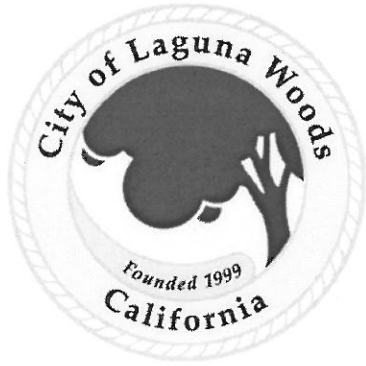




AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Regular Meeting
October 16, 2013
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: ☐ Conners ☐ Hack ☐ Hatch
☐ Robbins, Mayor Pro Tem ☐ Ring, Mayor

IV. PRESENTATIONS - None

V. CITY COMMENDATIONS AND PROCLAMATIONS

- 5.1 Commendation - Margie Green, 105th birthday

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 September 18, 2013 regular meeting.

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

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

6.3 Treasurer's Report

RECOMMENDED ACTION: Receive and file the September 2013 monthly Treasurer's Report.

6.4 Warrant Register

RECOMMENDED ACTION: Approve the October 16, 2013 Warrant Register in the amount of \$460,866.73.

- 6.5 Amendment No. 2 to Master Funding Agreement No. C-1-2772 with the Orange County Transportation Authority for Measure M2 Comprehensive Transportation Funding Programs

RECOMMENDED ACTION: Approve Amendment No. 2 to Master Funding Agreement No. C-1-2772, an agreement with the Orange County

Transportation Authority (OCTA) allowing the City to participate in Measure M2 Comprehensive Transportation Funding Programs; and authorize the City Manager to execute the amendment, subject to approval as to form by the City Attorney.

6.6 Second Memorandum of Understanding with Golden Rain Foundation for Moulton Smart Street Phase 2 Project

RECOMMENDED ACTION: Approve a Second Memorandum of Understanding regarding a portion of Segment 3, Phase II of the Moulton Smart Street Project, with the Golden Rain Foundation (GRF) for the payment of funds saved during project construction on GRF property as mitigation for property acquired to complete the Phase 2 improvements; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.7 Agreement for As Needed Planning Services

RECOMMENDED ACTION: Approve an agreement with PMC for as needed planning services; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS - None

VIII. CITY COUNCIL BUSINESS

8.1 Amendment to Orange County Fire Authority Joint Powers Authority Agreement

RECOMMENDED ACTIONS:

1. Approve the Second Amendment to the Amended Orange County Fire Authority Joint Powers Authority Agreement and direct the City Manager to execute the amendment subject to approval as to form by the City Attorney.

AND

2. Authorize the City Attorney to join in supporting the Orange County Fire Authority's validation action, when filed, seeking to obtain a judicial

declaration of the validity of the Second Amendment to the Amended
Orange County Fire Authority Joint Powers Authority Agreement

8.2 Laguna Laurel Sphere of Influence Annexation

RECOMMENDED ACTIONS:

1. Approve a resolution making application to and requesting the Orange County Local Agency Formation Commission to take proceedings for the City to annex approximately 6 acres of property referenced as the Laguna Laurel Sphere of Influence Annexation, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, MAKING APPLICATION TO AND REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF ORANGE COUNTY TO TAKE PROCEEDINGS PURSUANT TO THE CORTESE-KNOX HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 FOR THE CITY OF LAGUNA WOODS TO ANNEX APPROXIMATELY 6 ACRES OF PROPERTY REFERENCED AS THE LAGUNA LAUREL SPHERE OF INFLUENCE ANNEXATION

AND

2. Approve use of up to \$10,000 in the Community Development Contract-Other account for annexation expenses originally allocated from the City Council Contingency account for a building and planning services fee study.

8.3 City Council Meeting Schedule

RECOMMENDED ACTION: Approve the City Council meeting schedule through June 2014 as submitted.

8.4 City Council Advisory Committees

RECOMMENDED ACTION: Provide input to staff regarding potential modifications to Administrative Policy 1.4, City Council Advisory Committees.

8.5 Appointment to the Community Services Committee

RECOMMENDED ACTION: Ratify Councilmember Hack's nomination appointing Catherine Brians to serve as a member of the Community Services Committee.

IX. COMMITTEE REPORTS

9.1 Transportation Corridor Agencies (Councilmember Hack)

9.2 Orange County Library Board (Mayor Pro Tem Robbins)

9.3 Orange County Fire Authority (Councilmember Hatch)

9.4 Southern California Water Committee (Councilmember Hack)

9.5 Coastal Greenbelt Authority (Councilmember Conners)

9.6 Vector Control District Board (Mayor Pro Tem Robbins)

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 Transportation Authority Long Range Transportation Plan Workshop, September 25, 2013: Councilmember Hack

B. Water Advisory Committee, October 4, 2013: Councilmember Hack

C. 18th Annual California Joint Powers Insurance Authority (CJPIA) Risk Management Educational Forum, October 9-11, 2013: Mayor Pro Tem Robbins, Councilmember Conners, and Councilmember Hatch

11.2 Other Meetings, Comments and Announcements

XII. CLOSED SESSION

- 12.1 The City Council will meet in closed session to confer with legal counsel regarding one matter of potential exposure to litigation, pursuant to the provisions of Government Code Section 54956.9(d)(2).

XII. ADJOURNMENT

The meeting will be adjourned to an adjourned meeting of the City Council at 2:00 p.m. on Wednesday, October 30, 2013 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

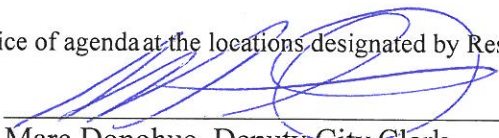
AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 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.

Date

10/11/13


Marc Donohue, Deputy City Clerk

5.1
COMMENDATION – MARGIE GREEN, 105TH
BIRTHDAY

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City of Laguna Woods
Certificate of Commendation
Margie Green
Born October 6, 1908

WHEREAS, Margie Green celebrated her 105th birthday on October 6, 2013 and is a role model for all generations; and

WHEREAS, Margie Green has witnessed many technological innovations and changes in our world, including the advent of air travel, development of the automobile and the widespread use of electricity; and

WHEREAS, Margie Green worked as a stenographer for many years and was in great demand because she speaks German, Spanish and English.

WHEREAS, Margie Green has been a long time resident of Laguna Woods since 2003.

NOW, THEREFORE, BE IT RESOLVED, that the Laguna Woods City Council does hereby deem it an honor and pleasure to extend this commendation to Margie Green on the occasion of her 105th birthday, with congratulations and best wishes for many more years to come.

Dated this 16th of October 2013

Robert B. Ring, Mayor

Attest: Marc Donohue, Deputy City Clerk

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6.1-6.7
CONSENT CALENDAR SUMMARY

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City of Laguna Woods Agenda Report

DATE: October 16, 2013 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 October 16, 2013 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 October 16, 2013 Consent Calendar contains the following items:

- 6.1 Approval of City Council meeting minutes from the September 18, 2013 regular meeting, as submitted.
- 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 September 2013 monthly Treasurer's Report, as submitted.
- 6.4 Approval of the October 16, 2013 Warrant Register, as submitted, in the total amount of \$460,866.73. A list of all warrants is included in the agenda packet; detailed information about individual warrants is available in the Finance Manager's office.
- 6.5 Approval of Amendment No. 2 to Master Funding Agreement No. C-1-2772, an agreement with the Orange County Transportation Authority (OCTA) allowing the City to participate in Measure M2 Comprehensive Transportation Funding Programs (CTFP). OCTA and the City previously entered into a Master Funding Agreement that defines the specific terms and conditions and funding responsibilities between the agencies for CTFP and Local Fair Share Program Net Revenues from April 1, 2011 to March 31, 2041. At OCTA's request, this amendment, in Article 3, Paragraph G, removes the 180 day time limit for conduct of an OCTA audit after project completion by the City, and instead allows such reviews after an acceptable final report has been submitted. In addition, in Article 6, the period of time that such audits may be conducted increases from four years to five years. There will be no material effect on the Master Funding Agreement.
- 6.6 Approval of a Second Memorandum of Understanding (2nd MOU) regarding a portion of Segment 3, Phase II of the Moulton Smart Street Project, with the Golden Rain Foundation (GRF) for the payment of funds saved during project construction on GRF property as mitigation for property acquired to complete the Phase 2 improvements. In June 2012, the City Council approved an agreement with the GRF for the acquisition of property and appropriate mitigation measures required for completion of the Moulton Parkway Smart Street Phase 2 project. In March 2013, the City Council approved a Memorandum of Understanding that committed the City and GRF to implement modifications to the Laguna Woods Village golf course and reduce planned mitigation measures for the adjacent Village Garden Center. This 2nd MOU clarifies how currently identified and potential future cost savings from the reduction in mitigation measures will be recognized and conveyed to the GRF. It calls for the County of Orange to pay the City \$529,905.83, the total of the contract change orders to date, which will then

be conveyed to GRF within ten days of receipt. The City is only required to convey to GRF the amounts paid by the County of Orange.

- 6.7 Approval of an agreement with PMC for as needed planning services. The term of the agreement would be from execution through June 30, 2016 with the possibility of two extensions of no more than one fiscal year at a time 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 August 30, 2013 and six proposals were received in response (AEI-CASC, Lilley Planning Group, MIG|Hogle-Ireland, PMC, Project Dimensions, and Rincon Consultants). Three firms were selected by staff for interviews, after which the unanimous recommendation was PMC based on the breadth of services their firm is able to provide, their vast experience providing contract staffing services to other cities, and their well-developed quality control process. PMC is currently under contract with the City for General Plan Safety Element update services and staff has found them to be knowledgeable and timely with their work.

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6.1
MINUTES

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**CITY OF LAGUNA WOODS, CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
September 18, 2013
2:00 P.M.**

I. CALL TO ORDER

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

II. FLAG SALUTE

Councilmember Hack led the flag salute.

III. ROLL CALL

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

STAFF PRESENT: City Manager Macon, Assistant City Manager Reilly, City Attorney
 Cosgrove, Deputy City Clerk Donohue

IV. PRESENTATIONS

4.1 2012 Food Facility Awards

- Bona Pita – 24310 Moulton Parkway
- Carl's Jr. – 24342 El Toro Road
- Olive Garden – 24256 El Toro Road
- Starbucks Coffee – 24338 El Toro Road
- Starbucks Coffee – 24100 El Toro Road
- Stater Bros Market – 24336 El Toro Road
- Subway Sandwiches – 24338 El Toro Road
- Subway Sandwiches – 23582 Moulton Parkway
- Tomo Sushi Restaurant – 24338 El Toro Road

Mayor Ring presented the certificates to the representatives from Olive Garden, Bona Pita, and Carl's Jr.

V. CITY COMMENDATIONS AND PROCLAMATIONS

5.1 Proclamation – Constitution Week, September 17-23, 2013

Mayor Ring presented the proclamation to Joyce Brockett, member, Daughters of the

American Revolution Aliso Canyon Chapter. Ms. Brockett made remarks.

5.2 Proclamation – Fire Prevention Week, October 6-12, 2013

Mayor Ring presented the proclamation to Division Chief Brice, Orange County Fire Authority. Chief Brice made remarks.

VI. CONSENT CALENDAR

Moved by Mayor Pro Tem Robbins, seconded by Councilmember Connors, and carried unanimously to approve Consent Calendar Items 6.1 – 6.4.

6.1 Approved the City Council meeting minutes from the August 21, 2013 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 August 2013 monthly Treasurer's Report.

6.4 Warrant Register

Approved the September 18, 2013 Warrant Register in the amount of \$393,893.48

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Amendment to City Manager Employment Agreement

City Attorney Cosgrove summarized the agenda report.

Moved by Councilmember Hatch, seconded by Councilmember Hack, and carried unanimously to approve an amendment to the City Manager Employment Agreement extending the initial period of time to define goals and objectives for the City Manager's employment.

Mayor Ring recognized Councilmember Connors contributions to the Ad Hoc Committee on City Manager Transition and Oversight and noted that the transition period went smoothly.

Moved by Councilmember Hack, seconded by Councilmember Connors, and carried unanimously to dissolve the Ad Hoc Committee on City Manager Transition and Oversight.

Councilmember Hatch stated that the City Manager Goals and Objectives Committee would be a good idea.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried unanimously to appoint Councilmember Hatch and Councilmember Hack to an Ad Hoc City Manager Goals and Objectives Committee through December 18, 2013 to formulate recommendations to the City Council for initial goals and objectives for the City Manager's employment.

8.2 Appointment to the Public Safety Committee

Mayor Ring summarized the agenda report.

Moved by Councilmember Hack, seconded by Councilmember Connors, and carried unanimously to ratify Mayor Ring's nomination appointing Jerry Gross to serve as member of the Public Safety Committee.

8.3 Fiscal Year 2013-14 Budget & Work Plan

City Manager Macon summarized the agenda report.

Assistant City Manager provided the City Council information on the potential annexation of the remaining unincorporated islands located within the City's sphere of influence.

Councilmember Hack stated there should be clarification with the City of Laguna Hills pertaining to land off of Santa Maria Avenue.

City Manager Macon stated that the first step would be to address the unincorporated areas of the City. He noted that discussion about incorporated areas that might belong to another stakeholders could be addressed when the City has its discussion with the Orange County Local Agency Formation Commission (LAFCO).

Councilmember Hack asked if they City is insured for the free flu shot event.

City Manager Macon stated that City is one of many participating agencies in the event. He noted that the flu shots themselves will be dispensed by the Orange County Health Care Agency.

City Attorney Cosgrove stated that the City has an agreement that includes mutual waivers and indemnifications that frees the City from any risk.

