



AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Adjourned Regular Meeting
June 27, 2012
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: Hack Rhodes Robbins
 Ring, Mayor Pro Tem Conners, Mayor

IV. CONSENT CALENDAR

- 4.1 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.

- 4.2 Fiscal Year 2012-13 All Funds Budget

Approve five resolutions implementing the City's Fiscal Year 2012-13 budget, entitled:

- A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2012 AND ENDING JUNE 30, 2013
- B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE FISCAL YEARS 2012-13 THRU 2018-19 IN CONFORMANCE WITH MEASURE M REQUIREMENTS
- C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 11-12 AND ESTABLISHING A COMPENSATION SCHEDULE FOR CITY EMPLOYEES
- D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13
- E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A GENERAL GOVERNMENTAL OVERHEAD RATE OF 40%

4.3 Local Law Enforcement Services

RECOMMENDED ACTION: Approve an agreement with the County of Orange for Fiscal Year 2012-13 law enforcement services in the City of Laguna Woods, and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

4.4 Supplemental Law Enforcement Law Enforcement Services Act

RECOMMENDED ACTION: Authorize the use of Supplemental Law Enforcement Services Fund/Supplemental Law Enforcement Services Act funding for salaries, benefits, supervision and equipment for traffic enforcement.

4.5 Animal Control and Shelter Services

RECOMMENDED ACTION: Approve a two year agreement with the City of Laguna Beach for animal control and shelter services; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

4.6 Solid Waste and Recycling Contract Services

RECOMMENDED ACTION: Authorize the City Manager to execute a three year agreement with Mike Balliet for solid waste and recycling consultant services, subject to approval as to form by the City Attorney.

4.7 Plan Check Contract Services

RECOMMENDED ACTION: Authorize the City Manager to execute a one year agreement with Scott Fazekas & Associates, for as needed plan check services, subject to approval as to form by the City Attorney.

4.8 Household Hazardous and E-Waste Collection

RECOMMENDED ACTION: Authorize the City Manager to execute an extension to the current agreement with WM Curbside, Inc. for household hazardous waste, electronic waste, medical waste and bulky item collection

services to October 31, 2012, subject to approval as to form by the City Attorney.

4.9 Closed Captioning Services

RECOMMENDED ACTION: Authorize the City Manager to execute a two year agreement, including provisions for extension, with Captioning Unlimited for the purpose of providing closed captioning of City Council meetings, subject to approval as to form by the City Attorney.

4.10 State – Local Partnership Program

RECOMMENDED ACTION: Approve a resolution authorizing staff to apply for State-Local Partnership Program (SLLP) grants, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT UNDER THE PROPOSITION 1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY BOND ACT OF 2006 FOR THE EL TORO ROAD PAVEMENT RECONSTRUCTION, ADA ACCESS RAMP IMPROVEMENTS AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECTS

4.11 Amendment No. 1 to OCTA Agreement No. C-9-0625 (Traffic Light Synchronization on Moulton Parkway)

RECOMMENDED ACTION: Approve Amendment No. 1 to Agreement No. C-9-0625, extending an agreement between the Orange County Transportation Authority and City of Laguna Woods for coordination of traffic signals on Moulton Parkway, and authorize the Mayor to execute the amendment, subject to approval as to form by the City Attorney

V. CITY COUNCIL

5.1 2012 Municipal Election Calendar

RECOMMENDED ACTION: Receive and file.

VI. CITY MANAGER

6.1 Moulton Parkway Phase 2 Property Acquisition

RECOMMENDED ACTION: Approve an agreement with the Golden Rain Foundation for the acquisition of property and appropriate mitigation measures required for the completion of the Moulton Parkway Smart Street improvement; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC COMMENTS

VIII. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

IX. ADJOURNMENT


The meeting will be adjourned to a meeting of the City Council at 2:00 p.m. on Wednesday, July 18, 2012 held 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 special 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.

