This event is a private reservation and is not endorsed or sponsored by the City of Irvine". A copy of the flyer and/or electronic communication must be submitted for approval. Use of the City logo is restricted and requires advance written approval of the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions

Public facilities are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the park in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions associated with an approved reservation must be approved during the application process.

Vendors

Individuals or businesses displaying or selling items, or providing a service (including mobile food trucks and caterers) must have a reservation permit or be under an applicant who has a reservation permit. Vendors must be licensed to conduct business activity in Irvine, must provide proof of a current City Business License, and pay a vendor fee per event. Contact Regulatory Affairs at (949) 724-6310 for information regarding securing a Business License. The event applicant is responsible for submitting proof of Business License(s) to the site supervisor, or designee, at the reservation walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems

Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems must be approved during the application process (IMC Section 3-4-125).

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired by the applicant to shoot a sports events is not required to obtain a Film Permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. If the photographer is making images available for sale, or arranging to make images for sale following the event, the photographer must secure a Vendor Permit from Community Services. The filming/photography location must be returned to its original condition immediately after the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Film Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

Permits for alcohol associated with reservation of a sports field or court is limited. When reservation permits are approved for alcohol, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

13.0 SECURITY SERVICES

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

Clean-up following a reservation must be accomplished by the end of the approved permit time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to other City Council approved policies and agreements that establish separate user reservation relationships and associated fees for specific programs and/or entities.

2.8

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: CALIFORNIA OFFICE OF EMERGENCY MANAGEMENT DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

Director of Public Safety

City Manager

RECOMMENDED ACTION

1. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE DESIGNATING APPLICANT'S AGENT FOR THE PURPOSES OF OBTAINING STATE AND FEDERAL DISASTER ASSISTANCE

2. Authorize the positions of City Manager, Director of Administrative Services, and Director of Public Safety to sign and execute and the City Clerk to certify Applicant's Agent Resolution.

EXECUTIVE SUMMARY

The City of Irvine is eligible for federal financial assistance in the event of an emergency under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988. Further financial assistance is available under the California Disaster Assistance Act. In order to be eligible for these funds, a properly executed and certified California Office of Emergency Services (Cal OES) Form 130, "Designation of Applicant's Agent Resolution for Non-State Agencies," must be on file with Cal OES.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The California OES Form 130 authorizes the City Manager, Director of Administrative Services, or Director of Public Safety to execute documents needed to obtain state and/or federal financial assistance related to disasters. This document would remain in effect for three years at which time it must be updated and refiled to continue the City's ability to seek reimbursement for costs incurred during a disaster.

ALTERNATIVES CONSIDERED

The City Council could choose to designate staff other than the City Manager, Director of Administrative Services, and Director of Public Safety to act as Agents for the City. These positions have traditionally been those designated to act on behalf of the City, and it is recommended that this practice continue based on the job function of these roles.

FINANCIAL IMPACT

The City is in the process of applying for reimbursement in the amount of $234,461 as a result of debris removal performed by the Department of Public Works after the Winter Storms of January 2017. The City is seeking complete cost recovery from the Federal Emergency Management Agency (FEMA) and Cal OES for this event, which was declared a disaster by the President of the United States. Execution of this resolution is necessary to complete the reimbursement request. In the past 25 years, the City has received $1,465,360 in financial assistance for emergency expenditures.

REPORT PREPARED BY Robert Simmons, Emergency Management Administrator

ATTACHMENT

Resolution with Exhibit A (Cal OES Form 130)

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DESIGNATING APPLICANT'S AGENT FOR THE PURPOSES OF OBTAINING STATE AND FEDERAL DISASTER ASSISTANCE

WHEREAS, the California Office of Emergency Services has advised that recovery of state and/or federal financial assistance under either Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or the California Disaster Assistance Act necessitates a properly executed Designation of Applicant's Agent Resolution for Non-State Agencies (Exhibit A); and

WHEREAS, adoption of this resolution will ensure compliance with the requirements set forth above and will facilitate recovery of any federal and/or state financial assistance due for past, current, or future events.

NOW THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1 That the City Manager or Director of Administrative Services or Director of Public Safety is hereby authorized to execute for and on behalf of the City of Irvine, the application and to file it with the California Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

SECTION 2 That the City of Irvine, a public entity established under the laws of the State of California, hereby authorizes its agent to provide the assurances and agreements required to the California Office of Emergency Services for all matters pertaining to such disaster assistance.

SECTION 3 The City Clerk is hereby directed to obtain the required signatures and forward this resolution together with the signed Exhibit A entitled "Designation of Applicant's Agent Resolution for Non-State Agencies," to the California Office of Emergency Services.

ATTACHMENT

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of May, 2018

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine on the 22nd day of May, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 059-36770

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Irvine (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Director of Administrative Services (Title of Authorized Agent), OR

Director of Public Safety (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Irvine (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Irvine (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 22 day of May, 20 18

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Molly McLaughlin (Name), duly appointed and City Clerk (Title) of City of Irvine (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of Irvine (Name of Applicant)

on the 22 day of May, 20 18.

_____ _____
(Signature) (Title)

EXHIBIT A

2.9

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: ANNUAL MEASURE M2 ELIGIBILITY SUBMITTAL

Director of Transportation

City Manager

RECOMMENDED ACTION

Approve and authorize staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program covering Fiscal Years 2018-19 through 2024-25 to comply with Measure M2 eligibility criteria.

EXECUTIVE SUMMARY

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Capital Improvement Program, covering Fiscal Years (FY) 2018-19 through 2024-25.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At the meeting on May 15, 2018, Transportation Commission recommended, by a vote of 5-0, that City Council approve and authorize staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for FY 2018-19 through 2024-25 to comply with Measure M2 eligibility criteria. In conjunction with this motion, there were two revision requests: to revise the protected/permissive left-turn phasing from six intersections to five intersections, and to include the Jamboree Road at Main Street intersection improvements without identifying the proposed improvements. Both revisions are included in Attachment 2.

ANALYSIS

To remain eligible to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation-related programs to OCTA. Every seven years, OCTA requires an expanded submittal of the City's programs and projects affecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide plans. Interim years require less information, with different reports on differing cycles. This year's submittal requires a seven-year Capital Improvement Program (CIP).

Although the City does not typically prepare a seven-year CIP, a 10-Year CIP was approved by City Council in 2017, covering FY 2017-18 through 2026-27 as a part of the citywide Capital Improvement Program Budget and Strategic Business Plan for FY 2017-18 (Attachment 1). This 10-year CIP was used to identify the seven-year CIP covering FY 2017-18 through 2023-24.

The City's Measure M2 Seven-Year CIP (Attachment 2) covering FY 2018-19 through 2024-25 identifies transportation planning and financial forecasting to guide future programming for transportation Capital Improvement Projects. The M2 Seven-Year CIP is consistent with the proposed citywide Capital Improvement Program Budget and Strategic Business Plan for FY 2018-19. The submittal of the CIP summary does not commit the City to funding the identified improvements. However, projects must be included in the City's M2 Seven-Year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on City Council priorities. The City's CIP list includes 55 projects with a total preliminary budget of more than $202 million over the seven-year M2 period. The CIP emphasizes projects that improve circulation, mitigate traffic congestion, and maintain the City's investment in existing transportation infrastructure.

ALTERNATIVES CONSIDERED

No alternatives considered. The City's submittal, as presented, is consistent with the Measure M2 policies and guidelines, and ensures that the City will remain eligible to continue receiving funding from the Measure M2 funding programs.

FINANCIAL IMPACT

The proposed FY 2018-19 Budget anticipates receiving revenues of approximately $4.8 million from the Measure M2 local fair share program for circulation projects. The recommended action will also position the City to receive additional funds through the Measure M2 competitive programs, subject to the City maintaining its eligibility.

REPORT PREPARED BY: Melissa Dugan, Supervising Transportation Analyst

ATTACHMENTS

1. Ten-Year Capital Improvement Program, Strategic Business Plan Summary from FY 2017-18 Adopted Budget
2. M2 Seven-Year Capital Improvement Program

Table 4
Ten-Year Capital Improvement Program

	PRIMARY FUNDING SOURCES	PRIOR YEAR(S) FUNDING	2018	2019
FACILITY IMPROVEMENTS				
ADA FACILITY REHABILITATION/UPGRADES	Developer Impact Fees	250,000		350,000
ATHLETIC COURT RESURFACING	Rehab Reserve		80,000	80,000
BILL BARBER COMMUNITY PARK SOFTBALL COMPLEX SHADE STRUCTURE - DESIGN	Developer Impact Fees		175,000	
BOMMER CANYON REHABILITATION - DESIGN	Developer Impact Fees		180,000	
BUILDING SAFETY UPGRADES	Developer Impact Fees	200,000		525,000
CIVIC CENTER BOLLARDS REPLACEMENTS	Internal Service Funds			140,000
CIVIC CENTER TENANT IMPROVEMENTS PHASE 1	Developer Impact Fees		500,000	
CIVIC CENTER TENANT IMPROVEMENTS PHASE 2	Developer Impact Fees		2,000,000	
COLONEL BILL BARBER MEMORIAL PARK - MASTER PLAN	TBD			
CULVER UNDERCROSSING PUMP STATION REPLACEMENT	Rehab Reserve		300,000	320,000
DEERFIELD COMMUNITY PARK - MASTER PLAN	TBD			
ELECTRICAL UPGRADES	Rehab Reserve	200,000		200,000
EXTERIOR WOOD SIDING REPLACEMENT & EXTERIOR PAINTING	Rehab Reserve			100,000
HARVARD - MASTER PLAN	TBD			
HERITAGE PARK IMPROVEMENTS	General Fund, Developer Impact Fees, Rehab Reserve	2,621,362		
HVAC & REFRIGERATION REPLACEMENTS	Rehab Reserve	885,000		740,000
INTERIOR FINISHES AND FIXTURES REPLACEMENTS/PLUMBING IMPROVEMENTS	Rehab Reserve	460,000		300,000
IRVINE ANIMAL CARE CENTER REHABILITATION AND EXPANSION - DESIGN	Developer Impact Fees	350,000	2,000,000	23,000,000
IRVINE STATION ELEVATOR	Rehab Reserve			240,000
IRVINE STATION PAINTING	Rehab Reserve		630,000	
MIKE WARD COMMUNITY PARK SITE IMPROVEMENTS	Rehab Reserve			150,000
MIKE WARD COMMUNITY PARK & LAKEVIEW SENIOR CENTER - MASTER PLAN	TBD			
NORTHWOOD HIGH SCHOOL AQUATIC CENTER REHABILITATION	Rehab Reserve	280,000		300,000
PARKING LOT REHABILITATION	Rehab Reserve		300,000	175,000
PLAYGROUND SURFACE REHABILITATION FOR ADA COMPLIANCE	Developer Impact Fees	95,000		75,000
RANCHO SAN JOAQUIN SENIOR CENTER - MASTER PLAN	TBD			
ROOF REPAIR AND REPLACEMENTS	Rehab Reserve		450,000	
SAN CARLO PARK PLAYGROUND REHABILITATION AND ADA COMPLIANCE	Developer Impact Fees	250,000	50,000	
TURTLE ROCK COMMUNITY PARK - SITE DRAINAGE STUDY	Rehab Reserve		100,000	
TURTLE ROCK - MASTER PLAN	TBD			
UNDERGROUND STORAGE TANKS REPLACEMENTS	Internal Service Funds			900,000
VALENCIA PARK PLAYGROUND REHABILITATION AND ADA COMPLIANCE	Developer Impact Fees	250,000	50,000	
WARNER CHANNEL REPAIRS	Dedicated Transportation Funds, Rehab Reserve			500,000
WOOLLETT AQUATICS CENTER SHADE STRUCTURE AND LOCKER ROOM REHABILITATION	Rehab Reserve		245,000	
WOOLLETT AQUATICS CENTER RENOVATIONS	Rehab Reserve	230,000		400,000
WOOLLETT AQUATICS CENTER - MASTER PLAN	TBD			
TOTAL FACILITY IMPROVEMENTS		**6,071,362**	**7,060,000**	**28,495,000**

Table 4
Ten-Year Capital Improvement Program

	2020	2021	2022	2023	2024	2025	2026	2027	Total Budget
		400,000		350,000		400,000		400,000	2,150,000
	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	800,000
									175,000
									180,000
		275,000		250,000		300,000		225,000	1,775,000
									140,000
									500,000
									2,000,000
						250,000			250,000
									620,000
	300,000								300,000
		250,000	100,000		300,000		200,000		1,250,000
	350,000		300,000		350,000		300,000		1,400,000
	300,000								300,000
									2,621,362
		400,000		400,000		400,000		400,000	3,225,000
	500,000		500,000		500,000		500,000		2,760,000
									25,350,000
									240,000
									630,000
									150,000
			350,000						350,000
									580,000
	175,000	225,000	175,000	175,000	225,000	175,000	175,000	225,000	2,025,000
		150,000		150,000		150,000		150,000	770,000
			250,000						250,000
	300,000		250,000		300,000		300,000		1,600,000
									300,000
									100,000
				400,000					400,000
									900,000
									300,000
									500,000
									245,000
									630,000
						200,000			200,000
	2,005,000	**1,780,000**	**2,005,000**	**1,805,000**	**1,755,000**	**1,955,000**	**1,555,000**	**1,480,000**	**55,966,362**

Table 4
Ten-Year Capital Improvement Program

	PRIMARY FUNDING SOURCES	PRIOR YEAR(S) FUNDING	2018	2019
GREAT PARK IMPROVEMENTS				
GREAT PARK ADMINISTRATION BUILDING - DESIGN	Developer Impact Fees, Orange County Great Park Fund	1,112,400	544,015	8,500,000
GREAT PARK HERITAGE FIELDS AND CITY OF IRVINE JOINT BACKBONE INFRASTRUCTURE (JBI) ENVIRONMENTAL REMEDIATION	Orange County Great Park Fund	300,000	80,000	
GREAT PARK KIDS ROCK PLAYGROUND REHABILITATION	Orange County Great Park Fund		120,000	
GREAT PARK SIGNAGE AND WAYFINDING	Developer Impact Fees, Orange County Great Park Fund	1,375,000	225,000	
GREAT PARK UTILITY CONNECTION FEES	Developer Impact Fees, Fees & Exactions, Orange County Great Park Fund	1,000,000	4,380,515	9,963,400
GREAT PARK VISITOR'S CENTER PLAZA REFURBISHMENT	Developer Impact Fees, Orange County Great Park Fund	230,000	3,292,800	
GREAT PARK WATER QUALITY SYSTEM ENHANCEMENTS	Orange County Great Park Fund		330,000	
GREAT PARK WESTERN SECTOR PERMANENT RESTROOMS - SOUTH FIELDS	Developer Impact Fees, Orange County Great Park Fund	100,000	590,000	
GREAT PARK WESTERN SECTOR SECURITY EQUIPMENT	Developer Impact Fees, Orange County Great Park Fund	132,571	1,658,930	
TOTAL GREAT PARK IMPROVEMENTS		**4,249,971**	**11,221,260**	**18,463,400**
LANDSCAPE IMPROVEMENTS				
STREETSCAPE REHABILITATION	Dedicated Transportation Funds	500,000		685,000
TOTAL LANDSCAPE IMPROVEMENTS		**500,000**	**-**	**685,000**
STREET & MOBILITY IMPROVEMENTS				
ALTON MEDIAN REHABILITATION (SAN DIEGO CREEK TO CULVER)	Dedicated Transportation Funds			800,000
ALTON MEDIAN REHABILITATION (CULVER TO JEFFREY)	Dedicated Transportation Funds			
ALTON MEDIAN REHABILITATION (JEFFREY TO SAND CANYON)	Dedicated Transportation Funds			
ALTON MEDIAN REHABILITATION (SAND CANYON TO TECH EAST)	Dedicated Transportation Funds			
ALTON PARKWAY PAVEMENT REHABILITATION (I-5 TO BARRANCA)	Dedicated Transportation Funds			
ALTON/IRVINE INTERSECTION IMPROVEMENTS	Developer Impact Fees			
BAKE/JERONIMO INTERSECTION WIDENING	Developer Impact Fees	1,212,000	425,130	5,288,872
BARRANCA PARKWAY PAVEMENT REHABILITATION (I-5 TO ALTON)	Dedicated Transportation Funds, Developer Impact Fees			2,180,000
BIKE TRAIL PAVEMENT REHABILITATION	Rehab Reserve			200,000
BIKEWAY GAP CLOSURE	Developer Impact Fees			200,000
CAMPUS DRIVE REHABILITATION (UNIVERSITY TO CARLSON)	Dedicated Transportation Funds	200,000	1,300,000	
FREEWAY TRAIL PAVEMENT REHABILITATION	Rehab Reserve			200,000
IBC SIDEWALK IMPROVEMENTS	Developer Impact Fees	1,780,000		500,000

Table 4
Ten-Year Capital Improvement Program

2020	2021	2022	2023	2024	2025	2026	2027	Total Budget
								10,156,415
								380,000
								120,000
								1,600,000
9,963,400		3,613,375	3,613,375	3,613,375	3,613,375			39,760,815
								3,522,800
								330,000
								690,000
								1,791,501
9,963,400	**-**	**3,613,375**	**3,613,375**	**3,613,375**	**3,613,375**	**-**	**-**	**58,351,531**
1,500,000	600,000	1,200,000	600,000	1,200,000	600,000	1,200,000	600,000	8,685,000
1,500,000	**600,000**	**1,200,000**	**600,000**	**1,200,000**	**600,000**	**1,200,000**	**600,000**	**8,685,000**
								800,000
800,000								800,000
	800,000							800,000
		500,000						500,000
3,640,000								3,640,000
		52,000						52,000
								6,926,002
								2,180,000
225,000	250,000	250,000	225,000	250,000	225,000	250,000	225,000	2,100,000
600,000		200,000		200,000		200,000		1,400,000
								1,500,000
								200,000
1,500,000		500,000	1,500,000		500,000	1,500,000		7,780,000

Table 4
Ten-Year Capital Improvement Program

	PRIMARY FUNDING SOURCES	PRIOR YEAR(S) FUNDING	2018	2019
IRVINE BLVD PAVEMENT REHABILITATION (CULVER TO JAMBOREE)	Dedicated Transportation Funds			250,000
IRVINE BOULEVARD SIGNAL SYNCHRONIZATION PROJECT	Developer Impact Fees, Grants		472,715	
IRVINE CENTER DRIVE PAVEMENT REHABILITATION (BARRANCA TO LAKE FOREST)	Dedicated Transportation Funds			350,000
IRVINE CENTER DRIVE PAVEMENT REHABILITATION (JEFFREY TO BARRANCA)	Dedicated Transportation Funds			
JAMBOREE PAVEMENT REHABILITATION (MICHELLE TO RAILROAD TRACKS) - DESIGN	Dedicated Transportation Funds		250,000	3,500,000
JAMBOREE/MAIN INTERSECTION WIDENING	Dedicated Transportation Funds, Developer Impact Fees	5,464,110	5,220,000	
JEFFREY/ALTON INTERSECTION WIDENING	Developer Impact Fees	731,307	2,200,000	
JEFFREY/ICD INTERSECTION IMPROVEMENTS	Developer Impact Fees	1,007,000		7,732,000
JOST TRAIL SEGMENT (BARRANCA TO WALNUT)	Developer Impact Fees	2,250,000		
JOST/I-5 BICYCLE AND PEDESTRIAN BRIDGE	Dedicated Transportation Funds, Developer Impact Fees, Grants	500,000	1,200,005	
LAGUNA CANYON/LAKE FOREST INTERSECTION IMPROVEMENTS	Developer Impact Fees			40,000
MAIN STREET PAVEMENT REHAB (WEST CITY LIMITS TO JAMBOREE)	Dedicated Transportation Funds			
MICHELSON DRIVE PAVEMENT REHABILITATION (CULVER TO UNIVERSITY)	Dedicated Transportation Funds			1,800,000
NEW TRAFFIC SIGNAL CONSTRUCTION	Rehab Reserve			
NEW TRAFFIC SIGNAL DESIGN	Rehab Reserve			500,000
PORTOLA PARKWAY PAVEMENT REHABILITATION (JAMBOREE TO CULVER)	Dedicated Transportation Funds			
PROTECTIVE/PERMISSIVE LEFT-TURN PHASING	Developer Impact Fees, General Fund	500,000	2,000,000	
SLURRY SEAL AND LOCAL STREETS REHABILITATION	Dedicated Transportation Funds		6,985,000	8,150,000
STORM DRAIN REHABILITATION/SLOPE RESTORATION	Dedicated Transportation Funds, Rehab Reserve			
TRABUCO ROAD PAVEMENT REHAB (JEFFREY TO SAND CANYON)	Dedicated Transportation Funds			
TRABUCO/REMINGTON TRAFFIC SIGNAL - DESIGN	Developer Impact Fees		675,000	2,200,000
TRAFFIC SIGNAL VEHICLE & BICYCLE DETECTION SYSTEMS INSTALLATION	Rehab Reserve		520,000	
UNIVERSITY DRIVE WIDENING (RIDGELINE TO I-405)	Developer Impact Fees		650,000	
UNIVERSITY/RIDGELINE INTERSECTION IMPROVEMENTS	Developer Impact Fees, Grants	2,090,000		2,462,750
VENTA SPUR/SR-133 BIKE BRIDGE	Developer Impact Fees	500,000		1,000,000
TOTAL STREET & MOBILITY IMPROVEMENTS		**16,234,417**	**21,897,850**	**37,353,622**
GRAND TOTAL		**27,055,750**	**40,179,110**	**84,997,022**

