

AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Adjourned Regular Meeting
May 28, 2014
2:00 P.M.**

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

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

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

COUNCILMEMBERS: Dvorak Hatch Ring
 Conners, Mayor Pro Tem Hack, Mayor

IV. PRESENTATIONS

- 4.1 OC Human Relations Commission Annual Report – Ken Innoye

V. CITY COMMENDATIONS AND PROCLAMATIONS

- 5.1 Proclamation – Building Safety Month, May 2014
- 5.2 Proclamation – Stroke Awareness Month, May 2014
- 5.3 Proclamation – Water Awareness Month, May 2014
- 5.4 Proclamation – Drowning Prevention Awareness, May 26 – September 1, 2014

VI. CONSENT CALENDAR

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

- 6.1 City Council Minutes

RECOMMENDED ACTION: Approve the minutes from the April 16, 2014 regular meeting, the April 30, 2014 adjourned regular meeting, and the May 14, 2014 special meeting.

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

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

- 6.3 Treasurer’s Reports

RECOMMENDED ACTION: Receive and file the April 2014 monthly and Third Quarter Fiscal Year 2013-14 Quarterly Treasurer’s Reports.

- 6.4 Warrant Register

RECOMMENDED ACTION: Approve the May 28, 2014 Warrant Register in the amount of \$762,616.18.

6.5 Fiscal Year 2013-14 General Fund Budget Appropriations

RECOMMENDED ACTION: Approve a resolution amending Fiscal Year 2013-14 General Fund budget appropriations, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED GENERAL FUND APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

6.6 Agreement for Local Law Enforcement Services

RECOMMENDED ACTION: Approve an agreement with the County of Orange for Fiscal Year 2014-15 law enforcement services in the City of Laguna Woods, and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.7 Agreement for Code Enforcement Services

RECOMMENDED ACTION: Approve an agreement with AndersonPenna Partners, Inc. for code enforcement services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.8 Agreement for Water Quality Services

RECOMMENDED ACTION: Approve an agreement with Charles Abbott Associates, Inc. for water quality services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.9 Agreement for Information Technology Services

RECOMMENDED ACTION: Approve an agreement with Practical Data Solutions for information technology services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.10 Amendment to the Urban County Community Development Block Grant and Other Programs Cooperation Agreement

RECOMMENDED ACTION: Approve the third amendment to the existing cooperation agreement with the County of Orange related to participation in the Urban County Community Development Block Grant (CDBG) program and other United States Department of Housing and Urban Development (HUD) programs, and authorize the Mayor to execute the amendment to the cooperation agreement subject to approval as to form by the City Attorney.

6.11 Senior Mobility Taxi Voucher Program

RECOMMENDED ACTION: Authorize staff to take actions to continue the Senior Mobility Taxi Voucher Program for Fiscal Year 2014-15 with no increase in costs per taxi voucher and direction to allow refunds of unused general travel and special destination taxi vouchers through July 31, 2015.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Red Light Photo Enforcement Program

RECOMMENDED ACTION:

A. Approve a Memorandum of Understanding between the City and Redflex Traffic Systems, Inc. modifying and extending the existing automated red light photo enforcement system agreement; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

OR

B. Take no action regarding modification or extension of the existing automated red light photo enforcement system agreement between the City and Redflex Traffic Systems, Inc., which will end on June 30, 2014.

8.2 Moulton Smart Street Project Phase 2 Design and Multimodal Trail Designations

RECOMMENDED ACTION:

- A. Direct staff to negotiate a change order with the County of Orange to remove tree wells along the rear of the sidewalk on the east side of Moulton Parkway between the Laguna Woods Village Garden Center 1 driveway and Laguna Woods Village Gate 12 to allow for future use as a multimodal trail accommodating pedestrian and golf cart travel.

AND

- B. Approve a resolution allocating \$39,000 of Gas Tax/Fuel Tax funds for consultant design engineering work related to the removal of tree wells on the east side of Moulton Parkway to accommodate a multimodal trail and to reimburse the County of Orange for costs incurred, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED TRANSPORTATION FUNDS APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

AND

- C. Approve a resolution designating public rights of way as multimodal trails on which golf carts are allowed to travel, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 13-18 AND DESIGNATING MULTIMODAL TRAILS IN THE PUBLIC RIGHTS-OF-WAY ON WHICH GOLF CARTS ARE ALLOWED TO TRAVEL

8.3 Community Services Grant Program

RECOMMENDED ACTION: Provide input to staff regarding potential modifications to Administrative Policy 2.8 (Community Grant Fund Distribution).

8.4 City Council Meeting Minutes and Records Retention

RECOMMENDED ACTION:

A. Adopt an administrative policy related to the preparation of City Council meeting minutes.

AND

B. Approve a resolution modifying the City's records retention schedule to identify City Council meeting recordings as permanent records, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING THE CITY'S RECORDS RETENTION SCHEDULE

8.5 Fiscal Year 2014-15 Budget Preparation

RECOMMENDED ACTION: Provide direction to staff regarding the City's Fiscal Year 2014-15 budget.

8.6 Senior Accountant Position

RECOMMENDED ACTION:

A. Approve the Senior Accountant job classification.

AND

B. Authorize the City Manager to advertise and recruit for the Senior Accountant position with hiring contingent on the City Council taking action to establish and authorize the position as part of the Fiscal Year 2014-15 budget.

IX. COMMITTEE REPORTS

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

X. PUBLIC COMMENTS

XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

11.1 Reports on Meetings Attended per Government Code §53232.3

State law requires Councilmembers to provide a report on all meetings or events they attend for which the City pays fees, travel or other expenses. These are informational reports and no action is taken on the item.

- A. Orange County Sheriff's Department Medal of Valor Luncheon, April 17, 2014: Councilmember Dvorak, Councilmember Ring
- B. League of California Cities/Orange County Division General Membership Meeting, April 17, 2014: Mayor Hack, Councilmember Dvorak, Councilmember Ring
- C. Southern California Water Committee Quarterly Meeting, April 25, 2014: Mayor Hack
- D. Southern California Association of Governments Regional Conference and General Assembly, May 1-2, 2014: Councilmember Dvorak, Councilmember Ring
- E. Water Advisory Committee, May 2, 2013: Mayor Hack
- F. OC Water Summit, May 16, 2014: Mayor Hack

11.2 Other Meetings, Comments and Announcements

XII. CLOSED SESSION – None

XIII. ADJOURNMENT

The meeting will be adjourned to a regular meeting of the City Council at 2:00 p.m. on Wednesday, June 18, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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

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

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

5/23/14
Date



Marc Donohue, Deputy City Clerk

5.1
PROCLAMATION – BUILDING SAFETY
MONTH, MAY 2014

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Proclamation
City of Laguna Woods
Building Safety Month
May 2014

WHEREAS, this year's theme for "Building Safety Month," "Building Safety: Maximizing Resilience, Minimizing Risks", encourages all Americans to raise awareness of the importance of building safety in the construction industry and to recognize the countless lives saved due to the implementation of building and safety codes by local and state agencies; and

WHEREAS, our state's continuing efforts to address the critical issues of safety, energy efficiency, and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

WHEREAS, Building Safety Month encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship, and play are safe and sustainable.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2014 as "Building Safety Month" in the City of Laguna Woods and encourages the community to raise awareness of the importance of building safety.

Dated this 28th day of May, 2014

Bert Hack, Mayor

Attest: Marc Donohue, Deputy City Clerk

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5.2
PROCLAMATION – STROKE AWARENESS
MONTH, MAY 2014

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Proclamation
City of Laguna Woods
Stroke Awareness Month
May 2014

WHEREAS, a stroke is an emergency and a brain attack that can happen to anyone at any time regardless of race, gender, or age; and

WHEREAS, two million brain cells die every minute during a stroke with increasing risk of permanent brain damage, disability, or death; and

WHEREAS, strokes are one of the leading causes of death in the United States, killing more than 144,000 people each year; and

WHEREAS, approximately 795,000 strokes will occur this year, with 55,000 more women than men experiencing one; and

WHEREAS, recognizing the symptoms of strokes and acting immediately to get medical attention can save a life and limit disabilities.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2014 as “Stroke Awareness Month” and encourages all residents to learn the warning signs and symptoms of strokes.

Dated this 28th day of May, 2014

Bert Hack, Mayor

Attest: Marc Donohue, Deputy City Clerk

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5.3
PROCLAMATION – WATER AWARENESS
MONTH, MAY 2014

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Proclamation

City of Laguna Woods

Water Awareness Month

May 2014

WHEREAS, the State of California is now in its third consecutive year of extreme drought, with 2014 projected to be the driest year recorded in state history; and

WHEREAS, Governor Edmund G. Brown, Jr. proclaimed a State of Emergency effective January 17, 2014 in response to the state's severe drought conditions; and

WHEREAS, access to a reliable and adequate water supply sources is vital to Orange County's thriving economy and resident's quality of life; and

WHEREAS, the El Toro Water District is committed to educating residents within its service area and customers about the severity of the drought and encouraging them to implement conservation methods; and

WHEREAS, the El Toro Water District is a leader in using recycled water for landscape irrigation, utilizing local area resources to offset the need to import drinking water for irrigation use; and

WHEREAS, working together as a community to apply efficient water use and conservation habits today will help ensure that Orange County has adequate water supplies for the arid months and years to come.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 2014 as "Water Awareness Month" and encourages all residents to support the El Toro Water District in their efforts to conserve water through enhanced water use efficiency measures.

Dated this 28th day of May, 2014

Bert Hack, Mayor

Attest: Marc Donohue, Deputy City Clerk

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5.4

**PROCLAMATION – DROWNING PREVENTION
AWARENESS, MAY 26 – SEPTEMBER 1, 2014**

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Proclamation
City of Laguna Woods
Drowning Prevention Awareness
May 26 – September 1, 2014

WHEREAS, drowning is the leading cause of accidental death in Orange County for children under the age of five; and

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

WHEREAS, the period of May 26 through September 1 is when the highest percentage of drowning take place; and

WHEREAS, the Orange County Fire Authority, along with all other fire agencies in Orange County, will be increasing public awareness about drowning prevention through an extensive community outreach campaign.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim May 26 – September 1, 2014 as a “Drowning Prevention Awareness Period” in the City of Laguna Woods and strongly encourages its residents to increase their knowledge of proper safety measures to prevent drowning.

Dated this 28th day of May, 2014

Bert Hack, Mayor

Attest: Marc Donohue, Deputy City Clerk

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6.1-6.11
CONSENT CALENDAR SUMMARY

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**City of Laguna Woods
Agenda Report**

DATE: May 28, 2014 Adjourned Regular City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
AGENDA ITEM: Consent Calendar

Recommended Action

Approve all proposed actions on the May 28, 2014 Consent Calendar by single motion and City Council action.

Discussion

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

The May 28, 2014 Consent Calendar contains the following items:

- 6.1 Approval of City Council meeting minutes from the April 16, 2014 regular meeting, April 30, 2014 adjourned regular meeting, and the May 14, 2014 special meeting.

- 6.2 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not approved, all ordinances and resolutions must be read out loud in their entirety during the City Council meeting.
- 6.3 Approval of a motion to receive and file the April 2014 monthly and Third Quarter (January 1 through March 31, 2014) Fiscal Year 2013-14 Quarterly Treasurer's Reports, as submitted.
- 6.4 Approval of the May 28, 2014 Warrant Register, as submitted, in the total amount of \$762,616.18. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.
- 6.5 Approval of a resolution amending the General Fund budget appropriation for Fiscal Year 2013-14 to allow for the replacement of 10 computer work stations and 2 laptop computers that are running Microsoft Windows XP, an operating system that Microsoft stopped supporting on April 8, 2014. The cessation of support means that the computers will be more vulnerable to security risks and viruses, which could compromise the security of the City's server, computers, and electronic data. If the computers are not replaced, operational and compatibility issues are also expected due to hardware and software manufacturers optimizing their products for more recent versions of Windows. The existing General Fund budget appropriation for Fiscal Year 2013-14 (July 1, 2013 through June 30, 2014) is \$4,471,412. That amount is \$197,888 less than the \$4,669,300 in projected General Fund revenues over the same period. The recommended action would increase the budget appropriation by \$30,000 resulting in a new appropriation of \$4,501,412. The amended budget would still be \$167,888 less than projected revenues and include an Economic Uncertainties Reserve of \$210,254.
- 6.6 Approval of an agreement with the County of Orange for law enforcement services. The term of the agreement would be from July 1, 2014 through June 30, 2015. The total cost to continue the City's existing level of service is \$1,501,981, which represents an increase of 8.13% from the current fiscal year primarily attributable to salaries, benefits, and overhead. The County of Orange projects that the City's agreement for law enforcement services will increase by an additional 11.29% through Fiscal Year 2018-19. The City's existing level of service generally includes two patrol shifts per day, seven days per week, as well as afterhours coverage shared with surrounding cities.

- 6.7 Approval of an agreement with AndersonPenna Partners, Inc. for as needed code enforcement services. The term of the agreement would be from July 1, 2014 through June 30, 2016 with the possibility of extension through June 30, 2019 at the City's discretion. City Council approval would permit the City Manager to exercise the optional extensions if satisfactory service is performed. The City issued a Request for Proposal (RFP) on March 7, 2014 and three proposals were received in response (AndersonPenna, Charles Abbott Associates, and JAS Pacific). Two firms were interviewed by staff, after which the unanimous recommendation was AndersonPenna based on the firm's experience, depth of personnel, demonstrated ability to perform the requested services, and approach to enforcing municipal codes.
- 6.8 Approval of an agreement with Charles Abbott Associates, Inc. for as needed water quality services. The term of the agreement would be from July 1, 2014 through June 30, 2016 with the possibility of extension through June 30, 2019 at the City's discretion. City Council approval would permit the City Manager to exercise the optional extensions if satisfactory service is performed. The City issued a Request for Proposal (RFP) on March 7, 2014 and one proposal was received in response (Charles Abbott Associates). Charles Abbott Associates has provided as needed water quality services to the City for several years and was selected based on their past performance with the City and demonstrated ability to provide the requested services.
- 6.9 Approval of an agreement with Practical Data Solutions for information technology services. The term of the agreement would be from execution through June 30, 2015 with the possibility of extension through June 30, 2017 at the City's discretion. City Council approval would permit the City Manager to exercise the optional extensions if satisfactory service is performed. After a transition period not to exceed 30 days, this agreement would replace the existing agreement with Synoptek, Inc. that was approved by the City Council in July 2012. This proposed change in consultants is due to a variety of factors, including experiences since the agreement with the existing consultant was entered into. Practical Data Solutions was the City's previous information technology consultant and the runner up to the existing consultant following a competitive request for proposals (RFP) process in 2012. Practical Data Solutions provides information technology services for many private firms in Southern California. The proposed agreement includes a slight reduction of recurring monthly expenses.

- 6.10 Approval of the third amendment to an existing agreement with the County of Orange related to the City's participation in the Urban County Community Development Block Grant (CDBG) program and other United States Department of Housing and Urban Development (HUD) programs. The amendment would extend the agreement, which was initially approved by the City Council in June 2005, to June 30, 2018. The agreement allows the City to compete for CDBG funding, which has resulted in awards of more than \$1.3 million since 2003. The City anticipates receiving \$135,000 in CDBG funding for Fiscal Year 2014-15 for residential energy retrofits.
- 6.11 Authorization for staff to take actions to continue the Senior Mobility Taxi Voucher Program for Fiscal Year 2014-15 with no increase in costs per taxi voucher and direction to allow refunds of unused general travel and special destination taxi vouchers for up to one month following the close of the upcoming fiscal year. This action is necessary in advance of budget approval in order to ensure uninterrupted services. Establishing a limit for refunds of unused vouchers purchased during or prior to Fiscal Year 2014-15 would help the City more accurately assess outstanding liabilities and plan for the long-term fiscal solvency of the Senior Mobility Taxi Voucher Program. Refunds would be processed at any point through July 31, 2015.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS, CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
April 16, 2014
2:00 P.M.**

I. CALL TO ORDER

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

II. FLAG SALUTE

Keith Curry led the flag salute.

III. ROLL CALL

COUNCILMEMBER: PRESENT: Dvorak, Hatch, Ring, Conners, Hack
 ABSENT: None

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, Assistant City
 Manager Reilly, Administrative Coordinator Trippy

IV. PRESENTATIONS – None

V. CITY COMMENDATIONS AND PROCLAMATIONS

Moved by Councilmember Ring, seconded by Mayor Pro Tem Conners, and carried unanimously to approve the proclamations.

5.1 Proclamation – National Donate Life Month, April 2014

Mayor Hack presented the proclamation to Dick Veale.

Mayor Pro Tem Conners encouraged the public to become donors.

5.2 Proclamation – Environmental Awareness Week, April 22-27, 2014

5.3 Proclamation – Wildfire Awareness Week, May 4-10, 2014

Mayor Hack presented the proclamation to Chief Brice.

Mayor Conners announced that Chief of Police Services England will be honored at the Orange County Sheriff's Department's Medal of Valor Luncheon later in the week. She thanked him for his service to the Laguna Woods community.

Keith Curry, candidate for State Assembly District 74, discussed why is running for the State Assembly.

VI. CONSENT CALENDAR

Moved by Councilmember Ring, seconded by Councilmember Dvorak, and carried unanimously to approve Consent Calendar Items 6.1 – 6.5.

6.1 Approved the City Council meeting minutes from the March 26, 2014 adjourned regular meeting.

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

6.3 Treasurer’s Report

Received and filed the March 2014 monthly Treasurer’s Report.

6.4 Warrant Register

Approved the April 16, 2014 Warrant Register in the amount of \$716,122.20.

6.5 Archery Regulations

Adopted an ordinance to establish regulations for archery ranges, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 7.06, CHAPTER 13.06, CHAPTER 13.08, CHAPTER 13.10, CHAPTER 13.12, AND CHAPTER 13.26 OF THE LAGUNA WOODS MUNICIPAL CODE TO ALLOW FOR THE ESTABLISHMENT OF ARCHERY RANGES IN CERTAIN ZONES

VII. PUBLIC HEARINGS

7.1 General Plan Safety Element Update

City Manager Macon, Jeff Henderson, Pacific Municipal Consultants (PMC), and Aaron Pfannenstiel, PMC, summarized the agenda report.

City Manager Macon stated that for clarity purposes, the text that reads: “While there is no standard water flow rate for fire response” on page S-7 should be deleted. He noted that there are water flow rates dictated in the California Fire Code.

Mayor Hack asked about the possibility of liquefaction in the City.

Mr. Pfannenstiel stated that there is a potential for liquefaction to occur. He noted that seismic shaking, loose granular soils, and shallow ground water are the criteria for liquefaction.

Mayor Hack asked if there is anything that could be done to prevent liquefaction from occurring.

Mr. Pfannenstiel stated that it depends on the conditions of a specific area. He noted that it is beneficial to identify areas that are liquefaction zones. He stated that as development occurs in those areas, questions of subsurface conditions and how those impact liquefaction potential can be answered.

Mayor Pro Tem Conners stated that liquefaction should be reviewed as part of the Local Hazard Mitigation Plan update.

Councilmember Hatch asked if the City's Safety Element is different from other cities.

Mr. Pfannenstiel stated that there is some commonality between Safety Elements city-to-city.

City Manager Macon commented on a change in State law that requires Safety Elements to be updated every five to eight years.

The public hearing was continued

There being no requests to speak, the public hearing was closed.

Councilmember Ring thanked PMC for their work on the Safety Element.