Councilmember Connors asked if it would be possible to run this event by the California Joint Powers Insurance Authority (CJPIA).

City Attorney Cosgrove answered affirmatively.

Councilmember Connors asked how many people are likely to show up for the event.

City Manager Macon referenced the same event that took place in 2010, where over three hundred flu shots were provided in a two hour period.

Moved by Councilmember Connors, seconded by Councilmember Hatch, and carried unanimously to modify the Fiscal Year 2013-14 Work Plan as proposed.

Mayor Ring and Councilmember Connors both volunteered to serve on the Ad Hoc Economic/Community Development Committee.

Mayor Ring stated that one of the Committee's goal would be to make the City of Laguna Woods a more business friendly city.

Moved by Councilmember Connors, seconded by Councilmember Hack, and carried unanimously to appoint Mayor Ring and Councilmember Connors to an Ad Hoc Economic/Community Development Committee through June 30, 2014 to identify potential business, development, and permit-related service and regulatory improvements.

Councilmember Connors stated that the building and planning services fee study would benefit the City.

Moved by Councilmember Hatch, seconded by Councilmember Hack, and carried unanimously to approve a transfer of \$25,000 from the City Council Contingency account to the Community Development Contract-Other account to fund the preparation of a building and planning services fee study.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Robbins, and carried unanimously to approve a transfer of \$22,080 from the unallocated General Fund balance to the Capital Improvement Program (City Hall Fund) to fund the preparation of design/bid documents for an interior reconfiguration of City Hall and authorize the addition of said work to the existing contract with obrARCHITECTURE, Inc

Moved by Councilmember Hack, seconded by Councilmember Hatch, and carried unanimously to approve the establishment of a special funds budget for Point of Dispensing Activities in the amount of \$10,000 to be funded by the County of Orange.

IX. COMMITTEE REPORTS

9.1 Transportation Corridor Agencies (Councilmember Hack)

Councilmember Hack reported that the Agency is working on cash-less toll roads and encouraged the use of transponders.

9.2 Orange County Library Board (Mayor Pro Tem Robbins)

Mayor Pro Tem Robbins reported that there had been no meeting since the last meeting of the City Council.

9.3 Orange County Fire Authority (Councilmember Hatch)

Councilmember Hatch reported that there had been no meeting since the last meeting of the City Council. He complimented Chief Brice's performance.

At Councilmember Hatch's request, Chief Bryce discussed various ways to prevent fires in the community.

9.4 Southern California Water Committee (Councilmember Hack)

Councilmember Hack reported that the Committee is discussing how to bring water south since Southern California will be experiencing much dryer weather in the coming years.

9.5 Coastal Greenbelt Authority (Councilmember Conners)

Councilmember Conners reported that there had been no meeting since the last meeting of the City Council. She encouraged residents to visit the wilderness area located at the Woods End Wilderness Park trailhead.

Councilmember Hatch stated that the trail from the Nix Nature Center is also worth visiting.

9.6 Vector Control District Board (Mayor Pro Tem Robbins)

Mayor Pro Tem Robbins reported that no dead birds were found in the City or any neighboring cities. He encourage residents to wear jackets in the evening to prevent mosquito bites.

X. PUBLIC COMMENTS

Shari Horne, resident, discussed a petition opposing fracking. She encouraged the City Council to oppose the signing of Senate Bill 4 (SB 4).

XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

11.1 Reports on Meetings Attended per Government Code §53232.3.

A. Water Advisory Committee, September 6, 2013: Councilmember Hack.

Councilmember Hack reported that the Orange County Sanitation District made a presentation pertaining to preserving water.

11.2 Other Meetings, Comments and Announcements

Mayor Ring announced the upcoming Great Laguna Woods Goods Exchange.

XII. CLOSED SESSION – None

XIII. ADJOURNMENT

The meeting was adjourned at 3:13 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, October 16, 2013 at Laguna Woods City Hall 24264 El Toro Road, Laguna Woods, CA 92637.

MARC DONOHUE, Deputy City Clerk

Adopted: October 16, 2013

ROBERT B. RING, Mayor

6.2
WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(NO REPORT)

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6.3 TREASURER'S REPORT

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City of Laguna Woods
Monthly Treasurer's Report
September 30, 2013

CASH ON HAND

1. Investments/General Fund

Local Agency Investment Fund	\$ 7,860,327
Subtotal	\$ 7,860,327

2. Investments/Transportation Fund

Local Agency Investment Fund	\$ 331,130
Subtotal	\$ 331,130

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

Petty Cash Funds	\$ 830
Analyzed Checking Account	\$ 608,989
Subtotal	\$ 609,819
 TOTAL	 \$ 8,801,276

Note: LAIF reports interest earnings quarterly.

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6.4 WARRANT REGISTER

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CITY OF LAGUNA WOODS
WARRANT REGISTER
October 16, 2013

Check Number	Check Date	Vendor Name	Description	Amount
PREPAID WARRANTS:				
<i>Automatic Bank Debits</i>				
Debit	09/05/2013	TAKECARE/WAGE WORKS	Flexible Spending Account (FSA 125) Reimbursements	250.00
Debit	09/12/2013	ADP PAYROLL SERVICES	Pay Period Ended 9/6/2013	35,882.20
Debit	09/12/2013	ICMA RETIREMENT CORPORATION	Pay Period Ended 9/6/2013	1,679.43
Debit	09/12/2013	ADP PAYROLL SERVICES	Processing Charges/Payroll 9/6/2013	129.05
Debit	09/26/2013	ADP PAYROLL SERVICES	Pay Period Ended 9/20/2013	35,552.70
Debit	09/26/2013	ICMA RETIREMENT CORPORATION	Pay Period Ended 9/20/2013	1,679.43
Debit	09/26/2013	ADP PAYROLL SERVICES	Processing Charges/Payroll 9/20/2013	127.12
Debit	09/30/2013	BANK OF AMERICA	Bank Account Service Fees	24.00
<i>Other</i>				
114009	09/18/2013	AFLAC	Employee Benefit Program/October 2013	153.50
114010	09/18/2013	CA MUNICIPAL TREASURER'S ASSOC.	Replace Voided Ck #113787/Investor Workshop/Jones	75.00
114011	09/18/2013	CALIFORNIA YELLOW CAB	Non-Emergency Medical Transportation/August 2013	6,267.00
114012	09/18/2013	CIVIL SOURCE	Inspection/CDBG Storm Drain Project	852.50
114013	09/18/2013	CNA	Employee Benefit Program/October-December 2013	410.36
114014	09/18/2013	* KONE INC.	City Hall/Elevator Repair	7,488.60
114015	09/18/2013	MANAGED HEALTH NETWORK	Employee Benefit Program/September 2013	22.23
114016	09/18/2013	PV MAINTENANCE INC.	Street Maintenance/August 2013	9,363.98
114017	09/18/2013	REDFLEX TRAFFIC SYSTEMS	Redlight Camera/August 2013	8,750.00
114018	09/18/2013	* RUTAN & TUCKER, LLP	Attorney Services/May 2013	3,977.21
114019	09/18/2013	WAGE WORKS	Benefit Administration/September 2013	50.00
114020	09/25/2013	AT&T	Telephone/581-3974/August 2013	80.00
114021	09/25/2013	AT&T	Telephone/583-1105/August 2013	16.48
114022	09/25/2013	AT&T	Telephone/458-3487/September 2013	33.40

CITY OF LAGUNA WOODS
WARRANT REGISTER
October 16, 2013

Check Number	Check Date	Vendor Name	Description	Amount
114023	09/25/2013	CAA	Code Enforcement/August 2013	6,462.50
114024	09/25/2013	CALIFORNIA EMERGENCY PHYSICIAN	New Employee Screening/Rodriguez	45.00
114025	09/25/2013	CALIFORNIA YELLOW CAB	Taxi Voucher Service/August 2013	17,918.00
114026	09/25/2013	CALPERS - HEALTH	Employee Benefit Program/October 2013	3,710.83
114027	09/25/2013	CALPERS - RETIREMENT	Retirement Contributions/Period Ending 9/20/13	6,362.55
114028	09/25/2013	CIVIL SOURCE	Engineering Services/August 2013	48,193.59
114029	09/25/2013	CIVIL SOURCE	Engineering Services/July 2013	26,211.62
114030	09/25/2013	CSMFO	Employee Benefit Program	25.00
114031	09/25/2013	EL TORO WATER DISTRICT	City Hall Utilities/September 2013	28.00
114032	09/25/2013	EL TORO WATER DISTRICT	City Hall Utilities/September 2013	110.61
114033	09/25/2013	HILLSIDE CONSTRUCTORS	Bond Release/GP-769	1,000.00
114034	09/25/2013	KONE INC.	Elevator Maintenance/September 2013	234.19
114035	09/25/2013	MANAGED HEALTH NETWORK	Employee Benefit Program/October 2013	22.23
114036	09/25/2013	MIG HOGLE-IRELAND	Review of Circulation Element	761.25
114037	09/25/2013	ORANGE COUNTY REGISTER-NOTICES	Public Notices/August 2013	194.70
114038	09/25/2013	PEAK LIGHTING & ELECTRIC, INC.	Streetlight Maintenance/September 2013	704.52
114039	09/25/2013	PRINCIPAL FINANCIAL GROUP	Employee Benefit Program/October 2013	393.64
114040	09/25/2013	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Program	14,609.00
114041	09/25/2013	SCOTT FAZEKAS & ASSOCIATES	Plan Review Services/August 2013	950.00
114042	09/25/2013	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance/August 2013	1,191.60
114043	09/25/2013	SOUTHERN CALIFORNIA EDISON	City Hall Utilities/September 2013	2,301.63
114044	09/25/2013	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers/September 2013	104.81
114045	09/25/2013	STEVE ORR CONSTRUCTION	Waste Diversion Deposit Refund/BP 36274D	900.00
114046	09/25/2013	YOLIE TRIPPY	Employee Benefit Program/September 2013	93.50
114047	09/25/2013	VANTAGEPOINT TRANSFER AGT-457	457 Plan Contribution/September 21013	1,900.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
October 16, 2013**

Check Number	Check Date	Vendor Name	Description	Amount
114048	09/25/2013	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program/October 2013	137.03
114049	10/02/2013	ALLIED MECHANICAL AIR SYS, INC.	Quarterly Maintenance/July-September 2013	701.00
114050	10/02/2013	BALLIET, MICHAEL	Waste Consulting/August-September 2013	2,826.25
114051	10/02/2013	THE BEE DETECTIVE	Building Maintenance	375.00
114052	10/02/2013	CAPTIONING UNLIMITED	Closed Captioning/Council Meeting/September 2013	200.00
114053	10/02/2013	CITY OF LAGUNA BEACH	Animal Control Services/September 2013	7,513.00
114054	10/02/2013	COASTAL CANYON BUILDERS	Waste Diversion Deposit Refund/BP 37194C	250.00
114055	10/02/2013	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program/October 2013	328.45
114056	10/02/2013	MARC DONOHUE	Employee Benefit Program	145.00
114057	10/02/2013	EL TORO WATER DISTRICT	Linear Park Irrigation/September 2013	749.08
114058	10/02/2013	EL TORO WATER DISTRICT	Dog Park Irrigation/September 2013	19.50
114059	10/02/2013	JONES, ERNESTINE	Employee Benefit Program/September 2013	347.30
114060	10/02/2013	ANNE KARTSMAN	Taxi Voucher Refund	45.00
114061	10/02/2013	LANGDON DEVELOPMENT, INC.	Waste Diversion Deposit Refund/BP 36219B	250.00
114062	10/02/2013	MYKATON CONSTRUCTION	Waste Diversion Deposit Refund/BP 37431C	500.00
114063	10/02/2013	OFFICE DEPOT	Office Supplies	106.20
114064	10/02/2013	OFFICEMAX INC.	Office Supplies	239.41
114065	10/02/2013	ONE WAY CONSTRUCTION	Waste Diversion Deposit Refund/BP 37245C	250.00
114066	10/02/2013	REILLY, DOUGLAS C.	Employee Benefit Program	503.99
114067	10/02/2013	LORRAINE ROACH	Taxi Voucher Refund	27.50
114068	10/02/2013	ROVICS CONSTRUCTION INC.	Waste Diversion Deposit Refund/BP 37232B	250.00
114069	10/02/2013	MARCIA SCHWARTZ	Taxi Voucher Refund	13.00
114070	10/02/2013	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance/August 2013	1,918.00
114071	10/02/2013	SONITROL	Alarm Monitoring/October 2013	60.68
114072	10/02/2013	SOUTHERN CALIFORNIA EDISON	Residential Streetlights/United/September 2013	1,710.37