Table 4
Ten-Year Capital Improvement Program

2020	2021	2022	2023	2024	2025	2026	2027	Total Budget
3,250,000								3,500,000
								472,715
7,645,000								7,995,000
300,000	6,100,000							6,400,000
								3,750,000
								10,684,110
								2,931,307
6,530,000								15,269,000
2,850,000								5,100,000
10,600,000								12,300,005
								40,000
	300,000		3,000,000					3,300,000
								1,800,000
750,000		750,000		750,000		750,000		3,000,000
	500,000		500,000		500,000		500,000	2,500,000
300,000	2,900,000							3,200,000
								2,500,000
7,200,000	8,550,000	6,000,000	6,500,000	7,000,000	8,700,000	8,000,000	8,000,000	75,085,000
200,000		200,000		200,000		200,000		800,000
	300,000		4,000,000					4,300,000
								2,875,000
600,000								1,120,000
								650,000
								4,552,750
	5,000,000							6,500,000
46,990,000	**24,700,000**	**8,452,000**	**15,725,000**	**8,400,000**	**9,925,000**	**10,900,000**	**8,725,000**	**209,302,889**
60,458,400	**27,080,000**	**15,270,375**	**21,743,375**	**14,968,375**	**16,093,375**	**13,655,000**	**10,805,000**	**332,305,782**

Seven Year CIP

Category	Project Name	Description	Prior Funding	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Street & Mobility Improvements	Jamboree/Main Intersection improvements	Evaluation of potential improvements to the Jamboree/Main intersection.		450,000						
Landscape Improvements	Streetscape Rehabilitation	Improve irrigation systems to reduce inefficiencies and water run off by installing master valves, weather based irrigation controllers, flow sensors, drip emitters and new nozzle technology to improve water management. If budget allows, replace existing turfgrass medians with California friendly plant material.			1,500,000	600,000	1,200,000	600,000	1,200,000	600,000
Landscape Improvements	Walnut Bike Trail Landscaping	Design a landscaping plan for the un-landscaped portion of the Walnut Bike Trail from Jeffrey to Harvard. The design concept will include landscaping along both sides of the trail to create shade and respite areas.		350,000		3,000,000		3,000,000		
Street & Mobility Improvements	Adaptive Traffic Signal Control System	Design and construction of an adaptive traffic signal control system. The project will provide adjustment of signal timing to accommodate changing traffic patterns and ease traffic congestion.		500,000						
Street & Mobility Improvements	Alton Median Rehabilitation (Culver To Jeffrey)	Rehabilitation of Alton Parkway Median from Culver Drive to Jeffrey Road.				800,000				
Street & Mobility Improvements	Alton Median Rehabilitation (Jeffrey To Sand Canyon)	Rehabilitation of Alton Parkway Median from Jeffrey Road to Sand Canyon Avenue.					800,000			
Street & Mobility Improvements	Alton Median Rehabilitation (San Diego Creek To Culver)	Rehabilitation of Alton Parkway Median from San Diego Creek to Culver Drive.			800,000					
Street & Mobility Improvements	Alton Median Rehabilitation (Sand Canyon To Tech East)	Rehabilitation of Alton Parkway Median from Sand Canyon Avenue to Technology Drive East.					500,000			
Street & Mobility Improvements	Alton Parkway Pavement Rehabilitation (I-5 To Technology E.)	Rehabilitation of Alton Parkway from the I-5 Freeway to Technology East. Work consists of rehabilitating pavement surface, upgrading access ramps, replacing damaged curb/gutter and sidewalk and installing of video detection cameras.		2,462,750						
Street & Mobility Improvements	Alton/Irvine Intersection Improvements	Stripe EB approach to provide 2.5 LT lanes, 2.5 T lanes, and 1 RT lane					52,000			
Street & Mobility Improvements	Bake/Jeronimo Intersection Widening	Widen the intersection to accommodate a second northbound left-turn lane, convert southbound de-facto right-turn lane to fourth through lane, and add a third westbound through lane.	1,637,130	5,288,872						
Street & Mobility Improvements	Barranca Parkway Pavement Rehabilitation (I-5 To Alton)	Rehabilitation of Barranca Parkway from the I-5 freeway to Alton Parkway. Work will consists of rehabilitating pavement surface, sidewalk replacement and replacement of two traffic signals.			3,640,000					

ATTACHMENT 2

Category	Project Name	Description	Prior Funding	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Street & Mobility Improvements	Bike Trail Pavement Rehabilitation	This is an ongoing CIP for annual repairs and maintenance of City-maintained bike trails at various locations throughout the City. FY 2018-2019 bike trail pavement rehabilitation is scheduled for Peter's Canyon Trail, south of Portola.				250,000	250,000	225,000	250,000	225,000
Street & Mobility Improvements	Bikeway Gap Closure	Closure of bikeway gaps as identified in the 2018/2019 Strategic Active Transportation Plan			200,000	600,000		200,000		200,000
Street & Mobility Improvements	Bridge Maintenance	Bridge maintenance consisting of sealing bridge decks with methacrylate; and repairing multiple concrete spalls at various locations throughout the City.			400,000	225,000	225,000	225,000	250,000	250,000
Street & Mobility Improvements	Campus Drive Rehabilitation (University To Carlson)	Rehabilitation of roadway pavement surface and traffic signal upgrade to install video detection technology at Campus/Carlson.			1,612,745					
Street & Mobility Improvements	Culver Drive Pavement Rehabilitation	Design project to perform pavement rehabilitation of Culver Drive, both directions, from I-5 to Walnut.			150,000	1,320,300				
Street & Mobility Improvements	Culver Drive/Bonita Canyon Road Signal Synchronization	Enhancements to existing traffic signal software and equipment on Culver Drive/Bonita Canyon Drive/Ford Road from Portola Parkway to Jamboree Road to improve traffic flow and assist with traffic management in coordination with Caltrans and the City of Newport Beach.		1,424,660						
Street & Mobility Improvements	Culver/Alton Intersection Improvement	Preliminary design phase for the conversion of the eastbound Alton Parkway approach from two-through lanes plus a right-turn lane to three through lanes including a de-facto right-turn lane.		388,094						
Street & Mobility Improvements	Freeway Bike Trail Pavement Rehabilitation	The Freeway Bike Trail runs through various villages, parallel to the 405 Freeway. It stretches from Harvard all the way to Sand Canyon. The area we need to focus on repairing is the stretch of the trail from Harvard to Jeffrey.			200,000					
Street & Mobility Improvements	Harvard/Michelson Intersection Improvement	Preliminary design phase to add a second southbound left-turn lane on Harvard Avenue at Michelson Drive and accommodate accommodate future traffic demands.		544,204						
Street & Mobility Improvements	IBC Sidewalk Improvements	Construction of new sidewalk within the Irvine Business Complex.			500,000	1,500,000		500,000	1,500,000	
Street & Mobility Improvements	Irvine Blvd Pavement Rehabilitation (Culver To Jamboree)	Rehabilitation of Irvine Boulevard from Culver Drive to Jamboree Road. Work consists of rehabilitating pavement surface and necessary related improvements.			250,000	3,250,000				
Street & Mobility Improvements	Irvine Center Drive Pavement Rehabilitation (Barranca To Lake Forest)	Rehabilitation of Irvine Boulevard from Barranca Parkway to Lake Forest Drive. Work consists of rehabilitating pavement surface and necessary related improvements.			350,000	7,645,000				

Category	Project Name	Description	Prior Funding	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Street & Mobility Improvements	Irvine Center Drive Pavement Rehabilitation (Jeffrey To Barranca)	Rehabilitation of Irvine Boulevard from Jeffrey Road to Barranca Parkway. Work consists of rehabilitating pavement surface and necessary related improvements.			300,000	6,100,000				
Street & Mobility Improvements	Jamboree Pavement Rehab (Michelle To Railroad Tracks)	Rehabilitation of Jamboree Road from Michelle Drive to the railroad tracks. Work consists of rehabilitating pavement surface and sidewalk replacement.	250,000	2,005,694						
Street & Mobility Improvements	Jeffrey/ICD Intersection Improvements	Preliminary Engineering phase to add a westbound lane, a 4th northbound through lane, a 3rd southbound left-turn lane and convert the southbound right-turn lane to a 4th through lane.			7,732,000	6,530,000				
Street & Mobility Improvements	Jeffrey/Walnut Intersection Improvements	Widening eastbound Walnut Avenue west of Jeffrey Road to accommodate two left turn lanes, a through lane, a through/right-turn, and a dedicated right-turn lane.	2,194,000	816,300						
Street & Mobility Improvements	JOST Trail Segment (Barranca To Walnut)	Design and right-of-way phases for the construction of the Jeffrey Open Space Trail (JOST) within the Village of Oak Creek from Walnut Avenue to Barranca Parkway.				3,300,000				
Street & Mobility Improvements	JOST/I-5 Bicycle and Pedestrian Bridge	Design and right-of-way phases for the construction of a grade-separated off-street bicycle/pedestrian overcrossing at the I-5 freeway connecting the Jeffrey Open Space Trail.	1,700,005	567,566		10,600,000				
Street & Mobility Improvements	Laguna Canyon/Lake Forest Intersection Improvements	Restriping to add a third southbound left-turn lane.		40,000						
Street & Mobility Improvements	Main Street Pavement Rehab (West City Limits To Jamboree)	Rehabilitation of Main Street from the western City limits to Jamboree Road. Work consists of rehabilitating pavement surface and related improvements/repairs.				300,000		3,000,000		
Street & Mobility Improvements	Main Street Signal Synchronization Project	Enhancements to existing traffic signal software and equipment on Main Street from Culver Drive to Taft Avenue to improve traffic flow and assist with traffic management in coordination with Caltrans and the cities of Santa Ana and Orange. OCTA is the lead agency.		256,000						
Street & Mobility Improvements	Marine Way / OCTA Bus Base Reconstruction	Final design of the OCTA Sand Canyon Bus Facility. The facility is being relocated for the construction of the re-aligned Marine Way.		1,500,000		21,000,000				
Street & Mobility Improvements	Michelson Drive Pavement Rehabilitation	(Culver To University)			1,800,000					
Street & Mobility Improvements	New Traffic Signal Construction	Construction phase for the installation of a new traffic signal. (e.g. Yale Avenue / Winvale Traffic Signal)				750,000		750,000		750,000
Street & Mobility Improvements	New Traffic Signal Design	Design phase for the installation of two new traffic signals. (e.g. Yale Avenue / Winvale Traffic Signal)			500,000		500,000		500,000	

Category	Project Name	Description	Prior Funding	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Street & Mobility Improvements	Portola Parkway Pavement Rehabilitation (Jamboree To Culver)	Rehabilitation of Portola Parkway from Jamboree Road to Culver Drive. Work consists of rehabilitating pavement surface and related improvements/repairs.			300,000	2,900,000				
Street & Mobility Improvements	Protective/Permissive Left-Turn Phasing	Installation of protective/permissive left-turn phasing at five intersections.								
Street & Mobility Improvements	Ranch Bike Trail Rehabilitation	Repair, slurry seal and/or rehabilitate of The Ranch community bike trail pavement.		280,000						
Street & Mobility Improvements	Rockfield Boulevard Signal Synchronization Project	Enhancements to existing traffic signal software and equipment on Rockfield Boulevard from Bake Parkway to Los Alisos Boulevard to improve traffic flow and assist with traffic management in coordination with the City of Lake Forest. City of Lake Forest is the lead agency.		20,000						
Street & Mobility Improvements	Slurry Seal And Local Streets Rehabilitation	Slurry seal and/or rehabilitation of roadway pavements throughout the community of Northwood.		6,963,444	7,200,000	8,550,000	6,000,000	6,500,000	7,000,000	8,700,000
Street & Mobility Improvements	Storm Drain Rehabilitation/Slope Restoration	This funding provides for storm drain infrastructure repairs and/or slope repairs at various locations throughout the City. The current identified location is Culver Drive sinkhole on the east side of Culver, between Campus and Shady Canyon.			150,000		150,000		150,000	
Street & Mobility Improvements	Trabuco Road Pavement Rehab (Jeffrey To Sand Canyon)	Rehabilitation of Trabuco Road from Jamboree Road to Sand Canyon Avenue. Work consists of rehabilitating pavement surface and related improvements/repairs.				300,000		4,000,000		
Street & Mobility Improvements	Trabuco/Remington Traffic Signal	Construction of a new traffic signal at the intersection of Trabuco Road and Remington.	675,000	2,200,000						
Street & Mobility Improvements	Traffic Monitoring Cameras and System	Design and installation of new cameras for monitoring traffic throughout the City. The development of plans, specifications, estimates for the installations of cameras, licenses and management system.		300,000	345,000	395,000	455,000	505,000		
Street & Mobility Improvements	Traffic Signal Controller Module Upgrade	Installation of modules to existing signal controllers at remaining intersections throughout the City to enable current signal management and synchronization for the central traffic system. This includes upgrade includes corresponding software licenses for the modules for necessary computer servers to support the additional intersections.		125,000	125,000					
Street & Mobility Improvements	Traffic Signal Fiber Systems Study	A comprehensive study of the existing traffic signal fiber optic network citywide.			150,000					
Street & Mobility Improvements	Traffic Signal Vehicle & Bicycle Detection Systems Installation	Installation of vehicle and bicycle detection systems on existing traffic signals to improve traffic flow.			600,000					

Category	Project Name	Description	Prior Funding	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Street & Mobility Improvements	Truck Route Roadway Rehabilitation	Final design phase for pavement rehabilitation of roadways impacted by increased trash truck activity. Roads may include, but are not limited to, Sand Canyon Avenue, Portola Parkway and Jeffrey Road.		200,000	2,800,000					
Street & Mobility Improvements	University Drive Widening (Ridgeline to I-405)	Final design and right-of-way phase to widen University Drive between Ridgeline and I-405.	650,000	327,262	3,000,000					
Street & Mobility Improvements	University/Ridgeline Intersection Improvements	Construction phase to add a third through lane for the eastbound movement on University Drive and extend the eastbound and westbound left turn pockets.	1,066,070	2,462,750						
Street & Mobility Improvements	Valley Oak Fiber Installation	Design and construction of 4,000 feet of underground conduit and fiber optic cables on Valley Oak from Irvine Center Drive to the network server room in the OSF building 3 (Signal Maintenance Division).			250,000					
Street & Mobility Improvements	Venta Spur/SR-133 Bike Bridge	The Venta Spur Trail is a Class I bicycle-pedestrian bridge that crosses over the State Route 133 connecting the communities of Woodbury East to the Five Point Communities. The project is commencing the preliminary planning, engineering, and environmental phase in February 2018 and will require approval by Caltrans.			1,000,000	5,000,000				
Street & Mobility Improvements	Walnut Avenue/The Mall Traffic Signal	Design phase for the installation of a new traffic signal at the intersection of Walnut Avenue and The Mall.		250,000	750,000					

2.10

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS AUTHORIZATION TO EXECUTE STATE PROGRAM AGREEMENTS

Director of Transportation

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE EXECUTION OF FUNDING AGREEMENTS FOR FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS

EXECUTIVE SUMMARY

The California Department of Transportation (Caltrans) requires funding and implementation agreements with the City of Irvine to receive federal funds for existing and future Capital Improvement Projects (CIPs). Currently, the Director of Public Works signs these agreements on behalf of the City. The proposed resolution delegates authorization to the Director of Public Works or the Director of Transportation to execute all Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments to agreements with Caltrans on behalf of the City for CIPs that have received City Council approval.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Staff presented the recommended action to the Transportation Commission on May 1, 2018. The Transportation Commission voted 4-0-1 (Chair Greenberg absent), that City Council adopt a resolution authorizing the execution of funding agreements for federally funded CIPs.

ANALYSIS

The City receives federal funds for numerous CIPs. In order to receive federal funding, Caltrans requires the City execute agreements such as Master Agreements and Program Supplemental Agreements. These agreements outline each agency's roles and responsibilities for the purpose of administering and obtaining reimbursement of federal funds. The Director of Public Works currently signs these agreements on behalf of the City. Staff recommends allowing either the Director of Public Works or the Director of Transportation to execute Transportation-related agreements.

To implement project delivery and funding, Caltrans requires the City Council adopt a resolution and authorize a representative to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any future amendments to agreements with Caltrans on behalf of the City for CIPs that have received City Council approval. Any agreements that require changes from what the City Council has approved will be presented to City Council for approval.

ALTERNATIVES CONSIDERED

City Council could deny adoption of a resolution. This alternative is not recommended because the adoption of the resolution will expedite the funding allocation process.

FINANCIAL IMPACT

The adoption of the resolution will allow the City to efficiently execute funding agreements.

REPORT PREPARED BY Cheryl Lea, Senior Transportation Analyst

ATTACHMENTS

1. Resolution

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE EXECUTION OF FUNDING AGREEMENTS FOR FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the City of Irvine is eligible to receive Federal and/or State funding for transportation related projects, through the State of California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements need to be executed with State Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Irvine wishes to delegate authorization to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Funds Transfer Agreements and/or any amendments thereto with the State of California Department of Transportation and the Director of Public Works or Director of Transportation.

NOW, THEREFORE, THE CITY OF IRVINE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Irvine authorizes the Director of Public Works or the Director of Transportation to execute funding agreements with the State of California Department of Transportation to receive funding on behalf of the City for federal-funded and state-funded projects. Such documents, when duly executed by the Director of Public Works, or Director of Transportation, shall be binding upon the City as if separately approved by the City Council.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the _____day of _____, 2018.

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

ATTACHMENT 1

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the _____day of _____, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

2.11

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE
2018 MAY 15 AM 10: 30

RECEIVED
MAY 15 2018
CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: Grace Leung, Acting City Manager

From: Christina Shea, Mayor Pro Tem

Date: May 15, 2018

Re: **Community Partnership Fund Grant Nominations**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve the following community partnership grant awards:

$500	Boys & Girls Club of Irvine
$500	Irvine Community Alliance Fund – Irvine Animal Care Center
$500	Lupus LA
$500	Orange County Veterans Memorial Park Foundation
$500	Woodbridge High School Athletic Boosters
$500	Irvine Historical Society

The above organizations are qualified 501(c)(3) tax-exempt organizations. Unless otherwise indicated, funds will be used to support program costs.

Should the City Council approve this request, the organizations will enter into Funding Agreements with the City that specify the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the May 22 City Council agenda to approve these community partnership grant awards and authorize the City Manager to prepare and execute Funding Agreements.

cc: Irvine City Council
Molly McLaughlin, City Clerk

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2018 MAY 15 AM 10: 30

Memo

RECEIVED

MAY 15 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

To: Grace Leung, Acting City Manager

From: Jeffrey Lalloway, Councilmember

Date: May 15, 2018

Re: **Community Partnership Fund Grant Nomination**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a $2,500 community partnership grant award to the Beckman High School Athletic Booster Club in support of Beckman High School Cross Country team.

Beckman High School Athletic Booster Club is a qualified 501(c)(3) tax-exempt organization that assists and supports the Beckman High School Cross Country program.

Should the City Council approve this request, Beckman High School Athletic Booster Club will enter into a Funding Agreement with the City that specifies the use of grant funds, reporting requirements and regulatory compliance.

I would like to place this item on the May 22 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: Irvine City Council
Molly McLaughlin, City Clerk

3.1

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY AND FEES FOR NON-ATHLETIC FACILITIES

Director of Community Services

City Manager

RECOMMENDED ACTION

1. Receive staff report.
2. Open the public hearing; receive public input.
3. Close the public hearing.
4. City Council comments and questions.
5. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK.
6. Authorize the City Manager to execute an amendment to the 2008 License Agreement with Automotive Marketing Consultants, Inc. to include the proposed Orange County Great Park Facility Reservation Policy and Fees.

EXECUTIVE SUMMARY

With the opening of the Orange County Great Park (Great Park) Sports Complex in August 2017, there has been increased interest and inquiries by the community to reserve facilities, spaces, and non-athletic amenities. Policies and fees for reserving these spaces have not yet been established. The Great Park has several exceptional event spaces that are attractive venues for community events, festivals, and fundraising activities.

The proposed Facility Reservation Policy (Policy) and fees have been developed to complement the type of uses being requested by the community. Permit categories have been established for community organizations, businesses and private parties. The proposed Policy provides a framework for administering non-athletic reservation permits, while maintaining public access to exhibits, attractions, programs, and services. It establishes a fee structure and provides policy direction for processing and managing reservation requests of large and small activities at the Great Park.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its April 24, 2018 meeting, the Orange County Great Park Board voted 4-0-1 (Chairman Wagner, Vice Chairwoman Fox, Director Schott and Shea voting in favor; Director Lalloway absent) to recommend that the City Council approve a resolution (Attachment 1), to adopt the proposed Orange County Great Park Facility Reservation Policy, and reservation fees for certain non-athletic facilities at the Orange County Great Park.

ANALYSIS

Proposed Reservation Policy

The proposed Policy has been drafted and informed by the experiences and lessons learned with reservations at the Great Park, and by using the City's successful Community Services Facility Reservation Policy as a framework and model.

There are a number of reservation spaces at the Great Park that provide opportunities for the public to reserve and host large events and small activities. The Policy seeks to maintain balance for reservations, without compromising access to the exhibits, attractions, programs and services available at the Great Park. The proposed Policy is presented as Attachment 2, and provides language specific to the unique opportunities and reservation spaces available at the Great Park.

The proposed Policy establishes:
- Reservation Permit Categories
- Calendar/Timelines for Reservation Requests
- Policies for Payments, Deposits, Insurance, Cancellations and Changes
- Permit and Site Requirements

Proposed Reservation Fees

The proposed reservation fees for non-athletic facilities at the Great Park are presented as Attachment 3. Four indoor facilities and several outdoor spaces in the Great Park available for public reservations have been identified. In general, the proposed fees were created by benchmarking reservation fees for comparable facilities at other City parks, in combination with event package fees for the typical events requested at the Great Park. The analysis for setting fees compared room sizes and amenities of similar indoor and outdoor amenities at City parks with those available at the Great Park. The proposed reservation fees support the City's goals for cost recovery at the Great Park.

