

AGREEMENT BIBLIOGRAPHY

Agreement With:	Lorraine Mendez & Associates
Agreement Type:	Preparation and processing of NEPA compliance documents for the proposed Nickelodeon Resort Project
Date Approved:	12 12 2017
Start Date:	03 14 2018
End Date:	Until completed
Contract Amount:	\$14,400
Comments	File No. 55 Community and Economic Dev.
Insurance Expiration:	07 01 2018



CITY OF GARDEN GROVE

OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

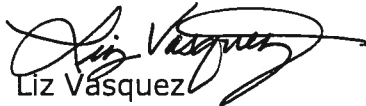
March 22, 2018

Lorraine Mendez & Associates
2100 Cold Stream Court
Oxnard, CA 93036

Enclosed is a copy of the Professional Services Agreement between the City of Garden Grove and Lorraine Mendez & Associates, to provide preparation and processing of National Environmental Policy Act (NEPA) compliance documents for the proposed Nickelodeon Resort Project.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community and Economic Development

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 14th day of March, 2018 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **LORRAINE MENDEZ & ASSOCIATES**, a sole proprietorship, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval on December 12, 2017.
2. CITY desires to utilize the services of CONTRACTOR to **provide preparation and processing of National Environmental Policy Act (NEPA) compliance documents for the proposed Nickelodeon Resort Project.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment "A" (Proposal for Consultant Services), and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00), payable in arrears and in accordance with combined proposals in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by the Community and Economic Development Director will be required, and amendment to the budget will be requested before proceeding, and payment shall be based on the rates included in the Proposal attached as Exhibit A.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

CONSULTANT has executed the Workers' Compensation Certificate for Sole Proprietors, attached hereto as Attachment "B" and incorporated herein by this reference, and represents that it is a sole proprietorship and is not legally required to carry Workers' Compensation Insurance at the time of execution of this Agreement.

- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have

a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees,

agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. Lorraine Mendez & Associates
2100 Cold Stream Court
Oxnard, CA 93036
Attention: Lorraine Mendez, Principal

b. (Address of CITY)	(with a copy to):
City of Garden Grove	Garden Grove City Attorney
11222 Acacia Parkway	11222 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR's proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent

contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

\\\\\\

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 3/13/18

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 3/14/18

"CONTRACTOR"
LORRAINE MENDEZ & ASSOCIATES

By: [Signature]

Name: Lorraine M. Mendez

Title: Principal

Date: December 12, 2017

Tax ID No. 27-2898748

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

3-13-18
Date

Attachment "A"
Proposal for Consultant Services

November 13, 2017

Allison Mills
Neighborhood Improvement Manager
City of Garden Grove
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Proposal for Consultant Services

Dear Allison:

In response to our recent discussion, I am providing the City with a proposal to prepare an environmental review record (ERR) for a proposed economic development project, the Nickelodeon Hotel and Resort Development or a similar project, funded in part under a Section 108 Loan Guarantee in accordance with the National Environmental Policy Act (NEPA) and the implementing regulation at 24 CFR Part 58.

Scope of Services

The ERR will include:

- An Environmental Assessment level of review;
- Any required consultation with federal agencies, City departments and compliance documentation;
- Combined Finding of No Significance and Request for Release of Funds (FONSI/RROF); and
- Request for Release of Funds and Certification

Fees

Fixed fee amount for the Scope of Services is \$14,400. An invoice will be submitted monthly outlining the number of hours worked billed at an hourly rate of \$120.00, any deliverables completed during the month, including reimbursable expenses. Mileage will be billed the prevailing IRS mileage rate in effect, currently \$0.535 per mile, with all other expenses billed at cost.

Sincerely,

Sincerely,

Lorraine M. Mendez

LORRAINE MENDEZ & ASSOCIATES

Attachment B

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

LORRAINE MENDEZ & ASSOCIATES

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind Lorraine Mendez & Associates.