4.1-4.11
CONSENT CALENDAR SUMMARY

City of Laguna Woods Agenda Report

FOR: June 27, 2012 City Council Meeting
TO: Honorable Mayor and Councilmembers
FROM: Leslie A. Keane, City Manager 
Agenda Item: Consent Calendar

Recommendation:

Approve all proposed actions on the June 27, 2012 Consent Calendar by single motion and Council action.

Discussion:

In general, the Consent Calendar contains routine matters or matters that have already been discussed by Council. It is adopted in total with a single motion and Council action. However, if any councilmember or member of the public has questions or wishes to discuss an item further, it may be removed from the Consent Calendar and placed later in 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. 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 June 27th Consent Calendar contains the following eleven items:

- 4.1 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 Council Meeting.

- 4.2 Approval of five resolutions implementing the Fiscal Year 2012-13 all funds budget. The City Council discussed budget proposals at three public meetings, and on June 20, 2012 gave consensus approval to the City Manager's proposed Fiscal Year 2012-13 budget. Staff was directed to prepare the appropriate actions for budget implementation.

The City Manager's proposed budget totals \$8.1 million; this figure includes the FY 2012-13 budget and the balance of the capital improvement program carried forward from prior years. The following specific Fund budgets are proposed:

General Fund	\$4,214,552
City Hall Improvements	348,855
Community Services Special Funds	723,315
Environmental Special Funds	170,717
Public Safety Special Funds	195,554
Self Insurance Fund	140,165
Transportation Fund	1,204,660
Capital Improvement Program carryover*	1,118,605

* This amount is the estimated program balance on July 1, 2011

The budget contains the following nine full-time staff positions:

City Manager
 Assistant City Manager
 Public Safety Director
 Administrative Coordinator
 Deputy City Clerk
 Code Enforcement Officer
 Building Official
 Community Services Manager
 Finance Manager

In addition to establishing the approved appropriations (#A), the proposed resolutions approve the seven year capital improvement program (#B); modify the existing employee compensation and benefits resolution to add the part-time position of accountant and report the deputy city clerk as an exempt position (#C); establish the City's annual appropriations limit (#D);

and approve the City's Fiscal Year 2012-13 overhead rate, which is proposed to decrease from 42% to 40% (#E).

Article XIII of the California State Constitution requires local governments to establish an annual appropriations limit. The base limit was established by Laguna Woods' voters in 2002. This limit is modified each year by the change in County or State population and the change in personal income or non-residential assessed valuation. Cities are not able to retain any proceeds of taxes that exceed their approved limit. Adopting the appropriations limit does not result in any changes to taxes or fees paid by residents or businesses; it simply allows the City the ability to retain funds it anticipates receiving during the fiscal year if they total less than the limit. The Fiscal Year 2012-13 limit totals \$8,014,032; specific calculation data are available in the Finance Manager's office. The City anticipates actually receiving only \$3,075,302 in Fiscal Year 2012-13 revenues that are subject to the appropriations limit.

The City's overhead rate is calculated in conformance with Federal Office of Management and Budget Circular A-87 guidelines. This percentage is applied when the City bills hourly rates for services, and ensures that office and support service costs are recovered.

The proposed Fiscal Year 2012-13 budget is balanced and in conformance with all City budget policies.

- 4.3 Approval of the Fiscal Year 2012-13 law enforcement services contract with the Orange County Sheriff's Department in the amount of \$1,331,904. This represents a 0.61% increase from the current year contract amount. The proposed agreement includes continuation of existing service levels, including two patrol shifts per day, seven days a week as well as afterhours coverage shared with surrounding cities. Staffing assigned to Laguna Woods includes one traffic deputy, three patrol deputies and one investigator with related supervision and expenses. The agreement allows the City to "defund" the traffic deputy position with 90 days notice to the County.
- 4.4 Allocation of the City's Fiscal Year 2012-13 Supplemental Law Enforcement Services Fund (SLESF)/Supplemental Law Enforcement Services Act (SLESA) funding for salaries, benefits, supervision and equipment for traffic enforcement services. The City expects to receive

\$100,000 in funding from this program, pending adoption of the state budget.