Additionally, staff evaluates fees for appropriateness based on Proposition 26, which defines "tax" as any levy, charge or exaction of any kind that does not fall within the seven exceptions listed in the proposition. The following exception to Proposition 26 applies to reservation fees and charges proposed for the Great Park:

Local Government Property Exemption. Examples: facility rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, zoo admission, tipping fees, golf green fees, etc.

Processing and Managing Reservations

The Great Park is an outstanding venue that draws interest from promoters of large community events, festivals, and fundraising activities that cannot be accommodated at other City parks. A variety of public and private large event reservations are held at the Great Park every year.

While a policy has not been in place to reserve these amenities, reservations have been offered through a License Agreement (Agreement) with Automotive Marketing Consultants, Inc. (AMCI), since 2005. The City's Agreement with AMCI was established in 2005; however, the Department of Navy leased runways to AMCI prior to the transfer of the Great Park property to the City. At its meeting on October 14, 2008, the City Council amended the Agreement to expand AMCI's license area to include: Hangar 244, the Palm Court, Balloon Lawn, Terraced Lawn, and other reservation spaces referred to as the "Preview Park" area of the Great Park.

The License Agreement provides the City 60 percent of the reservation revenues without the costs associated with managing the reservations. As discussed at the Orange County Great Park Board meeting on April 24, 2018, although the specific service is unique, the revenue split is consistent and within range of other service delivery and independent contractor agreements within the department. In delivering the service, AMCI bears the costs within its 40 percent portion. AMCI's management of reservations and events has ensured contracts, permits, and liability requirements are fulfilled. AMCI's oversight and role for events includes working with organizers on site logistics and safety protocols; supervising move-in, set up, and tear-down of events; and providing personnel at the event to ensure City policies and procedures are adhered to.

AMCI has expressed an interest in continuing in this role. The collaboration with AMCI has been cooperative and has represented an efficient means for administering events at the Great Park. If approved by the City Council, the License Agreement with AMCI will be amended to reflect the proposed Policy and fees. Amending the contract and continuing this relationship allows the City to offer facilities for reservation without dedicating personnel and the associated costs, while further defining expectations and associated fees with the delivery of these services. As noted at the Orange County Great Park Board meeting on April 24, 2018, the License Agreement contains a 90-day termination provision that allows for flexibility as the operations at the Great Park evolve.

If approved by the City Council, the proposed fees are adopted by City Council resolution, (presented as Attachment 1). The proposed policy and fees are attached to the resolution document.

ALTERNATIVES CONSIDERED

The City Council may consider not establishing or approving the proposed reservation Policy and fees, or may direct staff to return and provide additional information and/or modifications to the proposed Policy and fees.

FINANCIAL IMPACT

The proposed Policy and fees, in conjunction with the AMCI agreement, are anticipated to generate $110,000 in net revenue for the Great Park in FY 2018-19. These revenues reflect the City's 60 percent share of the reservation fees collected.

REPORT PREPARED BY Ed Crofts, Community Services Manager
Kim Mahon, Senior Management Analyst

ATTACHMENTS

1. City Council Resolution No. 18-XX
2. Proposed Orange County Great Park Facility Reservation Policy
3. Proposed Orange County Great Park Reservation Fees

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK

WHEREAS, the City of Irvine is the owner of real property within the former United States Marine Corps Air Station, El Toro, currently known as the Orange County Great Park (OCGP); and

WHEREAS, state law and provisions of the City of Irvine Charter and Irvine Municipal Code authorize the collection of fees to defray the costs of providing certain City programs and services; and

WHEREAS, the City has policies that govern certain types of fees for OCGP programs, services, activities, and athletic facilities, such as the Community Services Department's "Orange County Great Park Sports Complex Field Allocation and Fee Policy" (adopted October 25, 2016 through City Council Resolution 16-83) and "User Fee Pricing Structures" (adopted on June 11, 2013 through the adoption of City Council Resolution 13-77, as amended October 25, 2016 through City Council Resolution 16-83), but neither of these policies address reservation fees for other kinds of OCGP facilities, such as most non-athletic OCGP facilities; and

WHEREAS, the City Council now desires to establish a policy for reservations of OCGP facilities that are not subject to the above-listed policies, titled the Community Services Department's "Orange County Great Park Reservation Policy," a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference (the "New Policy"); and

WHEREAS, the purpose of the New Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to OCGP facilities; and

WHEREAS, with the adoption of the New Policy, and in accordance with that Policy, the City Council desires to adopt reservation fees for certain non-athletic OCGP facilities, as set forth in Exhibit 2 of this Resolution, attached hereto and incorporated herein by this reference ("New Fees"); and

WHEREAS, this Resolution does not change the reservation fees for athletic facilities governed by the "Orange County Great Park Sports Complex Allocation and Fee Policy" (adopted October 25, 2016 through City Council Resolution 16-83); and

WHEREAS, on April 24, 2018, the Board of Directors for the OCGP considered the New Policy and the New Fees and, by a 4-0-1 vote recommended the City Council approve the Policy to apply to non-athletic OCGP facilities and [approve/not approve] the New Fees; and

WHEREAS, at its regular meeting on May 22, 2018, the City Council considered and provided an opportunity for members of the public to comment on the New Policy and the imposition of the New Fees; and

WHEREAS, the City Council has considered the staff report, staff presentation, the recommendations of the OCGP Board of Directors, and all of the information, evidence, and testimony received at the May 22, 2018 City Council meeting; and

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Irvine resolves as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The adoption of this Resolution does not constitute a "project" for purposes of the California Environmental Quality Act, and, therefore, no environmental assessment is required.

SECTION 3. The City Council hereby authorizes, approves, and adopts the Community Services Department's "Orange County Great Park Reservation Policy," attached hereto as Exhibit 1 (the "New Policy"), which generally governs reservation fees for non-athletic facilities at the Orange County Great Park.

SECTION 4. The proposed facility reservation fees for certain non-athletic OCGP facilities set forth in Exhibit 2 ("New Fees") are based on an analysis of the fee structure for existing City facilities with comparable room sizes and amenities, and a regional market analysis for public facility rentals. They are set in accordance with the New Policy (attached as Exhibit 1) to meet the City's cost recovery goals. The proposed facility reservation fees are charges imposed for use of local government property, or the rental of local government property. As such, they are not a "tax" under Propositions 26 or 218. (Cal. Const. art. 13C, § 1(e)(4).)

SECTION 5. The City Council hereby adopts the proposed New Fees in the amounts set forth in Exhibit 2, attached hereto and incorporated herein as if set forth in full.

SECTION 6. The City Council hereby authorizes those ministerial actions and the expenditure of those amounts necessary to implement the New Policy and New Fees for the Orange County Great Park.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution, and each section, subdivision, sentence, clause, phrase, or portion of this Resolution irrespective of the fact that one or more provisions may be declared invalid.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the ___ day of _____, 2018.

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ___ day of _____, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

COMMUNITY SERVICES POLICY

Orange County Great Park Facility Reservation Policy

City Council Resolution Number: _____
City Council Approved: _____
City Council Amended: _____

_____
Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing activities, events and reservations for the City of Irvine's Orange County Great Park for the enjoyment of the community. The Orange County Great Park Facility Reservation Policy (Policy) is established to ensure use of the Orange County Great Park (Great Park): 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits to provide equitable and reasonable access to Great Park facilities. In accordance with the Irvine Municipal Code (IMC) Section 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted.*

The intent of this Policy is to guide the use and reservation of facilities by residents, community organizations, businesses and non-resident users. With the exception of the facilities governed by the Sports Complex Field Allocation and Fee Policy, all indoor and outdoor reservations at the Great Park shall be governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Section 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Community Services Department shall implement and administer this Policy and the corresponding reservation fees and charges as adopted by the City Council.

Exhibit 1

4.0 RESERVATION PERMIT CATEGORIES

Resident and non-resident reservation requests of private individuals, non-profit organizations, government agencies and commercial entities are defined by the permit categories shown below:

Category	Irvine Permits (R)	Non-Resident Permits (N)
A	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military
B	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges
C	▪ Commercial/For-Profit Entity	▪ Commercial/For-Profit Entity

Note: The categories above are not applicable to event packages.

Nonprofit Organization Permits

Incorporated nonprofit civic, social, cultural and religious organizations. To qualify for resident reservation rates, membership-based organizations shall verify participation equal or greater than 70% Irvine residents. Rosters for membership and participation will be reviewed at the time of application. The applicant shall produce rosters and attendance records at any time upon request of the City of Irvine.

Incorporated nonprofit organizations that do not meet residency requirements may be invoiced at Irvine Permit reservation rates when the organization's primary mission is philanthropic, and service-driven for the Irvine community and its residents.

Private Party Events

Examples of reservation requests for private parties include family reunions, wedding receptions and family picnics. Reservations that require attendees to pay an admission fee, and/or pay for good or services shall be invoiced at Category C reservation rates.

Requests on behalf of an individual fundraising or campaigning for public office in Irvine shall be invoiced at resident rates for Category B. All other requests of political parties and candidates for public office not within the boundary of the City of Irvine shall be invoiced at nonresident rates for Category B.

Commercial and Profit Seeking Permits

Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall invoiced at Category C reservation

rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Reservations are approved on a first-come, first-served basis and applications may be submitted up to twelve (12) months in advance, but no less than forty (40) days prior to the requested date. City may accommodate requests with less than forty (40) days' notice subject to space availability, staffing and reservation logistics.

Note: Reservation requests for large special events as described in Section 6.0 must be submitted no less than ninety (90) days prior to the requested event date.

6.0 ADDITIONAL PERMIT REQUIREMENTS

As determined by the City, public and private events such as festivals, carnivals, and other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following requirements below:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold harmless agreement and certificate of worker's compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, staging, fencing, tenting)
- Additional requirements and City department approvals as identified by the City

Additional Staff

Reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the park, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

7.0 PAYMENTS, DEPOSITS AND INSURANCE

Payments

All facility reservation fees and deposits must be paid prior to permit issuance, and at a minimum thirty (30) days in advance of the activity/event. Payment plans may be available to users in good standing. When payment plans are arranged, applicants must maintain a credit card on file to be charged in the

event of non-payment. Future reservations may be cancelled or denied for users with outstanding balances.

Deposits

Applicants must pay a deposit at the time of application. Deposits will be refunded pending compliance with the Condition of Facility Report. On-going reservations require a standing deposit via a credit card on file, or payment of double the normal event deposit. On-going reservation deposits are not refunded until after the final reservation date.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposit. Any damages to, or defacement of City facilities, equipment and/or park amenities will be deducted from the deposit and/or billed to the applicant at rates equal to cover repair or replacement costs, as determined by the City. The City reserves the right to bill applicant for damages and costs incurred above deposit amount.

Insurance

The City may require applicants to provide liability insurance for an activity/event. Insurance requirements are determined based on the City's risk assessment of the activity/event. Insurance requirements vary by the type of event, facility, and number of anticipated guests; and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Non-Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
31 days or more	100%	100%
30 days or less	100%	0%
No Show	0%	0%

Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
91 days or more	100%	100%
90 days or less	75%	0%
30 days or less	0%	0%

All cancellations are subject to a processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice shall be considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Reservation Changes

Reservation changes include, but are not limited to: date, time, rooms, number of attendees, and amenities.

Changes are processed in accordance with the following schedule:

Change Date	Processing Fee
31 days or more	One change at no charge; $30 per change thereafter
30 days or less	First change 25% of total deposit; $30 per change thereafter

Day of Event Reservation Changes

Additional fees will be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time. Fees shall be invoiced at 150 percent of the applicable reservation rate. No refunds or credits will be issued for early departure from an approved reservation permit.

9.0 RESERVATION HOURS (REGULAR AND PRIMETIME HOURS)

The hours shown below are identified as regular hours for reservation of facilities at the Great Park:

Monday - Friday	9 a.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Great park indoor and outdoor facilities are limited, and in high demand for reservation by the community. The primetime hours below are considered the most sought-after reservation hours. Reservation requests for Great Park rooms and outdoor spaces during these primetime hours are subject to maximum reservations of 12 permits during a calendar year.

Friday	6 p.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Indoor and outdoor spaces that remain available (unreserved) within three-weeks of a specific date, may be reserved by any applicant. Reservations with this "three-week availability" do not count against the annual limit of 12 reservations.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation permits are required for use of City facilities (except in areas where drop-in use is permitted, such as picnic facilities), and for all gatherings with 50 or more people (IMC Section 3-4-123).

Applicants must be at least 21 years of age, and when applicable the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees, and the City reserves the right to reject any future applications.

Unless stated otherwise, reservation periods are in one-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

The City will determine the facilities available for reservation (e.g. dates, days and times), and may limit reservations to ensure balance is provided for scheduled activities, with other community interests for the exhibits, programs and drop-in services.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided at an alternate facility or park site. When alternate facilities are not available or are not acceptable to the applicant, an alternate date or refund will be provided.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

Occupancy Levels and ADA Accommodations

To ensure safety of guests, maximum room capacity shall be followed at all times. Room capacity is established by the Orange County Fire Authority and cannot be adjusted to meet the needs of a reservation. Events exceeding maximum room capacity are subject to immediate closure.

Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City facilities, except in designated smoking areas.

Emergency Response

Applicants may be held responsible for all charges related to an police or fire department response associated with the actions and behavior of participants during the reservation.

Drop-In Activities

Unreserved outdoor spaces are available for drop-in use by private parties on a first-come, first-served basis. Reservations have priority over drop-in/walk-on activities. Patrons using facilities for drop-in activities must be present and may not post signs indicating reservation of an area.

Youth-Oriented Reservations

Youth-oriented activities/events requires submission of a guest list, and one (1) chaperone for every ten (10) youth participants. Chaperones must be 25 years or older. Youth-oriented activities/events may also require wrist bands or other identification methods, additional staff person(s), and/or security at the applicant's expense.

Inspections and Condition of Facilities

Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or park amenities will be deducted from the reservation deposit, and/or invoiced to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages occurred above the deposit amount.

Candles, open flames of any kind, tape, nails, staples, etc., are not permitted on walls, ceilings, floors, windows, or furniture of any facility unless approved by the site supervisor during the reservation walk-through. Throwing of rice, confetti, glitter and/or birdseed is not permitted. Fog machines are permitted on cement or ground areas only.

At the time of arrival on the day of the event, the applicant and/or event contact must inspect the premises with staff and sign the Condition of Facility Report. This report consists of a checklist to ensure clarity regarding the arrival time and the initial condition of the facility and reservation space. A post-reservation walk-through will be required to note any changes in the condition of the facility.

Reservation Walk-Through

The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least thirty (30) days prior to the reserved date. Caterers and special event coordinators should also attend the site meeting. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Additional Permits and Licenses

Applicants are responsible for obtaining all required permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, Vendor Permit and Bounce House Permit.

Loading/Unloading Supplies and Deliveries

Use of motorized vehicles on park grounds for loading and unloading of supplies requires prior approval of the site supervisor. Community Services staff is not authorized to sign for deliveries. Deliveries to the Great Park must be received during approved reservation times and the applicant or a representative must be present to accept deliveries.

Mobile Food Trucks

Mobile Food Trucks are only permitted via the special event permit process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising

For any event that will be advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: This event is a private reservation and is not endorsed or sponsored by the City of Irvine. A copy of flyer and/or electronic communication must be submitted for approval. Images and use of the City and the Orange County Great Park logo, and the use of the Great Park Balloon and its image is restricted and requires advance written approval by the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions

Public parks are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the park in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions may be approved via the special event permitting process.

Vendors

Individuals or businesses displaying or selling items, or providing a service (including bounce houses, mobile food trucks, and caterers) must have a reservation permit or be under an applicant who has a reservation permit.

Vendor must be licensed to conduct business activity in Irvine and must provide proof of a current City Business License or apply for one (valid for one year). Contact Regulatory Affairs at 949-724- 6310 for information regarding securing a Business License. The event applicant is responsible for submitting proof of Business License(s) to the on-site meeting contact or designee at time of the pre-event walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems

Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems is approved during the application process (IMC Section 3-4- 125).

Bounce Houses

Use of bounce house requires a reservation of an area within the park, and bounce houses are only permitted in specific locations of the park. Use of more than one bounce house or use of a bounce with an indoor reservation may be approved on a case-by-case basis and may require an additional reservation of an adjacent outdoor area. The City maintains a list of approved bounce house vendors, and bounce houses must be rented from these approved vendors. Bounce houses with water elements, personal bounce inflatables, dunk tanks and water slides are prohibited. Bounce houses may not impede other City-permitted activities or use of the park by other members public.

Animals and Mechanical Trains and Rides

Pony rides and mechanical trains and rides are not permitted in City parks. Petting zoos may be permitted with approval of the site supervisor, additional fees and an Animal Services Permit. Applicants must also provide an approved safety, supervision and clean-up plan prior to reservation approval. Additional insurance may be required at the applicant's expense and is due at the time of application.

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires application for facility reservation permit. The Open Space Preserve requires a permit for commercial filming/photography, or high-impact non-commercial filming/photography. Applicants must also submit a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired to film during a private party reservation (e.g. wedding, family reunion) is not required to obtain a film permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. The filming/photography location must be returned to its original

condition immediately after conclusion of the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Filming Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

For events where alcohol is served, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

For events where a nominal amount of alcohol is used for strictly ceremonial purposes only, exceptions to some or all of the alcohol requirements may be granted via approval of an Alcohol Waiver application.

13.0 SECURITY

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Depending on the number of youth attendees, presence of alcohol and/or size attendance of an indoor/outdoor event, security service may be required. Security fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

All facility clean-up must be accomplished by the permit end time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are charged an hourly rate and subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to other City Council approved policies and agreements that establish separate user reservation relationships and arrangements for specific programs and/or entities.

ORANGE COUNTY GREAT PARK RESERVATION FEES

ROOM OR AREA			HOURLY FEES BY CATEGORY					
	Square Feet	Deposit	A		B		C	
Indoor Reservations			IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT
Artist Studio Conference Room	313	$100	$38	$60	$45	$60	$68	$75
Visitors Center Conference Room	330	$100	$50	$80	$60	$80	$90	$100
Artist Studio	3,900	$200	$125	$200	$150	$200	$225	$250
Hangar 244 (6 hour minimum)	6,240	$400	$175	$280	$210	$280	$315	$350
Outdoor Reservations								
Outdoor Locations (hourly fees charged per area) - Terraced Lawn - Palm Court - Reflecting Pond and Pier - Festival Lot		$200	$175	$280	$210	$280	$315	$350

Additional Fees	Fee	Notes
Non-Refundable Processing Fee	$30	
Vendor Permit Fees	$50	
Exhibit Relocation Fee	$500	Temporary relocation of exhibits in City facilities
Contract Reservation Support	Contract Terms	Support from City contract personnel will be charged at current contract rates. (Examples include: parking management, porters, security)

NOTES

[1] Additional staff required for reservations are charged to the applicant at full-cost to the City. Refer to Section 6.0 in Reservation Policy.

[2] Reservation deposits are required in the amount shown above, or an amount equal to 10% of the reservation fees, whichever is greater.

[3] Event Packages: An additional $100/hour per event space will be charged for set-up/tear-down on days preceeding and following an event day.
- An additional $100/hour per event space will be charged for load-in, set-up and load-out on days before and following an event day.
- An additional $100/hour per event space will be charged for hours beyond 10 on an event day.
- Deposit for Event Packages: 15% of reservation fees.

Event Packages	Description	NonProfit Rate	Commercial Rate
Hangar Supreme Package (10 hour)	Hangar 244, plaza and promenade exhibit relocation fee may apply	$7,000	$8,750
Hangar Deluxe Package (10 hour)	Hangar 244, plaza or promenade exhibit relocation fee may apply	$5,600	$7,000
Run/Walk Package (10 hour)	Central Timeline, Hangar Promenade and Choice of Terraced Lawn or Balloon Lawn; and includes 3-hour use of City approved 5K run route	$6,000	$7,500
Palm Court Package (10 hour)	Artist Studio, Palm Court and Lawn exhibit relocation fee may apply	$4,000	$5,000

PROPOSED

COMMUNITY SERVICES POLICY

Orange County Great Park Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing activities, events and reservations for the City of Irvine's Orange County Great Park for the enjoyment of the community. The Orange County Great Park Facility Reservation Policy (Policy) is established to ensure use of the Orange County Great Park (Great Park): 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits to provide equitable and reasonable access to Great Park facilities. In accordance with the Irvine Municipal Code (IMC) Section 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted.*

The intent of this Policy is to guide the use and reservation of facilities by residents, community organizations, businesses and non-resident users. With the exception of the facilities governed by the Sports Complex Field Allocation and Fee Policy, all indoor and outdoor reservations at the Great Park shall be governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Section 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Community Services Department shall implement and administer this Policy and the corresponding reservation fees and charges as adopted by the City Council.

ATTACHMENT 2

4.0 RESERVATION PERMIT CATEGORIES

Resident and non-resident reservation requests of private individuals, non-profit organizations, government agencies and commercial entities are defined by the permit categories shown below:

Category	Irvine Permits (R)	Non-Resident Permits (N)
A	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military
B	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges
C	▪ Commercial/For-Profit Entity	▪ Commercial/For-Profit Entity

Note: The categories above are not applicable to event packages.

Nonprofit Organization Permits

Incorporated nonprofit civic, social, cultural and religious organizations. To qualify for resident reservation rates, membership-based organizations shall verify participation equal or greater than 70% Irvine residents. Rosters for membership and participation will be reviewed at the time of application. The applicant shall produce rosters and attendance records at any time upon request of the City of Irvine.