Moved by Councilmember Ring, seconded by Councilmember Dvorak, and carried unanimously to approve a resolution amending the General Plan Safety Element with one modification to the Safety Element text to delete: "While there is no standard water flow rate for fire response" on page S-7, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING AN AMENDMENT TO THE LAGUNA WOODS GENERAL PLAN TO UPDATE THE SAFETY ELEMENT

VIII. CITY COUNCIL BUSINESS

8.1 Selection of Southern California Association of Governments' 2014 General Assembly Delegate and Alternate

Mayor Hack summarized the agenda report.

Moved by Councilmember Ring, seconded by Mayor Pro Tem Conners, and carried unanimously to appoint Councilmember Dvorak as the delegate at the Southern California Association of Governments' 2014 General Assembly.

Moved by Councilmember Dvorak, seconded by Mayor Pro Tem Conners, and carried unanimously to appoint Councilmember Ring as the alternate at the Southern California Association of Governments' 2014 General Assembly.

8.2 City Council Meeting Schedule

City Manager Macon summarized the agenda report.

Moved by Councilmember Dvorak, seconded by Councilmember Ring, and carried unanimously to:

A. Cancel the regular meeting of the City Council on Wednesday, May 21, 2014 at 2 p.m.

AND

B. Schedule an adjourned regular meeting of the City Council for Wednesday, May 28, 2014 at 2 p.m.

IX. COMMITTEE REPORTS

9.1 Transportation Corridor Agencies (Mayor Hack)

Mayor Hack stated that cash-less toll roads will begin on May 14, 2014. He encouraged the use of transponders.

Mayor Pro Tem Conners commented that the toll roads' website is user friendly.

9.2 Orange County Library Advisory Board (Councilmember Dvorak)

Councilmember Dvorak stated that the Board will meet on May 8, 2014.

9.3 Orange County Fire Authority (Councilmember Hatch)

Councilmember Hatch discussed issues facing the Orange County Fire Authority. He noted that he will not be able to attend the next meeting.

9.4 Southern California Water Committee (Mayor Hack)

Mayor Hack stated that the Committee will meet on April 25, 2014. He noted that the Committee will be discussing the Bay Delta Conservation Plan.

9.5 Coastal Greenbelt Authority (Mayor Pro Tem Conners)

Mayor Pro Tem Conners stated that the Authority did not meet in the previous month.

9.6 Orange County Vector Control District Board (Councilmember Dvorak)

Councilmember Dvorak stated that the Board will meet in the coming week.

X. PUBLIC COMMENTS – None

XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

11.1 Reports on Meetings Attended per Government Code §53232.3.

A. Water Advisory Committee, April 4, 2014: Councilmember Hack

Mayor Hack discussed a presentation related to funding and water sources.

11.2 Other Meetings, Comments and Announcements

Mayor Hack discussed the importance of the election for the 5th District Supervisor seat.

XII. CLOSED SESSION

12.1 The City Council met in closed session under authority of Government Code section §54956.9 subsections (d)(2) and (e)(2), relating to facts and circumstances arising from the Encroachment Permit issued to Southern California Edison for the Moulton Parkway roadway project, and a proposed encroachment permit for a vault replacement project proposed for El Toro Road.

The City Council reconvened in open session at 3:59 p.m. City Attorney Cosgrove advised that there was no reportable action.

XIII. ADJOURNMENT

The meeting was adjourned at 4:00 p.m. The next adjourned regular meeting will be at 2:00 p.m. on Wednesday, April 30, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

MARC DONOHUE, Deputy City Clerk

Adopted: May 28, 2014

BERT HACK, Mayor

**CITY OF LAGUNA WOODS, CALIFORNIA
CITY COUNCIL MINUTES
ADJOURNED REGULAR MEETING
April 30, 2014
2:00 P.M.**

I. CALL TO ORDER

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

II. FLAG SALUTE

Councilmember Dvorak led the flag salute.

III. ROLL CALL

COUNCILMEMBER: PRESENT: Dvorak, Hatch, Ring, Conners, Hack
 ABSENT: None

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, Assistant City
 Manager Reilly, Finance Manager Jones, Building Official Gates,
 Management Assistant Haston, Deputy City Clerk Donohue

IV. CITY COUNCIL BUSINESS

4.1 Fiscal Year 2014-15 Budget Preparation

City Manager Macon reviewed and discussed issues pertaining to the 2014-15 budget.

Mayor Pro Tem Conners and Councilmember Dvorak expressed support for the priority focus areas recommended by staff.

Moved by Councilmember Ring, seconded by Councilmember Dvorak, and carried unanimously to concur with the priority focus areas identified for the Fiscal Year 2014-15 budget, as presented. The priority focus areas are “A City that is... healthy and safe, high in quality of life, environmentally conscious, economically prosperous, fiscally responsible, and professionally and efficiently served.”

Mayor Hack asked if the City will receive any additional services from the Orange County Sheriff’s Department due to the increasing costs.

City Manager Macon stated that the City would not.

Councilmember Hatch asked about other issues related to law enforcement services.

City Manager Macon stated that the City of Laguna Hills has expressed concerns with the equity of law enforcement services contracts.

Councilmember Hatch asked if the Orange County Sheriff's Department prioritizes calls.

Chief of Police Services England discussed how calls for service are prioritized.

Councilmember Hatch asked if the mindset of the Orange County Sheriff's Department is to let Laguna Woods Village Security be the first to respond to calls.

Chief of Police Services England stated it is not. He noted that the Sheriff's Department does have frequent communication with Laguna Woods Village Security.

Mayor Pro Tem Conners asked if Orange County Sheriff's Department's dispatch notifies Laguna Woods Village Security to respond to a call if a patrol unit is unavailable.

Chief of Police Services England stated that it depends on the situation. He noted that one of the few calls that the Sheriff's Department will not respond to is barking dogs.

Councilmember Ring expressed his concern with the Santa Maria Passive Park/Trailhead Project. He stated that the community would not be in favor of the project. He suggested removing the project from the capital projects list.

Councilmember Dvorak reiterated Councilmember Ring's thoughts.

Moved by Councilmember Dvorak, seconded by Councilmember Hatch, and carried unanimously to remove the Santa Maria Passive Park/Trailhead from the capital improvement project list.

Mayor Hack asked if there are regulatory liabilities attached to the Dairy Fork Constructed Wetland project.

City Manager Macon noted that the San Diego Regional Water Quality Control Board would have to issue a permit for the project.

City Attorney Cosgrove stated that he generally does not see any potential liability.

Mayor Hack asked if there would be any ongoing maintenance with the project.

City Manager Macon stated that the City would be responsible for a portion of ongoing operations and maintenance costs, which are currently estimated at \$1,960 per year.

Moved by Councilmember Dvorak, seconded by Mayor Pro Tem Conners, and carried unanimously to direct staff to include cost-share amounts for the Dairy Fork Constructed Wetland Project in the draft Fiscal Year 2014-15 budget.

Moved by Councilmember Hatch, seconded by Councilmember Dvorak, and carried unanimously to direct staff to include funding for the City Hall Bollard Replacement Project in the draft Fiscal Year 2014-15 budget.

Moved by Councilmember Ring, seconded by Councilmember Dvorak, and carried unanimously to direct staff to eliminate the three unfunded pavement rehabilitation projects from the draft Fiscal Year 2014-15 capital improvement program/budget.

Mayor Pro Tem Conners asked why residents have to come to City Hall to purchase non-emergency medical vouchers.

City Manager Macon stated that there is currently no way to accept payment for vouchers over the telephone.

Mayor Pro Tem Conners asked if there are any statistics on how many discrete users are in the taxi voucher program and if there is a way to know the distance of trips for residents who use general travel vouchers.

City Manager Macon stated that general travel vouchers can be used in any assortment of trips. He noted that the number of residents enrolled in the program is available, but there are currently no statistics on the number of active users.

Councilmember Hatch asked what the City is doing to work with Age Well Senior Services.

City Manager Macon stated that there is potential for the City to partner with other agencies that provide transportation services. He noted that potential partnerships would be explored in the coming months.

Moved by Councilmember Hatch, seconded by Councilmember Ring, and carried unanimously to:

A. Direct staff to include funding to support the taxi voucher program with no increases in costs per trip in the draft Fiscal year 2014-15 budget.

AND

B. Direct staff to include funding to explore partnerships and program modifications to focus on the areas of greatest need for the taxi voucher program in the draft Fiscal Year 2014-15 budget.

Councilmember Hatch suggested allocating the \$150,000 for competitive community Grants without any specification to beneficiary or use of the money in the draft Fiscal Year 2014-15 budget.

Mayor Pro Tem Conners stated that the City Council would be making a policy statement

if it specially allocates \$75,000 to Age Well Senior Services.

Councilmember Dvorak stated that the City Council should re-evaluate the amount that is given to Age Well Senior Services since it has not changed in the last twelve years.

Councilmember Hatch reiterated Councilmember Dvorak's thoughts.

Councilmember Dvorak noted that it may be more beneficial to give larger amounts to organizations that benefit the residents in Laguna Woods.

City Manager Macon stated that this item will be agendaized for discussion in the future.

Moved by Councilmember Hatch, seconded by Councilmember Dvorak, and carried unanimously to allocate \$150,000 for competitive community services grants without any specification to beneficiary or use of the money in the draft Fiscal Year 2014-15 budget.

Mayor Pro Tem Conners asked if the City coordinates shredding events with other agencies.

City Manager Macon stated that the City does not and noted that the shredding events have been very popular in the community.

Councilmember Hatch asked about the benefits of the in-home bulky item pick-up events.

City Manager Macon stated that in-home bulky item pick-ups benefit residents who are physically unable to carry large items out of their house.

Councilmember Hatch asked if there has been survey of how satisfied residents are with the in-home bulky item pick up events.

Assistant City Manager stated there has not, but noted that over 200 residents usually sign up when an event is offered.

City Manager Macon stated that a satisfaction survey could be sent out in the future for in-home bulky item pick up events.

Mayor Pro Tem Conners stated that the fact that over 200 residents sign up for the event shows how satisfied the residents are with the program.

Mayor Hack expressed his support for the proposed recycling events.

Moved by Mayor Pro Tem Conners, seconded by Councilmember Dvorak, and carried unanimously to direct staff to include funding for three recycling events, quarterly shredding events, and two in-home bulky item pick-up events in the draft Fiscal Year 2014-15 budget.

Mayor Pro Tem Conners asked if there is potential for grant money to cover some of the

cost for updating the General Plan.

City Manager Macon stated that part of the Safety Element update was funded by a grant. He noted that it might be possible to receive additional grant funding in the future.

Moved by Mayor Pro Tem Conners, seconded by Councilmember Dvorak, and carried unanimously to direct staff to include funding for a comprehensive update of the General Plan Conservation Element and general plan resident and business survey in the draft Fiscal Year 2014-15 budget.

Mayor Hack stated that the City should work with Laguna Woods Village when dealing with the Solid Waste Franchise Request for Proposal (RFP).

Mayor Pro Tem Conners expressed her support for releasing a solid waste franchise RFP.

Councilmember Dvorak asked if the City would discuss the solid waste franchise RFP with the mutuals in Laguna Woods Village.

City Manager Macon responded affirmatively.

Moved by Councilmember Dvorak, seconded by Councilmember Ring, and carried unanimously to direct staff to include funding for a competitive process to select a solid waste franchisee(s) to provide services beginning on July 28, 2015 in the draft Fiscal Year 2014-15 budget.

Moved by Councilmember Hatch, seconded by Councilmember Dvorak, and carried unanimously to take no action on the Santa Maria Avenue roadway design.

Mayor Pro Tem Conners left the meeting at 4:17 p.m.

Mayor Hack expressed his support for coverage under a single National Pollutant Discharge Elimination System (NPDES) permit.

Councilmember Hatch asked if the Local Agency Formation Commission (LAFCO) would be involved in the process.

Mayor Hack stated they are not.

Mayor Pro Tem Conners re-entered the meeting at 4:20 p.m.

Councilmember Hatch asked what the odds are that the City will be able to obtain coverage.

City Manager Macon stated that obtaining single coverage seems likely.

Mayor Pro Tem Conners stated that single coverage under either board would be more beneficial than where the City is now.

Councilmember Hatch asked if there has been any precedent were this issue has surfaced.

City Manager Macon stated that in previous years, the cities of Menifee, Wildomar, and Murrieta successfully obtained coverage under one board.

Moved by Mayor Hack, seconded by Councilmember Dvorak, and carried unanimously to direct staff to include funding to pursue obtaining coverage under a single NPDES permit in the draft Fiscal Year 2014-15 budget.

Moved by Mayor Pro Tem Conners, seconded by Councilmember Dvorak, and carried unanimously to direct staff to include funding for a central services cost allocation study in the draft Fiscal Year 2014-15 budget.

Mayor Hack asked if the bulk of City transactions are for small amounts.

City Manager Macon answered affirmatively.

Mayor Hack asked about the potential liability when checks bounce.

City Attorney Cosgrove stated that he is unsure. He noted that the City would have its normal resources under general law relating to bounced checks.

Councilmember Dvorak asked why the City would absorb merchant services transaction fees instead of charging the customers.

City Attorney Cosgrove discussed the value in establishing a history of costs related to merchant services transactions prior to charging customers.

Councilmember Dvorak asked if absorbing the transaction fees would be temporary.

City Attorney Cosgrove responded affirmatively.

Mayor Pro Tem Conners reiterated Councilmember Dvorak's thoughts.

Councilmember Hatch asked if there are any risks in using debit cards or credit cards.

City Manager Macon noted that risks do exist.

Mayor Hack stated that he would not object to a temporary use of credit cards. He noted that the City should be looking into potential liability issues involved with accepting credit cards as payment.

Mayor Pro Tem Conners stated that a number of people who attended the contractors and business roundtables expressed frustration over the fact that the City does not accept credit cards.

Moved by Councilmember Dvorak, seconded by Mayor Pro Tem Conners, and voted 4-0 with Mayor Hack abstaining due to not knowing the limitations of liability, to direct staff to include \$5,000 to support a three month pilot program of accepting credit cards and debit cards for select transactions in the draft Fiscal Year 2014-15 budget.

V. PUBLIC COMMENTS – None

VI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Hack discussed presentations that were given at the previous Southern California Water Committee quarterly meeting.

VII. ADJOURNMENT

The meeting was adjourned at 4:44 p.m. The next adjourned regular meeting will be at 2:00 p.m. on Wednesday, May 28, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

MARC DONOHUE, Deputy City Clerk

Adopted: May 28, 2014

BERT HACK, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
May 14, 2014
10:30 A.M.**

I. CALL TO ORDER

Mayor Hack called the Special Meeting of the City Council of the City of Laguna Woods to order at 10:30 a.m.

II. FLAG SALUTE

Mayor Pro Tem Conners led the flag salute.

III. ROLL CALL

COUNCILMEMBERS: PRESENT: Dvorak, Hatch, Ring, Conners, Hack
 ABSENT: None

STAFF PRESENT: City Manager Macon; City Attorney Cosgrove; Deputy City Clerk Donohue

Mayor Pro Tem Conners requested to move public comment to the first item on the agenda. There were no objections.

V. PUBLIC COMMENT – None**IV. CLOSED SESSION**

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

The City Council reconvened in open session at 11:47 a.m. City Attorney Cosgrove advised that there was no reportable action under Government Code Section 54957.1.

VI. ADJOURNMENT

The meeting was adjourned at 11:47 a.m. to an adjourned regular meeting at 2:00 p.m. on May 28, 2014 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

MARC DONOHUE, Deputy City Clerk

Adopted: May 28, 2014

BERT HACK, Mayor

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6.2
WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(NO REPORT)

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6.3
TREASURER'S REPORTS

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City of Laguna Woods
Monthly Treasurer's Report
April 30, 2014

CASH ON HAND1. Investments/General Fund

Local Agency Investment Fund	\$	7,423,531
Subtotal	\$	7,423,531

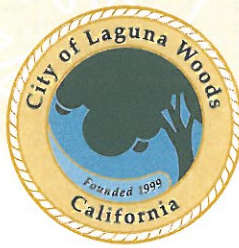
2. Investments/Transportation Fund

Local Agency Investment Fund	\$	357,771
Subtotal	\$	357,771

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

Petty Cash Funds	\$	839
Analyzed Checking Account	\$	625,920
Subtotal	\$	626,759
TOTAL	\$	8,408,061

Note: LAIF reports interest earnings quarterly.



CITY of LAGUNA WOODS

Bert Hack
Mayor

April 30, 2014

Cynthia Conners
Mayor Pro Tem

TO: Honorable Mayor and Councilmembers

Lynne C. Dvorak
Councilmember

FROM: Ernestine Jones, Finance Manager

Noel Hatch
Councilmember

SUBJECT: Quarterly Treasurer's Report: 3rd Quarter,
FY 2013/2014 (January 1 – March 31, 2014)

Bob Ring
Councilmember

Christopher Macon
City Manager

Attached is the 3rd Quarter, FY 2013/2014 Treasurer's Report for the period January 1 – March 31, 2014. The information provided includes a:

- ◆ Report showing quarter-ended Cash on Hand in the City's interest-bearing Local Agency Investment Fund (LAIF) account and in the City checking account and petty cash funds;
- ◆ Copy of the latest LAIF Remittance Advice showing quarter-ended principal balance and interest earned.

As City Treasurer, I certify that:

- ◆ All investment actions executed since the last report have been made in full compliance with the City of Laguna Woods Investment Policy; and
- ◆ The City of Laguna Woods will meet all expenditure obligations that might reasonably be anticipated for the next six months.

Ernestine Jones
Finance Manager & City Treasurer

City of Laguna Woods
Quarterly Treasurer's Report
January 1 - March 31, 2014

CASH ON HAND1. Investments/General Fund

Local Agency Investment Fund	\$	7,423,546
Subtotal	\$	7,423,546

2. Investments/Transportation Fund

Local Agency Investment Fund	\$	357,756
Subtotal	\$	357,756

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

Petty Cash Funds	\$	875
Analyzed Checking Account	\$	1,099,191
Subtotal	\$	1,100,066

TOTAL	\$	8,881,368
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Note: LAIF reports interest earnings quarterly.



JOHN CHIANG

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	LAGUNA WOODS
Account Number	98-30-413

As of 04/15/2014, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2014.