- 4.5 Approval of a two year agreement with the City of Laguna Beach for animal control and shelter services. The cost of the agreement is \$86,793 for Fiscal Year 2012-13 and \$90,156 for Fiscal Year 2013-14. The existing agreement has a cost of \$82,660, which has not increased for two years. Significant changes include: a two year, instead of one year, term; ability to terminate the agreement at any point, with or without cause, with six months notice; explicit recognition of the City of Laguna Beach's responsibility to enforce spay/neuter and pet limit ordinances; clarification of the City of Laguna Woods' responsibility to manage contracts related to the abatement of coyotes and other wildlife; provision of a new monthly activity report; and, monthly instead of quarterly payment for services rendered.
- 4.6 Authorization for the City Manager to execute a three year extension to a current agreement with Michael Balliet for integrated waste management and recycling consulting services. Mr. Balliet has provided as-needed consulting services to the City since 2001. His responsibilities include quarterly audits of waste collected by the City's franchised hauler and County of Orange reports for waste dumped at landfills; preparation of the City's annual waste diversion report; assistance with the development of diversion and recycling plans and programs; preparation of applications for competitive grant funds; and assistance with the City's franchise RFP process. The three year extension will allow him to assist the staff with the next RFP process for the City's trash collection franchise. The contract rate is being maintained at its current level.
- 4.7 Authorization for the City Manager to execute a one year agreement with Scott Fazekas & Associates, Inc. for as-needed plan check services at a rate of \$100 per hour. The City has contracted with SFA directly – or through our Planning Consultants – since 2000. The firm has provided timely and accurate services; however, staff is recommending that all existing consultant contracts, not associated with specific projects, be reconsidered on a regular basis. Staff is recommending that the City solicit proposals for plan check services during the next 12 months.
- 4.8 Authorization for the City Manager to execute a contract extension with WM Curbside through October, 2012 that maintains current rates. The City initiated a door-to-door Household Hazardous Waste (HHW) collection

program in April 2002 and expanded the program in subsequent years to collect sharps, electronic waste (E-Waste), medications, fluorescent lights and bulky items. At the time the contract was let, Curbside, Inc. was selected based on its experience in providing door-to-door HHW disposal services and its lower costs. In 2010, Curbside, Inc. was purchased by Waste Management. Waste Management proposed several cost increases for extension of their contract beyond the fourth month period recommended. Staff recommends that the City seek proposals from other special collection companies during the next four months to ensure that it is receiving services at the lowest responsible rates.

- 4.9 Authorization for the City Manager to execute a two year agreement, with provisions for three one year options, with Captioning Unlimited to provide services that graphically display the words spoken at City Council meetings on televisions. The City has used Captioning Unlimited since 2008 to provide this service; the new agreement would maintain the current \$100/hr for services.
- 4.10 Approval of Amendment No. 1 to Agreement No. C-9-0625, extending an agreement between the Orange County Transportation Authority (OCTA) and City of Laguna Woods for coordination of traffic signals on Moulton Parkway to December 31, 2012. The amendment continues the City's partnership with the OCTA to produce a local signal synchronization plan consistent with the OCTA's Regional Traffic Signal Synchronization Master Plan. This action by the City is required for it to remain eligible for Measure M2 funds.
- 4.11 Approval of a resolution authorizing the application for State and Local Partnership Program (SLPP) funds from the Orange County Transportation Authority (OCTA). The OCTA Board of Directors voted last month to allocate SLPP funds from the state to cities and the county on a formula basis. The City has been allocated \$318,000 over a two year period, which must be matched with Measure M2 Fair Share funds. OCTA requires that the City submit a Priority 1 and Priority 2 project. As discussed during budget deliberations, the City would apply for re-pavement of El Toro Road eastbound, from Calle Sonora to just west of the entrance to the Village Equestrian Center as its Priority 1 project. Staff has identified ADA ramp improvements along this same stretch of the roadway as the proposed Priority 2 project. In addition, at the request of Laguna Hills, the City has applied for \$25,000 for the Ridge Route Drive pavement rehabilitation

ITEMS 4.1 – 4.11

project which would be constructed in FY 13-14 by the City of Laguna Hills, and for which Laguna Hills will provide the Fair Share match. All three projects are included in the attached resolution.