Incorporated nonprofit organizations that do not meet residency requirements may be invoiced at Irvine Permit reservation rates when the organization's primary mission is philanthropic, and service-driven for the Irvine community and its residents.

Private Party Events

Examples of reservation requests for private parties include family reunions, wedding receptions and family picnics. Reservations that require attendees to pay an admission fee, and/or pay for good or services shall be invoiced at Category C reservation rates.

Requests on behalf of an individual fundraising or campaigning for public office in Irvine shall be invoiced at resident rates for Category B. All other requests of political parties and candidates for public office not within the boundary of the City of Irvine shall be invoiced at nonresident rates for Category B.

Commercial and Profit Seeking Permits

Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall invoiced at Category C reservation

rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Reservations are approved on a first-come, first-served basis and applications may be submitted up to twelve (12) months in advance, but no less than forty (40) days prior to the requested date. City may accommodate requests with less than forty (40) days' notice subject to space availability, staffing and reservation logistics.

Note: Reservation requests for large special events as described in Section 6.0 must be submitted no less than ninety (90) days prior to the requested event date.

6.0 ADDITIONAL PERMIT REQUIREMENTS

As determined by the City, public and private events such as festivals, carnivals, and other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following requirements below:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold harmless agreement and certificate of worker's compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, staging, fencing, tenting)
- Additional requirements and City department approvals as identified by the City

Additional Staff

Reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the park, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

7.0 PAYMENTS, DEPOSITS AND INSURANCE

Payments

All facility reservation fees and deposits must be paid prior to permit issuance, and at a minimum thirty (30) days in advance of the activity/event. Payment plans may be available to users in good standing. When payment plans are arranged, applicants must maintain a credit card on file to be charged in the

event of non-payment. Future reservations may be cancelled or denied for users with outstanding balances.

Deposits

Applicants must pay a deposit at the time of application. Deposits will be refunded pending compliance with the Condition of Facility Report. On-going reservations require a standing deposit via a credit card on file, or payment of double the normal event deposit. On-going reservation deposits are not refunded until after the final reservation date.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposit. Any damages to, or defacement of City facilities, equipment and/or park amenities will be deducted from the deposit and/or billed to the applicant at rates equal to cover repair or replacement costs, as determined by the City. The City reserves the right to bill applicant for damages and costs incurred above deposit amount.

Insurance

The City may require applicants to provide liability insurance for an activity/event. Insurance requirements are determined based on the City's risk assessment of the activity/event. Insurance requirements vary by the type of event, facility, and number of anticipated guests; and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Non-Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
31 days or more	100%	100%
30 days or less	100%	0%
No Show	0%	0%

Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
91 days or more	100%	100%
90 days or less	75%	0%
30 days or less	0%	0%

All cancellations are subject to a processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice shall be considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Reservation Changes

Reservation changes include, but are not limited to: date, time, rooms, number of attendees, and amenities.

Changes are processed in accordance with the following schedule:

Change Date	Processing Fee
31 days or more	One change at no charge; $30 per change thereafter
30 days or less	First change 25% of total deposit; $30 per change thereafter

Day of Event Reservation Changes

Additional fees will be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time. Fees shall be invoiced at 150 percent of the applicable reservation rate. No refunds or credits will be issued for early departure from an approved reservation permit.

9.0 RESERVATION HOURS (REGULAR AND PRIMETIME HOURS)

The hours shown below are identified as regular hours for reservation of facilities at the Great Park:

Monday - Friday	9 a.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Great park indoor and outdoor facilities are limited, and in high demand for reservation by the community. The primetime hours below are considered the most sought-after reservation hours. Reservation requests for Great Park rooms and outdoor spaces during these primetime hours are subject to maximum reservations of 12 permits during a calendar year.

Friday	6 p.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Indoor and outdoor spaces that remain available (unreserved) within three-weeks of a specific date, may be reserved by any applicant. Reservations with this "three-week availability" do not count against the annual limit of 12 reservations.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation permits are required for use of City facilities (except in areas where drop-in use is permitted, such as picnic facilities), and for all gatherings with 50 or more people (IMC Section 3-4-123).

Applicants must be at least 21 years of age, and when applicable the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees, and the City reserves the right to reject any future applications.

Unless stated otherwise, reservation periods are in one-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

The City will determine the facilities available for reservation (e.g. dates, days and times), and may limit reservations to ensure balance is provided for scheduled activities, with other community interests for the exhibits, programs and drop-in services.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided at an alternate facility or park site. When alternate facilities are not available or are not acceptable to the applicant, an alternate date or refund will be provided.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

Occupancy Levels and ADA Accommodations

To ensure safety of guests, maximum room capacity shall be followed at all times. Room capacity is established by the Orange County Fire Authority and cannot be adjusted to meet the needs of a reservation. Events exceeding maximum room capacity are subject to immediate closure.

Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City facilities, except in designated smoking areas.

Emergency Response

Applicants may be held responsible for all charges related to an police or fire department response associated with the actions and behavior of participants during the reservation.

Drop-In Activities

Unreserved outdoor spaces are available for drop-in use by private parties on a first-come, first-served basis. Reservations have priority over drop-in/walk-on activities. Patrons using facilities for drop-in activities must be present and may not post signs indicating reservation of an area.

Youth-Oriented Reservations

Youth-oriented activities/events requires submission of a guest list, and one (1) chaperone for every ten (10) youth participants. Chaperones must be 25 years or older. Youth-oriented activities/events may also require wrist bands or other identification methods, additional staff person(s), and/or security at the applicant's expense.

Inspections and Condition of Facilities

Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or park amenities will be deducted from the reservation deposit, and/or invoiced to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages occurred above the deposit amount.

Candles, open flames of any kind, tape, nails, staples, etc., are not permitted on walls, ceilings, floors, windows, or furniture of any facility unless approved by the site supervisor during the reservation walk-through. Throwing of rice, confetti, glitter and/or birdseed is not permitted. Fog machines are permitted on cement or ground areas only.

At the time of arrival on the day of the event, the applicant and/or event contact must inspect the premises with staff and sign the Condition of Facility Report. This report consists of a checklist to ensure clarity regarding the arrival time and the initial condition of the facility and reservation space. A post-reservation walk-through will be required to note any changes in the condition of the facility.

Reservation Walk-Through

The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least thirty (30) days prior to the reserved date. Caterers and special event coordinators should also attend the site meeting. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Additional Permits and Licenses

Applicants are responsible for obtaining all required permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, Vendor Permit and Bounce House Permit.

Loading/Unloading Supplies and Deliveries

Use of motorized vehicles on park grounds for loading and unloading of supplies requires prior approval of the site supervisor. Community Services staff is not authorized to sign for deliveries. Deliveries to the Great Park must be received during approved reservation times and the applicant or a representative must be present to accept deliveries.

Mobile Food Trucks

Mobile Food Trucks are only permitted via the special event permit process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising

For any event that will be advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: This event is a private reservation and is not endorsed or sponsored by the City of Irvine. A copy of flyer and/or electronic communication must be submitted for approval. Images and use of the City and the Orange County Great Park logo, and the use of the Great Park Balloon and its image is restricted and requires advance written approval by the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions

Public parks are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the park in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions may be approved via the special event permitting process.

Vendors

Individuals or businesses displaying or selling items, or providing a service (including bounce houses, mobile food trucks, and caterers) must have a reservation permit or be under an applicant who has a reservation permit.

Vendor must be licensed to conduct business activity in Irvine and must provide proof of a current City Business License or apply for one (valid for one year). Contact Regulatory Affairs at 949-724- 6310 for information regarding securing a Business License. The event applicant is responsible for submitting proof of Business License(s) to the on-site meeting contact or designee at time of the pre-event walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems

Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems is approved during the application process (IMC Section 3-4- 125).

Bounce Houses

Use of bounce house requires a reservation of an area within the park, and bounce houses are only permitted in specific locations of the park. Use of more than one bounce house or use of a bounce with an indoor reservation may be approved on a case-by-case basis and may require an additional reservation of an adjacent outdoor area. The City maintains a list of approved bounce house vendors, and bounce houses must be rented from these approved vendors. Bounce houses with water elements, personal bounce inflatables, dunk tanks and water slides are prohibited. Bounce houses may not impede other City-permitted activities or use of the park by other members public.

Animals and Mechanical Trains and Rides

Pony rides and mechanical trains and rides are not permitted in City parks. Petting zoos may be permitted with approval of the site supervisor, additional fees and an Animal Services Permit. Applicants must also provide an approved safety, supervision and clean-up plan prior to reservation approval. Additional insurance may be required at the applicant's expense and is due at the time of application.

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires application for facility reservation permit. The Open Space Preserve requires a permit for commercial filming/photography, or high-impact non-commercial filming/photography. Applicants must also submit a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired to film during a private party reservation (e.g. wedding, family reunion) is not required to obtain a film permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. The filming/photography location must be returned to its original

condition immediately after conclusion of the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Filming Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

For events where alcohol is served, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

For events where a nominal amount of alcohol is used for strictly ceremonial purposes only, exceptions to some or all of the alcohol requirements may be granted via approval of an Alcohol Waiver application.

13.0 SECURITY

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Depending on the number of youth attendees, presence of alcohol and/or size attendance of an indoor/outdoor event, security service may be required. Security fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

All facility clean-up must be accomplished by the permit end time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are charged an hourly rate and subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to other City Council approved policies and agreements that establish separate user reservation relationships and arrangements for specific programs and/or entities.

PROPOSED

ORANGE COUNTY GREAT PARK RESERVATION FEES

ROOM OR AREA			HOURLY FEES BY CATEGORY					
	Square Feet	Deposit	A		B		C	
Indoor Reservations			IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT
Artist Studio Conference Room	313	$100	$38	$60	$45	$60	$68	$75
Visitors Center Conference Room	330	$100	$50	$80	$60	$80	$90	$100
Artist Studio	3,900	$200	$125	$200	$150	$200	$225	$250
Hangar 244 (6 hour minimum)	6,240	$400	$175	$280	$210	$280	$315	$350
Outdoor Reservations								
Outdoor Locations (hourly fees charged per area) - Terraced Lawn - Palm Court - Reflecting Pond and Pier - Festival Lot		$200	$175	$280	$210	$280	$315	$350

Additional Fees	Fee	Notes
Non-Refundable Processing Fee	$30	
Vendor Permit Fees	$50	
Exhibit Relocation Fee	$500	Temporary relocation of exhibits in City facilities
Contract Reservation Support	Contract Terms	Support from City contract personnel will be charged at current contract rates. (Examples include: parking management, porters, security)

NOTES

[1] Additional staff required for reservations are charged to the applicant at full-cost to the City. Refer to Section 6.0 in Reservation Policy.

[2] Reservation deposits are required in the amount shown above, or an amount equal to 10% of the reservation fees, whichever is greater.

[3] Event Packages: An additional $100/hour per event space will be charged for set-up/tear-down on days preceeding and following an event day.
- An additional $100/hour per event space will be charged for load-in, set-up and load-out on days before and following an event day.
- An additional $100/hour per event space will be charged for hours beyond 10 on an event day.
- Deposit for Event Packages: 15% of reservation fees.

Event Packages	Description	NonProfit Rate	Commercial Rate
Hangar Supreme Package (10 hour)	Hangar 244, plaza and promenade exhibit relocation fee may apply	$7,000	$8,750
Hangar Deluxe Package (10 hour)	Hangar 244, plaza or promenade exhibit relocation fee may apply	$5,600	$7,000
Run/Walk Package (10 hour)	Central Timeline, Hangar Promenade and Choice of Terraced Lawn or Balloon Lawn; and includes 3-hour use of City approved 5K run route	$6,000	$7,500
Palm Court Package (10 hour)	Artist Studio, Palm Court and Lawn exhibit relocation fee may apply	$4,000	$5,000

4.1

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MAY 22, 2018

TITLE: FISCAL YEAR 2018-19 LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IRVINE LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT, FISCAL YEAR 2018-19

EXECUTIVE SUMMARY

The City's Landscape, Lighting and Park Maintenance Assessment District (District) provides funding to maintain and improve citywide street lighting, community parks and neighborhood parks that offer a special benefit to surrounding properties. The recommended action (Attachment 1) authorizes the levy for the Fiscal Year (FY) 2018-19 assessment in the amount specified in the Engineer's Report (Attachment 2). Staff is recommending assessment rates for FY 2018-19 with the following Consumer Price Index (CPI) adjustments: 3.5 percent increase for lighting and community parks, and 1.42 percent increase for neighborhood parks. The assessment revenue will provide $9.45 million or 50 percent of the $18.96 million total budget for landscape, lighting, and park maintenance. The balance of $9.51 million is proposed to be funded from the General Fund, designated property taxes, miscellaneous revenue, and the assessment district's fund balance.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its adjourned regular meeting on April 30, 2018, the Finance Commission reviewed the Fiscal Year 2018-19 Landscape, Lighting and Park Maintenance Assessment, and voted 4-0-1 (Commissioners Stein, Dressler, Reyno and Sievers approving; Commissioner Shute absent), to recommend adopting the resolution approving the Engineer's Report and ordering the levy and collection of assessments.

ANALYSIS

In April 2002 a citywide landowner ballot was conducted, whereby an annual assessment to fund a portion of the costs to maintain, service, operate and improve the street lighting, neighborhood and community park landscaping and facilities within the City was approved. The assessment is subject to an annual adjustment based on the year-to-year March CPI, up to 3.5 percent. The actual CPI increase for March 2018 is 3.8 percent.

The amount levied on a parcel is based on designated land use and proximity to a neighborhood or community park and public street lighting. The method of assessment apportionment is based on the premise that the improvements would not have been required without the development of the parcels within the District and the parcels receive a particular and distinct benefit (special benefit) over and above the general benefits to the public at large. The Engineer's Report determines the parcels' proportional special benefits subject to assessment, which are 60 percent of community park expenditures, 79 percent of neighborhood park expenditures, and 80 percent of lighting expenditures.

The FY 2018-19 assessment for a developed residential dwelling unit, including apartments, condominiums, townhomes and single family residences, ranges from $1.07 to $103.24 per unit annually. Non-residential properties are levied based on lot size, with annual assessments ranging from $6.46 to $342.05 per acre. These rates have been adjusted to reflect a 3.5 percent allowable annual increase for lighting and community parks, and a 1.42 percent increase for neighborhood parks, which meets the assessment requirement to support its special benefit costs. Compared to the FY 2017-18 assessment, the new rates reflect annual increases ranging from $0.03 to $2.44 per residential unit and $0.22 to $8.39 per non-residential acre. Table 1 on the next page identifies the FY 2018-19 rates for individual property type.

Table 1 – FY 2018-19 Proposed Assessments by Land Use and Amenities

Land Use	Unit	Lighting (Private/Public)	Community Park (CP)	Neighborhood Park (NP)	Assessment 2018-19	Increase from 2017-18
Developed Residential						
Private Street	Unit	$1.07			$1.07	$0.03
Private Street, CP	Unit	$1.07	$43.34		$44.41	$1.50
Private Street, NP	Unit	$1.07		$53.44	$54.51	$0.78
Private Street, CP, NP	Unit	$1.07	$43.34	$53.44	$97.85	$2.25
Public Street	Unit	$6.46			$6.46	$0.22
Public Street, CP	Unit	$6.46	$43.34		$49.80	$1.69
Public Street, NP	Unit	$6.46		$53.44	$59.90	$0.97
Public Street, CP, NP	Unit	$6.46	$43.34	$53.44	$103.24	$2.44
Developed Commercial/Industrial						
Private Street	Acre	$6.46			$6.46	$0.22
Private Street, CP	Acre	$6.46	$130.02		$136.48	$4.62
Private Street, NP	Acre	$6.46		$160.32	$166.78	$2.46
Private Street, CP, NP	Acre	$6.46	$130.02	$160.32	$296.80	$6.86
Public Street	Acre	$51.71			$51.71	$1.75
Public Street, CP	Acre	$51.71	$130.02		$181.73	$6.15
Public Street, NP	Acre	$51.71		$160.32	$212.03	$3.99
Public Street, CP, NP	Acre	$51.71	$130.02	$160.32	$342.05	$8.39
Developed Institutional						
Private Street	Acre	$6.46			$6.46	$0.22
Private Street, CP	Acre	$6.46	$130.02		$136.48	$4.62
Private Street, NP	Acre	$6.46		$160.32	$166.78	$2.46
Private Street, CP, NP	Acre	$6.46	$130.02	$160.32	$296.80	$6.86
Public Street	Acre	$38.78			$38.78	$1.31
Public Street, CP	Acre	$38.78	$130.02		$168.80	$5.71
Public Street, NP	Acre	$38.78		$160.32	$199.10	$3.55
Public Street, CP, NP	Acre	$38.78	$130.02	$160.32	$329.12	$7.95

The proposed FY 2018-19 assessment is estimated to provide $9.45 million of the $18.96 million total cost for landscape, lighting and park maintenance, in conjunction with $5.15 million provided by the General Fund, $3.31 million from designated property taxes for the maintenance of street lights and miscellaneous revenues, and $1.05 million from the District's fund balance. The District also receives $28,407 in contribution from Community Facilities District (CFD) No. 2013-3 (Great Park). This amount is reserved to be transferred to the Orange County Great Park Fund next year.

The projected assessment of $9.45 million reflects an annual evaluation of the park locations within the District in relation to individual parcels, including new park facilities and construction. The final Engineer's Report describes the boundaries of the District including zones, improvements authorized by the Landscape and Lighting Act of 1972, the District's improvements and services, a list of park and recreational facilities to be maintained and serviced, and the method of apportionment.

Table 2 provides the actual sources and uses of funding for the District in FY 2016-17, the estimated actual for FY 2017-18, and the proposed budget for FY 2018-19.

Table 2 – Sources and Uses

	Actual 2016-2017	Estimated Actual 2017-2018	Proposed Budget 2018-2019
SOURCES			
Assessment	$ 8,611,165	$ 8,840,733	$ 9,452,700
Property Tax	2,904,048	3,085,647	3,147,360
Miscellaneous	235,587	262,619	163,000
General Fund Contribution	6,131,308	4,281,894	5,146,705
Great Park Contribution	18,848	21,780	28,407
Assessment Fund Balance	498,134	1,617,430	1,045,418
Total Sources	18,399,090	18,110,103	18,983,590
USES			
Park Landscaping	8,341,572	8,446,024	9,634,863
Park Facility Maintenance	3,157,682	3,144,499	3,660,297
Street Lighting	5,220,129	5,394,555	5,553,234
Administration Costs	62,277	79,607	66,161
Transfer to Orange County Great Park	-	-	40,628
Total Uses	16,781,660	17,064,685	18,955,183
Excess (Deficiency) of Sources	$ 1,617,430	$ 1,045,418	$ 28,407
PERCENTAGE OF SOURCE TO TOTAL			
Assessment	46.80%	48.82%	49.79%
Property Tax	15.78%	17.04%	16.58%
Miscellaneous	1.28%	1.45%	0.86%
General Fund Impact	33.32%	23.64%	27.11%
Great Park Contribution	0.10%	0.12%	0.15%
Assessment Fund Balance	2.71%	8.93%	5.51%
Total	100.00%	100.00%	100.00%

The costs to maintain 20 community parks, 40 neighborhood parks, 15,474 street lights and 365 traffic signals in FY 2018-19 are estimated at $18.96 million. Park landscaping costs of $9.63 million is for community and neighborhood park landscaping, athletic field care, and tree trimming. Park facility maintenance costs of $3.66 million is for utilities (electric, gas and water), contracted services, heating, ventilation and air conditioning (HVAC), and general building maintenance. Street lighting cost of $5.56 million is for the maintenance, repair, and electricity for street lights and traffic signals. Administration costs of $0.07 million include the County's fees for levy collection, administration fees

and the cost to prepare the Engineer's Report. The District also transfers $0.04 million of Great Park CFD contributions to the Orange County Great Park Fund.

The proposed budget for FY 2018-19 is $1.9 million or 11 percent higher than the estimated actual for FY 2017-18. The increase from the prior year estimate is a result of adding two new community parks, nine signalized intersections, and 100 street lights, as well as rising costs in landscape maintenance contracts, salary and benefits, and utilities.

ALTERNATIVES CONSIDERED

The City Council could decide to levy the assessment without CPI increase for FY 2018-19. If the CPI adjustment is not implemented, the estimated assessment for FY 2018-19 would total $9.21 million, or approximately $245,000 less in revenue than the proposed rates. The General Fund contribution would need to increase to make up this loss of revenue.

The City Council could choose not to levy the assessments. This option is not recommended as the General Fund would need to provide replacement funding of $9.45 million to support these activities at current budgeted service levels. Without additional funding, service levels would need to be evaluated.

FINANCIAL IMPACT

The projected 2018-19 assessment is estimated to fund $9.45 million of the $18.96 million total costs. If the City Council approves this assessment, the General Fund would provide $5.15 million in funding. Designated property taxes and miscellaneous revenues from park rentals, recovered expenses, and utility rebates would provide another $3.31 million. The remaining $1.05 million would come from the District's fund balance.