Earnings Ratio		.00000631639966506
Interest Rate		0.23%
Dollar Day Total	\$	724,283,530.50
Quarter End Principal Balance	\$	7,776,727.40
Quarterly Interest Earned	\$	4,574.86

6.4
WARRANT REGISTER

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CITY OF LAGUNA WOODS
 WARRANT REGISTER
 May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
PREPAID WARRANTS:				
<i>Automatic Bank Debits</i>				
Debit	04/17/2014	TAKECARE/WAGE WORKS	Flexible Spending Account (FSA 125) Reimbursements	1,140.04
Debit	04/10/2014	ADP PAYROLL SERVICES	Pay Period Ended 04/04/2014	31,195.73
Debit	04/10/2014	ADP PAYROLL SERVICES	Processing Charges/Payroll 04/04/2014	121.68
Debit	04/24/2014	ADP PAYROLL SERVICES	Pay Period Ended 04/18/2014	50,116.85
Debit	04/24/2014	ADP PAYROLL SERVICES	Processing Charges/Payroll 04/18/2014	123.16
Other				
114864	04/14/2014	AT&T	White Pages/April 2014	4.31
114865	04/14/2014	BALLIET, MICHAEL	Waste & Recycling Consulting/February-March 2014	3,761.25
114866	04/14/2014	CALIFORNIA YELLOW CAB	Taxi Voucher Services/March 2014	15,049.00
114867	04/14/2014	CIVIL SOURCE	Engineering Services/February 2014	46,458.25
114868	04/14/2014	COPYFORCE	Printing Service/Building Permits/Inspection Job Cards	1,173.96
114869	04/14/2014	EL TORO WATER DISTRICT	City Irrigation/March 2014	3,745.19
114870	04/14/2014	GARY GATES	Employee Benefit Program/March 2014	488.52
114871	04/14/2014	GREAT CLEANING SERVICE	City Hall Window Cleaning	445.00
114872	04/14/2014	JLS PROFESSIONAL SERVICES	Waste Diversion Deposit Refund/BP-36305C	900.00
114873	04/14/2014	KONE INC.	Elevator Maintenance/April 2014	234.19
114874	04/14/2014	KONICA MINOLTA BUSINESS	Copier Charges/January-March 2014	508.04
114875	04/14/2014	PHYLLIS KRAMER	Taxi Voucher Refund	28.00
114876	04/14/2014	LOS ANGELES TIMES	Newspaper Delivery/February-June 2014	64.00
114877	04/14/2014	MAW'N PAW KETTLECORN	Movie Matinee/Refreshments	60.00
114878	04/14/2014	MUNICIPAL WATER DISTRICT OF OC	OC Water Summit/Hack	120.00
114879	04/14/2014	NUVIS	Landscape Architectural Services/March 2014	4,863.05

CITY OF LAGUNA WOODS
WARRANT REGISTER
May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
114880	04/14/2014	OBR ARCHITECTURE, INC.	City Hall LID Retrofit Proj & Improvements/March 2014	2,107.17
114881	04/14/2014	ORANGE COUNTY REGISTER-NOTICES	Public Notices/March 2014	222.75
114882	04/14/2014	PMC	Planning Services/March 2014	5,221.25
114883	04/14/2014	REILLY, DOUGLAS C.	Employee Benefit Program & Mileage Reimbursement	337.97
114884	04/14/2014	ROXANNA TODD HODGES FOUNDATION	Community Services Grant/2nd Quarter 2014	1,750.00
114885	04/14/2014	SOUTHERN CA EDISON COMPANY	Streetlight Relocation/EI Toro Road	9,495.24
114886	04/14/2014	SOUTHERN CALIFORNIA EDISON	Right of Way Streetlights/March 2014	2,259.59
114887	04/14/2014	SOUTHERN CALIFORNIA EDISON	Safety Lights over Traffic Signals/March 2014	327.53
114888	04/14/2014	THE GAS COMPANY	City Hall Utilities/March 2014	56.35
114889	04/14/2014	WARE DISPOSAL	HHW Sharps Containers/March 2014	680.68
114890	04/23/2014	AFLAC	Employee Benefit Program/May 2014	172.44
114891	04/23/2014	AT&T	Telephone/581-3974/March 2014	79.72
114892	04/23/2014	AT&T	Telephone/583-1105/March 2014	16.61
114893	04/23/2014	IRWIN B BORNSTEIN, CPA	Financial Services/March 2014	1,976.25
114894	04/23/2014	CAA	Code Enforcement/Water Quality/March 2014	4,709.00
114895	04/23/2014	CALIFORNIA YELLOW CAB	Non-Emergency Medical Transport/March 2014	5,514.00
114896	04/23/2014	CALPERS - HEALTH	Employee Benefit Program/May 2014	4,180.29
114897	04/23/2014	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 4/4/14	5,426.53
114898	04/23/2014	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 4/18/14	5,426.53
114899	04/23/2014	CIVIL SOURCE	Plan Check Services/March 2014	735.00
114900	04/23/2014	COMMPRO	Website Hosting/March-April 2014	590.00
114901	04/23/2014	DAVID EVANS & ASSOCIATES INC.	Moulton Parkway Landscape/March 2014	8,853.85
114902	04/23/2014	EL TORO WATER DISTRICT	Ridge Route Linear Park/April 2014	255.40
114903	04/23/2014	EL TORO WATER DISTRICT	Ridge Route Dog Park/April 2014	21.92
114904	04/23/2014	EL TORO WATER DISTRICT	City Hall Utilities/April 2014	28.00

CITY OF LAGUNA WOODS
WARRANT REGISTER
May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
114905	04/23/2014	EL TORO WATER DISTRICT	City Hall Utilities/Apil 2014	110.61
114906	04/23/2014	ICMA RETIREMENT CORPORATION	Plan Administration/April-June 2014	125.00
114907	04/23/2014	MUNICIPAL CODE CORP	Annual Municode Internet Fee	500.00
114908	04/23/2014	O. C. TREASURER-SHERIFF	Sheriff Services/Communication Charges	116,748.78
114909	04/23/2014	PRINCIPAL FINANCIAL GROUP	Long-Term Disability/May 2014	324.48
114910	04/23/2014	PV MAINTENANCE INC	Street Maintenance/March 2014	11,452.17
114911	04/23/2014	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Program	11,215.00
114912	04/23/2014	SCHAEF AIR	CDBG Energy Efficiency Program	3,950.00
114913	04/23/2014	SCOTT FAZEKAS & ASSOCIATES	Plan Check Services/March 2014	1,700.00
114914	04/23/2014	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance/February 2014	2,058.10
114915	04/23/2014	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers/April 2014	103.93
114916	04/23/2014	SOUTHERN CALIFORNIA WATER COM	Quarterly Meeting/Hack/April 2014	70.00
114917	04/23/2014	STANTEC CONSULTING SVCS, INC.	Moulton Parkway/Phase 2 Consulting	167.00
114918	04/23/2014	TRAUMA INTERVENTION PROGRAM	Community Services Grant/2nd Quarter 2014	1,250.00
114919	04/23/2014	VANTAGEPOINT TRANSFER AGT-457	457 Plan Contribution/April 2014	1,600.00
114920	04/23/2014	VANTAGEPOINT TRANSFER AGT-457	457 Plan Contribution/Period Ending 4/4/14	250.00
114921	04/23/2014	VANTAGEPOINT TRANSFER AGT-457	457 Plan Contribution/Period Ending 4/18/14	250.00
114922	04/23/2014	WAGE WORKS	Plan Administration/April 2014	50.00
114923	04/30/2014	ABC AMERICAN BUILDING	Waste Diversion Deposit Refund/BP-38399C	250.00
114924	04/30/2014	AGE WELL SENIOR SERVICES	Community Services Grant/2nd Quarter 2014	18,750.00
114925	04/30/2014	AT&T	Telephone/458-3487/April 2014	33.35
114926	04/30/2014	CAPTIONING UNLIMITED	Closed Captioning/Council Meeting/April 16, 2014	200.00
114927	04/30/2014	CITY OF LAGUNA BEACH	Animal Control & Shelter Services/April 2014	7,513.00
114928	04/30/2014	CYNTHIA CONNERS	Voided Check Replacement/Jan 2010 Auto Allowance	300.00
114929	04/30/2014	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program/May 2014	591.77

CITY OF LAGUNA WOODS
WARRANT REGISTER
May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
114930	04/30/2014	JONES, ERNESTINE	Employee Benefit Program/April 2014	791.35
114931	04/30/2014	ANNE LEBRECHT	Taxi Voucher Refund	25.00
114932	04/30/2014	MANAGED HEALTH NETWORK	Employee Benefit Program/May 2014	22.23
114933	04/30/2014	NIEVES LANDSCAPE, INC.	Landscape Maintenance	1,895.00
114934	04/30/2014	PMC	Climate Adaptation Plan/March 2014	13,896.00
114935	04/30/2014	SOUTHERN CALIFORNIA EDISON	City Hall Utilities/April 2014	1,180.40
114936	04/30/2014	SOUTHERN CALIFORNIA EDISON	City Centre Park/April 2014	26.31
114937	04/30/2014	THE FOUNDATION OF LAGUNA WOODS	Community Services Grant/2nd Quarter 2014	3,750.00
114938	04/30/2014	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program/May 2014	126.63
114939	04/30/2014	IRWIN B BORNSTEIN, CPA	Financial Services/Fiscal Year 2013-14	488.75
114940	05/01/2014	CIVIL SOURCE	Engineering Services/March 2014	39,767.50
114941	05/07/2014	AT&T	Telephone/452-0600/April 2014	23.64
114942	05/07/2014	AT&T	Telephone/770-9359/April 2014	16.87
114943	05/07/2014	BRAILLE INSTITUTE	Community Services Grant/2nd Quarter 2014	5,000.00
114944	05/07/2014	CAPTIONING UNLIMITED	Closed Captioning/Council Meeting/April 30, 2014	300.00
114945	05/07/2014	CIVIL SOURCE	Building Inspection/March 2014	11,800.00
114946	05/07/2014	COUNTY OF ORANGE - WATER QUAL	NPDES Cost-Share/Fiscal Year 2013-14	19,561.20
114947	05/07/2014	EL TORO WATER DISTRICT	City Irrigation/April 2014	4,580.51
114948	05/07/2014	EMPIRE PIPE CLEANING & EQUIPMENT	Storm Drain Cleaning	6,400.00
114949	05/07/2014	MARIANNE FEDER	Taxi Voucher Refund	50.00
114950	05/07/2014	GARY GATES	Employee Benefit Program	303.92
114951	05/07/2014	JAMES HASTON	Employee Benefit Program	4,380.00
114952	05/07/2014	KONICA MINOLTA	Copier Lease/May 2014	483.84
114953	05/07/2014	LANGDON DEVELOPMENT, INC.	Waste Diversion Deposit Refund/BP-37082C	250.00
114954	05/07/2014	NIEVES LANDSCAPE, INC.	Landscape Maintenance	60.00

CITY OF LAGUNA WOODS
WARRANT REGISTER
May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
114955	05/07/2014	ONE WAY CONSTRUCTION	Waste Diversion Deposit Refund/BP-38940C	250.00
114956	05/07/2014	PEAK LIGHTING & ELECTRIC, INC	Streetlight Maintenance/April 2014	704.52
114957	05/07/2014	SBLI OF MASSACHUSETTS	Employee Benefit Program/April-June 2014	203.06
114958	05/07/2014	SONITROL	Alarm Monitoring/May 2014	60.68
114959	05/07/2014	SOUTH COUNTY OUTREACH	Community Services Grant/2nd Quarter 2014	5,000.00
114960	05/07/2014	SOUTHERN CALIFORNIA EDISON	Residential Streetlights/United/April 2014	1,761.59
114961	05/07/2014	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers/March-April 2014	1,859.12
114962	05/07/2014	SOUTHERN CALIFORNIA EDISON	Ridge Route Linear Park/April 2014	50.58
114963	05/07/2014	WEST COAST REMODEL	Waste Diversion Deposit Refund/BP-38804C	250.00
114964	05/12/2014	AT&T	White Pages/May 2014	4.31
114965	05/12/2014	BANK OF AMERICA - CC	Credit Card Charges/April 2014/See Below	86.28
114966	05/12/2014	CALIFORNIA YELLOW CAB	Taxi Voucher Services/Apr 2014	15,470.00
114967	05/12/2014	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 5/2/14	5,426.53
114968	05/12/2014	COMMPRO	Website Hosting/May 2014	295.00
114969	05/12/2014	BELLE GLASSER	Taxi Voucher Refund	22.50
114970	05/12/2014	GREAT CLEANING SERVICE	Janitorial Service/April 2014	1,092.64
114971	05/12/2014	JONES, ERNESTINE	Final Paycheck/Accrued Leave Compensation	4,976.42
114972	05/12/2014	KONE INC.	Elevator Maintenance/May 2014	240.04
114973	05/12/2014	LANGDON DEVELOPMENT, INC.	Waste Diversion Deposit Refund/BP-37451D	900.00
114974	05/12/2014	ROBERT L LEVY	Waste Diversion Deposit Refund/BP-39612B	250.00
114975	05/12/2014	NIEVES LANDSCAPE, INC.	Landscape Maintenance	920.00
114976	05/12/2014	RICK HAMM CONSTRUCTION, INC.	Waste Diversion Deposit Refund/BP-31154F	900.00
114977	05/12/2014	SOUTHERN CALIFORNIA EDISON	Right of Way/April 2014	2,278.20
114978	05/12/2014	SYNOPTEK	IT Services/May 2014	1,215.00
114979	05/12/2014	THE GAS COMPANY	City Hall Utilities/April 2014	49.93

CITY OF LAGUNA WOODS
WARRANT REGISTER
May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
114980	05/12/2014	TONY'S LOCKSMITH & SAFE SERV.	City Hall Door Repair	95.00
114981	05/12/2014	VANTAGEPOINT TRANSFER AGT-457	Retirement Contributions/Period Ending 5/2/14	250.00
114982	05/14/2014	ACCOUNTEMPS	Accounting Services/Week Ending 5/2/14	221.00
114983	05/14/2014	CALIFORNIA YELLOW CAB	Non-Emergency Medical Transportation/April 2014	5,834.00
114984	05/14/2014	DAVID EVANS & ASSOCIATES INC.	Moulton Smart Street/Phase 2 Consulting	13,393.71
114985	05/14/2014	DEPT OF INDUSTRIAL RELATIONS	EI Toro Rd Reconstruction Project/Wage Compliance	637.54
114986	05/14/2014	BRIAN KURNOW	Mileage Reimbursement	18.06
114987	05/14/2014	TERESE S OLIVER	Attorney/Red Light Camera/April 2014	3,172.50
114988	05/14/2014	PV MAINTENANCE INC	Street Maintenance/April 2014	8,760.40
114989	05/14/2014	RBF CONSULTING	Planning Services	2,528.06
114990	05/14/2014	REILLY, DOUGLAS C.	Employee Benefit Program/May 2014	109.49
114991	05/14/2014	SOUTHERN CALIFORNIA EDISON	Safety Lights over Traffic Signals/April 2014	345.40
114992	05/14/2014	WAGE WORKS	Plan Administration/May 2014	50.00
114993	05/19/2014	MAUREEN KANE & ASSOC	Employee Benefit Program/Clerk Training/Donohue	1,500.00
114994	05/19/2014	OC LOCAL HONEY	Beekeeping Services/March-April 2014	200.00
114995	05/19/2014	WARE DISPOSAL	HHW Sharps Containers/April 2014	1,299.48
Total Prepaid Warrants				598,467.67

REGULAR WARRANTS:

114996	05/21/2014	AAA AWARDS & MONOGRAMMING	Plaque Engraving	32.40
114997	05/21/2014	ABC AMERICAN BUILDING	Waste Diversion Deposit Refund/BP-38880C	250.00
114998	05/21/2014	ACCOUNTEMPS	Accounting Services/Week Ending 5/9/14	1,224.00
114999	05/21/2014	AFLAC	Employee Benefit Program/June 2014	172.44
115000	05/21/2014	AT&T	Telephone/581-3974/April 2014	81.79

CITY OF LAGUNA WOODS
WARRANT REGISTER
May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
115001	05/21/2014	AT&T	Telephone/583-1105/April 2014	16.67
115002	05/21/2014	ATLAS HOME DESIGN	Waste Diversion Deposit Refund/BP-39072B	250.00
115003	05/21/2014	HAZEL BEILBY	Taxi Voucher Refund	45.00
115004	05/21/2014	CLIFFORD BIANCHINE	Waste Diversion Deposit Refund/BP-39497C	250.00
115005	05/21/2014	CAA	Code Enforcement/April 2014	5,556.00
115006	05/21/2014	CALPERS - HEALTH	Employee Benefit Program/June 2014	3,636.71
115007	05/21/2014	CITY OF LAGUNA BEACH	Animal Control/May 2014	7,513.00
115008	05/21/2014	CYNTHIA CONNERS	May 2014 Auto Allowance	300.00
115009	05/21/2014	CREST CONSTRUCTION AND	Building Permit Refund/BP-37184A	41.92
115010	05/21/2014	DAYLE MCINTOSH CENTER	Community Service Grants/2nd Quarter 2014	2,000.00
115011	05/21/2014	LYNNE C DVORAK	May 2014 Auto Allowance	300.00
115012	05/21/2014	EL TORO WATER DISTRICT	Ridge Route Park/May 2014	265.08
115013	05/21/2014	EL TORO WATER DISTRICT	Dog Park/May 2014	19.50
115014	05/21/2014	EL TORO WATER DISTRICT	City Hall Utilities/May 2014	28.00
115015	05/21/2014	EL TORO WATER DISTRICT	City Hall Utilities/May 2014	108.19
115016	05/21/2014	WILLIAM GRIFFIN	Public Safety Consulting/March-April 2014	1,430.00
115017	05/21/2014	HACK, BERT	May 2014 Auto Allowance	300.00
115018	05/21/2014	JAMES HASTON	Mileage Reimbursement/April 2014	44.41
115019	05/21/2014	ROBERT NOEL HATCH	May 2014 Auto Allowance	300.00
115020	05/21/2014	CHRISTOPHER MACON	Technology Allowance/April 2014	150.00
115021	05/21/2014	NIEVES LANDSCAPE, INC.	Landscape Maintenance/May 2014	11,050.41
115022	05/21/2014	OBR ARCHITECTURE, INC.	City Hall LID Retrofit Proj & Improvements/April 2014	742.49
115023	05/21/2014	ORANGE COUNTY REGISTER-NOTICES	Public Notices/April 2014	118.80
115024	05/21/2014	ORANGE COUNTY TREASURER-SHERIF	Sheriff Services/May 2014	115,749.25
115025	05/21/2014	ORKIN	Pest Control/May 2014	92.93

CITY OF LAGUNA WOODS
 WARRANT REGISTER
 May 28, 2014

Check Number	Check Date	Vendor Name	Description	Amount
115026	05/21/2014	PEAK LIGHTING & ELECTRIC, INC	Streetlight Maintenance/May 2014	704.52
115027	05/21/2014	PMC	Safety Element Update/April 2014	2,075.00
115028	05/21/2014	REDFLEX TRAFFIC SYSTEMS	Redlight Camera/April 2014	8,750.00
115029	05/21/2014	RING, ROBERT	May 2014 Auto Allowance	300.00
115030	05/21/2014	JOHN STUDEVANT, INC	Waste Diversion Deposit Refund/BP-39283C	250.00
Total Regular Warrants				164,148.51
Total Register				762,616.18

April Credit Card Statement Detail				
Debit		GOLDEN RAIN FOUNDATION	Room Rental/South County City Engineer's Luncheon	5.00
Debit		ORANGE COUNTY REGISTER	Newspaper Delivery	81.28

6.5

**FISCAL YEAR 2013-14 GENERAL FUND
BUDGET APPROPRIATIONS**

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RESOLUTION NO. 14-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED GENERAL FUND APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

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

SECTION 1. Resolution No. 13-09 is hereby amended to increase the budget appropriation for the General Fund for Fiscal Year 2013-14 to \$4,501,412. The increased amount of \$30,000 – in addition to the increase previously approved as part of Resolution No. 13-25 – shall be allocated by the City Manager to any line item(s) within the General Fund budget for purposes associated with the purchase of computers.

SECTION 2. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED ON this XX day of May 2014.

BERT HACK, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 14-XX** was duly adopted

by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of May 2014, by the following vote:

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

MARC DONOHUE, Deputy City Clerk

6.6
AGREEMENT FOR LOCAL LAW
ENFORCEMENT SERVICES

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**AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 2014, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2014 and terminate June
3 30, 2015.

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

5 1. COUNTY or CITY may terminate this Agreement, without cause, upon one
6 hundred and eighty (180) days written notice to the other party.

7 2. If COUNTY and CITY have not entered into a written agreement by June 30,
8 2015 for COUNTY to provide to CITY, during all or part of the period
9 between July 1, 2015 and June 30, 2016, law enforcement services similar
10 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's
11 Manager, on behalf of CITY, are authorized to execute a written amendment
12 to this Agreement that provides as follows and does not materially alter other
13 terms of the Agreement: SHERIFF shall continue to provide to CITY all or a
14 designated part of the law enforcement services specified herein, for a
15 specified time period between July 1, 2015 and August 31, 2015 and CITY
16 shall pay COUNTY the full costs of providing such services. Such full costs
17 may be greater than those listed herein for the period July 1, 2014 through
18 June 30, 2015. SHERIFF and CITY Manager shall file copies of any such
19 amendments to this Agreement with the Clerk of COUNTY's Board of
20 Supervisors and CITY's Clerk.