The above matters are routine and/or have been reviewed by the Council on other occasions. Staff recommends that they be approved as part of the June 27, 2012 Consent Calendar.

If you have questions about any of the above items, feel free to call me prior to the meeting so that I may provide additional information.

4.1
WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(No Report)

4.2
FISCAL YEAR 2012-13 ALL FUNDS BUDGET

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2012 AND ENDING JUNE 30, 2013

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

SECTION 1. The budget of the City of Laguna Woods for the fiscal year commencing July 1, 2012 and ending June 30, 2013 as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved and adopted as the budget of the City of Laguna Woods for Fiscal Year 2012-13.

SECTION 2. From the effective date of said budget, the total amount as stated therein for each departmental activity account in the operating budget shall be, and is, appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager providing there is no change in the total appropriations within any fund as authorized by the City Council.

SECTION 3. At the close of the fiscal year, unexpended appropriations in the operating budget will be encumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for capital projects as approved by the City Council will be carried forward to the next succeeding budget upon approval of the City Manager.

SECTION 4. Total appropriations within Funds will be increased only by amendment of the budget by motion of the City Council.

SECTION 5. The City Manager may decrease revenue estimates to reflect economic change during the fiscal year and may reduce expenditure appropriations within funds as a method of fiscal control.

SECTION 6. The following budget appropriations for Fiscal Year 2012-13 are hereby authorized:

ITEM 4.2A

GENERAL FUND	\$4,214,552
CITY HALL IMPROVEMENTS	\$ 348,885
COMMUNITY SERVICES FUNDS	\$ 723,315
ENVIRONMENTAL FUNDS	\$ 170,717
PUBLIC SAFETY FUNDS	\$ 195,554
SELF INSURANCE FUND	\$ 140,165
TRANSPORTATION FUNDS	\$1,204,660

SECTION 7. The following full time staff positions are hereby authorized as a part of the Fiscal Year 2012-13 budget:

- 1.00 Administrative Coordinator
- 1.00 Assistant City Manager
- 1.00 Building Official
- 1.00 City Manager
- 1.00 Code Enforcement Officer
- 1.00 Community Services Manager
- 1.00 Deputy City Clerk
- 1.00 Finance Manager
- 1.00 Public Safety Director

SECTION 8. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of June, 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 12-__** was duly adopted by
the City Council of the City of Laguna Woods at a regular meeting thereof, held on
the ___ day of June 2012, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE FISCAL YEARS 2012-13 THRU 2018-19 IN CONFORMANCE WITH MEASURE M REQUIREMENTS

WHEREAS, the City of Laguna Woods seeks to maintain eligibility to receive an apportionment of Measure M sales tax revenues that can be used to fund transportation-related projects and programs; and

WHEREAS, a prerequisite of such eligibility is the annual filing of a Measure M eligibility package for review and approval by the Orange County Transportation Authority; and

WHEREAS, one component of the Measure M eligibility package for Fiscal Year 2011-2012 is the preparation and City Council adoption of a Seven-Year Capital Improvement Program (CIP) which includes, at minimum, all projects and programs which are needed to meet and maintain adopted levels of service performance standards, in addition to all projects and programs proposed to receive Measure M funding; and

WHEREAS, the FY 2012-2013 expenditures identified in the CIP are consistent with the adopted City of Laguna Woods FY 2012-2013 budget; and

WHEREAS, the CIP is recognized as a program/project finance and planning tool to assist local governments in the long-term development and funding of transportation-related programs and projects, and not a budget commitment; and

WHEREAS, the CIP is updated annually to include adjustments to funding and project schedules;

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

SECTION 1. The City Council of the City of Laguna Woods adopts the City of Laguna Woods Seven-Year Capital Improvement Program, attached hereto as Exhibit 1 and incorporated herein by reference, in conformance with Measure M requirements.