REPORT PREPARED BY Jennifer King, Finance Administrator
Jay Ponce, Senior Management Analyst

ATTACHMENTS

1. Resolution
2. Engineer's Report

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IRVINE LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT, FISCAL YEAR 2018-19

WHEREAS, the City Council of the City of Irvine, by Ordinance No. 97-02, adopted on February 25, 1997, added Sections 2-7-710 through 2-7-725 to the Irvine Municipal Code (hereafter referred to as the "Municipal Code"), authorizing maintenance assessments for maintaining and operating public improvements within the City; and

WHEREAS, the City Council pursuant to the provisions of the Municipal Code desires to levy and collect annual assessments for the "Irvine Landscape, Lighting and Park Maintenance Assessment" (hereafter referred to as the "District"), to pay for the operation, servicing, and maintenance of landscaping, lighting and appurtenant facilities, parks, and recreation improvements, including but not limited to, electrical energy, water, materials, contracting services, personnel, and other items necessary to operate satisfactorily. The Municipal Code provides for the levy of such assessments by the County on behalf of the City pursuant to Section 2-7-723; and

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk a Report in connection with the District and levy of assessments for Fiscal Year 2018-19 (Beginning July 1, 2018 and ending June 30, 2019) in accordance with Section 2-7-713 of the Municipal Code; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the budget items and documents as set forth therein, and is satisfied that the assessments for Fiscal Year 2018-19 have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report; and

WHEREAS, the City Council desires to levy the Assessments described in said Report for the Fiscal Year 2018-19 and the assessment rates contained therein are less than or equal to the adjusted maximum assessment rates previously approved and adopted for the District. The requirements for noticing, assessment balloting, public hearing, and majority protest identified in Sections 2-7-714 through 2-7-717 of the Municipal Code are not applicable to the annual levy of assessments unless the assessments are new or increased beyond the annually adjusted maximum rates.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE AS FOLLOWS:

ATTACHMENT 1

SECTION 1. The preceding recitals are all true and correct.

SECTION 2. The City Council hereby declares that it is its intention to seek the annual levy of the District in accordance with Section 2-7-722 of the Municipal Code, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs of the installation, maintenance and servicing of the landscaping, lighting and appurtenant facilities, parks, and recreation improvements and operations related thereto for Fiscal Year 2018-19.

SECTION 3. The territory included within the District is generally described as being contiguous with the boundaries of the City of Irvine and shall be designated as "Irvine Landscape, Lighting and Park Maintenance Assessment."

SECTION 4. The improvements for Fiscal Year 2018-19 include the operation, servicing, and maintenance of landscaping, lighting and appurtenant facilities, parks, and recreation improvements, including but not limited to, electrical energy, water, materials, contracting services, personnel, and other items necessary for the satisfactory operation of the following services:

- Landscaping and Appurtenant Facilities - Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalks and appurtenant facilities, in parks and recreation facilities within the boundary of the City of Irvine;

- Lighting and Appurtenant Facilities - Poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide street lighting in public rights-of-way, easements, parks and recreation facilities within the City of Irvine;

- Parks and Recreation Improvements and Appurtenant Facilities - Lights, athletic fields, playgrounds, playground equipment, public restrooms, park furniture, site amenities, and appurtenant facilities in public parks and recreation facilities within the boundaries of the City of Irvine.

SECTION 5. The City Council hereby approves the Fiscal Year 2018-19 Report as filed, and hereby determines that the maintenance assessment contained therein in the aggregate amount of approximately $9,452,700 validly and lawfully apportions the cost of maintaining and operating the landscaping, lighting and park improvements to be maintained and operated, as set forth in the Fiscal Year 2018-19 Report, against all parcels which are specially benefited from such maintenance and operation.

SECTION 6. The City Council, by the passage of this resolution, hereby levies the landscaping, lighting and park maintenance assessment for the Fiscal Year 2018-19, and directs its collection in the manner provided in Ordinance No. 97-02 resulting in Section 2-7-723 of the Municipal Code. All amounts collected pursuant hereto shall be kept by the City Treasurer in a separate fund and expended only for the payment of the

costs and incidental expenses of maintaining, operating and servicing the landscaping, lighting and park improvements set forth in the Report.

SECTION 7. The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIIID and Ordinance 97-02.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of May, 2018.

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, Molly McLaughlin, City Clerk of the City of Irvine, California, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 22nd day of May, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

City of Irvine

Landscape, Lighting and Park Maintenance Assessment

FY 2018-2019 Engineer's Report

Finance Commission Meeting: April 30, 2018
City Council Meeting: May 22, 2018

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial

WILLDAN FINANCIAL SERVICES

ATTACHMENT 2

ENGINEER'S REPORT AFFIDAVIT

City of Irvine

Landscape, Lighting and Park Maintenance Assessment

City of Irvine
County of Orange, State of California

This Report describes the Assessment and all the improvements, budgets, parcels, and assessments to be levied for Fiscal Year 2018-2019 as they exist at the time of the passage of the Resolution of Intention. Reference is hereby made to the Orange County Assessor's maps for a detailed description of the lines and dimensions of parcels within the Assessment boundary. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 13th day of April, 2018.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irvine

By: _____
Gladys Medina
Group Manager

By: Richard Kopecky
Richard Kopecky
R. C. E. # 16742

REGISTERED PROFESSIONAL ENGINEER
RICHARD L. KOPECKY
C 16742
EXP 6-30-19
CIVIL
STATE OF CALIFORNIA

TABLE OF CONTENTS

Introduction 1

Report Content and Annual Proceedings 2

Part I - Plans and Specifications 5

A. District Overview 5

B. District Improvements and Services 5

Part II - Method of Apportionment 9

A. Key Provisions of the 1972 Act 9

B. Proposition 218 Benefit Analysis 9

C. Benefit Analysis 10

D. Zones of Benefit 15

E. Assessment Methodology 17

Part III - Estimate of Costs (Budget) 24

A. Description of Budget Items 24

B. Budget Fiscal Year 2018-2019 24

C. Assessment Rate Summary 26

Part IV – Assessment Roll (Fiscal Year 2018-2019) 29

Part V – District Diagrams 31

Introduction

Pursuant to the provisions of Section 2-7-710 through 2-7-725 of the City of Irvine, California Municipal Code, being Article C, "Maintenance Assessments" (the "Code"), this Engineer's Report is prepared in compliance with the requirements of Article 4, Chapter 1, of the Landscaping and Lighting Act of 1972 (the "1972 Act"), which is Part 2, of Division 15 of the California Streets and Highways Code and in compliance with the substantive and procedural requirements of the California State Constitution, Article XIIID ("Article XIIID").

This Engineer's Annual Levy Report ("Report") describes the City of Irvine ("City") Landscape, Lighting and Park Maintenance Assessment ("District") and the proposed assessments for Fiscal Year 2018-2019. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a special benefit to those properties.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Orange County Assessor's Office. The Orange County Auditor/Controller uses Assessor Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Pursuant to City Ordinance 97-02, the City Council will confirm the Engineer's Annual Report as submitted or amended and order the levy and collection of assessments, provided the proposed assessment rates contained therein are less than or equal to the adjusted maximum assessment rates previously approved and adopted for the District. The requirements for noticing, assessment balloting, public hearing, and majority protest identified in Sections 2-7-714 through 2-7-717 of the Code are not applicable to the annual levy of assessments unless the assessments are new or increased assessments as defined therein. The approved assessment information for Fiscal Year 2018-2019 will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

In April 2002, the District's Assessments were established pursuant to City Council resolution following a property owner protest ballot proceeding, conducted in compliance with the provisions of Article XIIID Section 4, to approve and confirm the District's Maximum Assessments and an Assessment Range Formula (inflationary adjustment).

Accordingly, commencing with Fiscal Year 2003-2004, the District's maximum assessments may be increased each year, based upon the Consumer Price Index ("CPI"), All Urban Consumers, for the Orange County Area. Beginning January 2018, the Bureau of Labor Statistics changed the Index, so commencing with Fiscal Year 2018-2019, the District's maximum assessments may be increased each year, based upon the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles-Long Beach-Anaheim Area, from March to March on a calendar year basis, as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Assessment Engineer shall compute the percentage difference between CPI for March of the current year and CPI for the previous March, and shall then adjust the previous fiscal year's maximum assessment rates by an amount not to exceed such percentage for the upcoming fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living. In no event, will the maximum assessment increase more than 3.5 percent (3.5%) per year.

The proposed District assessments for Fiscal Year 2018-2019 are to be heard before the City Council at a regular meeting on May 22, 2018.

In the event that the City Council determines that the maximum inflation adjustment allowed on the assessments is not required for a given fiscal year, the City Council may adopt assessments less than the allowable maximum assessments for that year. If the budget and assessments for the District do not require an increase or the increase is less than the allowable adjustment, then the budget and resulting assessments shall be applied. If the budget and assessments for the District require an increase greater than the allowable maximum assessments, then the proposed assessments are considered increased assessments and the proposed increases would be subject to approval by the property owners subject to the increased assessment.

All new or increased assessments as defined by Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act which is Article 4.6, of Part 1, of Division 2 Title 5 of the California Government Code will be subject to the substantive and procedural requirements of Article XIIID, Section 4 with the exception of the CPI increase per year, which is discussed in more detail in the Method of Apportionment Section of this Report. Changes in land use, parcel subdivisions and/or expansion of the improvements being maintained resulting in an increase to a particular parcel or group of parcels are not an increased assessment.

Report Content and Annual Proceedings

This Report has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for fiscal year 2018-2019.

This Report outlines the District structure, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for fiscal year 2018-2019. The annual assessments to be levied on properties within the District provide a funding source for the continued operation and maintenance of landscaping, parks and public lighting improvements within various zones of benefit ("Zones") that provide special benefits to the properties within the District and each respective Zone. A description of these Zones is provided in Part II – Method of Apportionment, "Zones of Benefit" section of this Report. Each fiscal year, the City establishes the District's assessments based on an estimate of the costs to maintain, operate and service the improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The budgeted costs of the improvements and the proposed annual assessments to be levied against properties within the District may include, but are not limited to, the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves or for periodic maintenance and improvement rehabilitation projects as authorized by the 1972 Act. Each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

Each Zone outlined in this Report is a reflection of the various improvements and the types of improvements and services to be provided by the District for the properties that are directly associated with and benefit from those improvements. The net annual cost to provide the improvements are allocated to the benefiting properties within each Zone using a weighted method of apportionment that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the District improvements and services.

A description of this weighted method of apportionment is provided in Part II – Method of Apportionment, "Assessment Methodology" section of this Report.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the Orange County Auditor/Controller to be included on the property tax roll for each parcel.

As required by the 1972 Act, this Report describes the improvements to be provided, maintained and serviced by the District, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for Fiscal Year 2018-2019.

This Report consists of five (5) parts:

Part I

Plans and Specifications: This section provides a general description of the District and the improvements for which parcels are assessed. The proposed assessments as outlined in this Report are based on the improvements that provide a special benefit to the properties within the District and generally include the operation, servicing, and maintenance of landscaping, public lighting facilities, parks, recreation improvements and related appurtenant facilities, including but not limited to, electrical energy, water, materials, contracting services, personnel, and other items necessary for the satisfactory operation, maintenance and servicing of those improvements authorized pursuant to the 1972 Act. The plans and specifications contained in this Report generally describe the nature and extent of the improvements. More detailed information regarding the specific plans and specifications associated with each Zone are on file in the Public Works Department and by reference are made part of this Report.

Part II

Method of Apportionment: This section includes a discussion of the general and special benefits associated with the various improvements to be provided within the District ("Benefit Analysis"), which includes a discussion of the proportional costs of the special benefits and a separation of costs considered to be of general benefit and therefore not assessed. This section of the Report also outlines the method of calculating each property's proportional special benefit necessary to calculate the property's annual assessment. This method of apportionment is consistent with the previously adopted method of apportionment for the District that was approved by the property owners in a protest ballot proceeding conducted in 2002.

Part III

Estimate of Costs: An estimate of the annual costs ("Budget Fiscal Year 2018-2019") to operate, maintain, and service the landscaping, public lighting facilities, parks, recreation improvements and related appurtenant facilities including, but not limited to: labor, materials, utilities, equipment, and administration expenses as well as the collection of other appropriate funding authorized by the 1972 Act and deemed necessary to support the improvements. Those improvements and/or

costs determined to be of general benefit shall be funded by a City contribution. In addition to the general benefit costs, the City may provide additional funding to support the maintenance and operation of the improvements considered to be of special benefit.

Part IV

Assessment Roll: The assessment amounts to be levied and collected in Fiscal Year 2018-2019 for each parcel is based on the parcel's calculated proportional special benefit as outlined in the Method of Apportionment (Part II of this Report) and the annual assessment rates established by the estimated budgets (Part III of this Report). Due to the number of parcels within the District, the Assessment Roll for Fiscal Year 2018-2019 has been filed electronically with the City Clerk rather than displayed in this Report and by reference the listing of the Assessor's Parcel Numbers and the corresponding assessment amounts are made part of this Report.

Part V

District Diagrams: This section of the Report contains a series of diagrams showing the boundaries of the Zones within the District for Fiscal Year 2018-2019 which incorporate the parcels determined to receive special benefits from the various District improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District and Zones are shown on the Orange County Assessor's Parcel Maps, and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Orange County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part I - Plans and Specifications

A. District Overview

The territory within the District consists of all lots or parcels of land within the City of Irvine and the boundaries of the District are coterminous with the City boundaries. The purpose of this District is to provide in part through annual assessments, funding for the ongoing operation, servicing, and maintenance of landscaping, public lighting facilities, parks, recreation improvements and related appurtenant facilities throughout the City. The lines and dimensions of each parcel subject to the assessments are those parcels within the City as shown on the Maps of the Assessor of the County of Orange for Fiscal Year 2018-2019 and said maps are incorporated by reference herein and made part of this Report. A diagram showing the boundaries of the District for Fiscal Year 2018-2019 is contained in Part V – District Diagrams of this Report.

Each of the parcels located within the District and subject to special benefit assessments are those parcels listed on the latest County of Orange Secured Property Tax Roll at the time this Report was prepared and such parcels including all subsequent new parcels created from subdivisions, consolidations, or lot line adjustments for Fiscal Year 2018-2019 are incorporated by reference herein and made part of this Report. For Fiscal Year 2018-2019, all parcels within the District have been assigned to one or more Zones based on the special benefits received by each parcel from the improvements provided by the District. A description of these Zones is provided in Part II – Method of Apportionment, "Zones of Benefit" section of this Report.

Subsequent to the adoption of this Report as well as in subsequent fiscal years, any new parcels created from subdivisions, consolidations, or lot line adjustments will cause the assessments for such parcels to be recomputed and the new parcels will be incorporated into the District boundary and designated Zone(s) based on the improvements that provide special benefits to such parcels and the resulting recalculated assessments for those parcels will be applied and submitted to the County Auditor/Controller for inclusion on the County tax rolls.

B. District Improvements and Services

1. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this District, the 1972 Act generally defines "Improvements" to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The installation of park or recreational improvements, including, but not limited to, all of the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.

- Lights, playground equipment, play courts, and public restrooms.

- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of land for park, recreational, or open-space purposes.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.
- The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.
- Incidental expenses associated with the improvements or District including, but not limited to:
  - The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
  - The costs of printing, advertising, and the publishing, posting and mailing of notices;
  - Compensation payable to the County for collection of assessments;
  - Compensation of any engineer or attorney employed to render services related to the District;
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
  - Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
  - Costs associated with any elections held for the approval of a new or increased assessment.

As applicable or may be applicable to this District, the 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

As applicable or may be applicable to this District, the 1972 Act identifies "service" or "servicing" to mean the furnishing of:

- Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
- Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

2. Description of the District Improvements and Services

It is the goal and intent for this District to provide a stable revenue source that will allow the City to provide for the on-going maintenance and servicing of public lighting, landscaping and the park and recreational facilities that directly affect the properties within the District and quality of life for residents, tenants, employees and owners of those properties. The special benefit assessments to be levied for the District in accordance with this Report for Fiscal Year 2018-2019 are intended to fund in whole or in part various improvements and activities that specially benefit properties within the District. The items that may be funded through the District are defined in the 1972 Act as Improvements and those improvements include, but are not limited to:

Street Lighting and Appurtenant Facilities

Lighting and appurtenant facilities for the District may include but is not limited to street lighting improvements in the public rights-of-way and easements, and lighting facilities within the parks, recreational facilities and other public areas within the City. The City is responsible for the electrical costs of 15,374 street lights citywide. It is estimated that the City will acquire 100 additional street lights this year. The City currently owns and operates 356 signalized intersections citywide. It is estimated that the City will acquire 9 additional signalized intersections this year. These lighting improvements may include, but are not limited to the poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices and related appurtenant facilities.

Park and Recreation Improvements and Appurtenant Facilities

Park and recreation improvements and appurtenant facilities for the District include, but are not limited to trees, turf, ground cover, shrubs, plantings, irrigation and drainage systems, hardscapes, fixtures, sidewalks, paths, athletic fields, courts, playgrounds, playground equipment, public restrooms, park furniture, site amenities, lights and appurtenant facilities in public parks and recreation facilities within the boundaries of the City.

The park and recreational facilities being maintained and serviced through the District for Fiscal Year 2018-2019 include, but are not necessarily limited to the following community parks and neighborhood parks:

PARK AND RECREATIONAL FACILITIES

District Community Parks	
Colonel Bill Barber Marine Corps Memorial	Mike Ward Woodbridge Park
Cypress Park	Northwood Park
David Sills Lower Peters Canyon Park	Oak Creek Park
Deerfield Park	Portola Springs Park
Harvard Park	Quail Hill Park
Heritage Park	The Great Park
Hicks Canyon Park	Turtle Rock Park
Las Lomas Park	University Park
Los Olivos Park	Windrow Park
Mark Daily Athletic Field	Woodbury Park

District Neighborhood Parks		
Alderwood Park	Eastwood Park	San Carlo Park
Blue Gum Park	Flagstone Park	San Leandro Park
Bommer Vista Point Park	Hoeptner Park	San Marco Park
Brywood Park	Homestead Park	Settlers Park
Canyon Park	Knollcrest Park	Silkwood Park
Carrotwood Park	Meadowood Park	Stonegate Park
Chaparral Park	Orchard Park	Sweet Shade Park
Citrusglen Park	Orchard Trail Park	Sycamore Park
College Park	Pepperwood Park	Trabuco Center Park
Comstock Park	Pinewood Park	Valencia Park
Coralwood Park	Plaza Park	Valley Oak Park
Creekview Park	Presley Park	Willows Park
Cypress Grove Park	Racquet Club Park	
Dovecreek Park	Ranch Park	

As authorized by the 1972 Act, the aforementioned improvements provided by the District and associated with each Zone incorporate various landscaping, public lighting facilities, parks, recreation improvements and related appurtenant facilities that are maintained and serviced for the benefit of real property within the District. These improvements were either installed in direct connection with the development of properties in the District or were considered necessary for the development of those properties to their full and best use. The work to be performed may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements, and incidental expenses required or necessary to ensure the satisfactory operation of the District and provide for the improvements and services. The maintenance and servicing of these improvements may include, but is not limited to

- repair, removal or replacement of all or part of any of the landscaping, public lighting facilities, park and recreation improvements, or appurtenant facilities;
- providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury;
- the removal of trimmings, rubbish, debris and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
- the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, and any lighting associated with the park and recreation improvements; and
- the furnishing of electric current and water for operation of the landscaping irrigation and/or park facilities and related appurtenances.

Part II - Method of Apportionment

A. Key Provisions of the 1972 Act

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements including, the acquisition, construction, installation, maintenance and servicing of public lighting, landscaping within public right-of-ways or easements, and park and recreational improvements and facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value, notably:

Section 22573 defines the net amount to be assessed as follows:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Section 22574 provides for zones as follows:

> *"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."*

B. Proposition 218 Benefit Analysis

The improvements provided by this District and for which properties are assessed are public improvements and related amenities that have been identified and allocated to parcels within the District based on proportional special benefit. The assessments and method of apportionment is based on the premise that these improvements would not have been required without the development of parcels within the District. In conjunction with the provisions of the 1972 Act, the California Constitution Article XIIID addresses several key criteria for the levy of assessments, notably:

Article XIIID Section 2 (d) defines District as follows:

> *"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";*

Article XIIID Section 2 (i) defines Special Benefit as follows:

> *"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."*

Article XIIID Section 4 (a) defines proportional special benefit assessments as follows:

> *"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

C. Benefit Analysis

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the various lighting, landscaping, parks, and recreational improvements to be funded by the assessments. The formulas used for calculating assessments and the designation of Zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit", consistent with the provisions of the 1972 Act and Article XIII D of the California Constitution (Proposition 218).

1. General Benefits

Parks and Recreational Facility General Benefit

Assessments are established on the basis of a calculated proportional special benefit to properties within a district. Because general benefits are not assessable, the general benefit costs are excluded from the assessment calculation. With respect to this District, the various park and recreational improvements to be installed, serviced, and maintained are located within the public right-of-ways, dedicated public easements or other public areas, including designated community parks and neighborhood parks, sports facilities, recreation and activity centers and facilities within the City. Although these improvements are located throughout the City and clearly provide a special benefit to properties within the District, it is also recognized that these improvements are public facilities that will occasionally be utilized by the public at large (general public) and may even be in proximity to some properties outside the District that are not assessed. The fact that these improvements are accessible to the general public and may even be in proximity to some properties outside the District boundaries or special benefit service areas (properties that are not assessed) would suggest that at least a portion of the cost to provide the improvements is of general benefit.