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

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

27 2. The night, day and evening patrol and supervisory shifts will be established
28 by SHERIFF. Personnel of each shift may work varying and different times

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

2 and may be deployed to other shifts when, in the opinion of SHERIFF and
3 CITY Manager, the need arises. Any long-term shift deployment change will
4 be reported to CITY's Council.

- 5 3. The level of service, other than for licensing, to be provided by COUNTY for
6 the period July 1, 2014 through June 30, 2015, shall be as follows:

7 **Patrol / Traffic Services:**

- 8 • Four (4) Deputy Sheriff IIs
9 (each 80 hours per two week pay period)
10 • Six hundredths of one (0.06) Sergeant
11 (4.8 hours per two-week pay period)
12 • Thirty-six hundredths (0.36) of one Deputy Sheriff II
13 (28.8 hours per two-week pay period)

14 Deployment to be determined by SHERIFF in cooperation with CITY
15 Manager.

16 **Investigation Services:**

- 17 • One (1) Investigator
18 (80 hours per two-week pay period)

19 **Regional Support Services:**

- 20 • 2.01 percent of fifty-five one hundredths of one (0.55) Sergeant – Traffic
21 • 2.01 percent of four (4) Deputy Sheriff IIs – Traffic
22 • 2.01 percent of two (2) Investigative Assistants – Traffic
23 • 2.01 percent of one (1) Office Specialist – Traffic
24 • 1.62 percent of thirty one hundredths of one (0.30) Sergeant – Auto Theft
25 • 1.62 percent of two (2) Investigators – Auto Theft
26 • 1.62 percent of one (1) Investigative Assistant – Auto Theft
27 • 1.62 percent of one (1) Office Specialist – Auto Theft
28 • 0.88 percent of three (3) Investigative Assistants – Court

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

- 2 4. For any service listed in Subsection C-3 in this Agreement that is provided to
3 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
4 the option to terminate such service in the event the other city or cities that
5 contract(s) for the balance of the time of the employee providing the service
6 no longer pay(s) for such service and CITY does not request the Agreement
7 be amended to provide for payment of 100% of the cost of the employee
8 providing such service. The Maximum Obligation of CITY set forth in
9 Subsection G-3 will be adjusted accordingly.
- 10 5. All services contracted for in this Agreement may not be operational on the
11 precise date specified in this Agreement. In those instances, SHERIFF shall
12 notify CITY Manager of the date or dates such service or services are to be
13 implemented. COUNTY shall reduce the monthly charges to CITY, based
14 on the actual date of implementation of the service or services. Charges
15 shall be reduced on the next monthly billing tendered in accordance with
16 Subsection G-4 of this Agreement.
- 17 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
18 staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or
19 Sergeant to assist the CITY with the operations of the EOC. Such services
20 may be considered supplemental to the contract and chargeable to the CITY
21 on a time and material basis to the extent the services provided are at a
22 level greater than that specified in Subsection C-3 of this Agreement.
- 23 7. With respect to the licensing ordinances of CITY listed in Attachment A
24 hereto, which is incorporated herein by this reference, SHERIFF shall
25 receive applications for CITY licenses pursuant to said ordinances and
26 complete investigations relating to such applications. Such investigations
27 shall be forwarded to CITY Manager. COUNTY shall not provide any
28 advisory, administrative, hearing or litigation attorney support or services

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

2 related to licensing. COUNTY shall not provide any administrative or
3 investigatory services related to the licensing ordinances listed in Attachment
4 A hereto, except the investigations relating to initial applications for which
5 this subsection provides.

6 In the event, CITY amends Attachment A, CITY's Manager, on behalf of
7 CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an
8 amendment of this Agreement to substitute CITY's amended Attachment A
9 hereto, as long as said Amendment to this Agreement does not materially
10 change any other provision of this Agreement.

11 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
12 CITY Manager, on behalf of CITY, are authorized to execute written
13 amendments to this Agreement to increase or decrease the level of service
14 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually
15 agree that such increase or decrease in the level of service is appropriate.
16 Any such amendment to the Agreement shall concomitantly increase or
17 decrease the cost of services payable by CITY set forth in Subsection G-2
18 and the Maximum Obligation of CITY set forth in Subsection G-3, in
19 accordance with the current year's COUNTY law enforcement cost study.
20 SHERIFF and CITY Manager shall file copies of any such amendments to
21 this Agreement with the Clerk of COUNTY's Board of Supervisors and
22 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
23 CITY Manager may not, in the aggregate, increase or decrease the cost of
24 services payable by CITY by more than one percent (1%) of the total cost
25 originally set forth in Subsection G-2 and the Maximum Obligation originally
26 set forth in Subsection G-3.

27 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
28 required before execution of any amendment that brings the aggregate total

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

2 of changes in costs payable by CITY to more than one percent (1%) of the
3 total cost originally set forth in Subsection G-2 and the Maximum Obligation
4 originally set forth in Subsection G-3 of this Agreement.

- 5 9. SHERIFF shall consider input from the CITY Manager regarding the
6 selection and assignment of a Lieutenant to provide services to CITY.

7 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 8 1. Enhanced services for events on CITY property. At the request of CITY,
9 through its City Manager, SHERIFF may provide enhanced law enforcement
10 services for functions, such as community events, conducted on property
11 that is owned, leased or operated by CITY. SHERIFF shall determine
12 personnel and equipment needed for such enhanced services. To the
13 extent the services provided at such events are at a level greater than that
14 specified in Subsection C-3 of this Agreement, CITY shall reimburse
15 COUNTY for such additional services, at an amount computed by SHERIFF,
16 based on the current year's COUNTY law enforcement cost study. The cost
17 of these enhanced services shall be in addition to the Maximum Obligation
18 of CITY set forth in Subsection G-3 of this Agreement. SHERIFF shall bill
19 CITY immediately after each such event.

- 20 2. Supplemental services for occasional events operated by private individuals
21 and entities on non-CITY property. At the request of CITY, through its City
22 Manager, and within the limitations set forth in this subsection D-2, SHERIFF
23 may provide supplemental law enforcement services to preserve the peace
24 at special events or occurrences that occur on an occasional basis and are
25 operated by private individuals or private entities on non-CITY property.
26 SHERIFF shall determine personnel and equipment needed for such
27 supplemental services, and will provide such supplemental services only if
28 SHERIFF is able to do so without reducing the normal and regular ongoing

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

2 services that SHERIFF otherwise would provide to CITY pursuant to this
3 Agreement. Such supplemental services shall be provided only by regularly
4 appointed full-time peace officers, at rates of pay governed by a
5 Memorandum of Understanding between COUNTY and the bargaining
6 unit(s) representing the peace officers providing the services. Such
7 supplemental services shall include only law enforcement duties and shall
8 not include services authorized to be provided by a private patrol operator,
9 as defined in Section 7582.1 of the Business and Professions Code. Law
10 enforcement support functions, including, but not limited to, clerical functions
11 and forensic science services, may be performed by non-peace officer
12 personnel if the services do not involve patrol or keeping the peace and are
13 incidental to the provision of law enforcement services. CITY shall reimburse
14 COUNTY its full, actual costs of providing such supplemental services at an
15 amount computed by SHERIFF, based on the current year's COUNTY law
16 enforcement cost study. The cost of these supplemental services shall be in
17 addition to the Maximum Obligation of CITY set forth in Subsection G-3 of
18 this Agreement. SHERIFF shall bill CITY immediately after each such event.

19 3. Supplemental services for events operated by public entities on non-CITY
20 property. At the request of CITY, through its City Manager, and within the
21 limitations set forth in this subsection D-3, SHERIFF may provide
22 supplemental law enforcement services to preserve the peace at special
23 events or occurrences that occur on an occasional basis and are operated
24 by public entities on non-CITY property. SHERIFF shall determine personnel
25 and equipment needed for such supplemental services, and will provide
26 such supplemental services only if SHERIFF is able to do so without
27 reducing services that SHERIFF otherwise would provide to CITY pursuant
28 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of

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

2 providing such supplemental services at an amount computed by SHERIFF,
3 based on the current year's COUNTY law enforcement cost study. The cost
4 of these supplemental services shall be in addition to the Maximum
5 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
6 shall bill CITY immediately after each such event.

7 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
8 the services of SHERIFF at events, for which CITY issues permits, that are
9 operated by private individuals or entities or public entities. SHERIFF shall
10 determine personnel and equipment needed for said events. If said events
11 are in addition to the level of services listed in Subsection C-3 of this
12 Agreement, CITY shall reimburse COUNTY for such additional services at
13 an amount computed by SHERIFF, based upon the current year's COUNTY
14 law enforcement cost study. The cost of these services shall be in addition to
15 the Maximum Obligation of CITY set forth in Subsection G-3 of this
16 Agreement. SHERIFF shall bill CITY immediately after said services are
17 rendered.

18 5. In accordance with Government Code Section 51350, COUNTY has
19 adopted Board Resolution 89-1160 which identifies Countywide services,
20 including but not limited to helicopter response. SHERIFF through this
21 contract provides enhanced helicopter response services. The cost of
22 enhanced helicopter response services is included in the cost of services set
23 forth in Subsection G-2 and in the Maximum Obligation of CITY set forth in
24 Subsection G-3. COUNTY shall not charge any additional amounts for
25 enhanced helicopter services after the cost of services set forth in
26 Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3
27 has been established without written notification to the CITY.

28 //

1 **E. PATROL VIDEO SYSTEMS:**

- 2 1. As part of the law enforcement services to be provided to CITY, COUNTY
3 has provided, or will provide, patrol video systems (hereinafter called "PVS")
4 that are or will be mounted in patrol vehicles designated by COUNTY for use
5 within CITY service area.
- 6 2. SHERIFF has the exclusive right to use said PVS for law enforcement
7 services related to this Agreement.
- 8 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
9 installation of PVS that are or will be mounted in patrol vehicles assigned to
10 CITY, and b) recurring costs, as deemed necessary by COUNTY, including
11 the costs of maintenance and contributions to a fund for replacement and
12 upgrade of such PVS when they become functionally or technologically
13 obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of PVS, are included in the costs set forth in
16 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
17 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
18 not be charged additional amounts for maintenance or replacement/upgrade
19 of said PVS during the period July 1, 2014 through June 30, 2015.

- 20 4. If, following the initial acquisition of PVS referenced above, CITY requires
21 PVS for additional patrol cars designated for use in the CITY service area,
22 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
23 CITY will pay to COUNTY a) the full costs of acquisition and installation of
24 said additional PVS, and b) the full recurring costs for said PVS, as deemed
25 necessary by COUNTY, including the costs of maintenance, and
26 contributions to a fund for replacement and upgrade of such PVS when they
27 become functionally or technologically obsolete. Said costs related to
28 additional PVS are not included in, and are in addition to, the costs set forth

1 **E. PATROL VIDEO SYSTEMS: (Continued)**

2 in Subsection G-2 and the Maximum Obligation of CITY set forth in
3 Subsection G-3 of this Agreement.

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

8 **F. LICENSING SERVICES BY CITY:**

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

15 **G. PAYMENT:**

16 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
17 COUNTY the full costs of performing the services mutually agreed upon in
18 this Agreement. The costs of services include salaries, wages, benefits,
19 mileage, services, supplies, equipment, and divisional, departmental and
20 COUNTY General overhead.

21 2. Unless the level of service described in Subsection C-3 is increased or
22 decreased by mutual agreement of the parties, or CITY is required to pay for
23 increases as set forth in Subsection G-5, the Maximum Obligation of CITY
24 for services, other than Licensing Services, described in Subsection C-3 of
25 this Agreement, to be provided by COUNTY for the period July 1, 2014
26 through June 30, 2015 shall be as follows:

27 //

28 //

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Patrol / Traffic Services:	
• Four (4) Deputy Sheriff IIs	
@ \$234,690/each	\$ 938,761
• Six hundredths of one (0.06) Sergeant	
@ \$263,000/each	\$ 15,780
• Thirty-six hundredths of one (0.36) Deputy Sheriff II	
@ \$217,322/each	\$ 78,236
Investigation Services:	
• One (1) Investigator	
@ \$276,943/each	\$ 276,943
Regional Support Services:	
• 2.01% of fifty-five one hundredths of one (0.55) Sergeant – Traffic	
@ \$259,165/each	\$ 2,865
• 2.01% of four (4) Deputy Sheriff IIs – Traffic	
@ \$207,545/each	\$ 16,687
• 2.01% of two (2) Investigative Assistants – Traffic	
@ \$104,252/each	\$ 4,191
• 2.01% of one (1) Office Specialist - Traffic	
@ \$83,376/each	\$ 1,676
• 1.62% of thirty one hundredths of one (0.30) Sergeant – Auto Theft	
@ \$259,165/each	\$ 1,260
• 1.62% of two (2) Investigators – Auto Theft	
@ \$234,278/each	\$ 7,591
• 1.62% of one (1) Investigative Assistant – Auto Theft	
@ \$112,707/each	\$ 1,826

28 //

1 G. PAYMENT: (Continued)

2	<u>SERVICE</u>	<u>COST OF SERVICE</u>
3	• 1.62% of one (1) Office Specialist - Auto Theft	
4	@ \$83,460/each	\$ 1,352
5	• 0.88% of three (3) Investigative Assistants – Court	
6	@ \$115,031/each	\$ 3,037
7	Other Charges and Credits:	\$ 151,776
8	Charges: Annual Leave paydowns and apportionment of cost of	
9	leave balances paid at end of employment; premium pay for	
10	bilingual staff; contract administration; data line charges; direct	
11	services and supplies; enhanced helicopter response services;	
12	holiday pay; comp and straight time; Integrated Law & Justice	
13	Agency of Orange County; mobile data computer (MDC) recurring	
14	costs; on-call pay; overtime; patrol video system (PVS) recurring	
15	costs; retirement rate discount expenses (interest and cost of	
16	issuance); training; transportation costs including vehicle fuel,	
17	mileage interest for replacement vehicles and maintenance.	
18	Credits: False alarm fees; reimbursement for training and	
19	miscellaneous programs; retirement rate discount FY 2014-15.	
20	TOTAL COST OF SERVICES	<u>\$ 1,501,981</u>

21 3. Unless the level of service provided in Subsection C-3 is increased by
22 mutual agreement of the parties, or CITY is required to pay increases as set
23 forth in Subsection G-5, the Maximum Obligation of CITY for services, other
24 than Licensing Services, described in Subsection C-3 of this Agreement, to
25 be provided by the COUNTY for the period July 1, 2014 through June 30,
26 2015, is \$1,501,981.

27 //
28 //

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

2 4. COUNTY shall invoice CITY monthly. During the period of July 1, 2014
3 through June 30, 2015, said invoices will require payment by CITY of one-
4 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3
5 of this Agreement, as said Maximum Obligation may have been increased or
6 decreased pursuant to mutual agreement of the parties. In addition, if a
7 determination is made that increases described in Subsection G-5 must be
8 paid, COUNTY thereafter shall include the pro-rata charges for such
9 increases in its monthly invoices to CITY for the balance of the period
10 between July 1, 2014 and June 30, 2015.

11 5.a. At the time this Agreement is executed, there are unresolved issues
12 pertaining to potential changes in salaries and benefits for COUNTY
13 employees. The costs of such potential changes are not included in the
14 Fiscal Year 2014-15 cost set forth in Subsection G-2 nor in the Fiscal Year
15 2014-15 Maximum Obligation of CITY set forth in Subsection G-3 of this
16 Agreement. If the changes result in the COUNTY incurring or becoming
17 obligated to pay for increased costs for or on account of personnel whose
18 costs are included in the calculations of costs charged to CITY hereunder,
19 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
20 Subsection G-3 of this Agreement, the full costs of said increases to the
21 extent such increases are attributable to work performed by such personnel
22 after July 1, 2014, and CITY's Maximum Obligation hereunder shall be
23 deemed to have increased accordingly. CITY shall pay COUNTY in full for
24 such increases on a pro-rata basis over the portion of the period between
25 July 1, 2014 and June 30, 2015 remaining after COUNTY notifies CITY that
26 increases are payable. If the changes result in the COUNTY incurring or
27 becoming obligated to pay for decreased costs for or on account of
28 personnel whose costs are included in the calculations of costs charged to

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

2 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
3 extent such decreases are attributable to work performed by such personnel
4 during the period July 1, 2014 through June 30, 2015, and CITY's Maximum
5 Obligation hereunder shall be deemed to have decreased accordingly.
6 COUNTY shall reduce required payment by CITY in full for such decreases
7 on a pro-rata basis over the portion of the period between July 1, 2014 and
8 June 30, 2015 remaining after COUNTY notifies CITY that the Maximum
9 Obligation has decreased.

10 5.b. If CITY is required to pay for increases as set forth in Subsection G-5a
11 above, COUNTY, at the request of CITY, will thereafter reduce the level of
12 service to be provided to CITY, pursuant to Subsection C-3 of this
13 Agreement to a level that will make the Maximum Obligation of CITY
14 hereunder for the period July 1, 2014 through June 30, 2015 an amount
15 specified by CITY that is equivalent to or higher or lower than the Maximum
16 Obligation set forth in Subsection G-3 for said period at the time this
17 Agreement originally was executed. The purpose of such adjustment of
18 service levels will be to give CITY the option of keeping its Maximum
19 Obligation hereunder at the pre-increase level or at any other higher or lower
20 level specified by CITY. In the event of such reduction in level of service
21 and adjustment of costs, the parties shall execute an amendment to this
22 Agreement so providing. Decisions about how to reduce the level of service
23 provided to CITY shall be made by SHERIFF with the approval of CITY.

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

27 7. COUNTY shall charge CITY late payment penalties in accordance with the
28 County Billing Policy.

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

- 2 8. As payment for the Licensing Services described in Subsection C-7 of this
3 Agreement, COUNTY shall retain all fees paid by applicants for licenses
4 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
5 said fees by COUNTY shall constitute payment in full to COUNTY for costs
6 incurred by COUNTY in performing the functions related to licensing
7 described in Subsection C-7; provided, however, that if any of said fees are
8 waived or reduced by CITY, CITY shall pay to COUNTY the difference
9 between the amount of fees retained by COUNTY and the fees that were set
10 forth in the ordinances listed in Attachment A at the time this Agreement was
11 executed. If CITY increases the fee schedule for the licensing ordinances
12 set forth in Attachment A, either party shall have the right to seek
13 amendment of this Agreement with respect to the division of the increased
14 fees between CITY and COUNTY.
- 15 9. Fees generated or collected by SHERIFF contract personnel for copying of
16 documents related to the services provided in this Agreement will be at
17 COUNTY-established rates and will be credited to CITY on an annual basis.
- 18 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
19 which is incorporated herein by this reference.

20 **H. NOTICES:**

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

25 **CITY:** ATTN: CITY MANAGER
26 24264 EL TORO ROAD
27 LAGUNA WOODS, CA 92653

28 //

1 **H. NOTICES:** (Continued)

2 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
3 SHERIFF-CORONER DEPARTMENT
4 320 NORTH FLOWER STREET, SUITE 108
5 SANTA ANA, CA 92703

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

9 **I. STATUS OF COUNTY:**

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

19 **J. STATE AUDIT:**

20 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
21 subject to examination and audit by the State Auditor for a period of three (3)
22 years after final payment by CITY to COUNTY under this Agreement. CITY and
23 COUNTY shall retain all records relating to the performance of this Agreement
24 for said three-year period, except that those records pertaining to any audit then
25 in progress, or to any claims or litigation, shall be retained beyond said three-
26 year period until final resolution of said audit, claim or litigation.