**CITY OF LAGUNA WOODS
WARRANT REGISTER
October 16, 2013**

Check Number	Check Date	Vendor Name	Description	Amount
114073	10/02/2013	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers/September 2013	885.84
114074	10/02/2013	SOUTHERN CALIFORNIA EDISON	Ridge Route Park/September 2013	56.32
114075	10/02/2013	SOUTHERN CALIFORNIA EDISON	City Centre Park/September 2013	27.90
114076	10/02/2013	WARE DISPOSAL	Sharps Containers/August 2013	742.56
114077	10/02/2013	WLC ARCHITECTS	City Hall Generator/Architectural/August 2013	2,746.88
114078	10/02/2013	WM CURBSIDE, LLC	Waste Collection/August 2013	2,614.50
114079	10/07/2013	ATLAS HOME DESIGN	Waste Diversion Deposit Refund/BP 36982B	500.00
114080	10/07/2013	CALEB CONSTRUCTION, INC.	Waste Diversion Deposit Refund/BP 36670D	900.00
114081	10/07/2013	CALIFORNIA BLDG STANDARDS COMM.	Building Permit Assessment/3rd Quarter 2013	719.10
114082	10/07/2013	* CIVIL SOURCE	Engineering Services/April 2013	20,273.47
114083	10/07/2013	FOLEY, PATRICK	Employee Benefit Program	269.91
114084	10/07/2013	GARY GATES	Employee Benefit Program/October 2013	323.24
114085	10/07/2013	JEANNETTE HAWKINSON	Taxi Voucher Refund	50.00
114086	10/07/2013	KONICA MINOLTA	Copier Lease/October 2013	483.84
114087	10/07/2013	MICHAEL BRANDMAN ASSOCIATES	EIR/Specific Plan/August 2013	910.04
114088	10/07/2013	SEA POINTE CONSTRUCTION	Waste Diversion Deposit Refund/BP 37553B	250.00
114089	10/07/2013	SOUTHERN CALIFORNIA WATER COMM.	Annual Dinner/Hack	200.00
114090	10/07/2013	FREDA SULLIVAN	Taxi Voucher Refund	13.00
114091	10/07/2013	WM CURBSIDE, LLC	Waste Collection/July 2013	750.00
Total Prepaid Warrants				299,475.32
REGULAR WARRANTS:				
114092	10/09/2013	AT&T	Telephone/452-0600/September 2013	382.71
114093	10/09/2013	AT&T	Telephone/639-0500/September 2013	187.51

CITY OF LAGUNA WOODS
WARRANT REGISTER
October 16, 2013

Check Number	Check Date	Vendor Name	Description	Amount
114094	10/09/2013	AT&T	Telephone/770-9359/September 2013	16.35
114095	10/09/2013	BANK OF AMERICA - CC	Credit Card Charges/September 2013	470.65
114096	10/09/2013	CATHEY H BERTOT	Waste Diversion Deposit Refund/BP 37399B	250.00
114097	10/09/2013	CALEB CONSTRUCTION, INC.	Waste Diversion Deposit Refund/BP 36253C	250.00
114098	10/09/2013	ELLA CAMPBELL	Taxi Voucher Refund	50.00
114099	10/09/2013	COMMPRO	Website Hosting/October 2013	295.00
114100	10/09/2013	CYNTHIA CONNERS	October 2013/Auto Allowance	300.00
114101	10/09/2013	COUNTY OF ORANGE - WATER QUALITY	Pollution Response/Fiscal Year 2013-14	243.00
114102	10/09/2013	DEPARTMENT OF CONSERVATION	Quarterly SMIP Fee/3rd Quarter 2013	303.61
114103	10/09/2013	EL TORO WATER DISTRICT	Landscape Irrigation/September 2013	7,331.64
114104	10/09/2013	GREAT CLEANING SERVICE	Janitorial Services/September 2013	783.35
114105	10/09/2013	GREEN MONSTER SHREDDING	Recycling Service/September 2013 Event	500.00
114106	10/09/2013	JEFF HAMILTON	Taxi Voucher Refund	50.00
114107	10/09/2013	ROBERT NOEL HATCH	October 2013/Auto Allowance	300.00
114108	10/09/2013	SHIRLEY HENDERSON	Taxi Voucher Refund	20.00
114109	10/09/2013	AMELIA HERNENDEZ	Taxi Voucher Refund	55.00
114110	10/09/2013	KONICA MINOLTA	Copier Charges/July-September 2013	220.50
114111	10/09/2013	LANGDON DEVELOPMENT, INC.	Waste Diversion Deposit Refund/BP 37079/BP 36128	1,150.00
114112	10/09/2013	MIG	Planning Services/Specific Plan/August 2013	3,570.00
114113	10/09/2013	MYKATON CONSTRUCTION	Waste Diversion Deposit Refund/BP 37211B	250.00
114114	10/09/2013	NIEVES LANDSCAPE, INC.	Landscape Maintenance/October 2013	11,387.91
114115	10/09/2013	O.C. TREASURER - SHERIFF	Sheriff Services/September 2013	115,749.25
114116	10/09/2013	ORKIN	Pest Control/October 2013	92.93
114117	10/09/2013	PATIO MASTERS	Permit Cancellation/BP 36124A	89.50
114118	10/09/2013	PMC	Safety Element Update Services	8,572.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
October 16, 2013**

Check Number	Check Date	Vendor Name	Description	Amount
114119	10/09/2013	RING, ROBERT	October 2013/Auto Allowance	300.00
114120	10/09/2013	RUTAN & TUCKER, LLP	Attorney Services/August 2013	6,499.00
114121	10/09/2013	SDB ENTERPRISES	Waste Diversion Deposit Refund/BP 36337C	250.00
114122	10/09/2013	SYNOPTIK	IT Services/October 2013	1,215.00
114123	10/09/2013	K TURNER	Waste Diversion Deposit Refund/BP 35590C	250.00
114124	10/09/2013	BEATRICE ZIMBALIST	Taxi Voucher Refund	6.50
Total Regular Warrants				161,391.41

Total Register 460,866.73

September Credit Card Statement Detail

Debit	BANK OF AMERICA	Annual Fee	25.00
Debit	JERSEY MIKE'S	Luncheon Meeting	157.80
Debit	OC REGISTER	Newspaper Delivery	77.76
Debit	* AMAZON.COM	Conference Room Supplies/Coffeemaker	210.09

* FY 2012-13 Expenditures

6.5

**AMENDMENT NO. 2 TO MASTER FUNDING AGREEMENT NO. C-
1-2772 WITH THE ORANGE COUNTY TRANSPORTATION
AUTHORITY FOR MEASURE M2 COMPREHENSIVE
TRANSPORTATION FUNDING PROGRAMS**

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**AMENDMENT NO. 2 TO
AGREEMENT NO. C-1-2772**

PROJECT(s). If the review determines that any of the activities performed are ineligible for CTFP funding, AGENCY must return the amount of funding used to perform the ineligible activity to AUTHORITY in accordance with Article 4.G."

2. Amend **ARTICLE 6. AUDIT AND INSPECTION**, page 7 of 10, line 1, to delete "a period of four (4) years" and in lieu thereof insert "a period of five (5) years."

The balance of Agreement No. C-1-2772 remains unchanged

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement C-1-2772 to be executed as of the date first above written.

CITY OF LAGUNA WOODS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

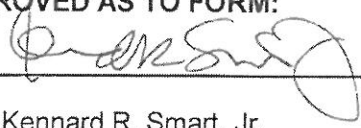
Robert Ring
Mayor

Meena Katakia
Manager, Capital Projects

ATTEST:

APPROVED AS TO FORM:

By:  _____

By:  _____

Marc Donohue
City Clerk

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

By: _____

David B. Cosgrove
City Attorney

Dated: _____

6.6

**SECOND MEMORANDUM OF UNDERSTANDING
WITH GOLDEN RAIN FOUNDATION FOR
MOULTON SMART STREET PHASE 2 PROJECT**

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**SECOND MEMORANDUM OF UNDERSTANDING REGARDING SEGMENT 3,
PHASE II OF MOULTON SMART STREET PROJECT**

This Second Memorandum of Understanding regarding a portion of Segment 3, Phase II of the Moulton Smart Street Project ("2nd MOU") is made by and between the Golden Rain Foundation of Laguna Woods ("GRF"), a California non-profit mutual benefit corporation, on the one hand, and the City Laguna Woods ("City"), a municipal corporation, on the other hand. GRF and the City shall be referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into a "Second Agreement Regarding a Portion of Segment 3, Phase II of the Moulton Smart Street Project" dated on or about July 6, 2012 ("Second Agreement"). The Second Agreement related to various portions of property GRF agreed to convey to the City, in order to effectuate construction of Segment 3/Phase II of the Moulton Smart Street Project ("Project"), and related matters on project construction and implementation.

B. The Second Agreement provided for the Parties to meet and confer regarding protective netting/screening between the Moulton Smart Street and the GRF's adjacent golf course. Both Parties retained golf course architect consultants, who reviewed the situation and made recommendations regarding the location and height of protective netting and screening, which were approved by the respective Parties. The maximum height of the mutually recommended protective netting/screening was 180 feet.

C. In part due to community opposition to protective netting/screening at this height, the GRF proposed an alternative protective netting/screening configuration, consisting of a proposal prepared by Rainville-Bye, golf course architects, dated February 14, 2013 ("Alternative Proposal"). The Alternative Proposal provided for netting of 120 feet in height, with different materials and placement in different locations, but was dependent upon physical modifications to the adjacent golf course, Hole Number One, to improve errant ball safety relative to Moulton Parkway. The City's golf course architect, Casey O'Callaghan, reviewed the Alternative Proposal and provided a favorable professional opinion that the Alternative Proposal would provide proper mitigation for the project. The alternative design was approved by the City Council at its regular meeting of March 20, 2013.

D. The Parties effectuated the Alternative Proposal consistent with the schedule of the contractor hired by the County of Orange to construct the Project through a Memorandum of Understanding regarding a portion of Segment 3, Phase II of the Moulton Smart Street Project (the "MOU"). The MOU provided that the "City also agrees to cooperate reasonably with the GRF and the County of Orange in attempting to allow the GRF to realize the value of any cost savings that may be realized to the Project from Garden Center changes or mitigation measures that the Project will not build as originally planned as may be mutually agreeable to the Parties, so long as such cost savings are recognized by the County of Orange as eligible for conveyance to the GRF consistent with restrictions on the Project's project funding sources and County of Orange policies and procedures."

E. The Parties now wish to clarify the meaning of allowing the GRF to realize the value of any cost savings that may be realized by the Project by memorializing this agreement.

NOW, THEREFORE, in consideration of all of the foregoing, the Parties do hereby agree as follows:

1. Implementation of Memorandum of Understanding regarding a portion of Segment 3, Phase II of the Moulton Smart Street Project (the "MOU"). The Parties recognize and agree that the MOU that they executed in March 2013 has been implemented or is in the process of being implemented in accordance with its terms and with the cooperation of the County of Orange.

2. Recognition of Cost Savings and Conveyance to the GRF. The MOU recognized that the Alternative Proposal would require closure of the Garden Center Annex and that the Parties had not at that time clarified all of the other specifics of the Project's plans, nor clarified all opportunities that may exist for cost savings to the Project. The Parties agreed to continue to meet and confer on these topics. The City also agreed to cooperate reasonably with the GRF and the County of Orange in attempting to allow the GRF to realize the value of any cost savings that may be realized by the Project from changes or mitigation measures that might result from approved change orders from the original design of the Project, so long as such cost savings were recognized by the County of Orange as eligible for conveyance to the City and thence to the GRF, consistent with restrictions on the Project's project funding sources and County of Orange policies and procedures.

3. Identified or Future Cost Savings. The City, in cooperation with the County of Orange, has identified cost savings related to the elimination or reduction in mitigation measures for the Garden Center and the reduction in netting required for the Project. Copies of the executed County of Orange's Contract Change Orders (CCO) are attached. The Project cost savings for the elimination or reduction in mitigation measures for the Garden Center total \$369,175.00 (Exhibit A – CCO No. 11 to Agreement No. D12-076). The Project cost savings from the reduction in netting totals \$160,730.83 (Exhibit B – CCO No. 6 to Agreement No. D12-076). Future cost savings related to the GRF's properties may be identified as the Project progresses. If so, the City will work with the County of Orange to realize any savings through CCOs that could be conveyed to the GRF.

4. Conveyance to City and to GRF. City agrees to provide a copy of this 2nd MOU to the County of Orange with invoices for, respectively, \$369,175.00 and \$160,730.83. Contingent upon payment by the County of Orange of these invoices, City shall, within ten days of receipt from the County, deliver a check to GRF for the combined amount of \$529,905.83. If the County of Orange does not pay the invoices in the amounts presented, or pays only a lesser amount, the City shall be required only to forward to GRF such amounts as are approved and paid by the County of Orange. If future cost savings related to the GRF's properties are identified, the City will work with the County of Orange to realize these savings through additional CCOs and convey them to the GRF.

5. Time of the Essence. Time is of the essence with respect to each and every provision hereof.

6. Attorneys' Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this 2nd MOU, or because of any alleged dispute, breach, default or misrepresentation in connection with the 2nd MOU, the successful or prevailing party shall be entitled to recover actual attorneys' fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled.

7. Entire Agreement. This 2nd MOU contains the entire agreement of the Parties with regard to the 2nd MOU and supersedes any prior written or oral agreements between them regarding the 2nd MOU. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto, relating to the 2nd MOU that are not fully expressed herein. No amendment or modification of this 2nd MOU will be valid unless made in writing and approved in writing by the parties to be bound thereby. The parties agree that this requirement for written modifications may not be waived, and that any attempt at waiver shall be void. Except as otherwise expressly set forth herein, each and every provision of the Second Agreement and the MOU shall remain in full force and effect.

Dated: _____

GOLDEN RAIN FOUNDATION OF LAGUNA
WOODS, a California non-profit mutual benefit
corporation

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Robert J. Mulvihill, Esq.

Dated: _____

CITY LAGUNA WOODS, a municipal corporation

By: _____

Name: Christopher Macon

Title: City Manager

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

By: _____

Name: David B. Cosgrove

Title: City Attorney

**OC PUBLIC WORKS
CONTRACT CHANGE ORDER NO. 11
AGREEMENT NO. D12-076**

For Construction of: Moulton Parkway Widening Segment 3, Phase II - From 400' No. of El Toro Rd. to 500' No. of Santa Maria Ave.