Company Name

SIGNATURE OF AUTHORIZED PERSON: Lorraine M. Mendez

PRINTED NAME OF AUTHORIZED PERSON: Lorraine M. Mendez

TITLE OR POSITION OF AUTHORIZED PERSON: Principal

COMPANY NAME: Lorraine Mendez & Associates

DATE: December 12, 2017

NOTE: This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

<p><u>DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!</u> City/Agency/Sanitary District Use Only</p> <p>RISK MANAGEMENT DIVISION SIGNATURE: _____</p> <p>DATE: _____</p>
--

ATTACHMENT "___"

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind Lorraine Mendez & Associates.
Company Name

SIGNATURE OF AUTHORIZED PERSON: Lorraine M. Mendez

PRINTED NAME OF AUTHORIZED PERSON: Lorraine M. Mendez

TITLE OR POSITION OF AUTHORIZED PERSON: Principal

COMPANY NAME: Lorraine Mendez & Associates

DATE: 1-11-2018

NOTE: This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!
City/Agency/Sanitary District Use Only

RISK MANAGEMENT DIVISION SIGNATURE: Heidi M. Jay

DATE: 1-18-18

ATTACHMENT " _____ "

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY
COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind Lorraine Mendez & Assoc.

Company Name

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME OF AUTHORIZED PERSON: _____

TITLE OR POSITION OF AUTHORIZED PERSON: _____

COMPANY NAME: _____

DATE: _____

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: _____

DATE: _____

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

A, XV

insures the following policyholder for the coverages indicated below:

Reviewed and approved as to insurance language and/or requirements.

Policyholder: LORRAINE MENDEZ
 Address of policyholder: 2100 COLD STREAM CT OXNARD CA 93036
 Location of operations: CITY OF GARDEN GROVE
 Description of operations: ALL

Heidi M. Jay
 Risk Management
 *Confirmed with John Forbing - policy still in effect + cert + end - curbing

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
92-DB-6120-1	Comprehensive Business Liability	07-01-2017	07-01-2018	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	<input checked="" type="checkbox"/> Products - Completed Operations			Each Occurrence \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability			General Aggregate \$ 2,000,000
	<input checked="" type="checkbox"/> Personal Injury			Products - Completed Operations Aggregate \$ 2,000,000
	<input checked="" type="checkbox"/> Advertising Injury			
	<input type="checkbox"/>			
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella	Effective Date	Expiration Date	(Combined Single Limit)
	<input type="checkbox"/> Other			Each Occurrence \$
				Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
				Each Accident \$
				Disease - Each Employee \$
				Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Additional Insured: THE CITY OF GARDEN GROVE
 ATTN: RISK MANAGEMENT
 11222 ACACIA PKWY
 GARDEN GROVE CA 92840

marci stone
marisela
Stone. WJ88
@State Farm
Com

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
 Risk Management
 9-28-17

Signature of Authorized Representative
 AGENT John A. Forbing Date 09-28-2017

Title JOHN FORBING
 Agent Name
 Telephone Number 909 623-8571

Agent's Code 9149 Providing Insurance and Financial Services
 Agent C 001 License #0502558
 AFO 001 3030 W. Temple Pomona, Ca. 91766
 INSURANCE Phone: 909-623-8571 Fax: 909-620-581
 www.johnforbing.com

BTUG Policy No.: 92 D8-6120-1 ✓

FE-6609

SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No.: 92 D8-6120-1

Named Insured: LORRAINE MENDEZ
2100 COLD STREAM CT
OXNARD CA 93036-2767

Additional Insured (include address):

CITY OF GARDEN GROVE
ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS
11222 ACACIA PKWY
GARDEN GROVE CA 92840

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
1-12-18

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
9-28-17

FE-6609

Printed in U.S.A.