For this District, the typical park service area and utilization standards developed by the National Recreation and Parks Association have been used as a guide to establish the special benefit conferred from public park and recreational improvements as compared to the general benefit

conferred. Well-maintained public parks provide both a general benefit to the public at large and a special benefit to properties located within a reasonable distance of the park facility. The standards developed by the National Recreation and Parks Association indicate that properties within three (3) miles of a community park, and one to one and one-half (1-1½) miles of a neighborhood park regularly utilize and benefit from these improvements and facilities. Although these standard distances are commonly utilized in developing park and recreational infrastructure and often used as the basis for determining special benefit, to ensure properties are not assessed for more than their proportional special benefit, this District utilizes reduced distances from improvements ("special benefit radius" or "service area radius") for assigning special benefits for both community parks and neighborhood parks are shown in the table below:

Park	Special Benefit Radius
Neighborhood	½ mile
Community	1 ½ mile

A review and analysis of the District's park and recreational improvements and surrounding properties reveals that the 1½ mile service area radius established for community parks incorporates approximately 35,280 acres, of which approximately 28,790 acres is within the boundaries of the District, but approximately 6,490 acres or slightly less than nineteen percent (19%) of this total acreage is outside the City and District boundaries. While many of these parcels are likely served more directly by park and recreational facilities outside of the District or encompass largely undeveloped areas, these properties have proximity to the improvements associated with the District and it can be assumed that the owners, residents and employees of these parcels may occasionally utilize or reasonably have access to the improvements within the District. Therefore, it is reasonable to conclude that nineteen percent (19%) of the total cost to fund the community parks and recreational improvements is non-assessable and of general benefit. In addition, although all parcels within the ½ mile service area established for neighborhood parks are currently within the District boundaries, potentially additional neighborhood parks may be constructed within the District near the City boundaries resulting in some general benefit to properties outside the District. However, because the service radius for these neighborhood parks is one-third (1/3) that of a community park, it is reasonable to conclude that no more than one-third (1/3) or approximately six percent (6%) of the total cost to fund the neighborhood parks and recreational improvements is non-assessable and of general benefit.

In addition to the general benefit attributable to properties outside the District, approximately five percent (5%) all properties within the District boundaries are located outside the 1½ mile special benefit service area for the designated community parks and/or the ½ mile special benefit service area for the designated neighborhood parks. Although it may be reasonable to conclude that the owners, residents and employees of these parcels may utilize the District's park and recreational improvements, multiple studies suggest that proximity to park and recreational improvements is a key factor in the utilization of those facilities, and conservatively it is reasonable to conclude that the benefits these parcels receive from the existing community parks and neighborhood parks is more general than special. Therefore, five percent (5%) of the total cost to fund these improvements are considered non-assessable and of general benefit to properties within the District for both community parks and neighborhood parks.

As noted above, the District improvements clearly provide some measure of general benefit to properties outside the District and to properties within the District as well, but it is also recognized that park and recreational improvements inherently provide general benefit to people and the public in general. While much of the benefits to people are more directly tied to Recreational

Programs (which are not part of the funding provided by the District or contemplated by this Report), the park and recreational facilities themselves provide indirect benefits to people within the District and the public in general, such as:

- Health, social and self-improvement benefits derived from utilizing the facilities;
- Increased social opportunities and active involvement for children, teens and senior citizens;
- Group participation, character building, mentoring, and coaching for the youth in the community, that provides a positive atmosphere and reduces idle time that might otherwise result in criminal activities;
- Family and group activities that help to strengthen family value and reduce ethnic and social tensions.

These indirect benefits may be considered more general than special, but are difficult to measure quantitatively. The need for, and the utility of, park and recreational improvements is created by the development of residential and non-residential land uses. Benefits to people are largely secondary benefits created by the primary benefits of increased recreational access of more concentrated developments and conservatively, it is estimated that no more than ten percent (10%) of the cost to provide and maintain such improvements is attributable or considered a general benefit to the overall public.

Based on the preceding discussion, collectively, it has been determined that approximately thirty-four percent (34%) of the costs to provide the District's community park and recreational improvements and approximately twenty-one percent (21%) of the costs of the District's neighborhood park and recreational improvements are attributable to general benefit. This Report assumes general benefit to be approximately forty percent (40%) of the total annual maintenance costs for community parks and twenty-two percent (21%) of the total annual maintenance costs for neighborhood parks.

Street Lighting General Benefit

The District streetlight and traffic signal improvements are located throughout the City and based on the location and extent of those lighting improvements within the City (traffic signals, neighborhood street lighting, perimeter street lighting, arterial and collector street lighting, etc.), it is evident that these improvements were primarily installed in connection with the development of the properties or would otherwise be shared by and required for the development of those properties. It is also evident that the maintenance and servicing of these improvements has a direct and particular impact (special benefit) on those properties in proximity to those improvements and the benefits to the public at large or properties outside the District is limited to those street lighting improvements which would be necessary or required for traffic circulation to ensure the safety and protection of the general public and property in general.

While all parcels within the City (excluding those identified as exempt parcels) directly benefit from the street lighting improvements provided by the District and are proportionately assessed, the local/neighborhood streetlights associated with several developments (largely residential developments) are provided and funded privately by an association or similar entity. These private streetlights are not included as part of the District's street lighting improvements nor funded by District assessments. However, those parcels and developments that have and pay for private street lighting also receive special benefit and proportionately share (at reduced benefit units) in the expenses to operate and maintain the District street lighting.

Although the District streetlights and traffic signals were clearly the direct result of property development, it is recognized that some of the District lights, particularly those on arterial streets,

collector streets (development perimeter lights), and traffic signals provide some measure of general benefit to the public and to properties in general resulting from nighttime traffic safety and circulation. The American National Standard Practice for Roadway Lighting and various related traffic and street lighting studies suggest that more than eighty percent (80%) of the street lights installed on primary and secondary streets in urban areas are directly the result of property development (both residential and non-residential development). In turn these developments increase traffic circulation and ultimately dictate the type of lighting, spacing and number of lights required and without such development, both the need and quantity of those lights would be dramatically reduced. Therefore, it is reasonable to conclude that no more than twenty percent (20%) of the street lights and associated costs to service and maintain the District street lights would be considered general benefit.

However, to ensure that no parcel is assessed for more than its proportional special benefit for street lighting, in addition to contributing an amount equal to twenty percent (20%) of the budgeted street lighting expenses, for fiscal year 2018-2019 the City will contribute additional funds to reduce the amount to be assessed as special benefit.

2. Special Benefits

Parks and Recreational Facility Special Benefits

Studies conducted in a number of communities indicate that recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in a community. These studies confirm the opinion long held by planning authorities as to the economic and social values of parks and recreational facilities in a community and the direct correlation between the amount of parkland necessary to support the overall development of property in the community.

The City of Irvine's park and recreational facilities provide properties within the District the special benefit of nearby access to facilities and spaces which are too specialized and/or large to be maintained within the individual properties and would be cost prohibitive to include within individual property development, including:

- Substantial outdoor areas increase the available recreational space and outdoor facilities, (picnic areas, playground equipment, open turf areas, sports fields and full size courts, etc.), that are typically limited on individual parcels.
- Facilities (activity centers, parks) available for large gatherings, meetings and community events that could otherwise not be accommodated by the individual properties.

These facilities expand the use of each property within the District by providing these properties with access to a desirable mix of recreational facilities beyond those that can conveniently be included on an individual property or within individual residential and non-residential developments (including those in an association that may have some type of park or recreational facilities). The common-use development of these various park and recreational facilities by the District frees property-owners from the burden of having to provide extensive privately owned recreation facilities or having a property that lacks access to such facilities. The availability and proximity to a wide range of facilities is a distinct special benefit to the assessed parcels because the assessed parcels, unlike parcels outside the District are within the immediate proximity of the facilities and can easily use the facilities as a substitute for (and enhancement of) recreational facilities that would otherwise need to be provided on or for the parcel (or simply foregone). Each parcel to be assessed in the District is within a defined and limited park radius ("service area") of the various park and recreational improvements and facilities offered and provided by the District, they are not remote, but available for frequent and everyday use with minimal travel.

Most parcels within the District are located within close proximity to a park, and therefore, benefit from the improvements provided in that park. However, as previously discussed in the General Benefit section of this Report, this District has established and utilizes benefit radii (distances from improvements) to determine proximity and the special benefit service areas associated with both community and neighborhood parks and the special benefit radius for each are shown in the table below.

Park	Special Benefit Radius
Neighborhood	½ mile
Community	1 ½ mile

While many parcels in the District are within both the ½ mile service area established for neighborhood parks and the 1½ mile service area established for community parks, some parcels are within the 1½ mile community park service area, but not the ½ mile neighborhood park service area. Others may be within the ½ mile neighborhood park service area, but not the 1½ community park service area, and still others may not be within either park radius. Because of these differences in proximity and special benefit, zones of benefit ("Zones") have been established within the District to identify and group parcels together that benefit from these various District improvements. These different "Zones of Benefit" are identified and summarized later in this section of the Report.

Street Lighting Special Benefits

Street lighting in the District is primarily useful for illuminating the streets that provide access to the properties in the District as well as the sidewalks and parking lanes associated with those properties. While it is recognized that both street lights and traffic signals serve in part to enhance traffic safety, installation and construction of these improvements were clearly required by the development of properties within the District and these improvements provide three main special benefits to those properties: (i) property security benefit, (ii) parkway/roadway egress benefit, and (iii) personal/pedestrian safety benefit which can be directly correlated to lighting intensity. Furthermore, because traffic circulation in the City is largely the result of local traffic to and from these properties by the property owners and guests, it is reasonable to assume that these properties derive a particular and distinct benefit from the street lights and traffic signals that support the safe access to the properties and essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the assessed properties. As a result, the maintenance of these lighting improvements is a particular and distinct benefit to the properties and developments within the District.

In this District, the amount of benefit received will vary with the different land use of the property and the proportional special benefit calculated for each land use (total special benefit) is derived based on the weighted proportionality of the following benefit considerations:

- Security and Safety Benefit. Reduces vandalism, such as damage to improvements or property, and other criminal acts; enhances pedestrian safety and results in the alleviation of the fear of crime.
- Traffic Circulation Benefit. Improves traffic circulation and reduces nighttime accidents. Increases promotion of business during nighttime hours in the case of commercial properties.
- Lighting Intensity Benefit. As the lighting levels increase, so do the benefits associated with the lighting. The City Standard Plans require approximately twice the level of lighting in commercial/industrial areas than in residential areas.

Parcels which are located on streets with street lights receive a special lighting benefit and are assessed for those benefits. Parcels which are located on private streets receive a substantially reduced benefit from publicly funded local lighting due to proximity and separate private street lighting which is outlined in the method of assessment section of the Report. Parcels which do not have any local street lights (vacant rural and parcels classified as exempt) receive no benefit from Street Lighting and are not assessed.

D. Zones of Benefit

Parks and Recreational Facility Zones

As part of an ongoing effort to clarify and ensure that the annual District assessments are consistent with the substantive provisions of the California Constitution Article XIII D (Proposition 218) and the provisions of the 1972 Act, zones of benefit have been established for parks and recreational facilities within this District in accordance with Section 22574 of the 1972 Act, to address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the District. Historically, parcels within the District have always been assessed for only those improvements that provide special benefits to each parcel and the implementation of this Zone structure does not change the calculation of the assessments nor the proportional assessment amount levied on any parcel, but rather provides a layer of assurance that each parcel is proportionately assessed for only those improvements for which it receives special benefits.

Within the District, each parcel has been identified and grouped into one of eight (8) designated Parks and Recreational Facility Zones (Zones 01 through 08), the boundaries of which collectively are coterminous with the City boundaries. Each of these eight Zones has been established to reflect the proportional special benefit properties within the District receive from the District maintained landscaping, community parks, neighborhood parks and related recreational facility improvements. The boundaries of each Zone are based on the 1½ mile service area (special benefit radius) established for designated community parks and the ½ mile service area (special benefit radius) established for designated neighborhood parks, as shown on the Park Radius Diagram in Part V-District Diagrams, as well as a separation and identification of those parcels within the Great Park Community Services District (“Great Park CFD”). The eight Parks and Recreational Facility Zones are summarized in the following descriptions:

Zone 01

The properties within this Parks and Recreational Facility Zone are within the 1½ mile service area (special benefit radius) established for community parks, but are not within the ½ mile service area (special benefit radius) established for neighborhood parks. These parcels receive special benefit from the maintenance, servicing, and operation of the District’s community parks and proportionately share in the cost of maintaining those community parks and related recreational facilities.

Zone 02

The properties within this Parks and Recreational Facility Zone are within the 1½ mile service area (special benefit radius) established for community parks and within in the ½ mile service area (special benefit radius) established for neighborhood parks. These parcels receive special benefit from the maintenance, servicing, and operation of the District’s community parks and neighborhood parks and proportionately share in the cost of maintaining both the community parks, neighborhood parks and related recreational facilities.

Zone 03

The properties within this Parks and Recreational Facility Zone are within the ½ mile service area (special benefit radius) established for neighborhood parks, but are not within the 1½ mile service area (special benefit radius) established for community parks. These parcels receive special benefit from the maintenance, servicing, and operation of the District's neighborhood parks and proportionately share in the cost of maintaining the neighborhood parks and related recreational facilities.

Zone 04

The properties within this Parks and Recreational Facility Zone are within the 1½ mile service area (special benefit radius) established for community parks, but are not within the ½ mile service area (special benefit radius) established for neighborhood parks. These parcels receive special benefit from the maintenance, servicing, and operation of the District's community parks and proportionately share in the cost of maintaining those community parks and related recreational facilities. However, these parcels are also part of the Great Park CFD and through that CFD the parcels may be assessed in part for the maintenance, servicing, and operation of the Great Park which is identified as one of the District's community parks. Those funds to be collected each year through the Great Park CFD for maintenance, servicing, and operation of the Great Park are applied as a credit to the community park expenses budgeted for this Zone, which will offset the amount to be levied in this Zone for community parks.

Zone 05

The properties within this Parks and Recreational Facility Zone are within the 1½ mile service area (special benefit radius) established for community parks and within the ½ mile service area (special benefit radius) established for neighborhood parks. These parcels receive special benefit from the maintenance, servicing, and operation of the District's community parks and neighborhood parks and proportionately share in the cost of maintaining both the community parks, neighborhood parks and related recreational facilities. However, these parcels are also part of the Great Park CFD and through that CFD the parcels may be assessed in part for the maintenance, servicing, and operation of the Great Park which is identified as one of the District's community parks. Those funds to be collected each year through the Great Park CFD for maintenance, servicing, and operation of the Great Park are applied as a credit to the community park expenses budgeted for this Zone, which will offset the amount to be levied in this Zone for community parks.

Zone 06

The properties within this Parks and Recreational Facility Zone are within the ½ mile service area (special benefit radius) established for neighborhood parks, but are not within the 1½ mile service area (special benefit radius) established for community parks. These parcels receive special benefit from the maintenance, servicing, and operation of the District's neighborhood parks and proportionately share in the cost of maintaining the neighborhood parks and related recreational facilities. These parcels, like those in Zone 04 and Zone 05, are part of the Great Park CFD and through that CFD, these parcels may be assessed in part for the maintenance, servicing, and operation of the Great Park which is identified as one of the District's community parks. However, unlike those parcels in Zone 04 and Zone 05, these parcels proportionately benefit and share in the cost of maintaining neighborhood parks (not community parks) and therefore no credit is applied to the expenses budgeted for this Zone.

Zone 07

The properties within this Parks and Recreational Facility Zone are identified as those parcels within the District that are not currently within the 1½ mile service area (special benefit radius) established for community parks or the ½ mile service area (special benefit radius) established for neighborhood parks. Therefore, these parcels currently do not receive special benefits from the maintenance, servicing, and operation of the District's community parks or neighborhood parks and are not assessed for those improvements.

Zone 08

The properties within this Parks and Recreational Facility Zone are identified as those parcels within the District and are part of the Great Park CFD, but not currently within the 1½ mile service area (special benefit radius) established for community parks or the ½ mile service area (special benefit radius) established for neighborhood parks. Therefore, these parcels currently do not receive special benefits from the maintenance, servicing, and operation of the District's community parks or neighborhood parks and are not assessed for those improvements.

The following table summarizes the Parks and Recreational Facility Zones.

Summary of Parks and Recreational Facility Zones

Zone	In Community Park Radius	In Neighborhood Park Radius	Part of Great Park CFD
Zone 01	Yes	No	No
Zone 02	Yes	Yes	No
Zone 03	No	Yes	No
Zone 04	Yes	No	Yes
Zone 05	Yes	Yes	Yes
Zone 06	No	Yes	Yes
Zone 07	No	No	No
Zone 08	No	No	Yes

E. Assessment Methodology

1. Reason for Assessment

The assessments described herein are for the proportional special benefit to properties within the District and annually fund a portion of the costs of the operation, servicing and maintenance of parks, recreation improvements, landscaping, lighting and appurtenant facilities, including but not limited to the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements, and incidental expenses required or necessary to ensure the satisfactory operation of the District and provide for the improvements and services.

2. Equivalent Benefit Units

In order to establish the proportionate share of the benefit to any parcel of land in relation to the total special benefits to be received by landscape, lighting and park maintenance, it is necessary to establish a benchmark to relate that one parcel to all others. This benchmark is called the

Equivalent Benefit Unit ("EBU"). Since over 80% of the parcels in the City of Irvine were single-family residences at the time of formation, the District used a single-family residence as the benchmark and has defined it as one EBU. All other land uses will be compared to the benchmark of the Single-Family Residence to gain a comparative Equivalent Benefit Unit based on land use and parcel size. Parcels containing apartments are converted to EBUs based on the number of dwelling units on each parcel of land; commercial and industrial parcels are converted based on the lot size of each parcel of land.

The Levy per Equivalent Benefit Unit, or Rate, applied to each parcel is the result of dividing the total Balance to Levy, by the sum of the District EBUs, for the fiscal year. This Rate is multiplied by each parcel's individual EBU to determine the parcel's levy amount. The following formulas are used to calculate the assessment for each parcel:

Total Balance to Levy / Total Number of EBUs = Levy per EBU

Parcel EBU x Levy per EBU = Parcel Levy Amount

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for calculating benefit in Districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land-use type, size and development. The following outlines the EBU applied to the various parcels and properties within this District:

Residential: Residential properties are assigned EBUs based on the number of dwelling units on the property. Single-family residents, condominiums, apartments and mobile homes are all considered residential properties and are assigned 1.0 EBU per dwelling unit.

Non-Residential: In converting Improved Commercial, Industrial and Institutional properties to EBUs, the factor used for this District is based on the average single-family residential density within the City of six dwelling units per acre. Therefore, Non-Residential parcels are assigned proportional EBUs based on 6.0 EBUs per acre or any portion thereof.

Vacant: Vacant property consists of parcels with no improved structures. Based upon the opinions of professional appraisers, appraising current market property values for real estate in California, the land value portion of a property typically ranges from 20 to 30 percent of the total value of the property, which is an average of 25 percent. Although property value is not the basis used to determine benefit, it is reasonable to derive that vacant property, when compared to developed property, receives about a quarter of the benefit. Therefore, vacant properties are assigned proportional EBUs that reflect a benefit that is 25 percent of the benefit applied to improved properties as follows:

Vacant Single-Family Residential parcels are assessed at 0.25 EBU per parcel.

Vacant Non Single-Family Residential parcels are assessed based upon the acreage of the parcel. The parcels are assigned EBUs that are of 25 percent of the developed non-residential properties, or 1.5 EBUs per acre, up to a maximum of 5 acres per parcel. The portion of a vacant parcel that exceeds 5 acres is considered to be similar to open space and therefore that portion will not be assessed.

3. Benefit Factors

There are varying levels of benefit to property from the operation and maintenance of street lighting, parks and street landscaping based on the different types of property use. Because the benefit to property varies depending on the type of land use of the property, a Benefit Factor is

applied to the EBU formula for each property for each type of improvement to obtain Benefit Units for each property as follows:

Equivalent Benefit Units x Benefit Factor = Benefit Units

Park Special Benefit

Proper maintenance and operation of the parks within the City specifically benefits those properties within close proximity to the various Neighborhood Parks and Community Parks within the District by providing local aesthetics and recreational facilities. The amount of special benefit received will vary with the different land use on the property. There are two categories from which the total special benefit of a parcel is derived:

Aesthetics Benefit: The improvement of the visual aesthetics and attractiveness of the community as a place to live and work and do business.

Recreation Facilities Benefit: The availability of useable and safe parks and recreational facilities within a close proximity to properties.

The following table outlines the Benefit Factors for parks:

Park Special Benefit Factors			
	Land Use	Residential	Non-Residential
1	Aesthetic Enhancement	0.50	0.50
2	Recreation Enhancement	0.50	0.00
		1.00	**0.50**

Institutional properties, such as churches, receive a similar benefit as commercial property. Schools, which are considered as parks in the City's planning documents, and park property do not receive special benefit from parks.

The following table outlines the Benefit Unit calculation for various properties:

Park Special Benefit Unit Calculations							
Land Use	EBU Factor			Benefit Factor		Benefit Units	
Residential Developed	1.00	per unit	x	1.00	=	1.000	per unit
Commercial/Industrial Developed	6.00	per acre	x	0.50	=	3.000	per acre
Institutional Developed	6.00	per acre	x	0.50	=	3.000	per acre
Single Family Vacant Lot	0.25	per parcel	x	0.50	=	0.125	per parcel
Vacant Residential	1.50	per acre	x	0.50	=	0.750	per acre
Vacant Commercial/Institutional/Industrial/Rural (Neighborhood)	1.50	per acre	x	0.50	=	0.750	per acre
Vacant Commercial/Institutional/Industrial/Rural (Community)	1.50	per acre	x	0.05	=	0.080	per acre

Neighborhood Parks

As previously noted, the special benefit service area for a neighborhood park has been established as those parcels within a ½ mile radius, which is generally within walking distance from the park. Those parcels that are within ½ mile from a park receive a special benefit from neighborhood parks. However, a neighborhood park service area is not considered to cross major streets or channels and thus this ½ mile radius may be limited by streets and channels in some areas of the District. All neighborhood park service areas are located completely within the City of Irvine.

Community Parks

The City of Irvine's community parks on average are approximately 20 acres (17.57 acres), and as previously noted, the special benefit service area for these community parks has been established as those parcels within a 1½ mile radius. Those parcels that are within a 1½ mile radius from a community park receive a special benefit for community parks. The total area served by community parks for FY 2018-2019 is approximately 70 square miles.