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1 **K. ALTERATION OF TERMS:**

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

7 **L. INDEMNIFICATION:**

8 1. COUNTY, its officers, agents, employees, subcontractors and independent
9 contractors shall not be deemed to have assumed any liability for the
10 negligence or any other act or omission of CITY or any of its officers, agents,
11 employees, subcontractors or independent contractors, or for any dangerous
12 or defective condition of any public street or work or property of CITY, or for
13 any illegality or unconstitutionality of CITY's municipal ordinances. CITY
14 shall indemnify and hold harmless COUNTY and its elected and appointed
15 officials, officers, agents, employees, subcontractors and independent
16 contractors from any claim, demand or liability whatsoever based or asserted
17 upon the condition of any public street or work or property of CITY, or upon
18 the illegality or unconstitutionality of any municipal ordinance of CITY that
19 SHERIFF has enforced, or upon any act or omission of CITY, or its elected
20 and appointed officials, officers, agents, employees, subcontractors or
21 independent contractors related to this Agreement, including, but not limited
22 to, any act or omission related to the maintenance or condition of any vehicle
23 or motorcycle that is owned or possessed by CITY and used by COUNTY
24 personnel in the performance of this Agreement, for property damage, bodily
25 injury or death or any other element of damage of any kind or nature, and
26 CITY shall defend, at its expense including attorney fees, and with counsel
27 approved in writing by COUNTY, COUNTY and its elected and appointed
28 officials, officers, agents, employees, subcontractors and independent

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

2 contractors in any legal action or claim of any kind based or asserted upon
3 such condition of public street or work or property, or illegality or
4 unconstitutionality of a municipal ordinance, or alleged acts or omissions. If
5 judgment is entered against CITY and COUNTY by a court of competent
6 jurisdiction because of the concurrent active negligence of either party, CITY
7 and COUNTY agree that liability will be apportioned as determined by the
8 court. Neither party shall request a jury apportionment.

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

21 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

22 1. COUNTY has established a Traffic Violator Apprehension Program ["the
23 Program"], which is operated by SHERIFF, and is designed to reduce
24 vehicle accidents caused by unlicensed drivers and drivers whose licenses
25 are suspended and to educate the public about the requirements of the
26 Vehicle Code and related safety issues with regard to driver licensing,
27 vehicle registration, vehicle operation, and vehicle parking. The Program
28 operates throughout the unincorporated areas of the COUNTY and in the

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 cities that contract with COUNTY for SHERIFF's law enforcement services,
3 without regard to jurisdictional boundaries, because an area-wide approach
4 to reduction of traffic accidents and driver education is most effective in
5 preventing traffic accidents. In order for CITY to participate in the Program,
6 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
7 amount and under the terms and conditions set forth in the resolution that is
8 attached hereto as Attachment D and incorporated into this Agreement by
9 reference [hereinafter called a "TVAP resolution"], and has directed that the
10 revenue from such fee be used for the Program. CITY's participation in the
11 Program may be terminated at any time by rescission or amendment of the
12 TVAP resolution that is attached hereto as Attachment D. In the event CITY
13 1) amends said TVAP resolution, or rescinds said TVAP resolution and
14 adopts a new TVAP resolution pertaining to the above-referenced fee and
15 the Program, and 2) remains a participant in the Program thereafter, CITY's
16 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
17 authority to execute an amendment of this Agreement to substitute CITY's
18 amended or new TVAP resolution for Attachment D hereto, as long as said
19 amendment to this Agreement does not materially change any other
20 provision of this Agreement.

21 2. COUNTY will make available for review, at the request of CITY, all financial
22 data related to the Program as may be requested by CITY.

23 3. Fee revenue generated by COUNTY and participating cities will be used to
24 fund the following positions, which will be assigned to the Program:

- 25 • Fifteen one hundredths of one (0.15) Sergeant
26 (12 hours per two-week pay period)
- 27 • One (1) Staff Specialist
28 (80 hours per two-week pay period)

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

- 2 • One (1) Office Specialist
3 (80 hours per two-week pay period)

4 4. Fee revenue generated by CITY may be used to reimburse CITY for
5 expenditures for equipment and/or supplies directly in support of the
6 Program. In order for an expenditure for equipment and/or supplies to be
7 eligible for reimbursement, CITY shall submit a request for and obtain pre-
8 approval of the expenditure by using the form as shown in Attachment E.
9 The request shall be submitted within the budget schedule established by
10 SHERIFF. SHERIFF shall approve the expenditure only if both of the
11 following conditions are satisfied: 1) there are sufficient Program funds,
12 attributable to revenue generated by CITY's fee, to pay for the requested
13 purchase, and 2) CITY will use the equipment and/or supplies, during their
14 entire useful life, only for purposes authorized by its TVAP resolution in
15 effect at the time of purchase.

16 In the event that CITY terminates its participation in the Program, CITY
17 agrees that the equipment purchased by CITY and reimbursed by Program
18 funds will continue to be used, during the remainder of its useful life,
19 exclusively for the purposes authorized by CITY's TVAP resolution in effect
20 at the time of purchase.

21 5. In the event the fees adopted by COUNTY, CITY and other participating
22 jurisdictions are not adequate to continue operation of the Program at the
23 level at which it operated previously, COUNTY, at the option of CITY, will
24 reduce the level of Program service to be provided to CITY or will continue to
25 provide the existing level of Program services. COUNTY will charge CITY
26 the cost of any Program operations that exceed the revenue generated by
27 fees. Such charges shall be in addition to the Maximum Obligation of CITY
28 set forth in Subsection G-3 of this Agreement. The amount of any revenue

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 shortfall charged to CITY will be determined, at the time the revenue shortfall
3 is experienced, according to CITY's share of Program services rendered. In
4 the event of a reduction in level of Program service, termination of Program
5 service or adjustment of costs, the parties shall execute an amendment to
6 this Agreement so providing. Decisions about how to reduce the level of
7 Program service provided to CITY shall be made by SHERIFF with the
8 approval of CITY.

9 **N. MOBILE DATA COMPUTERS:**

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

22 The costs to be paid by CITY for recurring costs, including maintenance and
23 replacement/upgrade of MDCs, are included in the costs set forth in
24 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
25 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
26 not be charged additional amounts for maintenance or replacement/upgrade
27 of said MDCs during the period July 1, 2014 through June 30, 2015.

28 //

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

2 4. If, following the initial acquisition of MDCs referenced above, CITY requires
3 MDCs for additional patrol cars designated for use in the CITY, or for CITY's
4 Emergency Operations Center, COUNTY will purchase said additional
5 MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full
6 costs of acquisition and installation of said additional MDCs, and b) the full
7 recurring costs for said MDCs, as deemed necessary by COUNTY, including
8 the costs of maintenance, and contributions to a fund for replacement and
9 upgrade of such MDCs when they become functionally or technologically
10 obsolete. Said costs related to additional MDCs are not included in, and are
11 in addition to, the costs set forth in Subsection G-2 and the Maximum
12 Obligation of CITY set forth in Subsection G-3 of this Agreement.

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

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

DATED: _____

CITY OF LAGUNA WOODS

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair of the Board of Supervisors

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

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

BY: *[Signature]*
Deputy

DATED: 5/2/14

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CITY OF LAGUNA WOODS
LICENSING ORDINANCES

- BINGO GAME
- BINGO OFFICIAL
- CANVASSER/SOLICITOR
- COIN DEALER
- COMMERCIAL FORTUNETELLER
- DANCE INSTRUCTOR (NUDE)
- DANCE STUDIO (NUDE)
- ESCORT
- ESCORT BUREAU
- FIGURE MODEL (NUDE)
- FIGURE MODEL STUDIO (NUDE)
- GUN DEALER
- INTERLOCUTRIX (NUDE)
- INTRODUCTORY SERVICE
- JUNK COLLECTOR
- JUNK DEALER
- MEDICAL MARIJUANA DISPENSARY
- PEDDLER
- POOL ROOM
- PUBLIC DANCE
- RAP SESSION (NUDE)
- SECONDHAND DEALER (Pawnbroker)
- TAXICAB STAND

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

I. POLICY

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

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

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

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

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

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

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

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

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

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

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

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

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

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

RESOLUTION NO.01-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A TRAFFIC VIOLATOR APPREHENSION PROGRAM AND SETTING FEES FOR THE IMPOUND OF VEHICLES

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

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

WHEREAS, the operation of the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this city; and

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

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

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

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

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

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

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

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

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

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

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

Vehicle Code Section and Impound Ground

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

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

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

- (a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and
- (b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code section 14602.6 exceed \$152.00 per impound; and

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

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

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

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

- (a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and
- (b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the

vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and

WHEREAS, a public hearing pertaining to said proposed new fees was held on April 18, 2001;

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

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

- (a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and
- (b) A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
22651 (d),
22651 (e),
22651 (f),
22651 (h) (1),
22651 (h) (2),
22651 (i) (1),
22651 (j),
22651 (k),
22651 (l),
22651 (m),
22651 (n),
22651 (o) (1),
22651 (p),
22651 (q),
22651 (t),
22655.3,
22655.5 (b), or
22669.

BE IT FURTHER RESOLVED that the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

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

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

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

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

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

BE IT FURTHER RESOLVED that until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the county Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

BE IT FURTHER RESOLVED that expenditure of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

BE IT FURTHER RESOLVED that until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate ay

balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

Robert Bouer
ROBERT BOUER, Mayor

ATTEST:

Margaret R. Monahan
MARGARET R. MONAHAN, City Clerk

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

I, MARGARET R. MONAHAN, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing Resolution No. 01-11 was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 18th day of April 2001, by the following vote:

AYES: COUNCIL MEMBERS: Thorpe, Ross, Hack, McLaughlin, Bouer
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None

Margaret R. Monahan
MARGARET R. MONAHAN, City Clerk

The foregoing instrument is a correct copy of the original on file in this office:
Attest this 18th day of April, 2001
City Clerk of the City Laguna Woods, County of Orange, State of California.

By: Margaret R. Monahan

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

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

OCSD
BUDGET
USE ONLY

6.7
AGREEMENT FOR CODE ENFORCEMENT
SERVICES

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

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

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2016. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of June 30, 2019.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT. CONSULTANT shall not be held liable for any modification or reuse for purposes outside this AGREEMENT of CITY-owned work product generated or produced by CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of

support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

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

SECTION 15. INDEMNIFICATION.

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

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

obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT and CITY understand and agree that CONSULTANT's proposed staffing for the services to be provided hereunder constitutes a material inducement for CITY to enter into this AGREEMENT. CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such change in staffing. To the extent CITY in the exercise of its reasonable discretion concludes such changes in staffing become excessive, or such changes affect the efficiency, efficacy, or consistency of performance of CONSULTANT's duties hereunder, CITY may terminate this AGREEMENT in accordance with the provisions of Section 19 of this AGREEMENT.

SECTION 19. TERMINATION OF AGREEMENT.

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

(b) CONSULTANT may terminate this AGREEMENT at any time upon sixty (60) days written notice of termination to CITY. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

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

To CONSULTANT: AndersonPenna Partners, Inc.
Attn: President/CEO
20280 Acacia Street, Suite 100
Newport Beach, CA 92660

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager Date _____

CONSULTANT:

By _____
Lisa M. Penna, President/CEO Date _____

APPROVED AS TO FORM:

David Cosgrove, City Attorney Date _____

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT shall provide code enforcement services including, but not limited to, enforcing the Laguna Woods Municipal Code; any other City ordinance, regulation, or policy; codes or regulations otherwise applicable to City; and, conditions of entitlement, land use approvals, permits, or licenses. Code enforcement services may include, but are not limited to:

- Receiving and responding to inquiries and complaints, including by interviewing persons reporting possible code violations; taking steps to identify the existence of reported code violations; providing public education and outreach; resolving disputes; and, referring matters to and coordinating with appropriate local, state, and federal authorities or other parties
- Conducting field checks, inspections, investigations, interviews, consultations, research, and other activities to ensure compliance with codes and identify code violations
- Removing illegal temporary signs from City property, including medians, rights of way, parks, light poles, structures, equipment, and other property owned or controlled by the City
- Taking enforcement actions, including by issuing notices of violation, administrative citations, and stop work orders; levying and collecting fees and civil fines; collaborating with other agencies and service providers; delivering, mailing, and posting legal notices; preparing cases for administrative and legal proceedings; and, conducting abatement activities
- Preparing, compiling, and disseminating qualitative and quantitative documentation and data, including procedures, correspondence, reports, inventories, logs, records, and photographs
- Providing testimony and evidence for administrative and legal proceedings
- Completing certain public property inspections (e.g., graffiti; vandalism; damaged, faded, or missing road signs; and, overgrown vegetation)
- Assisting with training, community events, and business and public outreach

At all times, CONSULTANT's assigned personnel responsible for providing code enforcement services shall possess the following minimum qualifications:

- Three (3) years of law enforcement experience in the State of California; or
- Three (3) years of code enforcement experience in the State of California; or
- California Association of Code Enforcement Officers (CACEO) officer certification; or
- International Code Council Property Maintenance and Housing Inspector certification; or
- International Code Council Zoning Inspector certification; or
- P.C. 832 Arrest, Search, and Seizure certification; or
- Such other experience, education, certification, and/or training to demonstrate knowledge of legal and effective investigations, as determined adequate by City staff.

CONSULTANT shall provide eight (8) hours per week of code enforcement services. Services shall be provided on Mondays and Wednesdays from 8 a.m. to Noon, except when Laguna Woods City Hall is closed or upon advance notice from City staff. Additional services may be required on an as needed basis within one hour following request by City staff. Please note that

all services shall be provided on an as needed basis. AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

CONSULTANT may, but is not required to, utilize certain facilities of CITY, including CITY's offices, computers, printers, and e-mail, in the performance of code enforcement services.

CONSULTANT's assigned personnel responsible for providing code enforcement services shall utilize CITY's code enforcement software, as may change from time-to-time.

CONSULTANT's assigned personnel responsible for providing code enforcement services shall wear uniforms consisting of a solid color polo or dress-style shirt with collar; long, khaki-type pants; closed toe shoes; and, identification card in form sufficient to CITY. Uniforms must be well maintained and in good condition at all times.

CONSULTANT's assigned personnel responsible for providing code enforcement services shall be provided by CONSULTANT with all equipment necessary to perform code enforcement services including, but not limited to, calibrated noise meters, cellular telephones, digital cameras, and iPads or other portable computer capable of operating CITY's code enforcement software.

EXHIBIT "B"
COMPENSATION

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

<u>Classification</u>	<u>Hourly Rate</u> ¹
PROJECT MANAGER ²	\$110 per hour
CODE ENFORCEMENT OFFICER	\$58 per hour ³

¹ Hourly rates are not subject to minimums or maximums and are all inclusive with the exception of reproduction; oversized and specialty printing; and, courier and mailing services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts). Reproduction and oversized and specialty printing shall be subject to a 10% markup over cost. CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; lodging; food; drink; computer, voice, and data line usage; and, the provision and maintenance of required uniforms or equipment.

² "Project Manager" services shall be limited to special project code enforcement services (e.g., drafting code enforcement procedure manuals).

³ All non-special project code enforcement services shall be provided at the "Code Enforcement Officer" rate, regardless of the personnel providing said services (e.g., if personnel that would otherwise be charged at the "Project Manager" rate provide vacation or after-hours coverage for a "Code Enforcement Officer," his/her time shall be charged as a "Code Enforcement Officer").

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

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

1. All Policies. Each insurance policy required by this paragraph 15 shall include the following statement on insurance certificates: "The above policies contain a 30-day notice provision for non-renewal and cancellation except for cancellation due to non-payment of premium in which a 10-day notice applies." CONSULTANT shall inform City Manager of CITY, in writing, of any such non-renewal or cancellation that results in activation of a notice provision within three calendar days of activation.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

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

6.8
AGREEMENT FOR WATER QUALITY
SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
CHARLES ABBOTT ASSOCIATES, INC.**

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

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2016. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of June 30, 2019.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT. CONSULTANT shall not be held liable for any modification or reuse for purposes outside this AGREEMENT of CITY-owned work product generated or produced by CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

(i) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of

CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(l) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of

support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

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

SECTION 15. INDEMNIFICATION.

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

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

obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT and CITY understand and agree that CONSULTANT's proposed staffing for the services to be provided hereunder constitutes a material inducement for CITY to enter into this AGREEMENT. CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such change in staffing. To the extent CITY in the exercise of its reasonable discretion concludes such changes in staffing become excessive, or such changes affect the efficiency, efficacy, or consistency of performance of CONSULTANT's duties hereunder, CITY may terminate this AGREEMENT in accordance with the provisions of Section 19 of this AGREEMENT.

SECTION 19. TERMINATION OF AGREEMENT.

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

(s) CONSULTANT may terminate this AGREEMENT at any time upon sixty (60) days written notice of termination to CITY. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

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

To CONSULTANT: Charles Abbott Associates, Inc.
Attn: President
27401 Los Altos, Suite 220
Mission Viejo, CA 92691

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager Date _____

CONSULTANT:

By _____
Rusty R. Reed, President Date _____

APPROVED AS TO FORM:

David Cosgrove, City Attorney Date _____

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall provide the following water quality services:

- *As Needed Program Management Services:* CONSULTANT shall provide as needed water quality program management services within one hour following request by CITY. Program management services may be required at any time, Monday through Sunday and may include, but are not limited to:
 - Representing CITY at various water quality-related meetings and events
 - Interpreting regulations, directives, and the application thereof
 - Serving as a liaison to regulatory agencies and other parties
 - Providing water quality-related presentations and training to CITY and other parties
 - Preparing reports, correspondence, grant applications, and other documentation
 - Providing geographic information system support (ArcGIS equivalent)
 - Performing water quality sampling for CITY projects, including coordination with and conveyance to certified laboratories for additional analysis, and observing all chain-of-custody protocols in connection with same, when necessary
 - Coordinating and supervising water quality-related maintenance activities

- *As Needed Incident Response Services:* CONSULTANT shall respond to water pollution complaints, spills, and other incidents on an as needed basis within one hour following request by CITY. Incident response services may be required at any time, Monday through Sunday, and may include, but are not limited to:
 - Conducting inspections and related investigations (e.g., source investigations)
 - Taking enforcement actions (e.g., issuing notices of violations/administrative citations)
 - Performing water quality sampling, including coordination with and conveyance to certified laboratories for additional analysis, and observing all chain-of-custody protocols in connection with same, when necessary
 - Documenting incidents and completing related internal and external reporting
 - Collaborating and coordinating with response and regulatory agencies

- *As Needed Inspection Services:* CONSULTANT shall provide as needed inspection services. Inspection services may be required at any time, Monday through Sunday, and may include, but are not limited to:
 - Commercial, industrial, residential, and municipal inspections
 - Construction inspections for public and private projects

Construction inspections may require CONSULTANT to develop and implement an inspection schedule for individual projects based on applicable water quality regulations.

CONSULTANT may be required to schedule and conduct inspections in collaboration with other organizations (e.g., vector control and regulatory agencies).

- *As Needed Developmental Review Services*: CONSULTANT shall provide as needed development review services including, but not limited to:
 - Conferring and collaborating with CITY, developers, contractors, engineers, and other parties on water quality issues related to development projects and CITY permits
 - Reviewing and approving public and private Water Quality Management Plans
 - Preparing or providing technical assistance on the preparation and submittal of public Water Quality Management Plans and Stormwater Pollution Prevention Plans
 - Reviewing and plan checking public and private project plans, specifications, and other documents for compliance with applicable water quality regulations

At all times, CONSULTANT's assigned personnel responsible for providing code enforcement services shall possess at least three (3) years of relevant experience, as determined adequate by CITY, and possess and maintain all necessary training and certifications relative to their position.