To: Griffith Company

You are hereby directed to make the following described changes from the plans and specifications, or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities and prices to be paid as determined in accordance with the Specifications. As directed by the Engineer, provide all labor, equipment and materials to perform the following work in accordance with *Section 3-2 Changes Initiated by the Agency* of the Standard Specifications for Public Works Construction and the Special Provisions:

I. Elimination of the following Contract Bid Items, as directed by the Engineer;

- A. Bid Item No. 126 Remove Chain Link Fence.
- B. Bid Item No. 135 Slurry Seal.
- C. Bid Item No. 147 Chain Link Fence.
- D. Bid Item No. 153 15 Gallon - Fruit Trees (Specialty).
- E. Bid Item No. 154 Landscape Soil (Restoration Areas) (Specialty).
- F. Bid Item No. 155 Garden Plot Fencing With Gate.
- G. Bid Item No. 156 Recycled Wood Headers (2 Layers of 2X6).
- H. Bid Item No. 158 Garden Center Irrigation Works Restoration.

Compensation for the above change(s) will be as follows:

Decrease in Bid Item Quantity at Contract Unit Price:

Description	Unit	Quantity	Unit Price	Total
A. Decrease reflected in Bid Item No. 126, Remove Chain Link Fence, delete 400LF [(-)100%] at \$5.20/LF...	LF	-400.00	\$5.20	-\$2,080.00
B. Decrease reflected in Bid Item No. 135 Slurry Seal delete 2,600 SF [(-) 100%] at \$1.60/SF...	SF	-2,600.00	\$1.60	-\$4,160.00
C. Decrease reflected in Bid Item No. 147 Chain Link Fence, delete 482 LF [(-) 100%] at \$40.00/LF...	LF	-482.00	\$40.00	-\$19,280.00
D. Decrease reflected in Bid	EA	-153.00	\$135.00	-\$20,655.00

Item No. 153 15 Gallon – Fruit Trees (Specialty) delete 153 EA [(-) 100%] at \$135.00/EA...				
E. Decrease reflected in Bid Item No. 154 Landscape Soil (Restoration Areas) (Specialty), delete 1 LS [(-) 100%] at \$50,000.00/LS...	LS	-1.00	\$50,000.00	-\$50,000.00
F. Decrease reflected in Bid Item No. 155 Garden Plot Fencing With Gate, delete 2,400 LF [(-) 100%] at \$67.00/LF...	LF	-2,400.00	\$67.00	-\$160,800.00
G. Decrease reflected in Bid Item No. 156 Recycled Wood Headers (2 Layers of 2X6), delete 610 LF [(-) 100%] at \$20.00/LF...	LF	-610.00	\$20.00	-\$12,200.00
H. Decrease reflected in Bid Item No. 158 Garden Center Irrigation Works Restoration, delete 1 LS [(-) 100%], at \$100,000.00/LS...	LS	-1.00	\$100,000.00	-\$100,000.00
			Subtotal:	-\$369,175.00
TOTAL COST OF THIS DIRECTIVE.....				-\$369,175.00

SUMMARY OF CONTRACT COST STATUS:

Original Contract award: \$9,302,214.25
This Change (-)\$369,175.00

By reason of this change order, the time for completion shall remain unchanged.

We, the undersigned contractor, agree that if this proposal is accepted, we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified. In addition, our signature offers and indicates acceptance of prices quoted herein as full compensation for all direct and indirect costs for all work described above, and as full compensation for any effects this change may have on the project in its entirety and/or on the time required to complete the project. Final costs for Time and Materials work, if any, shall be based upon approved Daily Extra Work Reports.

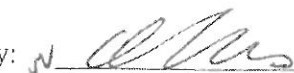
Acceptance Date: 8/30/13 Contractor: Griffith Company

By:  Title: _____
Print Name: Mac A. Tarrosa - Division Mgr

Approved as to Form
County Counsel

By:  Date: 7/29/13

Submitted By:  7-22-13 Approval Recommended:  7/23/13
G.W. Zaun
Principal Construction Inspector Ju Kim, P.E.
Engineering Supervisor

Approved By:  Date: 9/3/13
Octavio Rivas, P.E., Manager – OC Construction
OC Public Works/OC Engineering

FILE: ER09004

**OC PUBLIC WORKS
CONTRACT CHANGE ORDER NO. 6
AGREEMENT NO. D12-076**

RCS

For Construction of: Moulton Parkway Widening Segment 3, Phase II - From 400' No. of El Toro Rd. to 500' No. of Santa Maria Ave.

To: Griffith Company

You are hereby directed to make the following described changes from the plans and specifications, or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities and prices to be paid as determined in accordance with the Specifications. As directed by the Engineer, provide all labor, equipment and materials to perform the following work in accordance with *Section 3-2 Changes Initiated by the Agency* of the Standard Specifications for Public Works Construction and the Special Provisions:

1. Adjustment to Bid Item No. 76 Golf Course Netting (Specialty), per revised plan sheet CN1 attached to this Contract Change Order, Station 118+75+/- to Station 120+25+/-, as directed by the Engineer.

Compensation for the above change(s) will be as follows:

Adjustment in Compensation at an Agreed Upon Lump Sum Price:

Description	Unit	Quantity	Unit Price	Total
A. Decrease in compensation for modifications, to Bid Item No. 76 Golf Course Netting (Specialty), per revised plan Station 118+75+/- to Station 120+25+/-, at the agreed upon lump sum price of.....	LS	1.00	-\$160,730.83	-\$160,730.83
			Subtotal:	-\$160,730.83
TOTAL COST OF THIS DIRECTIVE.....				-\$160,730.83

SUMMARY OF CONTRACT COST STATUS:

Original Contract award: \$9,302,214.25
This Change (-)\$160,730.83

By reason of this change order, the time for completion shall remain unchanged.

We, the undersigned contractor, agree that if this proposal is accepted, we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified. In addition, our signature offers and indicates acceptance of prices quoted herein as full compensation for all direct and indirect costs for all work described above, and as full compensation for any effects this change may have on the project in its entirety and/or on the time required to complete the project. Final costs for Time and Materials work, if any, shall be based upon approved Daily Extra Work Reports.

Acceptance Date: 7-2-13 Contractor: Griffith Company

By: Ryan J. Aukerman Title: Ryan J. Aukerman - VP/Regional Mgr
Print Name: Ryan J. Aukerman - VP/Regional Mgr

Approved as to Form
County Counsel

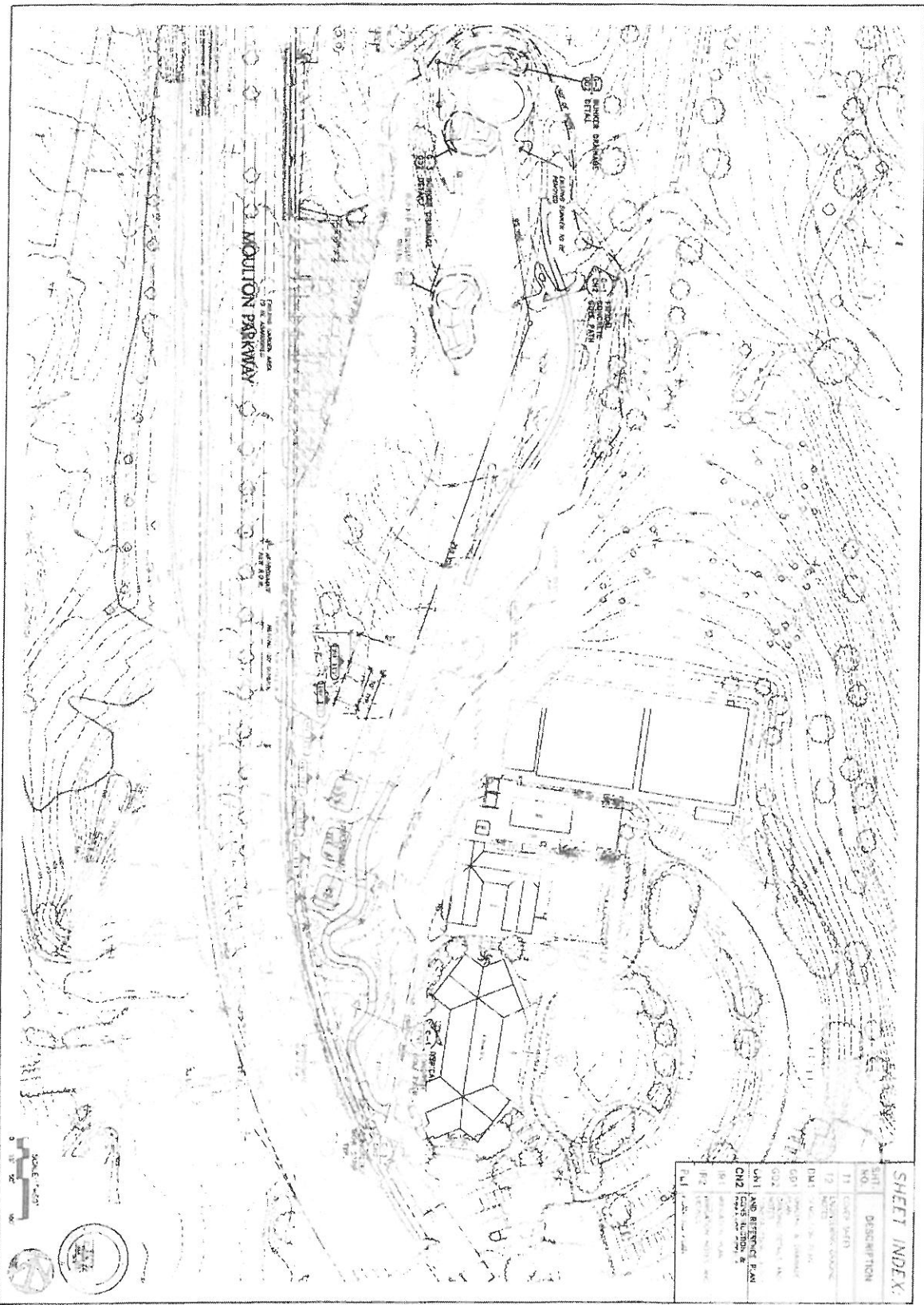
By: [Signature] Date: 6-20-13

Submitted By: G.W. Zaun 6-12-13
G.W. Zaun Date
Principal Construction Inspector

Approval Recommended: [Signature] 6/14/13
J. Kim, P.E. Date
Engineering Supervisor

Approved By: [Signature]
Octavio Rivas, P.E., Manager – OC Construction
OC Public Works/OC Engineering

Date: 7/1/13



SHEET INDEX	
SHEET NO.	DESCRIPTION
11	CONTRACT
12	CONTRACT
13	CONTRACT
14	CONTRACT
15	CONTRACT
16	CONTRACT
17	CONTRACT
18	CONTRACT
19	CONTRACT
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CONSTRUCTION LAYOUT AND REFERENCE PLAN HOLE #1 - COURSE #2 LAGUNA WOODS VILLAGE GOLF COURSE 2412 HO-10N PARKWAY LAGUNA WOODS, CALIFORNIA 92653		GOLDEN RAIN FOUNDATION OF LAGUNA WOODS 24351 ELTON ROAD LAGUNA WOODS, CALIFORNIA 92657 TEL: (714) 762-5412		DATE: 10/1/83 DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]
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PHASE: 1ST. CITY SUBMITTAL SET. NOT FOR CONSTRUCTION - 18 MARCH, 2013

6.7
AGREEMENT FOR AS NEEDED PLANNING
SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
PMC**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ____ day of _____ 2013, by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and PMC ("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 a maximum of two time 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 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 receive approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

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

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

(c) If 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: PMC
Attn: President
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

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 _____
Philip O. Carter, President Date _____

APPROVED AS TO FORM:

David Cosgrove, City Attorney Date _____

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall function as a lead planner overseeing the processing of discretionary development applications, including, but not limited to, General Plan amendments, zone changes, development agreements, specific plans, site development permits, conditional use permits, variances, subdivision maps, and environmental reviews.

CONSULTANT shall be available on short-term notice to provide planning services on an as needed, task-order basis for specific discretionary development applications. When CITY receives an application for which consulting services are required, CITY shall distribute the application materials and a scope of work to CONSULTANT. CONSULTANT shall begin work on each project within two (2) business days of receipt from CITY and comply with all applicable governmental processing times, including, but not limited to, the California Permit Streamlining Act; and CITY standards as may change and be communicated to CONSULTANT in writing, from time to time.

CONSULTANT shall designate a primary point of contact to whom CITY shall distribute all new application materials and scopes of work. CONSULTANT's primary point of contact or a designated alternate point of contact shall be available by telephone at all times during regular business hours, Monday through Friday, 8 a.m. to 5 p.m., excluding federal holidays.

As required by CITY, CONSULTANT shall provide, coordinate, and manage a full spectrum of responsibilities necessary to process discretionary development applications [e.g., preparing resolutions, ordinances, reports, California Environmental Quality Act (CEQA) determinations and documentation (including peer reviews), General Plan amendments, project schedules, and comments; coordinating comments amongst CITY staff, consultants, applicants, and the public; making presentations to the City Council and citizen advisory committees; and, facilitating and participating in meetings].

CONSULTANT shall provide a secure file transfer protocol (FTP) or similar electronic system to allow for the electronic transmittal of application materials, scopes of work, and miscellaneous correspondence and documentation between CITY and CONSULTANT.

CONSULTANT shall also provide a secure FTP or similar electronic system to allow for the electronic transmittal of plans, plan review comments, and miscellaneous correspondence and documentation between CITY, CONSULTANT, applicants, and other parties ("ePlan Check").