Furthermore, community parks serve as neighborhood parks to those parcels within a ½ mile radius. A portion of the community parks' budget equal to the ratio of service areas of neighborhood and community parks is assessed as part of the neighborhood park benefit. The total estimated assessment amount for neighborhood parks includes direct costs for park operation and maintenance, and a portion of the community parks budget attributable to neighborhood parks. The total estimated assessment amount for community parks includes direct costs for park operation and maintenance. This estimated cost excludes a portion of the community parks budget attributable to neighborhood parks and to parcels outside of the City boundaries.

The following tables provide a preliminary summary of Park Benefit Units for the City of Irvine for both the community parks and neighborhood parks.

Summary of Community Park Benefit Units [1]

Land Use	Parcels	Assessed Dwellings/Acres	Benefit Factor	Benefit Units [2]
Residential Developed	62,316	100,363.000	1.000	100,363.000
Commercial/Industrial Developed	1,740	4,572.392	3.000	13,717.178
Institutional Developed	64	300.097	3.000	900.291
Single Family Vacant Lot	2,378	2,378.000	0.125	297.250
Vacant Residential	20	27.644	0.750	20.733
Vacant Commercial/Institutional/Industrial/Rural	2,134	2,100.026	0.080	168.002
Total	**68,652**			**115,466.454**

[1] Table includes the parcels that are funded by the Great Park CFD.
[2] Variances may exist due to rounding.

The Community Park Budget proposed to be assessed is $4,976,174. The amount to be assessed for Fiscal Year 2018-2019, excludes the calculated proportional special benefit assessment revenues of $28,407 for Zone 04 and Zone 05. The proportional Community Park assessments for these two Zones are funded by a contribution from the Great Park CFD, which are collected from these parcels through the Great Park CFD. Based on the amount to be assessed, the preliminary assessment rate is estimated at $43.3423 per BU. Therefore, a single family residential parcel's assessment would equal 1 BU x $43.3423 / BU = $43.34.

Summary of Neighborhood Park Benefit Units					
Land Use	Parcels	Assessed Dwellings/Acres		Benefit Factor	Benefit Units [1]
Residential Developed	45,101	65,291.000	du	1	65,291.000
Commercial/Industrial Developed	357	1,154.446	acres	3	3,463.339
Institutional Developed	34	173.132	acres	3	519.396
Single Family Vacant Lot	1,264	1,264.000	parcels	0.125	158.000
Vacant Residential	9	13.245	acres	0.75	9.934
Vacant Commercial/Institutional/Industrial/Rural	1,090	708.7521	acres	0.75	531.564
Total	**47,855**				**69,973.232**

[1] Variances may exist due to rounding.

The Neighborhood Park Budget proposed to be assessed is $3,739,495. Based on this amount, the preliminary assessment rate is estimated at $53.4418 per BU. Therefore, a single-family residential parcel's assessment would equal 1 BU x $53.4418/ BU = $53.44.

Street Lighting Benefit

The City is responsible for the electrical costs of 15,374 street lights citywide. It is estimated that the City will acquire 100 additional street lights this year. The City currently owns and operates 356 signalized intersections citywide. It is estimated that the City will acquire 9 additional signalized intersections this year. Parcels within the City are assessed based on land use classification, proximity, and type of lighting.

The following table outlines the Benefit Factors for street lighting.

Street Lighting Benefit Factors					
		Residential	Residential on Private Streets	Commercial/ Industrial	Commercial/ Industrial on Private Streets
1	Security and Safety	1.00	0.25	1.00	0.25
2	Traffic Circulation	1.00	0.25	1.00	0.25
3	Lighting Intensity	1.00	0.00	2.00	0.00
		3.00	**0.50**	**4.00**	**0.50**

Institutional properties, such as schools and churches, will receive a residential benefit factor, as they tend to be in residential areas and benefit similarly to residential property. Parks are assessed as vacant land and also receive a residential benefit factor.

There is an exemption to the standard benefit received for some relatively large parcels which are interlaced with private streets. The distance from the public streets is much greater than other parcels in the district. The benefit factor to these parcels, which includes security and safety, community character and vitality and lighting intensity, is 3.00 for the first 100 feet adjacent to a public street. The portion of the parcels beyond 100 feet receives a reduced benefit, 0.5, similar to all the other parcels on private streets.

Parcels designated as "rural" by the Orange County Assessor's Roll are unimproved agricultural/open space parcels that have only safety lighting adjacent to them. Therefore, these parcels do not receive any local lighting benefit.

The following table outlines the Benefit Unit calculation for various land uses:

Street Lighting Special Benefit Unit Calculations							
Land Use	**EBU Factor**			**Benefit Factor**		**Benefit Units**	
Residential Developed Public Street	1.00	per unit	x	3.00	=	3.000	per unit
Residential Developed Private Street	1.00	per unit	x	0.50	=	0.500	per unit
Commercial/Industrial Developed Public Street	6.00	per acre	x	4.00	=	24.000	per acre
Commercial/Industrial Developed Private Street	6.00	per acre	x	0.50	=	3.000	per acre
Institutional Developed - Public Street	6.00	per acre	x	3.00	=	18.000	per acre
Institutional Developed - Private Street	6.00	per acre	x	0.50	=	3.000	per acre
Single-Family Vacant Lot - Public Street	0.25	per parcel	x	3.00	=	0.750	per parcel
Single-Family Vacant Lot - Private Street	0.25	per parcel	x	0.50	=	0.125	per parcel
Vacant Residential (Parks) - Public Street	1.50	per acre	x	3.00	=	4.500	per acre
Vacant Residential (Parks) - Private Street	1.50	per acre	x	0.50	=	0.750	per acre
Vacant Commercial/Industrial - Public Street	1.50	per acre	x	4.00	=	6.000	per acre
Vacant Commercial/Industrial - Private Street	1.50	per acre	x	0.50	=	0.750	per acre
Vacant – Institutional - Public Street	1.50	per acre	x	3.00	=	4.500	per acre
Vacant – Institutional - Private Street	1.50	per acre	x	0.50	=	0.750	per acre
Vacant - Rural	1.50	per acre	x	0.00	=	0.000	per acre

The following table provides a preliminary summary of Street Lighting Benefit Units:

Summary of Street Lighting Benefit Units					
Land Use	Parcels	Assessed Dwellings/Acres		Factor	Benefit Units [1]
Residential Developed Public Street	29,167	50,675.00	du	3.000	152,025.000
Residential Developed Private Street	33,515	50,055.00	du	0.500	25,027.500
Commercial/Industrial Developed Public Street	2,611	5,927.63	acres	24.000	142,263.146
Commercial/Industrial Developed Private Street	36	99.3979	acres	3.000	298.194
Institutional Developed - Public Street	91	678.068	acres	18.000	12,205.224
Institutional Developed - Private Street	8	520.08	acres	3.000	1,560.240
Single-Family Vacant Lot - Public Street	1,463	1,463.00	parcel	0.750	1,097.250
Single-Family Vacant Lot - Private Street	1,621	1,621.00	parcel	0.125	202.625
Vacant Residential (Parks) - Public Street	386	719.639	acres	4.500	3,238.376
Vacant Residential (Parks) - Private Street	49	70.182	acres	0.750	52.637
Vacant Commercial/Industrial - Public Street	259	567.031	acres	6.000	3,402.186
Vacant Commercial/Industrial - Private Street	8	20.698	acres	0.750	15.524
Vacant – Institutional - Public Street	38	136.485	acres	4.500	614.183
Vacant – Institutional - Private Street	11	30.825	acres	0.750	23.119
Vacant - Rural	2,408	2,342.08	acres	0.000	0.000
Total	**71,671**				**342,025.202**

[1] Variances may exist due to rounding.

The portion of the Street Lighting Budget proposed to be assessed is $737,030. Based on this amount, the preliminary street lighting assessment rate is estimated at $2.1549 per BU. Therefore, a single family residential parcel's assessment would equal 3 BU x $2.1549 / BU = $6.46.

Part III - Estimate of Costs (Budget)

A. Description of Budget Items

The following is a brief description of the costs associated with the improvements and services funded through the District though all of these items may not apply in each fiscal year.

Direct Costs:

Maintenance Costs/Labor — Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Park Lighting — The furnishing of electricity required for the operation and maintenance of the improvements and facilities.

Equipment and Supplies — Includes all materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material, etc.), and equipment, (e.g. communication, small tools, rentals, machinery, etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Repairs and Miscellaneous Expenses — This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also, included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

Administration Costs:

District Administration — May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments. This budget item also includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

County Administration Fee — This is the cost to the District for the County to collect assessments on the property tax bills.

B. Budget Fiscal Year 2018-2019

The estimated costs of the operation, servicing and maintenance of the improvements for Fiscal Year 2018-2019, as described above, are summarized on the following page. All costs include administration and utilities where applicable.

Administration of the assessment will be performed annually. This administration includes updating the annual assessment roll to ensure consistency with the assessment methodology detailed in this Assessment Report. The administration will also include an analysis of the revenues and expenditures from the previous fiscal year and preparation of an annual report for submittal to the City Council for approval for the proposed fiscal year assessments and expenditures.

Budget Fiscal Year 2018-2019

Category	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Lighting	Total Budget [3]
Expenses										
Street Lighting										
Streetlights	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,320,000	$ 2,320,000
Traffic Signals	-	-	-	-	-	-	-	-	505,700	505,700
Traffic Signals Maint./Operations	-	-	-	-	-	-	-	-	2,727,534	2,727,534
Subtotal Street Lighting	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,553,234**	**$ 5,553,234**
Community Park Facilities										
Park Utility Expenditures	$ 303,446	$ 464,172	$ -	$ 4,113	$ 269	$ -	$ -	$ -	$ -	$ 772,000
Community Park Landscape and Landscape Maint.	1,736,897	2,656,878	-	23,544	1,539	-	-	-	-	4,418,858
Athletic & Sports Field Maint.	655,264	1,002,337	-	8,882	581	-	-	-	-	1,667,063
Maintenance Cost	678,991	1,038,632	-	9,204	602	-	-	-	-	1,727,429
Subtotal Community Park Facilities	**$ 3,374,598**	**$ 5,162,019**	**$ -**	**$ 45,743**	**$ 2,990**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,585,350**
Neighborhood Park Facilities										
Park Utility Expenditures	$ -	$ 241,741	$ 114	$ -	$ 145	$ -	$ -	$ -	$ -	$ 242,000
Neighborhood Park Landscape and Landscape Maint.	-	2,990,046	1,412	-	1,796	-	-	-	-	2,993,254
Athletic & Sports Field Maint.	-	555,093	262	-	333	-	-	-	-	555,688
Maintenance Cost	-	917,883	433	-	551	-	-	-	-	918,868
Subtotal Neighborhood Park Facilities	**$ -**	**$ 4,704,763**	**$ 2,221**	**$ -**	**$ 2,826**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,709,810**
Administration Costs	$ 13,434	$ 39,280	$ 9	$ 182	$ 23	$ -	$ -	$ -	$ 13,232	$ 66,161
Subtotal 2018-2019 Program Expenses	**$ 3,388,033**	**$ 9,906,062**	**$ 2,230**	**$ 45,925**	**$ 5,839**	**$ -**	**$ -**	**$ -**	**$ 5,566,466**	**$ 18,914,555**
Transfer to Great Park Fund	-	-	-	39,864	764	-	-	-	-	40,628
TOTAL 2018-2019 BUDGET	**$ 3,388,033**	**$ 9,906,062**	**$ 2,230**	**$ 85,789**	**$ 6,603**	**$ -**	**$ -**	**$ -**	**$ 5,566,466**	**$ 18,955,183**
Revenue & Contributions										
Street Lighting Ad Valorem Tax Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,147,360)	$ (3,147,360)
Great Park CFD Contribution [1]	-	-	-	(26,637)	(1,770)	-	-	-	-	(28,407)
Miscellaneous Revenue Credit	(40,486)	(61,930)	-	(549)	(36)	-	-	-	(60,000)	(163,000)
General Fund Contributions to:										
Community Parks General Benefit (40%)	$ (1,349,839)	$ (2,064,808)	$ -	$ (18,739)	$ (1,196)	$ -	$ -	$ -	$ -	$ (3,434,582)
Neighborhood Parks General Benefit (21%)	-	(988,000)	(466)	-	(593)	-	-	-	-	(989,060)
Lights General Benefit [2]	-	-	-	-	-	-	-	-	(723,063)	(723,063)
	$ (1,349,839)	**$ (3,052,808)**	**$ (466)**	**$ (18,739)**	**$ (1,789)**	**$ -**	**$ -**	**$ -**	**$ (723,063)**	**$ (5,146,705)**
Estimated 2017-2018 Fund Balance to:										
Transfer to Great Park Fund	$ -	$ -	$ -	$ (39,864)	$ (764)	$ -	$ -	$ -	$ -	$ (40,628)
Community Parks Special Benefit	(30,583)	(46,787)	-	(26,637)	(1,770)	-	-	-	-	(105,777)
Lights Special Benefit	-	-	-	-	-	-	-	-	(511,429)	(511,429)
Lights General Benefit [2]	-	-	-	-	-	-	-	-	(387,583)	(387,583)
	$ (30,583)	**$ (46,787)**	**$ -**	**$ (66,501)**	**$ (2,534)**	**$ -**	**$ -**	**$ -**	**$ (899,013)**	**$ (1,045,418)**
Reserve for Great Park Fund	-	-	-	26,637	1,770	-	-	-	-	28,407
BALANCE TO LEVY	**$ 1,967,125**	**$ 6,744,538**	**$ 1,764**	**$ -**	**$ 2,244**	**$ -**	**$ -**	**$ -**	**$ 737,030**	**$ 9,452,700**
District Statistics										
Total Benefit Units										
Total Lighting Benefit Units	-	-	-	-	-	-	-	-	342,025	**342,025**
Total Community Park Benefit Units	45,386	69,425	-	615	40	-	-	-	-	**115,466**
Total Neighborhood Park Benefit Units	-	69,898	33	-	42	-	-	-	-	**69,973**
Applied Rates										
Applied Lighting Rate per EBU [4]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2	$ -
Applied Community Park Rate per EBU [4]	43	43	-	-	-	-	-	-	-	-
Applied Neighborhood Park Rate per EBU [4]	-	53	53	-	53	-	-	-	-	-
District Assessment Revenues										
Street Lighting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 737,030	**$ 737,030**
Community Park Facilities	1,967,125	3,009,050	-	-	-	-	-	-	-	**4,976,174**
Neighborhood Park Facilities	-	3,735,488	1,764	-	2,244	-	-	-	-	**3,739,495**
Total District Assessment Revenue	**$ 1,967,125**	**$ 6,744,538**	**$ 1,764**	**$ -**	**$ 2,244**	**$ -**	**$ -**	**$ -**	**$ 737,030**	**$ 9,452,700**

[1] The Community Park Special Benefit Revenues are funded in part by a contribution from the Great Park CFD of $28,407 with the remainder by District assessments.
[2] The Lights General Benefit is 20%.
[3] May not tie due to rounding.
[4] Rounded to the nearest dollar.

C. Assessment Rate Summary

The following tables summarize the benefit calculations and proposed Fiscal Year 2018-2019 assessment rates by land use for each of the improvement types. The rates reflect an increase from Fiscal Year 2017-2018 to Fiscal Year 2018-2019.

Community Park Special Benefit Calculations and Assessment Rates

Land Use	EBU Factor		Benefit Factor		Benefit Units	Proposed Assessments
Residential Developed - (Public & Private)	1.00 per unit	x	1.00	=	1.000	$43.34 per unit
Commercial/Industrial Developed - (Public & Private)	6.00 per acre	x	0.50	=	3.000	$130.02 per acre
Institutional Developed - (Public & Private)	6.00 per acre	x	0.50	=	3.000	$130.02 per acre
Single Family Vacant Lot - (Public & Private)	0.25 per parcel	x	0.50	=	0.125	$5.41 per parcel
Vacant Residential - (Public & Private)	1.50 per acre	x	0.50	=	0.750	$32.50 per acre
Vacant Commercial/Institutional/Industrial/Rural - (Public & Private)	1.50 per acre	x	0.05	=	0.080	$3.46 per acre

Neighborhood Park Special Benefit Calculations and Assessment Rates

Land Use	EBU Factor		Benefit Factor		Benefit Units	Proposed Assessments
Residential Developed - (Public & Private)	1.00 per unit	x	1.00	=	1.000	$53.44 per unit
Commercial/Industrial Developed - (Public & Private)	6.00 per acre	x	0.50	=	3.000	$160.32 per acre
Institutional Developed - (Public & Private)	6.00 per acre	x	0.50	=	3.000	$160.32 per acre
Single Family Vacant Lot - (Public & Private)	0.25 per parcel	x	0.50	=	0.125	$6.68 per parcel
Vacant Residential - (Public & Private)	1.50 per acre	x	0.50	=	0.750	$40.08 per acre
Vacant Commercial/Institutional/Industrial/Rural - (Public & Private)	1.50 per acre	x	0.50	=	0.750	$40.08 per acre

Street Lighting Special Benefit Calculations and Assessment Rates

Land Use	EBU Factor		Benefit Factor		Benefit Units	Proposed Assessments
Residential Developed Public Street	1.00 per unit	x	3.00	=	3.000	$6.46 per unit
Residential Developed Private Street	1.00 per unit	x	0.50	=	0.500	$1.07 per unit
Commercial/Industrial Developed Public Street	6.00 per acre	x	4.00	=	24.000	$51.71 per acre
Commercial/Industrial Developed Private Street	6.00 per acre	x	0.50	=	3.000	$6.46 per acre
Institutional Developed Public Street	6.00 per acre	x	3.00	=	18.000	$38.78 per acre
Institutional Developed Private Street	6.00 per acre	x	0.50	=	3.000	$6.46 per acre
Single Family Vacant Lot Private Street	0.25 per parcel	x	0.50	=	0.125	$0.26 per parcel
Single Family Vacant Lot Public Street	0.25 per parcel	x	3.00	=	0.750	$1.61 per parcel
Vacant Residential (Parks) Public Street	1.50 per acre	x	3.00	=	4.500	$9.69 per acre
Vacant Residential (Parks) Private Street	1.50 per acre	x	0.50	=	0.750	$1.61 per acre
Vacant Commercial/Industrial Public Street	1.50 per acre	x	4.00	=	6.000	$12.92 per acre
Vacant Commercial/Industrial Private Street	1.50 per acre	x	0.50	=	0.750	$1.61 per acre
Vacant - Rural	1.50 per acre	x	0.00	=	0.000	$0.00 per acre
Vacant - Institutional Public Street	1.50 per acre	x	3.00	=	4.500	$9.69 per acre
Vacant - Institutional Private Street	1.50 per acre	x	0.50	=	0.750	$1.61 per acre

Note: For reporting purposes, the per unit assessment is rounded to two decimal places.

Combined Maximum Assessments by Land Use

The allowable maximum combined parks and lighting assessments for Fiscal Year 2018-2019 by land use for each Park and Recreational Facility Zone are shown below. These combined assessments for each land use below reflect the combination of improvements (lighting, community parks, and neighborhood parks) that benefit parcels in each Zone. The Fiscal Year 2018-2019 adjusted maximum assessment rates (rounded down to the nearest penny) are $2.34 per EBU for lights, $47.07 per EBU for community parks, and $60.01 for neighborhood parks.

Land Use	Zone 01 Parcels	Zone 02 Parcels	Zone 03 Parcels	Zone 04 Parcels	Zone 05 Parcels	Zone 06 Parcels	Zone 07 Parcels	Zone 08 Parcels
Residential Developed	$54.10 per unit	$114.12 per unit	$67.05 per unit	$54.10 per unit	$114.12 per unit	$67.05 per unit	$7.03 per unit	$7.03 per unit
Residential Developed – Private Streets	$48.24 per unit	$108.26 per unit	$61.19 per unit	$48.24 per unit	$108.26 per unit	$61.19 per unit	$1.17 per unit	$1.17 per unit
Commercial / Industrial Developed	$197.45 per acre	$377.50 per acre	$236.29 per acre	$197.45 per acre	$377.50 per acre	$236.29 per acre	$56.24 per acre	$56.24 per acre
Commercial / Industrial Developed – Private Streets	$148.24 per acre	$328.29 per acre	$187.08 per acre	$148.24 per acre	$328.29 per acre	$187.08 per acre	$7.03 per acre	$7.03 per acre
Institutional Developed	$183.39 per acre	$363.44 per acre	$222.23 per acre	$183.39 per acre	$363.44 per acre	$222.23 per acre	$42.18 per acre	$42.18 per acre
Institutional Developed – Private Streets	$148.24 per acre	$328.29 per acre	$187.08 per acre	$148.24 per acre	$328.29 per acre	$187.08 per acre	$7.03 per acre	$7.03 per acre
Single Family Vacant Lot	$7.64 per parcel	$15.14 per parcel	$9.26 per parcel	$7.64 per parcel	$15.14 per parcel	$9.26 per parcel	$1.76 per parcel	$1.76 per parcel
Single Family Vac Lot – Private Streets	$6.18 per parcel	$13.68 per parcel	$7.79 per parcel	$6.18 per parcel	$13.68 per parcel	$7.79 per parcel	$0.29 per parcel	$0.29 per parcel
Vacant Residential (Parks)	$45.85 per acre	$90.86 per acre	$55.56 per acre	$45.85 per acre	$90.86 per acre	$55.56 per acre	$10.55 per acre	$10.55 per acre
Vacant Residential (Parks) – Private Streets	$37.06 per acre	$82.07 per acre	$46.77 per acre	$37.06 per acre	$82.07 per acre	$46.77 per acre	$1.76 per acre	$1.76 per acre
Vacant Commercial / Industrial	$17.83 per acre	$62.84 per acre	$59.07 per acre	$17.83 per acre	$62.84 per acre	$59.07 per acre	$14.06 per acre	$14.06 per acre
Vacant Commercial / Industrial – Private Streets	$5.52 per acre	$50.53 per acre	$46.77 per acre	$5.52 per acre	$50.53 per acre	$46.77 per acre	$1.76 per acre	$1.76 per acre
Vacant Institutional	$14.31 per acre	$59.32 per acre	$55.56 per acre	$14.31 per acre	$59.32 per acre	$55.56 per acre	$10.55 per acre	$10.55 per acre
Vacant Institutional – Private Streets	$5.52 per acre	$50.53 per acre	$46.77 per acre	$5.52 per acre	$50.53 per acre	$46.77 per acre	$1.76 per acre	$1.76 per acre
Vacant Rural	$3.77 per acre	$48.78 per acre	$45.01 per acre	$3.77 per acre	$48.78 per acre	$45.01 per acre	$0.00 per acre	$0.00 per acre

The District's maximum rates may be increased each year, based upon the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles-Long Beach-Anaheim Area, from March to March on a calendar year basis, as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor, but in any event, not more than 3.5% in any given year. For the 12 months ended March 31, 2018, the CPI increase was 3.7847 percent. The District's annual rate incrase is limited to 3.5 percent.