CONSULTANT may, but is not required to, utilize certain facilities of CITY, including CITY's offices, computers, printers, and e-mail, in the performance of water quality services.

CONSULTANT's assigned personnel responsible for providing water quality services shall utilize CITY's water quality software, as may change from time-to-time.

CONSULTANT's assigned personnel responsible for providing water quality services shall be provided by CONSULTANT with all equipment necessary to perform water quality services including, but not limited to, cellular telephones, digital cameras, and iPads or other portable computer capable of operating CITY's water quality software.

CONSULTANT AND CITY agree that all services shall be provided on an as needed basis. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

EXHIBIT "B"
COMPENSATION

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

SERVICE	CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS¹ HOURLY RATE
Program Management Services	Project Manager	\$114	\$171
	Project Engineer	\$108	\$162
	Assistant Project Engineer	\$86	\$129
	Environmental Associate	\$72	\$108
	Administrative Assistant	\$60	\$90
Incident Response Services	Project Manager	\$114	\$171
	Environmental Inspector	\$83	\$124.50
Inspection Services	Project Manager	\$114	\$171
	Environmental Inspector	\$83	\$124.50
Development Review Services	Plan Reviewer	\$108	\$162

Hourly rates are not subject to minimums or maximums and are all inclusive with the exception of reproduction; oversized and specialty printing; courier and mailing services; and, laboratory and sampling-related services, supplies, and equipment, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts). CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; lodging; food; drink; computer, voice, and data line usage; and, the provision and maintenance of required equipment.

Hourly rates will not increase through June 30, 2016. If AGREEMENT is extended beyond June 30, 2016, CONSULTANT reserves the right to increase hourly rates by a maximum of 3%, overall, through the subsequent maximum term provided by AGREEMENT.

¹ After Hours Rate: Any services provided during CONSULTANT's holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas), weekends, and outside the regular weekday working hours of 7:30 a.m. to 5:30 p.m. After hours rates shall apply to field inspection services, regulatory agency meetings, testing, and other services for which CONSULTANT cannot reasonably undertake or complete the tasks assigned during normal business or non-holiday hours, but CONSULTANT shall at all times use its best efforts to manage its work to complete routine or non-rush items of requested services during time periods when regular hourly rates apply.

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

3. All Policies. Each insurance policy required by this paragraph 15 shall include the following statement on insurance certificates: "The above policies contain a 30-day notice provision for non-renewal and cancellation except for cancellation due to non-payment of premium in which a 10-day notice applies." CONSULTANT shall inform City Manager of CITY, in writing, of any such non-renewal or cancellation that results in activation of a notice provision within three calendar days of activation.

4. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

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

6.9
AGREEMENT FOR INFORMATION
TECHNOLOGY SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
PRACTICAL DATA SOLUTIONS**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ day of _____ 2014, by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Practical Data Solutions ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2015. Such term may be extended upon written agreement of both parties to this AGREEMENT a maximum of two times for no more than one fiscal year at a time.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT. CONSULTANT shall not be held liable for any modification or reuse for purposes outside this AGREEMENT of CITY-owned work product generated or produced by CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of

support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

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

SECTION 15. INDEMNIFICATION.

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

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

obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT and CITY understand and agree that CONSULTANT's proposed staffing for the services to be provided hereunder constitutes a material inducement for CITY to enter into this AGREEMENT. CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such change in staffing. To the extent CITY in the exercise of its reasonable discretion concludes such changes in staffing become excessive, or such changes affect the efficiency, efficacy, or consistency of performance of CONSULTANT's duties hereunder, CITY may terminate this AGREEMENT in accordance with the provisions of Section 19 of this AGREEMENT.

SECTION 19. TERMINATION OF AGREEMENT.

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

(b) CONSULTANT may terminate this AGREEMENT at any time upon sixty (60) days written notice of termination to CITY. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

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

To CONSULTANT: Practical Data Solutions
Attn: John McDermott
27031 Springcreek Road
Rancho Palos Verdes, CA 90275

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

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

CITY OF LAGUNA WOODS:

By _____ Date
Christopher Macon, City Manager

CONSULTANT:

By _____ Date
John McDermott, Owner

APPROVED AS TO FORM:

David Cosgrove, City Attorney Date

EXHIBIT "A"
SCOPE OF SERVICES

1. General and Incident Response Services

Within five business days of the effective date of this AGREEMENT, CONSULTANT shall assess the status of CITY's information technology (IT) network, identifying all third party vendors, deficiencies and strengths, in the current network.

Within five business days of the effective date of this AGREEMENT, CONSULTANT shall install and maintain a systems management agent on all computers to provide remote management and monitoring; patch and fix updates; and, software version upgrades, as well as remote support to each computer.

Within five business days of the effective date of this AGREEMENT, CONSULTANT shall meet with CITY to receive guidance on the following issues:

- Open issues, rated by importance
- Documentation and explanation of existing networks
- Software license and maintenance contract audits
- Implementation of standards and recommendations
- Contact and escalation procedures

CONSULTANT shall provide incident response IT services – including troubleshooting and problem resolution – 24-hours per day, seven days per week, within one hour of request by CITY. Requests may be made via telephone or email. CONSULTANT shall continuously track all requests in writing, including status and resolution. CONSULTANT shall provide to CITY copies of request tracking or other associated data as requested.

CONSULTANT shall not be responsible for maintaining service agreements for third-party software not included as a part of operating systems or specified in this AGREEMENT.

2. Managed Services

(a) CONSULTANT shall provide "Network Equipment Support" consisting of all labor related to maintaining configuration, logging (if possible and appropriate), and monitoring of network equipment, including routers, firewalls, switches, spam filters, and other equipment used to move, monitor, or intentionally affect network traffic on CITY's local area network. "Network Equipment Support" shall also consist of working with CITY's Internet service provider to maintain proper configuration of Internet equipment at CITY's office, whether owned by CITY or CITY's Internet service provider.

(b) CONSULTANT shall provide "Server Support" consisting of all labor related to

maintaining CITY's server operating system, any programs included in the operating system, backup software, virus scanning software, hard disk defragmentation software, and the following programs installed after the operating system: Tyler Technologies, Inc., Fund Balance. CITY shall maintain separate service agreements with Tyler Technologies, Inc. CONSULTANT shall coordinate or provide all service related to these products.

(c) CONSULTANT shall provide "Servers with SQL, Exchange, and/or SBS Support" consisting of all labor related to maintaining the specific software packages on any of the servers listed in Section 2(b) above.

(d/e) CONSULTANT shall provide "Desktop and/or Laptop Computer Support" consisting of all labor related to maintaining the computer operating system, any programs included in the operating system, Microsoft Office products, end user support for the following programs installed after the operating system: Tyler Technologies, Inc., Fund Balance. CITY shall maintain separate service agreements with Tyler Technologies, Inc. CONSULTANT shall coordinate or provide all service related to these products. "Desktop and/or Laptop Computer Support" shall also include all labor and licensing fees related to creating and maintaining centrally managed anti-malware systems for CITY, including but not limited to anti-virus, anti-spyware, and root kit protection. Anti-malware managed care to include active and scheduled scanners, monitoring of definition updates, reporting and periodic audits. Any and all IT related labor resources costs resulting from "infected" machines shall be incurred solely by CONSULTANT.

(f) CONSULTANT shall provide "Server Backup" consisting of all labor related to creating a backup "image" of CITY's servers on pre-determined remote backup systems, or on a server of CITY's choice. This service does not include the labor needed to restore files or systems in case such emergency services are necessary. This service does provide for labor related to Disaster Recovery (DR) testing every 18 months and no more frequent than every 12 months. CITY agrees to provide and maintain both a storage device capable of handling this backup and an Internet connection sufficient to copy the backup files offsite in a reasonable amount of time.

(g) CONSULTANT shall provide "Postini Managed Secure Gateway Services" consisting of all labor and licensing fees related to creating and maintaining Postini-managed SPAM filtering and security services. Detail of managed care to include: user creation, SPAM policy management, reporting, and auditing.

3. At any time, CITY may add or remove services for computers by emailing CONSULTANT at support@solutions4data.com. CONSULTANT agrees to keep an accurate list of machines covered under this AGREEMENT and to provide said list to CITY upon request.
4. Maintaining the systems described in this EXHIBIT shall include applying all appropriate software and operating system updates in a reasonable amount of time. CONSULTANT shall determine when software updates are appropriate and what constitutes a reasonable amount of time. CITY acknowledges that if CITY requests updates CONSULTANT considers

inappropriate, or wishes to have updates applied before CONSULTANT deems them safe, CONSULTANT is not responsible for the consequences of such actions and CITY shall be charged additional fees on an as-needed basis for all labor related to the consequences of such actions. Furthermore, if CITY performs or allows anyone other than CONSULTANT to perform any maintenance on any computers covered by this AGREEMENT, CONSULTANT shall not be responsible for the consequences of such actions and CITY may be charged additional fees for all labor related to the consequences of such actions.

6. This AGREEMENT is intended to cover the maintenance of computer operating systems and software only. It also covers any hardware, materials, equipment, consumables, hardware failures, troubleshooting, or replacements if CITY maintains proper vendor contracts for covered software and hardware noted in this AGREEMENT. It does not cover any labor related to projects other than the proper maintenance of operating systems, software, and vendor-covered hardware

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated on a monthly basis as follows:

24/7 monitoring, patch updates, anti-virus protection, on-site and remote support; Windows 2011 SBS fileserver	\$269/month
Workstations PC/Mac – Primary workstation (21 at \$35/each)	\$735/month
Workstations PC/Mac – Secondary workstation (2 at \$15/each)	\$30/month
Network support (1 at \$69/month)	\$69/month
Printers (7 at no charge)	\$0/month
Postini spam support (15 email accounts at \$2/each)	\$30/month
Backup support	<u>\$65/month</u>
TOTAL	\$1,198/month

Rates will not increase for the term of this AGREEMENT, including any extensions.

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

1. All Policies. Each insurance policy required by this paragraph 15 shall include the following statement on insurance certificates: "The above policies contain a 30-day notice provision for non-renewal and cancellation except for cancellation due to non-payment of premium in which a 10-day notice applies." CONSULTANT shall inform City Manager of CITY, in writing, of any such non-renewal or cancellation that results in activation of a notice provision within three calendar days of activation.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

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

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6.10

**AMENDMENT TO THE URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
AND OTHER PROGRAMS COOPERATION
AGREEMENT**

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**AMENDMENT THREE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF LAGUNA WOODS**

This Amendment Number THREE (hereinafter "Amendment THREE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF LAGUNA WOODS, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2015, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1 2012; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-14-07 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provided to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on February 25, 2014;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home

Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Federal Fiscal Years 2015-2016, 2016-2017 and 2017-2018 and from any program income generated from the expenditure of such funds.

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:
 - c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities.

3. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2015-2016, 2016-2017 and 2017-2018, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2018, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

4. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 14-07, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2018 to June 30, 2021) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

5. Section 11. Of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2017. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void"

6. Section 24. Is amended to read "City may void this agreement only if it submits to County on or before June 2014 the notification from HUD that City has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2015-16, 2016-2017, and 2017-2018. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

7. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment THREE to be executed by its Mayor and attested by its City Clerk; COUNTY has caused this Amendment THREE to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of Laguna Woods, a municipal Corporation in the State of California

By: _____

Name:

Title: Mayor

Date: _____

By: _____

Name:

Title: City Clerk

Date: _____

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____

Steve Franks, Director

Orange County Community Resources

Date: _____

////////////////////////////////////

ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

“The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County.”

By: County Counsel

Date: 5/3/2014

6.11
SENIOR MOBILITY TAXI VOUCHER
PROGRAM
(NO REPORT)

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8.1
RED LIGHT PHOTO ENFORCEMENT
PROGRAM

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**City of Laguna Woods
Agenda Report**

DATE: May 28, 2014 Adjourned Regular City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
AGENDA ITEM: Red Light Photo Enforcement Program

Recommendation

A. Approve a Memorandum of Understanding between the City and Redflex Traffic Systems, Inc. modifying and extending the existing automated red light photo enforcement system agreement; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

OR

B. Take no action regarding modification or extension of the existing automated red light photo enforcement system agreement between the City and Redflex Traffic Systems, Inc., which will end on June 30, 2014.

Background

In 2005, the City Council approved an agreement with Redflex Traffic Systems, Inc. for red light photo enforcement at the intersections of El Toro Road/Moulton Parkway and Laguna Woods Village Gate 12/Moulton Parkway. Amendments to the agreement, including term extensions, were approved in 2010, 2011, 2012, and 2013. The agreement will end on June 30, 2014 unless extended.

Discussion

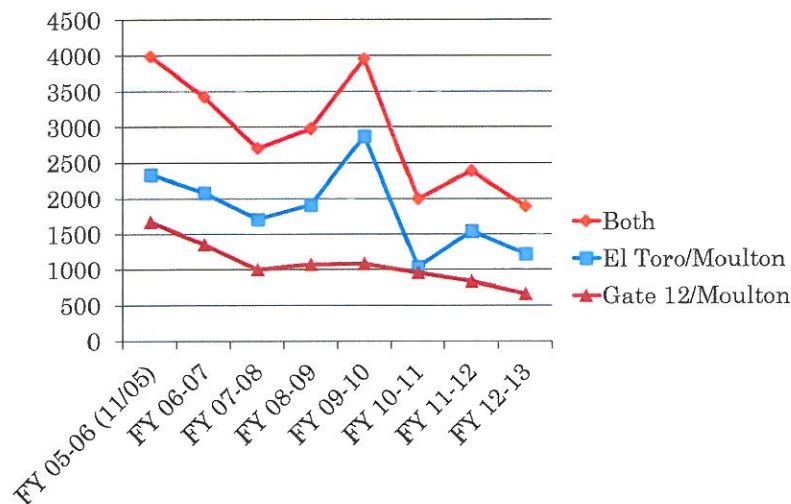
Citations Issued

The red light photo enforcement program has averaged 2,919 citations each fiscal year since the first citation was issued in November 2005, ranging from a low of

1,886 in Fiscal Year 2012-13 to a high of 3,997 in Fiscal Year 2005-06. Of those, approximately 63% are issued for the El Toro Road/Moulton Parkway intersection and 37% are issued for the Village Gate 12/Moulton Parkway intersection.

In the first year of the program, nearly 4,000 citations were issued, after which the total number of citations at both intersections gradually declined before reaching 2,711 in Fiscal Year 2007-08. Citations then rose to match the first year's total of just under 4,000 in Fiscal Year 2009-10. In the most recent fiscal years, the total number of citations has decreased due, in part, to camera downtime caused by the Moulton Smart Street construction. A total of 2,386 and 1,886 citations were issued in fiscal years 2011-12 and 2012-13, respectively.

Graph 1: Citations Issued

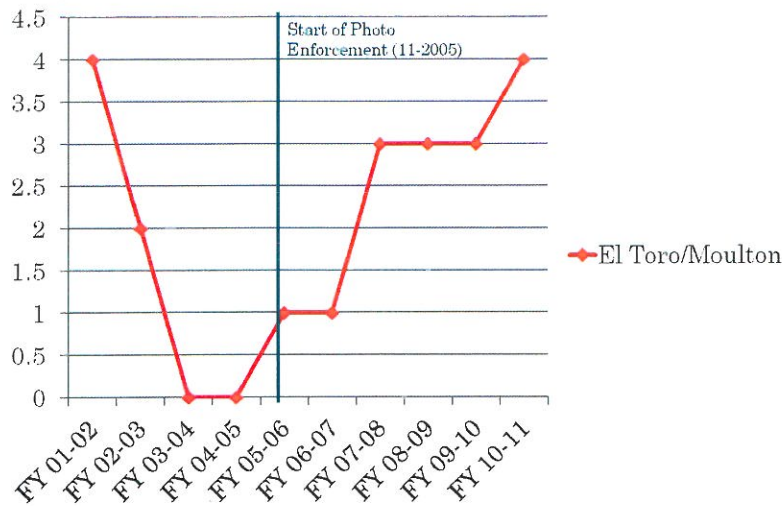


Collisions

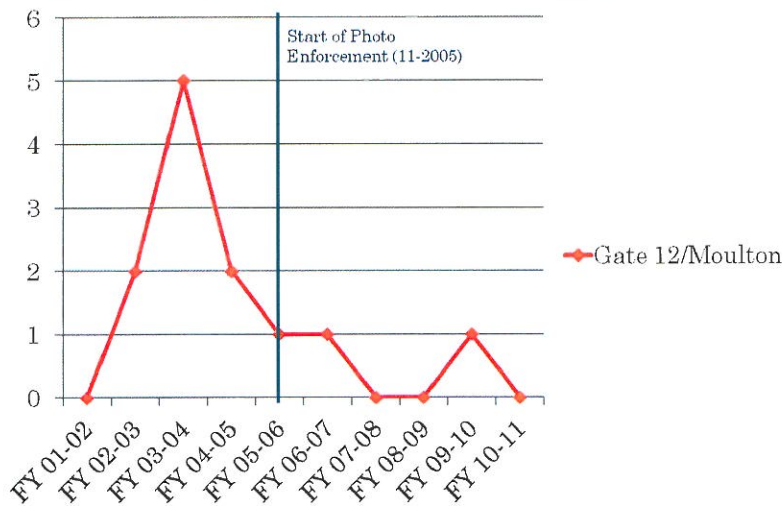
Staff studied incidents over a 10-year period of time (Fiscal Year 2001-02 through 2010-11) and found that the number of collisions related to signal violations at the two photo enforced intersections fluctuated slightly, but did not change in any significant manner after initiation of the red light photo enforcement program. The El Toro Road/Moulton Parkway intersection averaged 2.1 signal violation-related collisions per year, with a high of four collisions per year. The Laguna Woods Village Gate 12/Moulton Parkway intersection averaged 1.2 signal violation-related collisions per year, with a high of five collisions per year.

Opponents of red light photo enforcement programs often cite an alleged increase in rear end collisions as a consequence of the use of cameras. During the same 10-year period, there was no significant change in the number of rear end collisions.

Graph 2: El Toro/Moulton Collisions – Signal Violations



Graph 3: Gate 12/Moulton Collisions – Signal Violations



Alternative Enforcement Methods

Due to the size and structure of the intersections, the Orange County Sheriff’s Department is unable to provide an alternative level of comparable red light signal-related enforcement to the red light photo enforcement program. A motor deputy or specially assigned teams could provide limited amounts of enforcement; however, photo enforcement remains the most comprehensive method of enforcing red light signal-related traffic laws at both intersections throughout the day.

Fiscal Impact

Redflex currently charges the City a monthly fee of \$3,000 per approach (five total approaches for \$180,000 per year), which includes the capture and processing of

red light violations – including right turn violations – within range of the cameras. Monthly fees would remain unchanged if the agreement is extended.

The red light photo enforcement program is a time intensive operation that requires a Sheriff's deputy to issue citations, research the identity of drivers who are not the registered owners of vehicles involved in violations, and appear in court (generally on a weekly basis). An attorney is also required to appear on behalf of the City. Repeated legal challenges have increased the cost of legal services in recent years and are expected to continue. City staff time is required to manage the agreement with Redflex and respond to public records/discovery requests. On occasion, staff are also required to testify in court regarding program procedures.

Expenditures related to the red light photo enforcement program have historically been partially offset by California Vehicle Code Fines and State Supplemental Law Enforcement Services Funding (SLESF/SLESA). If the agreement is not extended and the program ends, the City would continue to receive SLESF/SLESA funding for other law enforcement-related purposes, but would no longer receive California Vehicle Code Fine revenue associated with red light citations. Due to reductions in both expenditures and offsetting revenues, the net fiscal impact is anticipated to be minimal and could be accommodated in the City's Fiscal Year 2014-15 budget.