EXHIBIT "B"
COMPENSATION

The processing of all Conditional Use Permits, Variances, Zone Changes, and Site Development Permits, as well as the preparation of all Initial Studies/Negative Declarations shall be undertaken at a rate of \$95 per hour. No additional costs for any work performed under this AGREEMENT shall occur above the \$95 per hour rate without CONSULTANT receiving prior written approval for such services by CITY. When authorized, CONSULTANT's other rates shall be as follows:

Comprehensive Planning Services		Sustainability	
Project Director/Advisor	\$180/hour	Project Director/Advisor	\$180/hour
Principal Planner	\$150/hour	Principal Climate Change Analyst	\$145/hour
Project Manager	\$150/hour	Program Manager	\$160/hour
Assistant Project Manager	\$120/hour	Conservation & Resource Planning	
Senior Planner	\$120/hour	Project Director/Advisor	\$180/hour
Land Use Planner	\$120/hour	Senior Conservation Planner	\$100/hour
Associate Planner	\$95/hour	Conservation Planner	\$95/hour
Assistant Planner	\$75/hour	Biology	
Planning Technician	\$65/hour	Project Director/Advisor	\$180/hour
Environmental Services		Senior Biologist	\$120/hour
Project Director/Advisor	\$180/hour	Associate Biologist	\$95/hour
CEQA Project Manager	\$150/hour	GIS	
Senior Environmental Planner	\$150/hour	GIS Analyst	\$100/hour
Associate Environmental Planner	\$95/hour	Housing & Redevelopment	
Urban Design & Revitalization		Project Manager	\$125/hour
Project Director/Advisor	\$180/hour	Senior Housing Planner	\$95/hour
Senior Urban Designer	\$165/hour	Associate Housing Planner	\$80/hour
Urban Designer	\$105/hour	Grant Technician	\$75/hour
Transportation Services		Management Services	
Project Director/Advisor	\$180/hour	Principal	\$180/hour
Transportation Planner	\$150/hour	Associate Principal	\$175/hour
Public Outreach		Senior Associate	\$170/hour
Project Director/Advisor	\$180/hour	Municipal Finance	
Senior Public Information Officer	\$120/hour	Project Director/Advisor	\$180/hour
Public Information Officer	\$95/hour	Municipal Finance Manager	\$145/hour
Public Engagement Coordinator	\$90/hour	Municipal Finance Coordinator	\$125/hour
Creative Services		Municipal Finance Analyst	\$85/hour
Graphics Production Manager	\$100/hour	Meeting Facilitation	
Graphic/Web Designer	\$90/hour	Facilitation Services	\$120/hour
Grant Writing		Administrative Services	
Principal Grant Writer	\$80/hour	Technical Editor	\$85/hour
Assistant Grant Specialist	\$70/hour	Administrative Support	\$65/hour

Hourly rates are all inclusive, with the exception of plan check, permit, and other related fees; reproduction; oversized and specialty printing; and, courier/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 (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, provision of required electronic systems.

Rates will not increase for the term of 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

ITEM 6.7

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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8.1

**AMENDMENT TO ORANGE COUNTY FIRE
AUTHORITY JOINT POWERS AUTHORITY
AGREEMENT**

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City of Laguna Woods Agenda Report

DATE: October 16, 2013 City Council Meeting

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

AGENDA ITEM: Amendment to Orange County Fire Authority Joint Powers Authority Agreement

Recommended Actions

1. Approve the Second Amendment to the Amended Orange County Fire Authority Joint Powers Authority Agreement and direct the City Manager to execute the amendment subject to approval as to form by the City Attorney.

AND

2. Authorize the City Attorney to join in supporting the Orange County Fire Authority's validation action, when filed, seeking to obtain a judicial declaration of the validity of the Second Amendment to the Amended Orange County Fire Authority Joint Powers Authority Agreement.

Background

The Orange County Fire Authority (OCFA) was formed in 1995 to provide fire protection and related services to the County of Orange and 18 member cities. In subsequent years, five additional cities (including the City of Laguna Woods) have become members of OCFA. The original joint powers authority agreement (JPA) was amended in September 1999, and renewed in 2010 by the First Amendment to the Amended Joint Powers Authority Agreement. OCFA currently operates under the Amended JPA, as modified by the First Amendment. The term of the JPA runs through 2030, though member cities have the option to withdraw in 2020.

OCFA's 24 member agencies pay for fire services through either the structural fire fund or cash contracts. The City of Laguna Woods and 15 other member agencies

pay for fire services through the structural fire fund, which is maintained by the County of Orange and was in place prior to Proposition 13. A fire tax (included in the 1% basic levy) is collected by the County from property owners in these 16 jurisdictions, accumulated in the structural fire fund, and then paid to OCFA.

Cash contract cities were not part of the structural fire fund prior to Proposition 13, and therefore they do not have a fire tax as a portion of their 1% property tax levy. Instead, cash contract cities pay for OCFA services through payments from their general funds. The cash contract charges are based on OCFA's annual budget and include a cap provision to control the maximum annual increase.

Discussion

Structural Fire Fund Equity Concerns

For OCFA, "equity" refers to the extent to which the revenue received from a member agency bears a reasonable relationship to the cost of service that a member receives. OCFA has a long history of studying equity issues and has implemented prior actions to address equity through the joint powers authority.

In March 2012, the City of Irvine raised renewed concerns about equity to the OCFA Board of Directors. The City indicated that, lacking action to mitigate their concerns, they intended to exercise their option to withdraw from OCFA in 2020. Furthermore, the City of Irvine initiated a special study to assess the feasibility of forming an independent fire department. In response, the OCFA Board formed an Ad Hoc Equity Committee for the purposes of studying the equity issues. Guiding principles adhered to during discussions of potential equity solutions included:

- Identify a solution that is feasible within OCFA's financial framework
- Identify a solution that can be supported by OCFA member agencies, including the City of Irvine
- Continue providing excellent service to all OCFA members
- Gain long-term organizational stability

The Ad Hoc Equity Committee met over a period of 18 months, provided direction to staff for the exploration of potential equity solutions, and ultimately approved a proposed equity model for consideration by the OCFA Board of Directors and individual member agencies.

The proposed solution for addressing the equity concerns is referred to as the Enhanced Hybrid Model. The model would require equity payments to be issued by OCFA to those structural fire fund members deemed eligible under the formula. A Second Amendment to the Amended JPA is required in order to implement the model. Key terms included in the proposed Second Amendment are:

- Structural fire fund agencies contributing more than the average share of the 1% property tax to OCFA will be eligible for equity payments
- Eligibility for equity payments will be determined annually, based on a formula prescribed in the Second Amendment
- Irvine may receive additional equity payments if the amount of property tax revenue that OCFA receives from Irvine grows in excess of 3.5% annually
- For all agencies except Irvine, a five-year phase-in period will apply for the value of equity payments, in order to ease the impact on OCFA's budget
- Equity payments will be issued by OCFA using unrestricted sources of revenue
- Structural fire fund members and cash contract members not eligible for equity payments shall not be required to pay additional amounts to OCFA as a result of the equity payments
- Irvine must commit to remain with OCFA through 2030

In addition to approving the above terms in the form of the Second Amendment, the OCFA Board of Directors approved two additional actions at its September 26, 2013 meeting:

1. Directed staff to pursue the delivery of in-kind services for agencies impacted by the five-year phase-in; and
2. Authorized staff and General Counsel to commence a validation in the Orange County Superior Court to obtain a judicial declaration of the validity of the Second Amendment.

These actions will be pursued following approval of the Second Amendment by OCFA's member agencies, which is required by two-thirds of the members in order to become effective (16 of OCFA's 24 member agencies).

Validation Action

The concept of pursuing a validation action resulted from a recommendation made by OCFA's city managers. The Superior Court would be asked to determine the validity of using unrestricted revenue sources in OCFA's budget for the payment

of equity payments to member agencies. If that process is determined to be valid, future challenges of its legality would be precluded.

OCFA's General Counsel has advised that the appropriate time to submit a request for validation action is after the Second Amendment to the Amended JPA becomes an enforceable contract, which would be upon approval by two-thirds of OCFA's individual member agencies. Member agencies may authorize their city attorneys to join in supporting OCFA's validation action, if desired.

Fiscal Impact

At this point, OCFA is projecting that the cities of Laguna Woods, Irvine, Rancho Santa Margarita, and San Juan Capistrano, as well as the County of Orange, will qualify to receive equity payments under the proposed formula. The City's total projected equity payment through Fiscal Year 2029-30 is \$502,524.

Fiscal Year	Projected Equity Payment (Revenue)	Fiscal Year	Projected Equity Payment (Revenue)
2013-14	-	2022-23	\$34,075
2014-15	\$6,518	2023-24	\$35,234
2015-16	\$13,456	2024-25	\$36,433
2016-17	\$20,908	2025-26	\$37,672
2017-18	\$28,826	2026-27	\$38,954
2018-19	\$29,807	2027-28	\$40,279
2019-20	\$30,821	2028-29	\$41,649
2020-21	\$31,870	2029-30	\$43,066
2021-22	\$32,954	TOTAL	\$502,524

There will be some additional legal expenses should the City Council authorize the City Attorney to join in supporting OCFA's validation action; however, the exact amount is unknown and dependent on how the judicial process unfolds.

Conclusion

Staff and Councilmember Hatch – the City Council's representative on the OCFA Board of Directors – support the proposed Second Amendment to the Amended JPA, particularly in light of the organizational stability it would provide for OCFA, as well as the financial benefits projected for the City.

Attachment: Second Amendment to the Amended Orange County Fire Authority Joint Powers Agreement

**SECOND AMENDMENT TO AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This Second Amendment ("Second Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Second Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when executed by a sixteenth member; provided that if a sixteenth member has not executed this Second Amendment by June 30, 2014, then it shall be void and shall not go into effect.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, the members wish to amend the 1999 Amended Agreement and the First Amendment as set forth below to modify their joint financing of the Fire Services to promote financing equity among the members, to preserve the existing membership, to better assure future revenues that will continue to support the provision of high quality of Fire Services throughout the Authority's service area, and retain all other unamended terms of the 1999 Amended Agreement and First Amendment.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement and First Amendment as follows:

AGREEMENT

1. *Article IV, Section 3, Subdivision A shall be amended to read as follows:*

A. Structural Fire Fund; Cash Contract Cities. County receives Structural Fire Fund property taxes ("SFF") from the unincorporated area and from properties located within the following member Cities: Irvine, Dana Point, Laguna Hills, Laguna Woods, Laguna Niguel, La Palma, Mission Viejo, San Juan Capistrano, Villa Park, Yorba Linda, Cypress, Los Alamitos, Lake Forest, Rancho Santa Margarita, and Aliso Viejo. These cities and the County together make up the "SFF Jurisdictions." On behalf of the cities from which the County receives SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules. The member Cities which the County does not receive SFF are Santa Ana, Stanton, Tustin, Buena Park, Placentia, Westminster, Seal Beach, and San Clemente (collectively, "Cash Contract Cities").

2. *Article IV, Section 4 shall be deleted in its entirety and replaced with the following new Section 4:*

4. Equity. The following calculations and actions shall be performed by the Authority each fiscal year:

A. Over-Funded Structural Fire Fund (SFF) Jurisdictions.

(1) The total estimated property tax revenue levied and allocated to the Authority, prior to accounting for delinquencies, and including secured, unsecured, nonoperating utility (SBE), and homeowner's exemptions shall be determined ("Total SFF Revenue Figure"). For the FY 2012/13 this amount was stated as \$179,768,901.52 in the Auditor-Controller Report titled

"AT68AD-73 Orange County Auditor Controller Accumulation of Combined Prior Year Levy and Current Year ATI" as the "Total SFF Revenue Figure."

(2) The total Assessed Value, net of successor agency former project area incremental value, for all SFF jurisdictions shall be determined (the "Total AV Figure"). For the FY 2012/13 this amount was stated as \$155,506,390,761 in the Auditor-Controller report titled *"AT04VC-74 Orange County Auditor Controller District Values Used to Set Tax Rates"* and was identified as the "Total L&I (Land and Improvements), Total Secured and Unsecured Value for the Orange County Fire Authority Total Jurisdiction."

(3) The Total AV Figure shall be multiplied by 1% (the basic levy tax rate) to determine the total value of the 1% basic levy for all SFF Jurisdictions for the fiscal year (the "SFF Basic Levy Figure"). For reference, in FY 2012/13, this calculated figure was \$1,555,063,907.61.

(4) The Total SFF Revenue Figure shall be divided by the SFF Basic Levy Figure for the same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Average SFF Rate" for the fiscal year. For reference, in FY 2012/13 the Average SFF Rate was 11.56%. The 2012/13 calculation is as follows:

$$\text{\$179,768,901.52} / \text{\$1,555,063,907.61} = 0.115602$$

(5) A "Jurisdictional SFF Rate" shall be determined for each SFF Jurisdiction as follows:

- a. The total property tax revenue allocated from all tax rate areas in the SFF Jurisdiction to the Authority, prior to accounting for delinquencies, and including secured, unsecured, utility (SBE), and homeowner's exemptions, but excluding revenue on successor

agency incremental value in tax rate areas assigned to former redevelopment agencies, shall be determined ("Jurisdictional SFF Revenue Figure"). By way of example, for FY 2012/13 this determination would be made by (1) taking, for each tax rate area in the SFF Jurisdiction, the total assessed value of the tax rate area as reported in the Auditor Controller TRA Summary Detail Reports for the secured, unsecured, SBE, and homeowner's exemptions, (2) multiplying the total assessed value by 1%, and (3) multiplying the product by the Authority's share of the general levy tax rate in the tax rate area as stated in the "*Auditor Controller Report AT68AH71 Section 99 Factor Report by TRA*," which would yield property tax revenue allocated from that tax rate area to the Authority. This calculation would be made for all tax rate areas within the SFF Jurisdiction, and the results would be added together to yield the Jurisdictional SFF Revenue Figure.