Combined Proposed Assessments by Land Use

The proposed combined parks and lighting assessments for Fiscal Year 2018-2019 by land use for each Park and Recreational Facility Zone are shown below.

Land Use	Zone 01 Parcels	Zone 02 Parcels	Zone 03 Parcels	Zone 04 Parcels	Zone 05 Parcels	Zone 06 Parcels	Zone 07 Parcels	Zone 08 Parcels
Residential Developed	$49.81 per unit	$103.25 per unit	$59.91 per unit	$6.46 per unit	$59.91 per unit	$59.91 per unit	$6.46 per unit	$6.46 per unit
Residential Developed – Private Streets	$44.42 per unit	$97.86 per unit	$54.52 per unit	$1.08 per unit	$54.52 per unit	$54.52 per unit	$1.08 per unit	$1.08 per unit
Commercial / Industrial Developed	$181.74 per acre	$342.07 per acre	$212.04 per acre	$51.72 per acre	$212.04 per acre	$212.04 per acre	$51.72 per acre	$51.72 per acre
Commercial / Industrial Developed – Private Streets	$136.49 per acre	$296.82 per acre	$166.79 per acre	$6.46 per acre	$166.79 per acre	$166.79 per acre	$6.46 per acre	$6.46 per acre
Institutional Developed	$168.82 per acre	$329.14 per acre	$199.11 per acre	$38.79 per acre	$199.11 per acre	$199.11 per acre	$38.79 per acre	$38.79 per acre
Institutional Developed – Private Streets	$136.49 per acre	$296.82 per acre	$166.79 per acre	$6.46 per acre	$166.79 per acre	$166.79 per acre	$6.46 per acre	$6.46 per acre
Single Family Vacant Lot	$7.03 per parcel	$13.71 per parcel	$8.30 per parcel	$1.62 per parcel	$8.30 per parcel	$8.30 per parcel	$1.62 per parcel	$1.62 per parcel
Single Family Vac Lot – Private Streets	$5.69 per parcel	$12.37 per parcel	$6.95 per parcel	$0.27 per parcel	$6.95 per parcel	$6.95 per parcel	$0.27 per parcel	$0.27 per parcel
Vacant Residential (Parks)	$42.20 per acre	$82.29 per acre	$49.78 per acre	$9.70 per acre	$49.78 per acre	$49.78 per acre	$9.70 per acre	$9.70 per acre
Vacant Residential (Parks) – Private Streets	$34.12 per acre	$74.20 per acre	$41.70 per acre	$1.62 per acre	$41.70 per acre	$41.70 per acre	$1.62 per acre	$1.62 per acre
Vacant Commercial / Industrial	$16.40 per acre	$56.48 per acre	$53.01 per acre	$12.93 per acre	$53.01 per acre	$53.01 per acre	$12.93 per acre	$12.93 per acre
Vacant Commercial / Industrial – Private Streets	$5.08 per acre	$45.16 per acre	$41.70 per acre	$1.62 per acre	$41.70 per acre	$41.70 per acre	$1.62 per acre	$1.62 per acre
Vacant Institutional	$13.16 per acre	$53.25 per acre	$49.78 per acre	$9.70 per acre	$49.78 per acre	$49.78 per acre	$9.70 per acre	$9.70 per acre
Vacant Institutional – Private Streets	$5.08 per acre	$45.16 per acre	$41.70 per acre	$1.62 per acre	$41.70 per acre	$41.70 per acre	$1.62 per acre	$1.62 per acre
Vacant Rural	$3.47 per acre	$43.55 per acre	$40.08 per acre	$0.00 per acre	$40.08 per acre	$40.08 per acre	$0.00 per acre	$0.00 per acre

(1) For Fiscal Year 2018-2019 the Community Park Special Benefit that would otherwise be assessed to parcels in Zone 04 and Zone 5 are funded by a contribution from the Great Park CFD in the amount of $28,407. Therefore, the proposed combined parks and lighting assessments for Fiscal Year 2018-2019 by land use for Zone 04 and Zone 5 do not include a community park assessment.

The above combined assessments for each land use reflect the combination of improvements (lighting, community parks, and neighborhood parks) that benefit parcels in each Zone and the proposed budget and resulting assessment rates for Fiscal Year 2018-2019. These rates (rounded down to the nearest penny) are as follows:

- $2.15 per BU for Lights, which is $0.19 per BU below the adjusted maximum assessment rate of $2.34, but represents an increase of $0.07 or 3.5% per EBU over the $2.08 applied in Fiscal Year 2017/2018;
- $43.34 per BU for Community Parks, which is $3.73 per BU below the adjusted maximum assessment rate of $47.07, but represents an increase of $1.47 or 3.5% per EBU over the $41.87 applied in Fiscal Year 2017/2018;
- $53.44 per BU for Neighborhood Parks, which is $6.57 per BU below the adjusted maximum assessment rate of $60.01, but represents an increase of $0.75 or 1.42% per EBU over the $52.69 applied in Fiscal Year 2017/2018.

Part IV – Assessment Roll (Fiscal Year 2018-2019)

All assessed lots or parcels of real property within the District are listed on the assessment roll, which is on file in the office of the City Clerk and the City Engineer, and is hereby made a part of this Engineer's Report by reference. The assessment roll shows the Fiscal Year 2018-2019 assessment upon each lot and parcel within the District and identifies each assessable lot or parcel of land within the District. The description of each lot or parcel is part of the records of the Assessor of the County of Orange and these records are, by reference, made part of this Report.

Non-assessable lots or parcels include areas of public streets and other roadways. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

The following tables summarize the special benefit units and Fiscal Year 2018-2019 revenues by land use for each of the improvement types. Slight variances may exist in the number of Benefit Units and Assessment Revenue amounts due to rounding.

Summary of Community Park Special Benefit Revenues			
Land Use	**Parcels**	**Benefit Units**	**FY 2018-2019 Revenue [1]**
Residential Developed	62,316	100,363.000	$4,349,963.25
Commercial/Industrial Developed	1,740	13,717.178	594,534.02
Institutional Developed	64	900.291	39,020.68
Single Family Vacant Lot	2,378	297.250	12,883.50
Vacant Residential	20	20.733	898.62
Vacant Commercial/Institutional/Industrial/Rural	2,134	168.002	7,281.60
Total	**68,652**	**115,466.454**	**$5,004,581.67**

[1] The Community Park Special Benefit Revenues are funded in part by a contribution from the Great Park CFD of $28,407.39 with $4,976,174.28 funded by District assessments.

Summary of Neighborhood Park Special Benefit Revenues			
Land Use	**Parcels**	**Benefit Units**	**FY 2018-2019 Revenue**
Residential Developed	357	3,463.339	$185,087.05
Commercial/Industrial Developed	34	519.396	27,757.46
Institutional Developed	45,101	65,291.000	3,489,268.56
Single Family Vacant Lot	1,090	531.564	28,407.74
Vacant Residential	9	9.934	530.88
Vacant Commercial/Institutional/Industrial/Rural	1,264	158.000	8,443.80
Total	**47,855**	**69,973.232**	**$3,739,495.49**

Summary of Street Lighting Special Benefit Revenues			
Land Use	**Parcels**	**Benefit Units**	**FY 2018-2019 Revenue**
Residential Developed	36	298.194	$642.58
Residential Developed - Private Streets	2,611	142,263.146	306,562.85
Commercial/Industrial Developed	8	1,560.240	3,362.16
Commercial/Industrial Developed - Private Streets	91	12,205.224	26,301.04
Institutional Developed	33,515	25,027.500	53,931.76
Institutional Developed - Private Streets	29,167	152,025.000	327,598.67
Single Family Vacant Lot	2,408	-	0.00
Single Family Vacant Lot - Private Streets	8	15.524	33.45
Vacant Residential (Park)	259	3,402.186	7,331.37
Vacant Residential (Park) - Private Streets	11	23.119	49.82
Vacant Commercial/Industrial	38	614.183	1,323.50
Vacant Commercial/Industrial - Private Streets	49	52.637	113.43
Vacant Institutional	386	3,238.376	6,978.38
Vacant Institutional - Private Streets	1,621	202.625	436.64
Vacant Rural	1,463	1,097.250	2,364.46
Total	**71,671**	**342,025.202**	**$737,030.11**

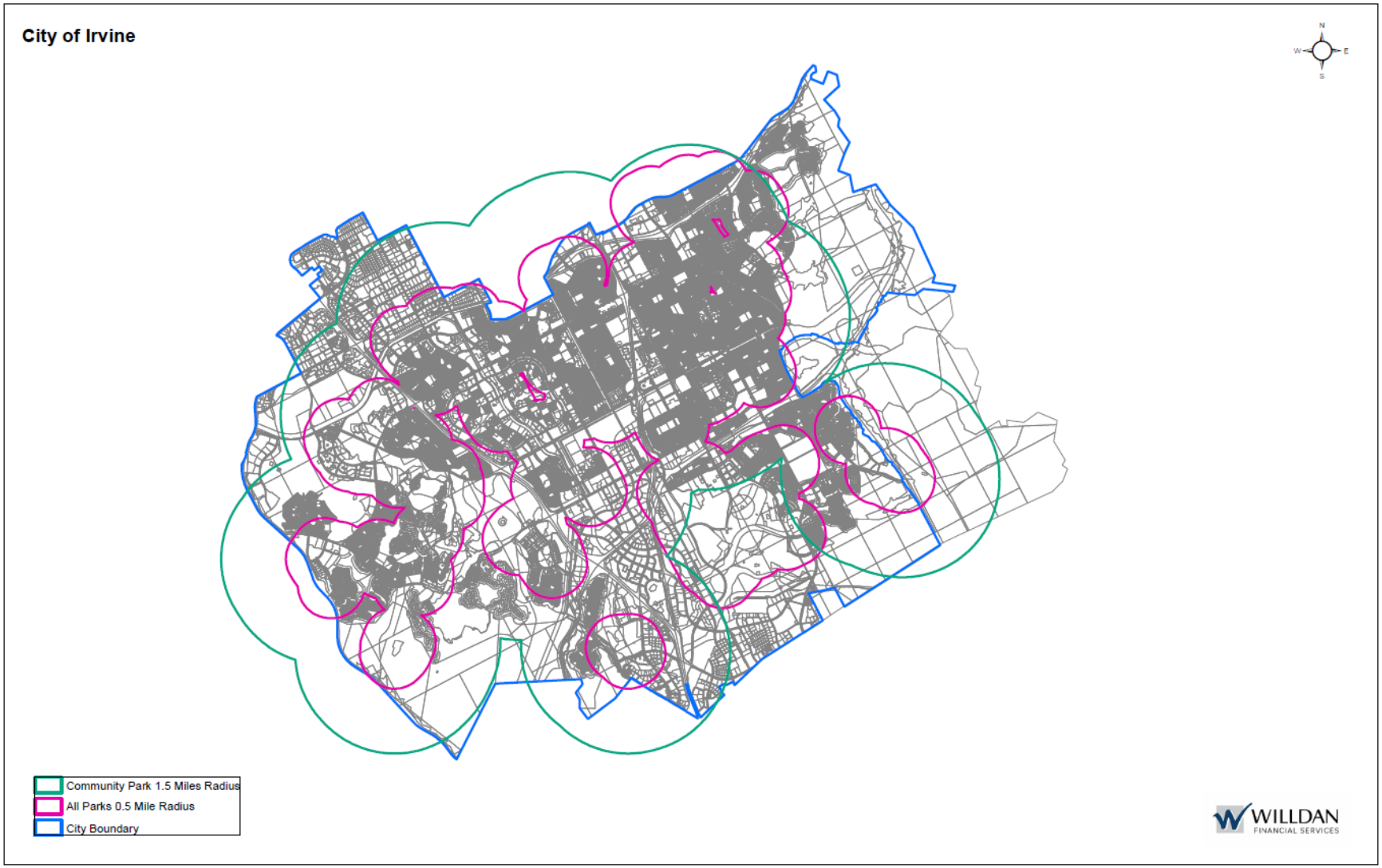
Part V – District Diagrams

The boundary of the City of Irvine Landscape, Lighting and Park Maintenance Assessment ("District") is coterminous with the City boundaries and consists of all lots, parcels and subdivisions of land within the City of Irvine. The following section contains various diagrams that show the boundaries of the Zones within the District that were previously identified and discussed.

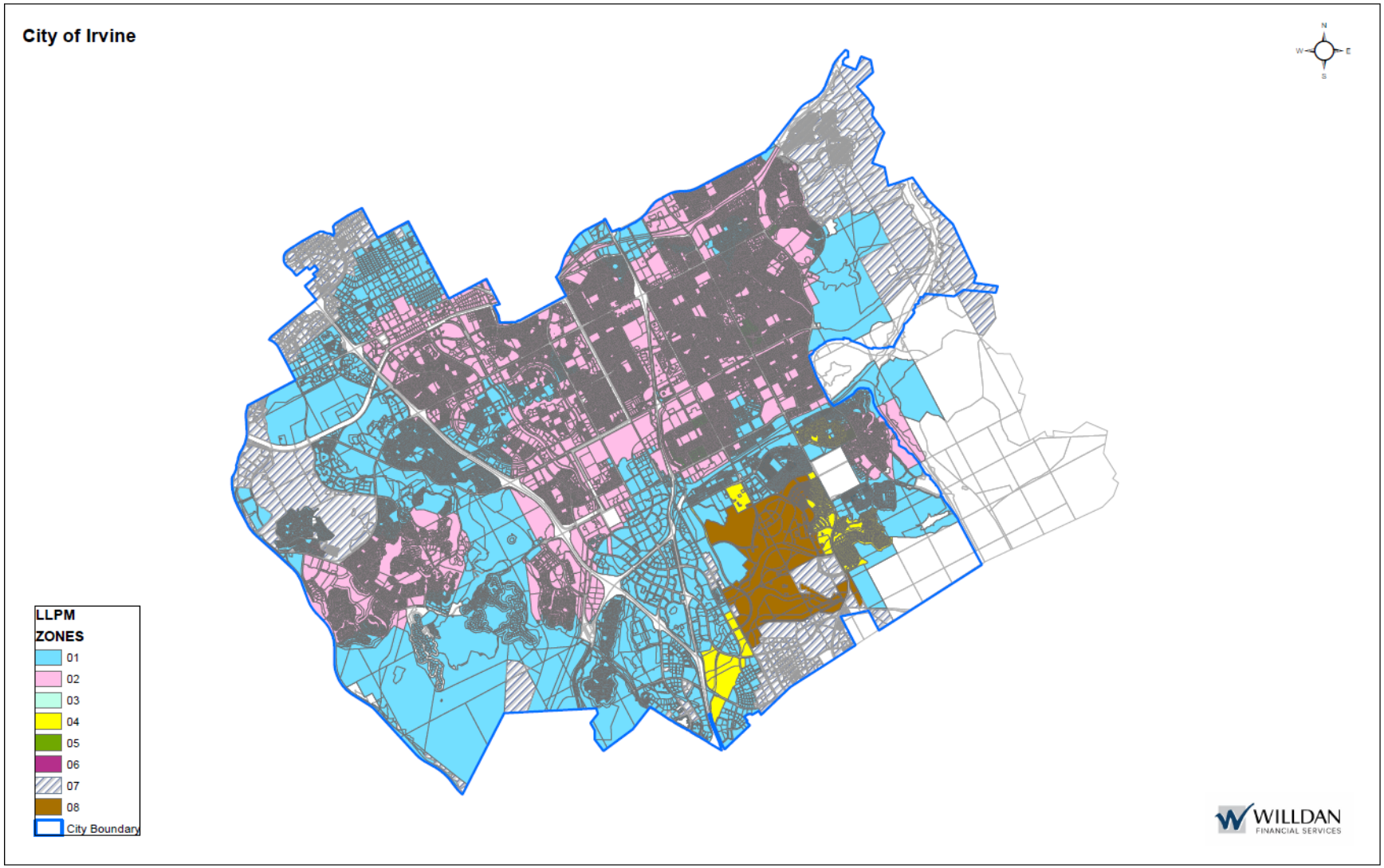
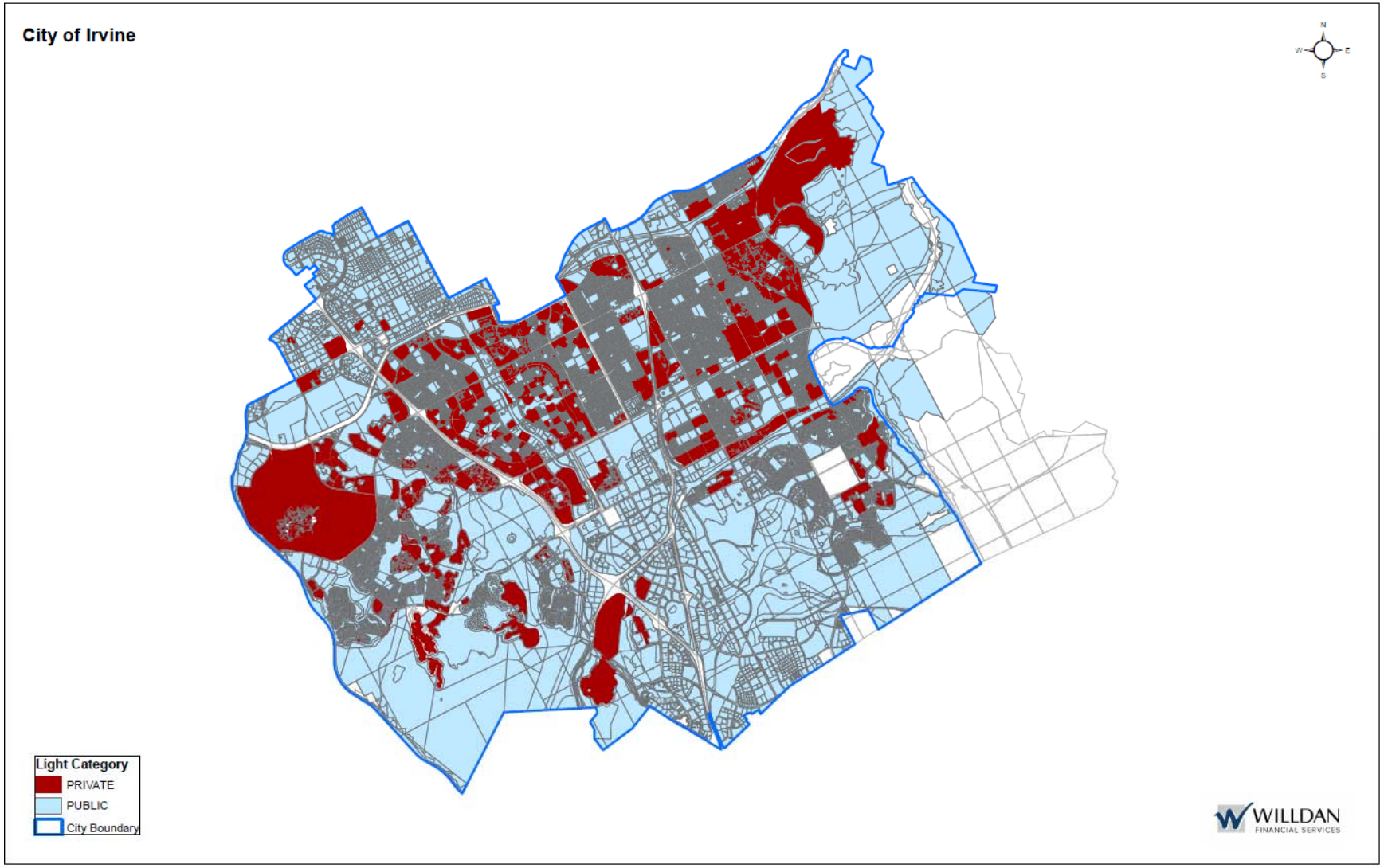
The parcels within each Zone consist of all lots, parcels and subdivisions of land within the boundaries as depicted by these diagrams and shall consist and be dictated by the lines and dimensions as those lots, parcels and subdivisions of land shown on the Orange County Assessor's parcel maps for the current year and by reference the Orange County Assessor's parcel maps are incorporated herein and made part of this Report. The following diagrams show the boundaries of the Zones for Fiscal Year 2018-2019. These diagrams along with the Assessment Roll incorporated in this Report by reference constitute the District Assessment Diagram for Fiscal Year 2018-2019.

An Assessment District Boundary Map has been prepared for the District in the format required by the Act, and is on file with the City Clerk, and is, by reference, made part of this Report. The Boundary Map is available for inspection at the Office of the City Clerk, during normal business hours.

Park Radii Diagram



Parks and Recreational Facility Zone Diagram



Street Lighting Diagram