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

PASSED APPROVED AND ADOPTED on this ___ day of June 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 12-__** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the ___ day of June 2012, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

City of Laguna Woods
Seven Year Capital Improvement Program

<u>Project</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>	<u>FY 15-16</u>	<u>FY 16-17</u>	<u>FY 17-18</u>	<u>FY 1819</u>
City Hall Accessibility Improvements/Entry \$193,809 - Funded	Construction						
City Hall Accessibility/Parking Lot \$112,500 - Funded	Planning Construction						
City Hall - Utilities \$248,855 - Funded	Planning Construction						
City Hall Green Roof \$437,032 - Grant application pending	Planning	Construction					
El Toro/Aliso Creek Roadway/Sidewalk \$1,706,982 - Funded	Planning Construction	Construction					
El Toro Road Pavement Rehab \$636,260/\$350,538 available	Planning	Construction					
Moulton Parkway Smart Street Phase 1 Landscaping \$75,510 - Funded	Construction						
Moulton Parkway Smart Street Phase 2 Roadway widening \$6,700,000 County funding available	Planning Construction	Construction					

EXHIBIT 1

<u>Project</u>	<u>FY 12-13</u>	<u>FY 13-14</u>	<u>FY 14-15</u>	<u>FY 15-16</u>	<u>FY 16-17</u>	<u>FY 17-18</u>	<u>FY 18-19</u>
Public Streetlights Energy Retrofit \$100,000 - Funded	Construction						
El Toro Road Median Irrigation \$295,550 - grant application pending		Planning Construction					
Moulton Parkway Median Irrigation \$830,599 - grant application pending				Planning Construction			
Santa Maria Road Median Irrigation \$524,170 - grant application pending			Planning Construction				
El Toro Repaving - Willow Tree Center to Avenida Sevilla \$500,000 - future grant application				Planning	Construction		
El Toro Repaving - Calle Sonora Westbound to Aliso Creek Road \$950,000 - future grant application					Planning	Construction	
Moulton Parkway Repaving - Via Campo Verde Southbound to City Limit \$1,650,000 - future grant application					Planning	Construction	

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 11-12 AND ESTABLISHING A COMPENSATION SCHEDULE FOR CITY EMPLOYEES

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

SECTION 1. Effective July 1, 2012, a salary schedule for City employees is established as follows

Full Time Employees (Annual Salary Equivalent)

Administrative Coordinator	43,680 – 60,944
Assistant City Manager ¹	91,572 – 128,232
Building Official ¹	57,226 – 80,132
City Manager ^{1 2}	158,574
Code Enforcement Officer	43,680 – 60,944
Community Services Manager ¹	57,226 – 80,132
Deputy City Clerk ¹	43,680 – 60,944
Finance Manager ^{1 2}	57,226 – 80,132
Public Safety Director ^{1 2}	74,412 – 104,182

1 denotes an exempt position

2 denotes a confidential position

Part-Time Employees (Hourly Rate)

Accountant	\$ 20.00 - \$25.00/hour
Administrative Intern	\$ 12.00 - \$17.00/hour
Building Inspector	\$ \$30.00 - \$40.00/ hour
Clerical Assistant	\$ 12.00 - \$17.00/hour

The City Manager is authorized to hire, promote and compensate employees within appropriate salary ranges, consistent with the approved budget.

SECTION 2. All employees who work 20 (twenty) or more hours per week on a regularly assigned basis shall be considered "full-time employees". Full time employees shall receive the following benefits prorated to the percentage of time they work:

- A. Retirement: All City employees shall participate in the Social Security system. In addition, the City shall contract with the California Public Employees Retirement System (CalPERS) for retirement benefits for all full time employees. The City shall pay both the employer and employee contribution for CalPERS retirement.
- B. Disability Insurance: The City shall contract for the provision of a long term disability (LTD) insurance program at no cost to employees. Program shall provide full time employees 60% of applicable salary amounts.
- C. Health Insurance: All employees must be covered by basic health insurance. The City shall contract for health insurance through the California Public Employees Retirement System (CalPERS). The City shall contribute \$80.80 per month for each active full time employee enrolled in the CalPERS health program and \$10.12 per month for each retired employee enrolled in the CalPERS health program, as adjusted annually by CalPERS. Employees who do not wish to enroll in the CalPERS program must provide proof of alternate health insurance.
- D. Employee Assistance Program: The City shall contract for an employee assistance program; membership in this program shall be mandatory for all full time employees. The City shall contribute \$2.47 per month, as adjusted annually by the program provider, for each active full time employee enrolled in the employee assistance program.