LORRMEN-01

ERUSSELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Premier Agency, Inc. 5 Sierra Gate Plaza 2nd Fl Roseville, CA 95678 Erin Russell 916-784-1008 800-642-5037 erussell@Placerins.com	CONTACT NAME Erin Russell	PHONE (AC, No, Ext): (916) 784-1008	FAX (AC, No): (916) 784-8116
	INSURER(S) AFFORDING COVERAGE		
INSURED Lorraine Mendez + Assoc. Lorraine Mendez & Assoc LLC Lorraine Mendez 2100 Cold Stream Court Oxnard, CA 93038 Lorraine - mendez@hotmail.com	INSURER A: The Hanover Insurance Company A, XV		NAIC # 22292
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SUB-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<i>Revised and approved as to insurance language and/or requirements.</i> <i>Neidm Jay</i> Risk Management			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			1-12-18			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			LHP90661904	04/03/2017	04/03/2018	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Revised and approved as to insurance language and/or requirements.
Neidm Jay
Risk Management
9-28-17

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>llb ll</i>
---	---

ATTACHMENT " ____ "

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind Lorraine Mendez & Associates.

Company Name

SIGNATURE OF AUTHORIZED PERSON: Lorraine M. Mendez

PRINTED NAME OF AUTHORIZED PERSON: Lorraine M. Mendez

TITLE OR POSITION OF AUTHORIZED PERSON: Principal

COMPANY NAME: Lorraine Mendez & Associates

DATE: 1-11-2018

NOTE: This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!

City/Agency/Sanitary District Use Only

RISK MANAGEMENT DIVISION SIGNATURE: Heidi M. Jay

DATE: 1-12-18

ATTACHMENT " _____ "

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY
COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind Lorraine Mendez & Assoc.

Company Name

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME OF AUTHORIZED PERSON: _____

TITLE OR POSITION OF AUTHORIZED PERSON: _____

COMPANY NAME: _____

DATE: _____

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: _____

DATE: _____

APPROVAL OF AGREEMENTS WITH HELIX ENVIRONMENTAL PLANNING, INC., AND LORRAINE MENDEZ & ASSOCIATES TO PROVIDE ENVIRONMENTAL ANALYSIS SERVICES; AND APPROVAL OF A REIMBURSEMENT AGREEMENT WITH NEW AGE GARDEN GROVE LLC, TO REIMBURSE COSTS FOR ENVIRONMENTAL REPORTING
(F: 55-Helix Environmental Planning, Inc.)(F: 55-Lorraine Mendez & Associates)
(F: 108.1-2016 New Age Garden Grove, LLC)

Following Council Member Klopfenstein's clarification that this action does not have a financial impact to the City, it was moved by Council Member Klopfenstein, seconded by Council Member K. Nguyen that:

A Professional Services Agreement with HELIX Environmental Planning, Inc., to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance report for an amount up to \$203,840, be approved;

A Professional Services Agreement with Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA) report for an amount up to \$14,400, be approved;

A Reimbursement Agreement with New Age Garden Grove, LLC, for the cost of the environmental reports paid by the City, be approved; and

The City Manager be authorized to sign the agreements and make minor modifications to all three agreements as appropriate on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim
Dept.: City Manager Dept.: Community and Economic Development
Subject: Approval of agreements with HELIX Environmental Planning, Inc., and Lorraine Mendez & Associates to provide environmental analysis services; and approval of a Reimbursement Agreement with New Age Garden Grove LLC, to reimburse costs for environmental reporting. (*Action Item*)
Date: 12/12/2017

OBJECTIVE

The purpose of this report is to request City Council approve agreements with HELIX Environmental Planning, Inc. to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance documents, and Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA); and to also approve a Reimbursement Agreement with New Age Garden Grove, LLC. ("Developer") to reimburse for the costs of the environmental reporting.