Conclusion

The existing automated red light photo enforcement system agreement between the City and Redflex Traffic Systems, Inc. will end at the close of the current fiscal year (June 30, 2014). Staff is seeking direction from the City Council regarding the future of the red light photo enforcement program.

Attachment: A – Draft Memorandum of Understanding

**Memorandum of Understanding
between
Redflex Traffic Systems, Inc.
and the
City of Laguna Woods**

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____ 2014 ("Effective Date") by and among Redflex Traffic Systems, Inc. ("Redflex"), a Delaware corporation, and the City of Laguna Woods, a California municipal corporation ("City"). Redflex and the City are collectively referred to as the "Parties."

1. On July 11, 2005 the Parties entered into an Agreement for automated red light photo enforcement systems. The Agreement was amended in 2010, 2011, 2012, and 2013 (collectively the "Agreement").
2. The term of the Agreement will end on June 30, 2014 unless the City and Redflex mutually agree to an extension of the Agreement.
3. Redflex desires to assist the City with temporarily reducing the financial cost of operating the red light photo enforcement systems due to unique conditions that exist currently for the City.

NOW THEREFORE, with no other changes to the terms or conditions of the Agreement, Redflex and the City hereby agree:

1. Upon the Effective Date, the term of the Agreement shall be extended for twelve (12) months beginning on July 1, 2014 and ending on June 30, 2015. This extension shall be without prejudice to the City's termination rights under the Agreement.
2. Redflex shall continue to charge the City \$15,000 per month for twelve (12) months beginning on July 1, 2014 and ending on June 30, 2015, which represents a decrease in the amount that the City would otherwise owe Redflex under the Agreement by \$6,250 per month.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

Date

REDFLEX TRAFFIC SYSTEMS, INC.:

By _____
Jim Saunders, President and CEO

Date

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

Date

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8.2
MOULTON SMART STREET PROJECT
PHASE 2 DESIGN AND MULTIMODAL TRAIL
DESIGNATIONS

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**City of Laguna Woods
Agenda Report**

DATE: May 28, 2014 Adjourned Regular City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Douglas C. Reilly, Assistant City Manager
AGENDA ITEM: Moulton Smart Street Project Phase 2 Design and Multimodal Trail Designations

Recommended Actions

A. Direct staff to negotiate a change order with the County of Orange to remove tree wells along the rear of the sidewalk on the east side of Moulton Parkway between the Laguna Woods Village Garden Center 1 driveway and Laguna Woods Village Gate 12 to allow for future use as a multimodal trail accommodating pedestrian and golf cart travel.

AND

B. Approve a resolution allocating \$39,000 of Gas Tax/Fuel Tax funds for consultant design engineering work related to the removal of tree wells on the east side of Moulton Parkway to accommodate a multimodal trail and to reimburse the County of Orange for costs incurred, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED TRANSPORTATION FUNDS APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

AND

C. Approve a resolution designating public rights of way as multimodal trails on which golf carts are allowed to travel, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 13-18 AND DESIGNATING MULTIMODAL TRAILS IN THE PUBLIC RIGHTS-OF-WAY ON WHICH GOLF CARTS ARE ALLOWED TO TRAVEL

Background

In 2010, the City Council approved a landscape design for Moulton Parkway that included installation of tree wells along the rear of sidewalks. That design has been implemented along a portion of Moulton Parkway south of El Toro Road near the Laguna Woods Village Equestrian Center and north of El Toro Road near the Laguna Woods Self Storage. It was also implemented on the sidewalk constructed on the east side of Moulton Parkway between the Laguna Woods Village Garden Center 1 driveway and 400 feet north of El Toro Road. Additional rear tree wells were set to be constructed on the west side of Moulton Parkway between Santa Maria Avenue and Laguna Woods Village Gate 16 (Clubhouse 7); however, at the City Council's direction, staff successfully negotiated a change order that removed those rear tree wells in the interest of allowing for future use as a multimodal trail accommodating pedestrian and golf cart travel.

Discussion

The County of Orange's contractor is currently completing work on the Moulton Smart Street Project. As part of that work, staff has identified an opportunity to remove 27 additional rear tree wells, which would allow for the sidewalk between the Laguna Woods Village Garden Center 1 driveway and Laguna Woods Village Gate 12 (Clubhouse 2/Golf Course) to be designated as a multimodal trail for use by both pedestrians and golf carts. All of the rear tree wells proposed for removal are located adjacent to the fence separating the Laguna Woods Village Golf Course from the City's sidewalk. With the rear tree wells removed, the sidewalk would be of sufficient width (an average of 11 feet) to accommodate pedestrian and golf cart traffic. A map showing existing/pending multimodal trail segments, as well as the proposed additional segment, is included as Attachment A to this report.

In addition to the physical removal of the rear tree wells and associated scope of work changes for the County of Orange's contractor, this work would also require modification of the project's Water Quality Management Plan in order to comply with National Pollutant Discharge Elimination System (NPDES) regulations.

The recommended action also includes the approval of a resolution that would designate the sidewalk on the east side of Moulton Parkway between the Moulton Parkway crosswalk at Santa Maria Avenue and Laguna Woods Gate 12 as a multimodal trail on which golf carts are allowed to travel. The trail would only be available for use by golf carts upon completion of the improvements, installation of appropriate signage, and certification by the City Engineer.

Fiscal Impact

The total cost for the proposed work is not expected to exceed \$39,000 and would be paid for using fuel tax funds. Unspent funds from the proposed allocation would become part of the unallocated Fuel Tax Fund at the end of the fiscal year, which is projected to have a closing balance of more than \$350,000.

Conclusion

Staff is requesting City Council direction on this subject in order to ensure that the Moulton Smart Street Project is constructed in a manner that is conducive to future plans for multimodal trails to promote golf cart travel throughout the City.

Attachments: A – Proposed Multimodal Trail Segments Map
B – Proposed Resolution (Recommended Action B)
C – Proposed Resolution (Recommended Action C)

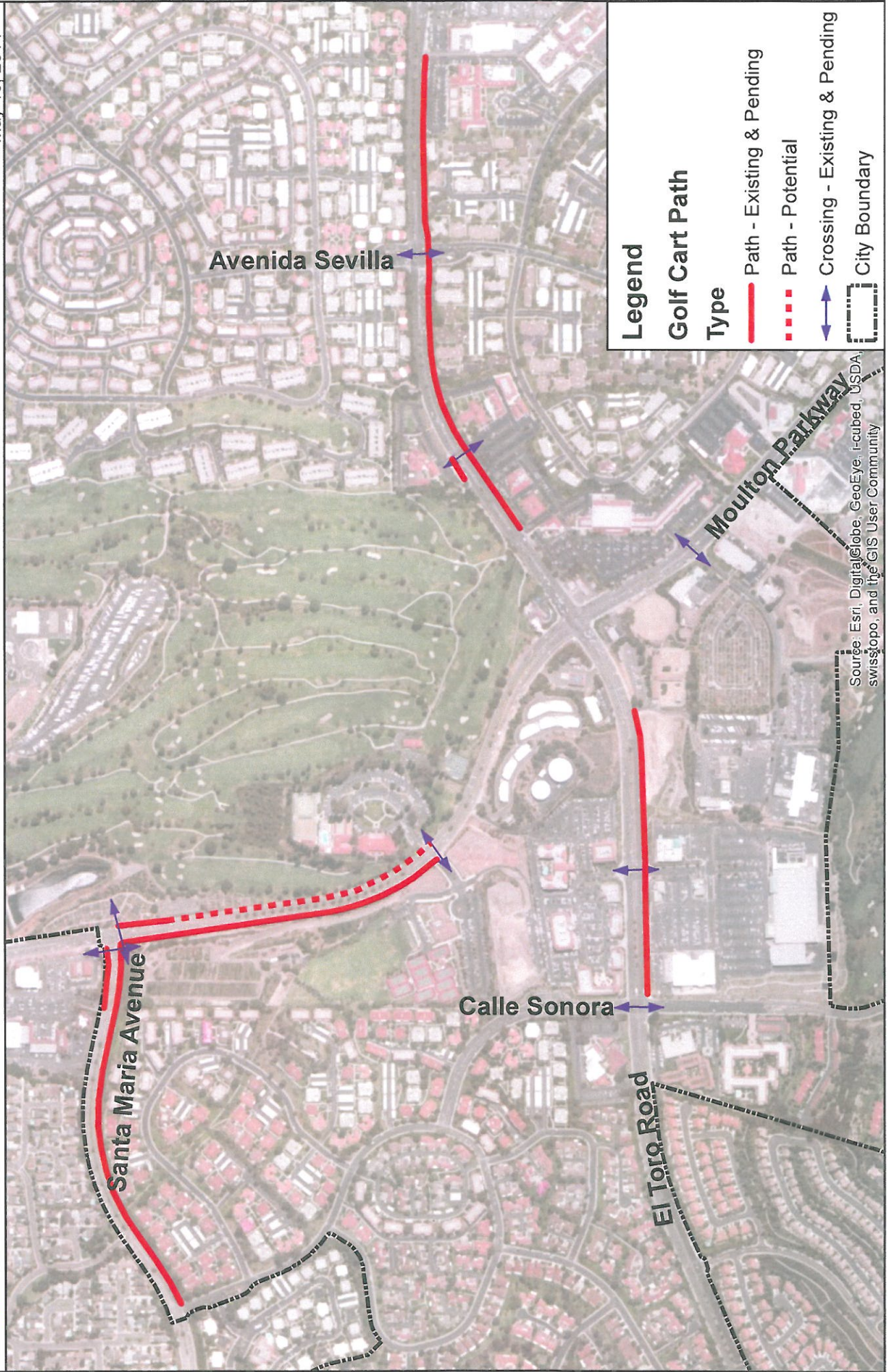
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Golf Cart Paths

ITEM 8.2 - Attachment A

May 19, 2014



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RESOLUTION NO. 14-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 13-18 AND DESIGNATING MULTIMODAL TRAILS IN THE PUBLIC RIGHTS-OF-WAY ON WHICH GOLF CARTS ARE ALLOWED TO TRAVEL

WHEREAS, the City of Laguna Woods supports the safe use of alternative vehicles as a means of travel within the City; and

WHEREAS, the City of Laguna Woods General Plan calls for planning, design, and construction of paved multi-purpose trails that can accommodate motorized scooters, electric wheelchairs, golf carts, and other alternative vehicles; and

WHEREAS, the City Council of the City of Laguna Woods supports connecting alternative vehicle trails between new or existing commercial, institutional, and residential destinations.

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

SECTION 1. Resolution No. 13-18 is hereby rescinded.

SECTION 2. The following areas of public rights-of-way are designated as multimodal trails on which golf carts are allowed to travel:

- A. The Santa Maria Avenue multimodal trail on the south side of the street between Via Vista and Moulton Parkway, and on the north side of the street between Moulton Parkway and the entrance to the Moulton Plaza Shopping Center.
- B. The El Toro Road multimodal trail on the south side of the street between the Valencia Center and the Willow Tree Shopping Center, and on the north side of the street between the Laguna Woods Village golf course gate north of El Toro Road and the Lutheran Church of the Cross driveway.

- C. The El Toro Road multimodal trail on the south side of the street between Calle Sonora and the Laguna Woods Village Equestrian Center driveway.

SECTION 3. The following areas of public rights-of-way are designated as multimodal trails on which golf carts are allowed to travel upon completion of improvements, installation of appropriate signage and certification by the City Engineer:

- A. The Moulton Parkway multimodal trails on the southbound side of the street, from Laguna Woods Village gate 16 to Santa Maria Avenue, and on the northbound side of the street, from Laguna Woods Village gate 12 to the Moulton Parkway crosswalk to Santa Maria Avenue.

SECTION 4. Golf car or neighborhood electric vehicle (NEV) travel shall not be allowed on multimodal trails.

SECTION 5. The Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED on this XX day of May 2014.

BERT HACK, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 14-XX** was duly adopted

by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of May 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

RESOLUTION NO. 14-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED TRANSPORTATION FUNDS APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

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

SECTION 1. Resolution No. 13-09 is hereby amended to increase the budget appropriation for the Transportation Funds for Fiscal Year 2013-14 to \$1,061,915. The increased amount of \$39,000 shall be allocated to the Contract – Traffic Engineering line item under Gas Tax/Fuel Tax Programs within the Transportation Fund budget for purposes related to the removal of tree wells on the east side of Moulton Parkway to accommodate a multimodal trail and to reimburse the County of Orange for costs incurred.

SECTION 2. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED ON this XX day of May 2014.

BERT HACK, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 14-XX** was duly adopted by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of May 2014, by the following vote:

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

MARC DONOHUE, Deputy City Clerk

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8.3
COMMUNITY SERVICES GRANT PROGRAM

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City of Laguna Woods Agenda Report

DATE: May 28, 2014 Adjourned Regular City Council Meeting

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

AGENDA ITEM: Community Services Grant Program

Recommended Action

Provide input to staff regarding potential modifications to Administrative Policy 2.8 (Community Grant Fund Distribution).

Background

The annual Community Services Grant Program was initiated in Fiscal Year 2000-01. Since then, over \$1.5 million dollars in zero-match grants have been awarded to non-profit organizations that provide social and health services to city residents.

The City's budget policies state that, annually, "the City should allocate an amount of money for the competitive community services grant program for not-for-profit organizations that provide services to residents." At the adjourned regular meeting on April 30, 2014, the City Council directed staff to include \$150,000 for the Community Services Grant Program in the draft Fiscal Year 2014-15 budget. At that same meeting, the City Council expressed a desire to have a more in-depth discussion of the Community Services Grant Program and associated policies.

Administrative Policy 2.8 (see Attachment A), which was originally approved by the City Council in 2002, relates to the distribution of community grant funds.

Discussion

Staff is requesting City Council input on the following topics, and any other topics related to the Community Services Grant Program, with the goal of ensuring that the City's award of grant funds continues to be responsive to community needs and

that the Community Services Grant Program functions in a manner that is reflective of the City Council's goals and intent. Staff will use that input to prepare a revised draft of Administrative Policy 2.8 for future review and consideration. Changes to administrative policies require City Council approval prior to implementation.

Topic #1: Eligible Services

There are currently three types of services eligible to receive grant awards – social services, transportation, and other. “Other” includes activities and programs that contribute to the quality of life in Laguna Woods, but do not specifically apply to either social services or transportation (e.g., recreation and arts). Historically, most of the grant funding awarded has been social services oriented.

Initial Discussion Questions

- Are the existing eligible services adequate?
- Are there specific needs within the community that should be prioritized?

Community Services Committee Input

The Community Services Committee discussed this topic at the regular meeting on February 26, 2014. Eight of the 11 committee members were present.

Committee members felt that transportation needs are sufficiently addressed by the City's taxi voucher program and its historic award of grant funds to support Age Well Senior Services' transportation programs. Provided those programs continue, committee members felt that transportation could be removed as an eligible service from the Community Services Grant Program.

Committee members felt that recreation and arts funding should not be provided by the Community Services Grant Program due to the significant local need for social services. A majority of the committee members felt that social services programs should be the highest and only eligible service. That viewpoint was reiterated at the regular meeting on April 23, 2014 with six of the committee members present.

Committee members felt that Administrative Policy 2.8 should be modified to more explicitly state that applicants for funding must clearly articulate how the needs of Laguna Woods residents would be addressed by their proposed program(s) and how grant funding would be used to meet those needs in their applications.

Topic #2: Application, Application Review, Award, and Evaluation Process

In the interest of transparency and to emphasize public accountability with respect to the expenditure of City funds, all Community Services Committee discussions related to the Community Services Grant Program will take place at meetings of the Committee as a whole. All meetings will be open and publically noticed.

Staff anticipates proposing that the grant cycle occur as follows:

1. Application period begins
2. Application period ends
3. Community Services Committee Meeting #1: Applicant presentations
4. Community Services Committee Meeting #2: Recommendations
5. City Council Meeting: Consideration of grant awards
6. Site evaluations for awarded grants
7. Community Services Committee Meeting #3: Evaluations

Initial Discussion Questions

- How long should the application period be?
- How should the application period be publicized?
- How should site evaluations for awarded grants be conducted?

Community Services Committee Input

The Community Services Committee discussed this topic at the regular meeting on February 26, 2014. Eight of the 11 committee members were present.

Committee members felt that the application period should be 30 to 45 days.

Committee members suggested that the application period should be publicized in public notices and press releases in both the *Laguna Woods Globe* and the *Orange County Register*, as well as on the City's website and Channel 31. Committee members also suggested obtaining a list of agencies that provide social services from the County of Orange's Office on Aging for direct contact by staff.

Committee members felt that residents should be invited to attend and participate in the Community Services Committee meetings where recommendations of grant awards to the City Council are considered. That could be accomplished through

press releases and information on the City's website and Channel 31. Staff noted that all Community Services Committee meetings are open to the public.

Committee members felt it is important to give the successful grant applicants time to implement their program(s) prior to conducting site evaluations. Site evaluations should be conducted by staff and a certain number of committee members assigned by the Committee as a whole, based on availability. The results of site evaluations should be reported to the Committee as a whole at the next regular meeting.

Topic #3: Allocation of Certain Grant Awards

On April 30, 2014, the City Council briefly discussed allocating grant funding on an annual basis for Age Well Senior Services and, potentially, other agencies, with the remaining annual grant funding distributed through a competitive program. The impetus for the discussion was that Age Well Senior Services has been awarded grants of \$75,000 every year since 2002 for their heavily used Florence Sylvester Memorial Senior Center services, adult day services, and transportation services.

If the City Council would like to establish an annual allocation of grant awards for specific agencies, staff recommends that only the agencies' names be identified in the administrative policy. As part of the annual budget development process, the City Council could (1) establish an overall amount of funding for the Community Services Grant Program, (2) provide direction on the amount of funding for each of the agencies receiving annual allocations, and (3) budget the amount of the overall funding remaining to provide competitive grant awards to other agencies.

Annually, staff suggest requiring the specified agencies to submit a letter outlining the amount of funding requested, the program(s) for which funding is requested, and the local needs that would be addressed, as well as an annual report describing the outcomes achieved for the program(s) funded through the Community Services Grant Program. Staff also suggest continuing to require site evaluations and each of the items listed in Section 2.8.06 (Grant Recipient Requirements) of the existing administrative policy, including quarterly and monthly progress/financial reports.

Initial Discussion Questions

- Should annual allocations of grant awards be made for specific agencies?
 - If yes, for which agencies and under what conditions?

Fiscal Impact

Funding to support the Community Services Grant Program is included, annually, in the City's budget. The City Council has provided preliminary direction to staff to include \$150,000 in the Fiscal Year 2014-15 budget. Revisions to Administrative Policy 2.8 could be accommodated in the current year's budget.

Conclusion

City Council input on the topics identified by staff, as well as any other issues of interest, will allow for the preparation of a revised draft of Administrative Policy 2.8 to ensure that grant funds continue to be awarded in a manner that is responsive to local needs and to reflect current City Council goals and intent. The policy would be presented to the City Council for review and consideration at a future meeting.

Attachment: A – Existing Administrative Policy 2.8

CITY OF LAGUNA WOODS

**ADMINISTRATIVE POLICY 2.8
COMMUNITY GRANT FUND DISTRIBUTION**

2.8.01 PURPOSE

To define guidelines and procedures for the allocation of municipal funds, or provision of services in lieu of funds, that will, in part, finance Community Services programs and activities conducted by non-profit/not-for-profit organizations that provide services to the residents of the City of Laguna Woods.