- b. The total Assessed Value, net of successor agency former project area incremental value (AV), for the SFF Jurisdiction shall be determined (the "Jurisdictional AV Figure").
- c. The Jurisdictional AV Figure shall be multiplied by 1% to determine the total value of the 1% basic levy of the SFF Jurisdiction for the fiscal year (the "Jurisdictional Basic Levy Figure").
- d. The Jurisdictional SFF Revenue Figure shall be divided by the Jurisdictional Basic Levy Figure for the

same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Jurisdictional SFF Rate" for the fiscal year.

(6) For those SFF Jurisdictions whose Jurisdictional SFF Rate is greater than the Average SFF Rate ("the Over-Funded SFF Jurisdictions"), a Jurisdictional Equity Adjustment Payment ("JEAP") shall be calculated using the data sources cited above and the following formula:

$$(\text{Jurisdictional SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01) - (\text{Average SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01)$$

(7) The JEAPs calculated in subdivision (6) shall be paid by the Authority in two equal payments in December and April each fiscal year, provided that the Authority has received its distribution of property tax revenues in or before such months.

(8) The JEAP payments in subdivision (6) shall be made according to the following phase-in schedule:

<u>Fiscal Year</u>	<u>Irvine</u>	<u>Other Jurisdictions</u>
FY 2013/14	100%	0%
FY 2014/15	100% (a)	25%
FY 2015/16	100% (b)	50%
FY 2016/17	100%	75%
FY 2017/18 and thereafter	100%	100%

a. The timing of payment for FY 2014/15 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (Operating Revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. (For purposes of this Agreement "Operating Revenues" includes Unrestricted General Fund Revenues and SFF revenues. If the General Fund is not

balanced, as defined above, then 25% of the calculated JEAP will be paid to the City of Irvine in FY 2014/15, and the remaining 75% will be paid to the City of Irvine no later than FY 2016/17. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include interest.

b. The timing of payment for FY 2015/16 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (operating revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. If the General Fund is not balanced, as defined above, then 50% of the calculated JEAP will be paid to the City of Irvine in FY 2015/16, and the remaining 50% will be paid to the City no later than FY 2017/18. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include any interest.

(9) Neither Cash Contract Cities nor SFF jurisdictions that are not determined to be Over-Funded SFF Jurisdictions by these calculations shall receive any JEAP, nor will they be required to make additional payments to the Authority due to these calculations. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs paid pursuant to this Section 4.

B. Additional Equity Adjustment for SFF Revenue from the City of Irvine. The following calculations and actions shall be performed by the Authority each fiscal year:

(1) Beginning with Fiscal Year 2013/14, the City of Irvine shall receive an additional JEAP equal to the amount, if any, that the

Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP payment calculated in Section 4.A(6), exceeds that year's corresponding annual Not-To-Exceed amount ("NTE") as set forth in Section 4.B(2) below.

(2) The NTE for Fiscal Year 2013/14 shall be the amount of base SFF revenue that the Authority received from properties located within the City of Irvine jurisdiction in the Fiscal Year 2012/13, which was \$59,635,863, plus 3.5%. The NTE shall increase each fiscal year by 3.5%. The NTE for each fiscal year from 2013/14 to 2029/30 for the City of Irvine is therefore as follows:

FY 2013/14 SFF Revenue NTE:	$\$59,635,863 \times 1.035 = \$61,723,118$
FY 2014/15 SFF Revenue NTE:	$\$61,723,118 \times 1.035 = \$63,883,427$
FY 2015/16 SFF Revenue NTE:	$\$63,883,427 \times 1.035 = \$66,119,347$
FY 2016/17 SFF Revenue NTE:	$\$66,119,347 \times 1.035 = \$68,433,524$
FY 2017/18 SFF Revenue NTE:	$\$68,433,524 \times 1.035 = \$70,828,697$
FY 2018/19 SFF Revenue NTE:	$\$70,828,697 \times 1.035 = \$73,307,701$
FY 2019/20 SFF Revenue NTE:	$\$73,307,701 \times 1.035 = \$75,873,471$
FY 2020/21 SFF Revenue NTE:	$\$75,873,471 \times 1.035 = \$78,529,042$
FY 2021/22 SFF Revenue NTE:	$\$78,529,042 \times 1.035 = \$81,277,558$
FY 2022/23 SFF Revenue NTE:	$\$81,277,558 \times 1.035 = \$84,122,273$
FY 2023/24 SFF Revenue NTE:	$\$84,122,273 \times 1.035 = \$87,066,553$
FY 2024/25 SFF Revenue NTE:	$\$87,066,553 \times 1.035 = \$90,113,882$
FY 2025/26 SFF Revenue NTE:	$\$90,113,882 \times 1.035 = \$93,267,868$
FY 2026/27 SFF Revenue NTE:	$\$93,267,868 \times 1.035 = \$96,532,243$
FY 2027/28 SFF Revenue NTE:	$\$96,532,243 \times 1.035 = \$99,910,872$
FY 2028/29 SFF Revenue NTE:	$\$99,910,872 \times 1.035 = \$103,407,753$
FY 2029/30 SFF Revenue NTE:	$\$103,407,753 \times 1.035 = \$107,027,024$

(3) In any fiscal year in which the Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP calculated in Section 4.A(6), is greater than the NTE provided in Section 4.B.(2), the excess revenue shall be paid to the City of Irvine as an additional JEAP.

(4) Payment of this additional JEAP shall be made by the Authority to the City of Irvine in two equal payments in December and April of each fiscal year, provided that the Authority has received its distribution of the SFF in such months.

(5) Neither Cash Contract Cities nor SFF jurisdictions other than Irvine shall receive any additional JEAP as described in this Section 4.B., nor will they be required to make additional payments to the Authority due to these calculations or payments. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs or additional JEAPs paid pursuant to this Section 4.

C. Sources of JEAP Funds; Remedies; Amendment.

(1) Payments of JEAPs shall be made to the Over-Funded SFF jurisdictions from unrestricted revenues of the Authority (the "Unrestricted OCFA General Fund Revenues") provided that the use of said Unrestricted OCFA General Fund Revenues is not prohibited by any Federal or State law or regulation nor would the use violate the terms or restrictions contained in any grant or other agreement restricting the use of the designated revenue sources. For purposes of clarity, JEAPs shall be paid from the annual service charges paid by the Cash Contract Cities as well as from other non-property tax sources of unrestricted funds. SFF are restricted funds and shall not be used to pay JEAPs. No Cash Contract City annual service charges shall be increased to pay JEAPs.

(2) If a legal challenge is brought challenging this Second Amendment, the JEAPs shall continue to be calculated as provided in this Second Amendment. The Authority shall open a separate account into which the JEAPs shall be deposited, which shall bear interest at the same rate as the Authority's other authorized investments. The Authority shall provide an

accounting to the Over-Funded SFF Jurisdictions upon each JEAP deposit. The JEAPs so deposited into this account shall remain there until the resolution of the legal challenge. If this Second Amendment remains valid after the resolution of such legal challenge, all of the funds accumulated in such account shall be paid, with accrued interest, to the Over-Funded SFF Jurisdiction(s) and the Authority shall provide an accounting therefore.

(3) The City of Irvine may, notwithstanding Article VII, Section 1 of the 1999 Amended Agreement as amended by the First Amendment and this Second Amendment, withdraw from the Authority by transmitting written notice of its withdrawal to the Clerk of the Authority. Such notice shall provide at least two years' notice of the withdrawal, but the notice period may be more than two years, at the City of Irvine's discretion. The withdrawal shall be effective upon the expiration of the notice period in the notice of withdrawal, although in no case may the City of Irvine withdraw before June 30, 2020. This withdrawal provision applies to the following situations only: (1) a final judgment is entered declaring this Second Amendment to be void or otherwise affects a material term of this Second Amendment and the time in which to appeal such final judgment has passed; (2) the members approve any modification to this Second Amendment which the City of Irvine does not vote to approve; (3) there is a change in state legislation which prevents or reduces the payment of JEAPs to the City of Irvine as prescribed by this Second Amendment; or (4) the Authority materially breaches this Second Amendment. This provision shall not be interpreted to limit the remedies otherwise available to the City of Irvine if the Authority otherwise fails to make payment of the JEAPs when it is authorized to do so under this Second Amendment.

(4) This Second Amendment can only be amended if approved by two-thirds of the members of the Authority.

3. *Article VII, Sections 1.A. and B. are deleted in their entirety and replaced with the following:*

A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a Cash Contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such City. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

(2) Notwithstanding the preceding subsection (B)(1), in exchange for the JEAPs described in Article IV, Section 4, the City of Irvine shall not have the option to withdraw in 2020, except as provided in Article IV, Section 4(C)(3), or if the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made. In the event that the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made, the City of Irvine will be notified in writing by the Authority of this

condition as soon after July 1, 2018 as practicable, and in no event later than January 1, 2019. In that event, the City of Irvine will be able to withdraw in 2020 by providing written notice of such withdrawal no later than July 1, 2019. For purposes of clarity, the City of Irvine shall have the option to withdraw in 2030 and every ten years thereafter by complying with the notice provisions in subsection (B)(1) above.

4. This Second Amendment amends, as set forth herein, the 1999 Amended Agreement and the First Amendment and except as specifically amended herein, the 1999 Amended Agreement and the First Amendment shall remain in full force and effect. To the extent there is any conflict between this Second Amendment and the 1999 Amended Agreement and First Amendment, the terms and conditions contained in this Second Amendment shall control.

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

Dated: _____

By: _____

Shawn Nelson
Chairman of its Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF THE
BOARD

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

NOTICE TO COUNTY OF ORANGE TO BE
GIVEN TO:

Michael B. Giancola
County Executive Officer
10 Civic Center Plaza
Santa Ana, CA 92701

APPROVED AS TO FORM:

Nicholas S. Chrisos
County Counsel

By: _____

Dated: _____

[Signatures Continued on Page 14]

CITY OF LAGUNA WOODS

Dated: _____

By: _____

Christopher Macon
City Manager

ATTEST:

Marc Donohue
Deputy City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Phone: (949) 639-0500
Fax: (949) 639-0591

APPROVED AS TO FORM:

Rutan & Tucker

By: _____

David Cosgrove
City Attorney

8.2
LAGUNA LAUREL SPHERE OF INFLUENCE
ANNEXATION

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**City of Laguna Woods
Agenda Report**

DATE: October 16, 2013 City Council Meeting

TO: Honorable Mayor and City Council Members

FROM: Douglas C. Reilly, Assistant City Manager

AGENDA ITEM: Laguna Laurel Sphere of Influence Annexation

Recommendation

1. Approve a resolution making application to and requesting the Orange County Local Agency Formation Commission to take proceedings for the City to annex approximately 6 acres of property referenced as the Laguna Laurel Sphere of Influence Annexation, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, MAKING
APPLICATION TO AND REQUESTING THE ORANGE
COUNTY LOCAL AGENCY FORMATION COMMISSION
TO TAKE PROCEEDINGS PURSUANT TO THE
CORTESE-KNOX HERTZBERG LOCAL GOVERNMENT
REORGANIZATION ACT OF 2000 FOR THE CITY OF
LAGUNA WOODS TO ANNEX APPROXIMATELY 6
ACRES OF PROPERTY REFERENCED AS THE LAGUNA
LAUREL SPHERE OF INFLUENCE ANNEXATION

AND

2. Approve use of up to \$10,000 in the Community Development Contract-Other account for annexation expenses originally allocated from the City Council Contingency account for a building and planning services fee study.

Background

In April 2006, the City of Irvine proposed – and later adopted – a General Plan Amendment that modified the land use of property in the southwest portion of that city. As part of the environmental review process, the City of Laguna Woods and the

Irvine Company reached an agreement to annex three parcels, totaling approximately 171 acres (Laguna Laurel), to the City of Laguna Woods. The annexation was completed in 2008.

In addition to the Laguna Laurel Annexation, the City asked the Orange County Local Agency Formation Commission (LAFCO) to place an additional seven parcels, totaling approximately 6 acres that lie between the Laguna Laurel property and Laguna Canyon Road, in the City's sphere of influence. These parcels were impacted by the Laguna Canyon Road widening and realignment project. However, the City included these parcels in the required General Plan Amendments, pre-zoning, and sphere of influence modification in August 2007 so that they could be annexed into the City once roadway construction was complete.

The Laguna Laurel Annexation and Sphere of Influence parcels are identified in Attachments A and B.

In 2001, the Irvine Company recorded a Grant Deed of Conservation Easement on the Laguna Laurel Annexation parcels it owns. Its purpose has been to protect the natural, ecological, scenic, recreational, and educational value of that property. The City amended its General Plan in 2007 to ensure that the property would remain passive open space consistent with the permitted uses of the Grant Deed, designating the property and the sphere of influence parcels "Open Space." The City also modified its zoning designation for these properties to "Open Space – Passive." The County of Orange's "Planned Community" zoning designation was removed from the property upon completion of the annexation and sphere of influence designation.

Discussion

An annexation can be initiated in one of three ways including a landowner petition, a registered voter petition, or the adoption of a resolution by an affected agency. As the Laguna Laurel Sphere of Influence Annexation is a City-initiated project, the annexation is to be initiated through the adoption of a resolution requesting LAFCO to take the necessary proceedings for annexation. The City's application to the LAFCO would request the annexation of – now – up to 15 parcels comprising the Laguna Laurel Sphere of Influence Annexation (approximately 6 acres) into the City of Laguna Woods now that the Laguna Canyon Road reconstruction project has been fully completed. It appears that the original 7 sphere of influence parcels were subdivided during property acquisition for the Laguna Canyon Road reconstruction project.