BACKGROUND

In May 2017, the City and Developer entered into an Amended and Restated Exclusive Negotiation Agreement (ENA) for the development of the Nickelodeon Resort Hotel located at the northwest corner of Harbor Boulevard and Twintree Avenue. The Developer has prepared a revised draft Final Development Concept Package pursuant to the ENA Schedule. The next step for the development is the preparation and processing of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents, which analyze the projects potential environmental impacts.

DISCUSSION

The Developer has submitted preliminary plans to the City to develop a 560-room Nickelodeon Resort Hotel. The proposed development is approximately 10-acres. The resort would be comprised of a mix of guestrooms, timeshares, resort amenities, landscape decks, and on-site parking. Specifically, two buildings between 14 and 18 stories tall would be developed to include 164,000 square feet (sf) of retail and resort amenities on the first two floors, followed by 500 guestrooms and 60 timeshare units comprising about 600,000 sf on the remaining floors. A total of 808 parking stalls are proposed in an underground and ground-level parking structure. The proposed development will require a general plan and zone amendment to facilitate the development. The City solicited the proposal for the preparation and processing of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents to analyze the development's potential environmental impacts.

HELIX Environmental Planning, Inc. (Consultant) was selected to prepare the necessary CEQA documents for the development. The proposed scope of work outlines anticipated tasks to prepare a Mitigated Negative Declaration and/or Environmental Impact Report subject to the determination of

the Initial Study. The estimated cost for HELIX Environmental Planning, Inc. shall not exceed \$203,841 (See attachment No. 1).

In addition, the project needs to comply with NEPA. Lorraine Mendez & Associates (Consultant) was selected to prepare the necessary NEPA documents for the Project. The City has received a bid from Lorraine Mendez & Associates to analyze the impacts of the development in accordance with NEPA in the amount of \$14,400 (See attachment 2).

The amount of both contracts and all related costs shall be reimbursed by the Developer pursuant to a Reimbursement Agreement (See attachment 3). Both CEQA and NEPA documents for the development will be considered by the Planning Commission and City Council. Due to the nature of the work required to produce the Environmental Reports, it is recommended that these services be contracted to consultants that specialize in analyzing development impacts related to CEQA and NEPA. As the local Land Use Agency, the City will oversee the work of the Consultants, but the cost of the Reports are to be paid by the Developer.

FINANCIAL IMPACT

Approval of the Professional Services Agreement with Helix Environmental Planning, Inc. and the Professional Services Agreement with Lorraine Mendez & Associates will have no cost to the City. The Developer will deposit funds in the amount of both contracts with the City. The funding will be administered through a Reimbursement Agreement between the City and Developer, which requires the Developer to pay for all cost associated with preparation of the Reports.

RECOMMENDATION

It is recommended that the City Council:

- Approve a Professional Services Agreement with HELIX Environmental Planning, Inc., to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance report for an amount up to \$203,840;
- Approve a Professional Services Agreement with Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA) report for an amount up to \$14,400;
- Approve a Reimbursement Agreement with New Age Garden Grove, LLC, for the cost of the environmental reports paid by the City; and
- Authorize the City Manager to sign the agreements and make minor modifications to all three Agreements as appropriate, on behalf of the City.

By: Monica Covarrubias, Sr. Economic Development Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Professional Services Agreement with HELIX Environmental Planning, Inc.	12/5/2017	Cover Memo	GG_HELIX_Environmental_Planning_Consultant_Agreement-Nickelodeon_Project.docx
Attachment 2: Professional Services			

SERVICES

Agreement
with Lorraine
Mendez &
Associates

12/5/2017

Cover
Memo

GG_LORRAINE_MENDEZ_NEPA_CONSULTING_AGREEMENT-NICKELODEON_PROJECT.docx

Attachment 3:
Reimbursement
Agreement
with New Age
Garden Grove,
LLC

12/5/2017

Cover
Memo

GG_REIMBURSEMENT_AGREEMENT_withNE_AGE_GARDEN_GROVE__LLC_for_Environmental_Work.docx