2.8.02 GENERAL POLICY

- A. The City of Laguna Woods will consider requests for grant funding only during periods determined in this Council Policy and submitted on the appropriate application form.
- B. Public grant funds shall only be made available when funds are to be expended for a Community Services program or activity that will contribute to the quality of life in the City of Laguna Woods.
- C. Grant funds **shall not** be donated to political action committees or to any candidate seeking election to office, nor for the conduct of any religious activity.
- D. Approval of grant funds **shall not** constitute a precedent for grant allocations in subsequent years.

2.8.03 ELIGIBLE ORGANIZATIONS AND SERVICES

The following organizations/services are eligible to apply for a community services grant:

- A. Social Services
 - Crisis Intervention / Elder Abuse
 - Health and Safety

- Special Senior or Disabled services, such as Deaf or Speech Relay Service, Critical Life systems, Physical Fitness, Occupational/Home Training, Financial Assistance for Living, or Mobility Training.

B. Transportation

- Special Senior or Disabled services
- Connective services within and outside the community
- Golf cart and other alternative travel services
- Recreational bus or other transportation services
- Driver training for golf cart, motorbike, auto users
- Shuttle or other services within the City.

C. Other Services

Provide support for those services needed in the community which may not be described adequately in the preceding definitions, including recreation and arts programs

2.8.04 APPLICATION

- A. Each year, during its annual budget deliberations, the City Council shall determine if sufficient funding is available to establish a grant fund for community services organizations.
- B. If funding is available, the City manager or his/her designees shall publish notice in a local newspaper that grant funding is available and that the City is soliciting applications.
- C. The City manager's Office shall maintain a list of past applicants and interested organizations and shall mail applications to these organizations as well as ant current applicants.
- D. Non-profit/not-for-profit organizations shall make formal request to the City Council by filing an application for Grant Funding of Community Services Programs during the application period established by the City manager or his/her designee. An application should cover one category, such as social service or transportation. Application forms may be picked up from Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637, from 8:00 AM to 5:00 PM, Monday through Friday, Phone: (949) 639-0512, or through the City's website at www.lagunawoodscity.org.

2.8.04 APPLICATION REVIEW

Staff and the Community Services Committee will review applications and forward recommendations to the City Council for action. In its evaluation, the Community Services Committee shall consider and evaluate the following:

- A. The non-profit/not-for-profit status of the organization.
- B. The number of individuals within the community who will directly benefit from the grant.
- C. Adherence to goals and policies of the City of Laguna Woods.
- D. The public need that will go unmet without the grant allocation.
- E. How this service has been recognized as a contribution to the community (i.e., meets state/federal law, waiting list, number of requests, professional recommendations)
- F. Whether the service will expose the City to civil liability.
- G. The amount of the request.
- H. The ratio of overhead administrative costs to the actual direct benefit to the participants.

1.8.05 GRANT AWARD

- A. All grant awards shall be for a calendar year, and shall be approved by the City Council taking action in a noticed public meeting are for a calendar year basis.
- B. Organizations approved for grant funding will receive quarterly grant payments. The first quarterly payment will be mailed to the applicant with a fully executed contract. The remaining grant payments will be mailed to the organization within 10 business days of the City's receipt of their completed quarterly report of program activities and expenditures. The city, at its sole

discretion, may determine to make other than quarterly grant payments if necessary for a particular project.

- C. Grantees shall return any and all unexpended funds to the City at the end of the one-year funding period.
- D. If the City determines that the grantee has not performed in accordance with the approved program proposal or is unable to finish the program, and all unexpended funds shall be returned to the City.
- E. City grant monies shall be used only for the purpose(s)/program(s) duly authorized and in accordance with the approved budget. Deviation from the approved grant program proposal/scope of work may be made only with the City's prior written approval.

2.8.06 GRANT RECIPIENT REQUIREMENTS

Grant recipients shall:

- A. Carry adequate liability insurance naming the City of Laguna Woods as additional insured as may be required by the City.
- B. Not discriminate in employment or in clients served because of age, race, religion, national origin, or sex.
- C. Account for revenue and expenditures through careful record keeping procedures (standard bookkeeping procedures). An annual audit at the applicant's expense may be required, with the results available to the City of Laguna Woods upon request.
- D. Provide access to periodic reviews by City staff and City Council for purposes of monitoring the progress of the program.
- E. Provide the City with quarterly **and** end-of-year full financial accounting of the grant allocation and progress report.

- 1. The quarterly reports shall be submitted in writing, and shall include a progress report and a financial summary indicating how

funds have been expended during the reporting period.

2. The end of year report shall be in writing and submitted within 60 days after the close of the grant. This report must include a complete financial statement detailing all expenditures of City grant monies for the program(s). The financial and a narrative report shall compare actual expenditures and accomplishments with the budget and tasks cited in the original proposal.

Approved by the City Council: September 18, 2002

8.4
CITY COUNCIL MEETING MINUTES AND
RECORDS RETENTION

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**City of Laguna Woods
Agenda Report**

DATE: May 28, 2014 Adjourned Regular City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
AGENDA ITEM: City Council Meeting Minutes and Records Retention

Recommended Action

A. Adopt an administrative policy related to the preparation of City Council meeting minutes.

AND

B. Approve a resolution modifying the City's records retention schedule to identify City Council meeting recordings as permanent records, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, AMENDING THE
CITY'S RECORDS RETENTION SCHEDULE

Background

California Government Code requires the City to prepare and maintain records of the proceedings of the City Council. While there is no mandated format for such records, cities typically prepare some form of meeting minutes.

Discussion

Staff is seeking City Council direction, in the form of an administrative policy, to clarify and standardize the preparation of City Council meeting minutes. Currently, meeting minutes are prepared in a summary format that requires staff to condense comments and arguments for or against particular courses of action. That process is time intensive and complicated, as discussions are often lengthy and nuanced.

The proposed administrative policy provides for the preparation of City Council meeting minutes focused on actions taken. Required content would range from the date, time, and location of meetings to records of motions, votes, and direction provided by the City Council. The names (if known) and subjects of all public comments would also be noted, as well as whether any written correspondence was received. The City Council, City Manager, and City Attorney would each reserve the right to cause information not specifically required as part of the administrative policy to be included in meeting minutes. Overall, staff believes that this approach would result in a more objective record of City Council proceedings.

In addition to identifying content requirements, the proposed administrative policy also contains requirements related to the approval and storage of City Council meeting minutes. Those requirements are intended to ensure compliance with State law, while also promoting transparency and long-term preservation.

Finally, the administrative policy and corresponding recommendation to amend the City's records retention schedule would make City Council meeting recordings permanent records. That designation would reinforce the City's commitment to transparency, by maintaining recordings of the actual proceedings of City Council meetings, including comments and arguments made. Those recordings would be available as public records and could be used to prepare transcripts.

Fiscal Impact

The recommended action could be accommodated within the City's budget.

Conclusion

Staff is seeking City Council direction to ensure that City Council meeting minutes are prepared in a standardized fashion. As part of the recommended action, City Council meeting recordings would be preserved in the interest of transparency.

Report prepared with: Marc Donohue, Deputy City Clerk

Attachments: A – Proposed Administrative Policy
B – Proposed Resolution

CITY OF LAGUNA WOODS
ADMINISTRATIVE POLICY X.X
CITY COUNCIL MINUTES

X.X.XX PURPOSE

To establish a policy regarding minute preparation for City Council meetings.

X.X.XX CONTENT OF CITY COUNCIL MINUTES

- A. City Council meeting minutes shall contain all of the following:
1. The date on which the meeting occurred.
 2. The time at which the meeting was convened.
 3. The time at which the meeting was adjourned. If a meeting is adjourned to another meeting of the City Council, the minutes shall include the date, time, and location of such meeting.
 4. The address of the location where the meeting occurred.
 5. The type of meeting (regular, adjourned regular, special).
 6. The names of the City Councilmembers in attendance. If a City Councilmember arrives late or departs before adjournment, the minutes shall reflect those arrival and/or departure times.
 7. The presence of the City Manager and City Attorney.
 8. Motions made, including a description of each motion and the names of the City Councilmembers who initiated and seconded (if applicable) each motion.
 9. Votes taken, including the individual votes cast by each City Councilmember and, if opposed or abstaining, any stated reason(s) why.
 10. Direction provided without a formal vote (e.g., consensus of the City Council, requests to place items on future City Council meeting agendas), including a description of the direction; the names of the City Councilmembers who supported, opposed, and abstained; and, if opposed or abstaining, any stated reason(s) why.
 11. The titles of resolutions and ordinances that the City Council took action to introduce, approve, and/or adopt. If a resolution

- or ordinance was adopted, the minutes shall also include the number assigned by staff, thereafter, for reference purposes.
12. For items with no associated formal action (e.g., informational reports), a notation that the item was heard at the meeting.
 13. The names and subjects on which City Councilmembers provided City Councilmember comments during the meeting.
 14. The names and subjects on which individuals provided public comments during the meeting. If a speaker exercised his or her right to speak anonymously, such speaker shall be identified as “Anonymous Speaker.” If written public comments were received, the minutes shall also include a notice that they can be viewed at City Hall.
 15. Moments of silence observed and items for which City Council meetings are adjourned in honor, observation, or remembrance of. If a City Councilmember objects to any such action, the minutes shall include such a notation and any stated reason(s) why.
 16. For closed sessions, the legal authority under which the closed session was convened, the time that the City Council convened in closed session, the time that the City Council came out of closed session, and any report of reportable action pursuant to Government Code Section 54957.1.
 17. Any other information required by law, requested by the City Council, or advised by the City Manager or City Attorney

X.X.XX APPROVAL OF CITY COUNCIL MINUTES

- A. City Council minutes shall be placed on a City Council agenda for approval by the City Council. When approved as written, or when approved as amended by the City Council, the minutes become the official record of the proceedings of the specified meeting(s) in accordance with Government Code sections 36814 and 40801.
- B. Approved City Council minutes shall be executed by the Mayor at the time of approval and the City Clerk or his or her designee.

X.X.XX STORAGE OF CITY COUNCIL MINUTES

- A. In accordance with Government Code Section 40801, the City Clerk shall store approved City Council minutes in “books bearing

appropriate titles and devoted exclusively to such purposes... The books shall have a comprehensive general index.”

- B. The City Clerk or his or her designee shall cause all City Council minutes approved on or after the effective date of this policy to be available in electronic form within ten (10) business days of the date of approval.

X.X.XX CITY COUNCIL MEETING RECORDINGS

- A. Consistent with the practice for City Council minutes, recordings of City Council meetings occurring on and after January 1, 2014 are retained permanently by the City and are subject to unrestricted public disclosure under the California Public Records Act (CPRA). Recordings are intended to supplement City Council minutes by providing additional information on the decision-making process.

City Council Adoption: XX

RESOLUTION NO. 14-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING THE CITY’S RECORDS RETENTION SCHEDULE

WHEREAS, the City Council adopted Resolution No. 03-05, adopting the City of Laguna Woods Records Retention Schedule on March 19, 2003; and

WHEREAS, certain amendments to the records retention schedule would be advantageous in preserving a record of the proceedings of City Council meetings.

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

SECTION 1. That the City Council of the City of Laguna Woods does hereby approve an amendment to the City’s records retention schedule to include “City Council Meeting Records” as a permanent record under the “Legislative” category.

SECTION 2. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this XX day of May 2014.

BERT HACK, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

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

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 14-XX** was duly adopted by

the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of May 2014, by the following vote:

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

MARC DONOHUE, Deputy City Clerk

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8.5
FISCAL YEAR 2014-15 BUDGET
PREPARATION
(NO REPORT)

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8.6
SENIOR ACCOUNTANT POSITION

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**City of Laguna Woods
Agenda Report**

DATE: May 28, 2014 Adjourned Regular City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
AGENDA ITEM: Senior Accountant Position

Recommended Action

A. Approve the Senior Accountant job classification.

AND

B. Authorize the City Manager to advertise and recruit for the Senior Accountant position with hiring contingent on the City Council taking action to establish and authorize the position as part of the Fiscal Year 2014-15 budget.

Background

The City Manager is responsible for hiring and supervising staff subject to the City Council's establishment and authorization of positions.

Discussion

The recommended action would approve a job classification for the new full-time position of Senior Accountant and authorize the City Manager to advertise and recruit for the position with hiring contingent on the City Council taking action to establish and authorize the position as part of the Fiscal Year 2014-15 budget. The intent is for the position to replace the existing Finance Manager position as part of a citywide reorganization focused on efficiency and service delivery.

The Senior Accountant would be responsible for overseeing the City's accounting activities and performing a variety of finance, accounting, and payroll duties. The proposed job classification is included as Attachment A.

Fiscal Impact

The proposed hourly range for the Senior Accountant position is \$32.48 to \$45.47 per hour. Costs associated with the position would be included in the draft Fiscal Year 2014-15 budget for City Council consideration.

Advertisement and recruitment costs are not anticipated to exceed \$500 and could be accommodated within the current year's budget.

Conclusion

The Senior Accountant position would provide the City with critical accounting, finance, and payroll services. While advertising and recruiting would begin as soon as possible, hiring would not occur unless the City Council formally establishes and authorizes the position as part of the Fiscal Year 2014-15 budget.

Attachment: A – Proposed Job Classification



CITY OF LAGUNA WOODS JOB CLASSIFICATION

JOB TITLE: SENIOR ACCOUNTANT
SALARY RANGE: \$32.48 – \$45.47 PER HOUR
STATUS: NON-EXEMPT AND AT-WILL

DEFINITION:

Under general supervision, the Senior Accountant oversees the City's accounting activities and performs a variety of technical and professional-level finance, accounting, and payroll duties in accordance with accepted standards, principles, laws, and regulations.

ESSENTIAL DUTIES:

The duties assigned include, but are not limited to, the following:

- Oversees accounting activities, including accounts payable and receivable.
- Ensures compliance with accepted standards; principles [(e.g., Generally Accepted Accounting Principles (GAAP)]; local, state, and federal laws; and, regulations that apply to assigned duties, as well as with applicable City policies, contractual agreements, grant agreements, deadlines, and other obligations.
- Performs accounts payable and receivable functions, including recording revenues and expenditures, processing warrant requests, and ensuring availability of funds.
- Monitors cash/revenue receipts and reconciles bank statements.
- Executes bank account and investment account transfers.
- Performs accounting calculations and analysis.
- Analyzes and reconciles revenue and expenditure accounts, verifying availability of funds and classifications, including research and analysis when necessary.

- Examines and corrects accounting transactions for accuracy, including preparation of journal entries and reconciliation of the general ledger and subsidiary accounts.
- Provides audit assistance, including preparing schedules for external auditors and compiling records and documentation requested by external auditors.
- Administers payroll, including coordination with the third-party payroll vendor to produce, review, and correct vendor check runs and prepare related reports.
- Reconciles payroll and tax withholding records.
- Prepares and submits Medicare; Social Security; retirement; tax; and, such other documentation necessary to administer employee payroll and benefit programs.
- Participates in the compilation, preparation, and review of budgets.
- Researches, compiles, and analyzes information and assorted data.
- Prepares financial reports, including monthly, quarterly, and annual statements and footnotes, the annual State Controller's Report, and the annual Street report.
- Prepares, compiles, and disseminates qualitative and quantitative documentation and data, including correspondence, invoices, grant or other third-party funding reports, budgets, statistics, reports, manuals, inventories, and logs.
- Creates, scans, files, and maintains physical and electronic records.
- Manages electronic accounting systems, including creating accounts; inactivating or deleting unnecessary accounts; and, executing other background coding.
- Manages electronic payment systems (e.g., third-party merchant services).
- Provides training on use of electronic accounting and payment systems.
- May train, supervise, and regularly evaluate subordinate department personnel.
- Provides relief coverage for department personnel during absences.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Modern office procedures, methods, and equipment, including computers.
- Responsive customer service practices, including active listening.

- Modern accounting procedures, methods, and equipment.
- Principles of local government finance, accounting, payroll, audits, and budgeting including relevant standards, laws, and regulations.
- Principles of accounts receivable and accounts payable functions.
- Principles of grant applications and administration.
- Principles and techniques of record keeping and filing.

Ability to:

- Perform the essential duties described in this job classification in a professional, timely, and accurate manner with only general direction.
- Alphabetize, compare, count, differentiate, measure, assemble, sort, copy, record, classify, compute, tabulate, categorize, and transcribe data and information.
- Supervise, evaluate, and train persons with diverse backgrounds.
- Communicate effectively and concisely, including the ability to inform, educate, and persuade persons with diverse backgrounds.
- Communicate in writing effectively and concisely, including with use of proper spelling, grammar, punctuation, and command of the English language.
- Maintain confidentiality and discretion when necessary.
- Maintain professional composure at all times, including when dealing with upset, hostile, and difficult interpersonal interactions.
- Maintain effective organization of multiple activities and assignments in a busy office environment with frequent interruptions.
- Understand, analyze, and interpret data and information using established criteria, in order to determine consequences and identify and select alternatives.
- Understand, analyze, interpret, and apply generally accepted accounting principles and other standards, laws, regulations, and polices to assigned duties.
- Understand, calculate, and interpret percentages, fractions, ratios, and statistics.

Education and Experience:

Any combination of education and experience that provides the knowledge, skills, and abilities necessary for this position is qualifying. A typical way of obtaining the required

qualifications is to possess a Bachelor's degree in accounting, business administration, or a related field from an accredited college or university program and three years of work experience in government accounting, preferably for a municipal agency.

Licenses/Certifications:

Most possess and maintain a valid Class C California Driver's License and must qualify for and maintain insurability under the City's Vehicle Policy. This position involves the periodic performance of duties and travel that require operation of a personal vehicle.

PHYSICAL DEMANDS AND ENVIRONMENTAL SETTING:

While performing the duties of this class, employees are frequently required to sit, stand, walk, talk, and hear; use hands to handle, manipulate, feel, move and operate equipment, tools, and controls; and, use hands and arms to reach. Most activities are performed sitting at a desk in a sedentary manner. Specific vision abilities required include close, distance, peripheral, and color vision, depth perception, and the ability to adjust focus. Specific hearing abilities required include hearing in the normal audio range with or without correction. Employees are periodically required to exert physical effort, involving carrying and lifting reports and file boxes up to 25 pounds.

While the duties of this class are primarily performed in an office setting with low to moderate noise and regular interruption, employees may also be frequently required to travel and work in other settings (e.g., bank deposits, meetings and conferences).

This position regularly works a five day, 40-hour workweek.

Tools and Equipment:

Must possess the knowledge and ability to effectively use computers, copiers, scanners, calculators, facsimile machines, and telephones. Ability to use computers includes the knowledge and ability to input, query, and maintain information in software such as Microsoft Windows, Outlook, Excel, and Access, as well as Internet Explorer and the City's accounting software, as may change from time-to-time.

OTHER NOTICES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is a similar, related, or logical assignment.

The selection process for this position will include fingerprinting; a State Department of Justice criminal background check; reference checks; confirmation of education claims, licenses, and certifications; and, a physical medical examination.

This position is non-exempt under the Fair Labor Standards Act.

Pursuant to Government Code §36506, neither this job classification nor any other human

resources rules or regulations shall be construed to provide employees with any tenure or property interest in employment with the City. All City employees serve “at will” and are subject to termination without cause at any time – no exceptions.

All City employees are designated Disaster Service Workers by both State law and City ordinance. Duties when serving as a Disaster Service Worker may be in locations, during hours, and performing work significantly different from the employee’s normal duties.

The City is an Equal Employment Opportunity employer and does not discriminate on the basis of race, color, religion, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, pregnancy, childbirth, or related medical conditions, gender, gender identity or expression, genetic information, or age.

The City provides employment rights and non-discrimination on the basis of disability as established in the Americans with Disabilities Act. Reasonable accommodation may be made to enable a person with a disability to perform this position’s essential functions.

Additional human resources laws, rules, and regulations apply to this position.

City Council Approval: May XX, 2014

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