If the City Council approves the staff recommendation, staff will submit the application package to the LAFCO. LAFCO staff typically takes about three to four months to review this type of application. Once LAFCO staff have completed their review and are ready to recommend an action, the LAFCO Commission will hold a public hearing to approve, approve with conditions, or deny the application. It is anticipated that the Laguna Laurel Sphere of Influence Annexation proposal would be heard by the Commission in spring of 2014.

Fiscal Impact

The resolution to initiate the Laguna Laurel Annexation is a City-initiated project. The cost associated with the annexation is expected to be less than \$10,000, which can be accommodated in the current budget by using funds originally allocated for a building and planning services fee study, the contract for which is for \$12,000 out of the \$25,000 allocated in the budget. Since the property will not be owned by the City and will remain open space, ongoing expenses for services (public safety) are expected to be minimal.

Environmental Review

The proposed project was included in the original Laguna Laurel Annexation, which was found to be categorically exempt from the requirements for the preparation of environmental documents under sections 15307 and 15325(a) of the California Environmental Quality Act – actions to preserve existing natural conditions.

Conclusion

The adoption of the attached resolution is a required step in the annexation of the Laguna Laurel Sphere of Influence property. Upon approval of the resolution a complete application will be submitted to the Orange County Local Agency Formation Commission.

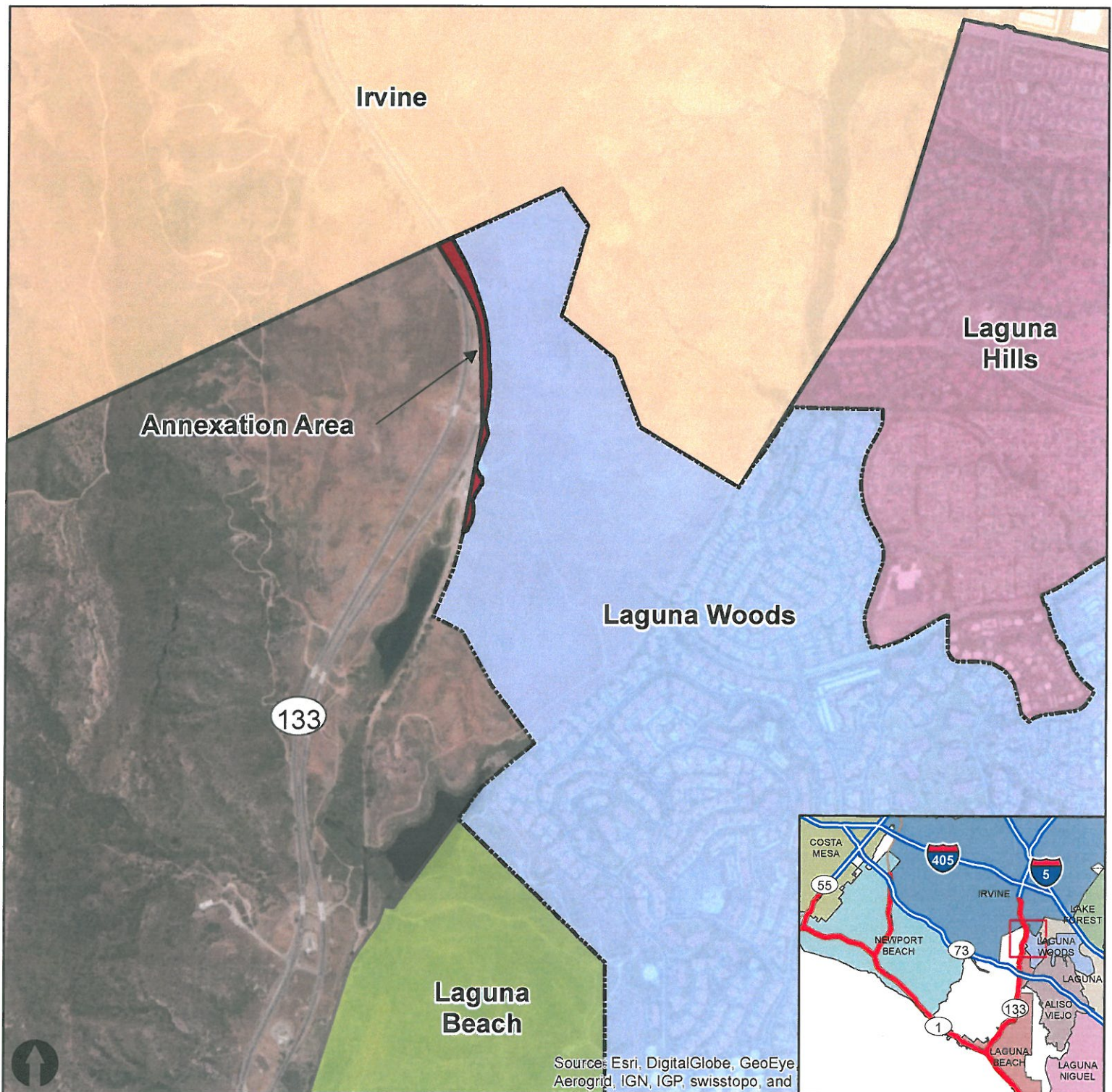
Attached:

- A. Exhibit A: Regional/Vicinity Map
- B. Exhibit B: Project Area Map
- C. Resolution Initiating the Laguna Laurel Annexation



Laguna Laurel Sphere of Influence Annexation

Attachment 8.2A



Legend

- Annexation Area
- Laguna Woods
- Laguna Hills
- Irvine
- Laguna Beach

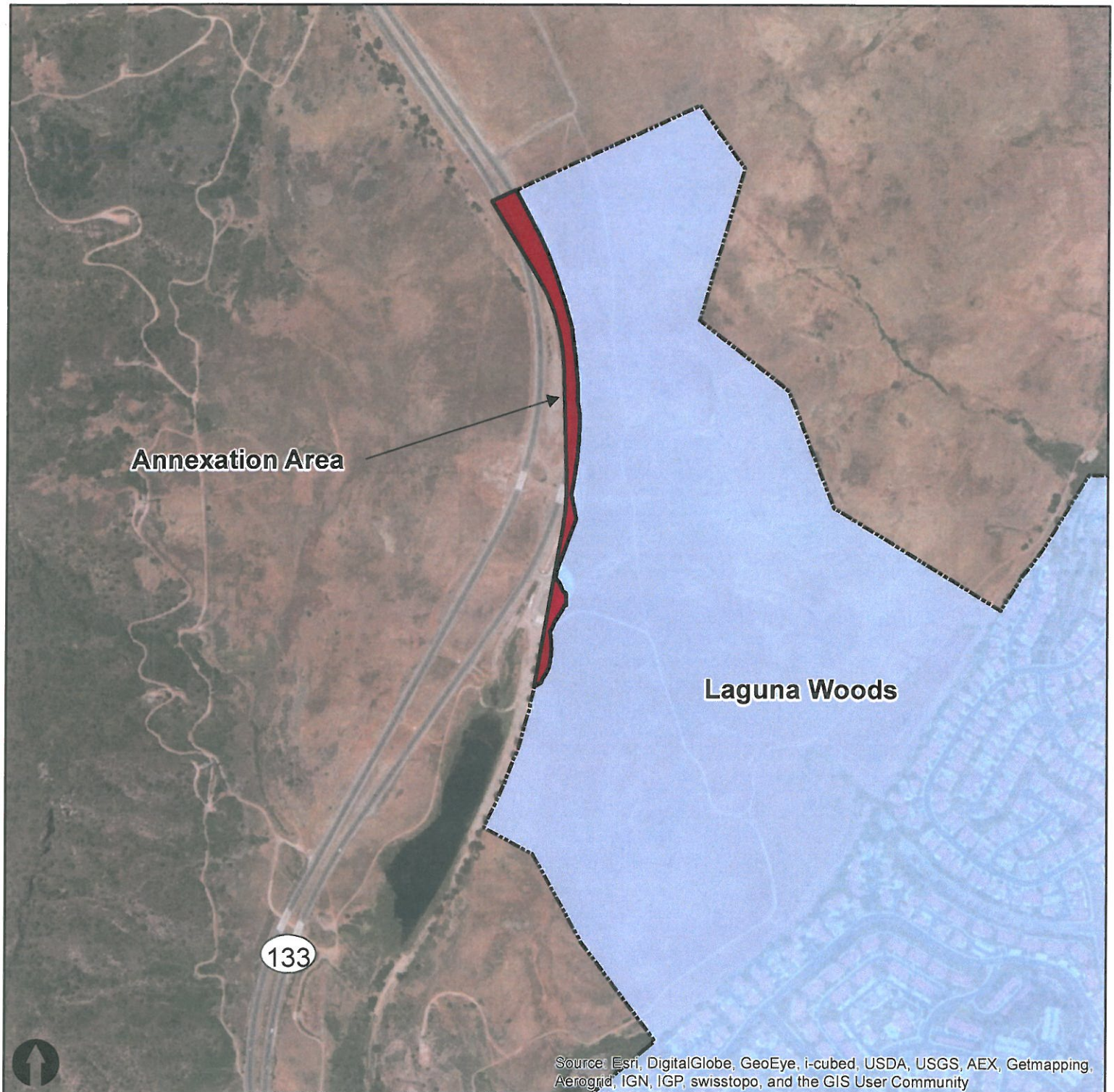
Regional/Vicinity
Map

October 7, 2013



Laguna Laurel Sphere of Influence Annexation

Attachment 8.2B



Legend

-  Annexation Area
-  Laguna Woods

Project Area Map

October 7, 2013

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS PURSUANT TO THE CALIFORNIA GOVERNMENT CODE SECTION 56658 FOR THE ANNEXATION OF PROPERTY (LAGUNA LAUREL SPHERE OF INFLUENCE) INTO THE CITY OF LAGUNA WOODS

WHEREAS, the City Council of the City of Laguna Woods desires to have the Orange County Local Agency Formation Commission, State of California (LAFCO) initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 for the annexation of approximately 6 acres hereinafter referred to as the Laguna Laurel Sphere of Influence Annexation; and

WHEREAS, the City Council of the City of Laguna Woods desires to annex territory in its sphere of influence totaling approximately 6 acres identified as the Laguna Laurel Sphere of Influence Annexation, generally bordered by the City of Irvine to the north, the City of Laguna Woods to the east and south, and Laguna Canyon Road to the west; and

WHEREAS, if approved by LAFCO, the City Council finds and determines that the annexation of this territory would constitute a reorganization of the boundaries between the County of Orange and the City of Laguna Woods; and

WHEREAS, the proposed sphere of influence annexation is a logical extension of the City of Laguna Woods jurisdictional boundaries and continues to preserve the land as natural open space;

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

SECTION 1. The above recitals are true and correct.

SECTION 2. Based upon the Notice of Exemption prepared for the Laguna Laurel Annexation Project in 2007, which included the parcels that were made a part of the City's sphere of influence, the City Council acknowledges that it found that no substantial evidence existed that the approval of the Resolution to initiate

proceedings for the Laguna Laurel Annexation then, nor the Laguna Laurel Sphere of Influence Annexation now, would have a significant effect on the environment as determined pursuant to the California Environmental Quality Act (CEQA) when it approved the issuance of the Notice of Exemption prepared with respect to the Laguna Laurel Annexation and Sphere of Influence dedication.

SECTION 3. The City Council of the City of Laguna Woods directs staff to prepare and submit to the Orange County Local Agency Formation Commission an application for annexation of approximately 6 acres referred to as the Laguna Laurel Sphere of Influence Annexation pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, as amended.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of October 2013.

RORBERT B. RING, 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. 13-____** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the _____ day of October 2013, by the following vote:

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

MARC DONOHUE, Deputy City Clerk

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8.3
CITY COUNCIL MEETING SCHEDULE

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City of Laguna Woods Agenda Report

DATE: October 16, 2013 City Council Meeting

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

AGENDA ITEM: City Council Meeting Schedule

Recommended Action

Approve the City Council meeting schedule through June 2014 as submitted.

Background

Earlier this year, the City Council approved a meeting schedule through December 2013. Additional meetings must be scheduled for the balance of the fiscal year.

Discussion

Regular meetings of the City Council are currently held on the third Wednesday of each month at 2 p.m. Staff is generally recommending a continuance of that regular meeting schedule with the addition of three adjourned regular meetings to provide sufficient time for consideration of the City's budget, priorities, and other matters. Specific scheduling and accompanying notes are attached.

Looking forward, it is staff's intent to recommend a City Council meeting schedule for the coming fiscal year as part of each annual budget process.

Fiscal Impact

Funding for City Council meetings is included in the current year budget.

Report Prepared by: Marc Donohue, Deputy City Clerk

Attachment: Recommended City Council Meeting Schedule

**CITY OF LAGUNA WOODS
CITY COUNCIL MEETING SCHEDULE**

MEETING DATE/TIME & TYPE	NOTES
Wednesday, October 30, 2013 at 2 p.m. Adjourned Regular Meeting	New addition to the previously approved schedule for 2013 / Consideration of building codes and other business
Wednesday, November 13, 2013 at 2 p.m. Adjourned Regular Meeting Cancelled	November 13, 2013 adjourned regular meeting cancelled
Wednesday, November 20, 2013 at 2 p.m. Regular Meeting	November 20, 2013 regular meeting rescheduled
Wednesday, December 18, 2013 at 2 p.m. Regular Meeting	
Wednesday, January 15, 2014 at 2 p.m. Regular Meeting	
Wednesday, February 19, 2014 at 2 p.m. Regular Meeting	
Wednesday, March 19, 2014 at 2 p.m. Regular Meeting Cancelled	March 19, 2014 regular meeting cancelled
Wednesday, April 16, 2014 at 2 p.m. Regular Meeting	
Wednesday, April 30, 2014 at 2 p.m. Adjourned Regular Meeting	Priorities workshop and other business
Wednesday, May 21, 2014 at 2 p.m. Regular Meeting	
Wednesday, June 18, 2014 at 2 p.m. Regular Meeting	
Wednesday, June 25, 2014 at 2 p.m. Adjourned Regular Meeting	Consideration of Fiscal Year 2014-15 budget adoption and other business

8.4 CITY COUNCIL ADVISORY COMMITTEES

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City of Laguna Woods Agenda Report

DATE: October 16, 2013 City Council Meeting

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

AGENDA ITEM: City Council Advisory Committees

Recommended Action

Provide input to staff regarding potential modifications to Administrative Policy 1.4, City Council Advisory Committees.

Background

The City Council initially adopted Administrative Policy 1.4 defining the role of City Council-appointed standing advisory committees in June 2000. The policy has been revised on numerous occasions since then, most recently in November 2008.

There are currently three City Council-appointed standing advisory committees: (1) Community Services, (2) Land Use & Design Review, and (3) Public Safety. Each committee consists of up to 11 members – a chair appointed by the City Council and two members nominated by each Councilmember. The areas of responsibility for each committee are outlined in Administrative Policy 1.4 (attached).

All three City Council-appointed standing advisory committees meet monthly at a regular date and time in the City Council Chambers. Some meetings are cancelled due to a lack of agenda items or a quorum. All meetings are open to the public and subject to the same agenda and noticing requirements of the Ralph M. Brown Act that apply to the City Council. The Brown Act applies regardless of the fact that the committees function in an advisory role to the City Council and staff.

Staff provide professional, administrative, and technical support to the committees, including participating in meetings; preparing agendas, reports, presentations, and recaps; and, posting and distributing agenda notices and packets.

Discussion

Staff is requesting City Council input on the following topics related to the City Council-appointed standing advisory committees with the goal of ensuring that the committees function 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 1.4 for review and consideration at a future City Council meeting.

Topic #1: Committee Appointment of Subcommittees

At various times in the past, City Council-appointed standing advisory committees have appointed their own subcommittees to aid in the performance of their duties. With the exception of a reference to subcommittee recommendations needing to be acted upon by the appointing standing advisory committee prior to being forwarded to the City Council, Administrative Policy 1.4 is silent on this topic.

Discussion Questions

- Should committees be able to appoint subcommittees?
 - If yes, what types of subcommittees should the committees be able to appoint: standing and/or ad hoc? Standing subcommittees are ongoing and broad in scope. Ad hoc subcommittees are limited in duration and scope. Standing subcommittees are subject to the agenda and noticing requirements of the Ralph M. Brown Act.
 - If yes, should the committees be able to appoint individuals other than their own members to serve on subcommittees?

Topic #2: Appointment of Committee Vice Chairs

Historically, City Council-appointed standing advisory committees have appointed a vice chair of their choosing from amongst their membership. The vice chair's role is simply to conduct meetings in the absence of the chair.

Discussion Questions

- Should committees continue to appoint their own vice chairs?
 - If no, how should committee vice chairs be appointed?

Topic #3: Annual Committee Activity Reports

Section 1.4.12 (Review of Activities by City Council) of Administrative Policy 1.4 requires each City Council-appointed standing advisory committee to prepare an annual report to the City Council “outlining its activities for the prior year.” That report is in addition to the recap documents that are prepared after every meeting.

Discussion Questions

- Should committees be required to prepare annual reports?
 - If yes, what are the City Council’s expectations for the reports?

Topic #4: Land Use & Design Review Committee Responsibilities

The Land Use & Design Review Committee was established in 2008 as part of a reorganization of the City Council-appointed standing advisory committees. The Committee acts in an advisory capacity to the City Council and staff on matters pertaining to community growth; land use and development standards; signage; urban run-off; and, the location of buildings, structures, and works. The Committee also serves as the City’s Landscape Advisory Committee, as defined by Chapter 4.26 (Tree Maintenance and Removal Standards) of the Municipal Code.

Land Use & Design Review Committee meeting agendas fluctuate in length due to the periodic nature of discretionary development applications. The Committee did not meet in September or October of this year due to a lack of agenda items. Four meetings during the 2012 calendar year were also cancelled for the same reason.

The previous City Manager had appointed a committee to advise her on a variety of environmental-related issues. That “Greening the Woods” Committee was not a City Council-appointed standing advisory committee and, as a result of its advisory nature to the previous City Manager, ceased to exist with her transition in roles.

Staff believe that the Land Use & Design Review Committee’s responsibilities could be modified to include the water conservation and energy efficiency issues that the Greening the Woods Committee previously advised staff on. Additionally, solid waste and recycling issues could be moved from the Community Services Committee’s purview to the Land Use & Design Review Committee to centralize public input on environmental issues and reduce the number of meetings cancelled due to a lack of agenda items. All of the existing responsibilities of the Land Use &

Design Review Committee would continue without modification, as would its City Council-appointed membership. To better reflect its expanded responsibilities, the Committee could be renamed “Planning & Environmental Services.”

Discussion Questions

- Is the City Council interested in modifying the Land Use & Design Review Committee’s responsibilities to include expanded environmental issues?

Fiscal Impact

Funding to support three City Council-appointed standing advisory committees is included in the current year budget.

Conclusion

City Council input on the four topics identified by staff, as well as any other issues of interest, will allow for the preparation of a revised draft of Administrative Policy 1.4 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.

Attachments: Existing Administrative Policy 1.4, City Council Advisory Committees
City Council-appointed Standing Advisory Committees Roster

CITY OF LAGUNA WOODS

ADMINISTRATIVE POLICY 1.4 CITY COUNCIL ADVISORY COMMITTEES

1.4.01 PURPOSE

To define responsibilities and authority of City Council appointed standing committees.

1.4.02 GENERAL POLICY

From time to time the City Council may establish standing advisory committees to assist in the operation and development of the City. These rules shall be interpreted to further the intent of the Council that citizen judgment, expertise and effort be given fair, reasonable and efficient channels to reach and benefit the government of the City.

1.4.03 ELIGIBILITY

Any person, whether or not a resident of the City, shall be eligible to serve on a City standing committee. The qualifications for memberships shall be interest, willingness and ability to contribute to the purpose of the committee. An individual may serve on only one standing committee.

1.4.04 APPOINTMENT

Unless otherwise specified by the City Council, members of standing advisory committees shall be appointed as follows:

- A. Each member of the City Council shall nominate two members who shall serve at the pleasure of the appointer.
- B. All standing committee appointees shall be ratified by a vote of the City Council sitting in a duly scheduled meeting.
- C. The Council as a whole shall appoint chairpersons of standing committees.

1.4.05 TERM

Standing Committee members shall serve for two-year terms, beginning in January of odd numbered years. Appointments to vacancies mid-term shall serve until the expiration of the original term, or until otherwise replaced by the appointer or the Council as a whole. Committee members may serve unlimited terms.

1.4.06 REMOVAL

- A. By appointer: A member of a standing committee may be discharged from his or her position and duties at any time, and without cause, by his/her appointer, by filing a written statement with the City Clerk providing the following information:
- The facts of such removal.
 - The name of the person being removed.
 - The date such removal is effective.
- B. By Council as a whole: A member of a standing committee may be discharged from his/her position and duties, for cause, by a motion and subsequent approval of a 4/5 (four of five councilmembers) vote of the City Council at a duly scheduled meeting of the Council.

1.4.07 MEETINGS

Standing committees shall hold regularly scheduled meetings once a month at a date and time fixed by the committee. All meetings shall be open to the public and shall conform to appropriate provisions of the “Ralph M. Brown Act” (Brown Act). Special meetings may be called by the chair of the committee or upon written request of a majority of its members. Committee members are expected to attend meetings on a regular basis.

1.4.08 QUORUM

A majority of the members currently appointed to a committee shall constitute a quorum of that committee, and a quorum shall be required for a committee to conduct any business. A majority of the members present at a duly constituted meeting shall be required to carry a motion.

1.4.09 PROCEDURE

- A. Subject to the requirements of the Brown Act and/or unless otherwise specifically provided by law, committees shall establish their own rules for conducting meetings and doing business.
- B. It shall be the duty of each committee member to attend meetings and take an active part in committee discussions. Absence from three consecutive meetings without the formal consent of the committee shall be deemed to constitute retirement of the committee member, and the position shall automatically become vacant.

1.4.10 PUBLIC STATEMENTS

No committee or committee member shall make a financial commitment, political or other endorsement, statement of position on legislation, or commit or speak in anyway on behalf of the City, without first obtaining the express consent of the City Council. Said consent shall be by motion and approval of the City Council at duly convened meeting of the Council. Nothing in these rules shall be construed, however, to inhibit or forbid political or other activity, in a purely individual capacity, by any member of a standing committee, so long as such member does not purport to speak for, or as a member of, such committee.

No member of any committee shall speak on behalf of that committee or issue any statement purporting to be on behalf of a committee without the express written approval of the City Manager. Unless so authorized, committee members who wish to speak on a subject within the purview of their committee may identify themselves as a committee member, but shall state that they do not speak on behalf of the City or any committee and that the opinion they offer is their own personal opinion.

1.4.11 REPORTS - DISSENT

When any committee submits a report or recommendations to the City Council, dissenting members shall be entitled to have their viewpoints fully, fairly and accurately presented.

1.4.12 REVIEW OF ACTIVITIES BY CITY COUNCIL

- A. Copies of agendas and minutes of all standing committees shall be provided to City Council members on a regular basis. Committee

actions shall be considered recommendations to either staff or the City Council. All recommendations forwarded to the City Council shall require an affirmative vote of a majority of the committee members present at a duly convened meeting; recommendations of subcommittees shall require review and action of the full committee prior to proceeding forward to the City Council. Recommendations forwarded to the City Council shall not be implemented without formal action by the Council.

- B. The City Manager and/or any City Council member may agendize consideration of a committee recommendation for council review and action.
- C. Annually, each standing committee shall prepare a report to the Council outlining its activities for the prior year.
- D. Nothing in this section shall prohibit the City Manager from seeking input from committees in the pursuit of staff activities and determinations. Such input shall be considered a part of the staff determination and shall not require approval of the Council. No committee or committee member shall speak on behalf of staff unless so authorized by the City Manager or his/her designee.

1.4.13 COMMITTEES ESTABLISHED

By minute action, the City Council has established the following standing committees:

- A. A Land Use and Design Review Committee to act in an advisory capacity to the City Council and staff in matters pertaining to community growth, land use and development standards, signage, urban run-off and the location of buildings, structures and works. This committee shall also serve as the City's Landscape Advisory Committee, as defined by Chapter 4.26 of the Laguna Woods Municipal Code.
- B. A Community Services Committee to act in an advisory capacity to the City Council and staff in matters pertaining to transportation, health and social services; community beautification and recycling; recreation and cultural programs; and community communications and public relations. This committee

shall strive to promote the City of Laguna Woods as a community that embraces diversity and supports programs and services that benefit all of its residents.

- C. A Public Safety Committee to act in an advisory capacity to the City Council in matters of public safety including: road design, streetlight and traffic control device location, maintenance and operation; fire, paramedic and ambulance services, animal control services; and emergency management services.

Adopted by City Council: June 21, 2000

Revised: September 20, 2000
March 21, 2001
November 14, 2001
April 17, 2002
October 16, 2002
March 21, 2007
November 19, 2008

**CITY OF LAGUNA WOODS
CITY COUNCIL-APPOINTED
STANDING ADVISORY COMMITTEES ROSTER – 10/2013**

Community Services Committee	
Member	Nominated By
Bobby Oakes (Chair)	N/A
Mimi Singer	Conners
Randi Unger	Conners
Joan Coles	Hack
<i>VACANT</i>	Hack
Beverly Portlock	Hatch
Ros Rhodes	Hatch
Mel Gorman	Ring
Loretta Shepard (Vice Chair)	Ring
Marion Levine	Robbins
Cecile Unatin	Robbins
Public Safety Committee	
Member	Nominated By
Mark Monin (Chair)	N/A
Irwin Chodash	Conners
David Russell Ohrn "DRO" (Vice Chair)	Conners
Sandy Verrall	Hack
Dick Whitehead	Hack
Jim Brauer	Hatch
Vern Watkins	Hatch
Jerry Gross	Ring
Hal Horne	Ring
Kathleen Mathews	Robbins
Doug Rook	Robbins
Land Use & Design Review Committee	
Member	Nominated By
Lynn Hamm (Chair)	N/A
<i>VACANT</i>	Conners
Dobbin Lo	Conners
Ron Holman	Hack
Bevan Strom	Hack
Bob Hatch	Hatch
Ira Joss	Hatch
Michele Lindstrom (Vice Chair)	Ring
Al Preli	Ring
Judy Malone	Robbins
Mark Schneider	Robbins

8.5
APPOINTMENT TO THE COMMUNITY
SERVICES COMMITTEE

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City of Laguna Woods Agenda Report

DATE: October 16, 2013 City Council Meeting
TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
AGENDA ITEM: Appointment to the Community Services Committee

Recommended Action

Ratify Councilmember Hack's nomination appointing Catherine Brians to serve as a member of the Community Services Committee.

Background

Administrative Policy 1.4 allows City Councilmembers to nominate individuals to serve on City advisory committees, subject to ratification by the City Council.

Discussion

The following individual has been nominated for committee membership:

Community Services Committee
Catherine Brians, nominated by Councilmember Hack

Fiscal Impact

Funding for committee activities is included in the current year budget.

Report Prepared by: Marc Donohue, Deputy City Clerk

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