- E. Cafeteria Benefit Plan: The City shall provide each full time employee with a flexible benefit allowance that may be used for the following City authorized programs: health insurance (City offered programs or reimbursement for a non-City plan on which employee is carried as a spouse), dental insurance, vision care insurance, employee assistance or mental health plan, contribution to a defined deferred compensation plan, child care reimbursement, life insurance, long and short term disability insurance, long term care insurance, health club membership, health equipment and devices, educational reimbursement for professional development, professional memberships not included in the City budget, additional annual leave (at current hourly rate, up to 5 days per year³), purchase of personal computer or digital equipment and accessories (laptops, PDAs, text messengers, digital cameras, etc.) and cellular or regular telephones that will be used for City as well as personal business, and such other programs as the City Council may from time to time authorize.

The above programs may not all be available at any one time, and it may be that some programs are not available to all classes of employees. Employees shall be required to use their entire allowance on available programs on an annual basis; no cash reimbursement shall be provided. The allowance amount is established as \$1,000 per month for salaried employees and hourly employees working forty hours per week. Full time employees working less than forty hours shall receive a prorated portion of the cafeteria benefit allowance. These amounts shall be less the amount required to meet the City's mandatory health insurance and employee assistance contributions, as noted in Sections C and D above.

- F. Leave with pay: City employees shall accrue twenty days per year of annual leave, which may be used for doctors' appointments, personal and family sick time, bereavement leave, vacation and personal business. Employees may maintain a balance of no more than 480 hours of annual leave, and shall be compensated for excess annual leave at the end of each calendar year. Upon termination from the City, employee shall be compensated for the entire balance in their annual leave account.

³ Annual leave may only be purchased if it will be used in the calendar year purchased, and if it will not result in an annual leave accrual above an employee's cap.

G. Holidays: New Years Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving and Friday after Thanksgiving, December Holiday (December 24 through January 1). When a designated holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

SECTION 3. In accordance with her employment agreement, the City shall deposit the sum of \$9,730 per year into a 401 (a) program on behalf of the City Manager. Said funds shall be deposited during the year on a pay period basis. In addition, the City Manager shall receive a car allowance of \$450 per month, and shall accrue twenty-five days per year of annual leave, with a maximum balance of 600 hours. Payment on termination and for excess leave shall be handled in accordance with Section F above.

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

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF JUNE 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 12-**** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the ****^h** day of June, 2012, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13

WHEREAS, the voters of California, on November 6, 1979, added Article XIII B to the State Constitution, placing various limitations on appropriations of state and local governments; and

WHEREAS, Article XIII B provides that the appropriations limit for the fiscal year 2012-13 is calculated by adjusting the base year appropriations of fiscal year 2011-12 and subsequent years for changes in the cost of living and population; and

WHEREAS, Proposition 111 (Section 1.5 of Article XIII B), enacted by the voters on June 5, 1990, modified the method of calculating the limit; and

WHEREAS, the voters of Laguna Woods set the base appropriations limit for the City of Laguna Woods at \$4,165,544 in 2002; and

WHEREAS, the City of Laguna Woods has complied with all of the provisions of Article XIII B in determining the appropriations limit for Fiscal Year 2012-13;

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

SECTION 1. The City of Laguna Woods chooses to use the change in California per capita personal income as the inflation adjustment factor for Fiscal Year 2012-13.

SECTION 2. The City of Laguna Woods chooses to use the change in population for the County of Orange as the growth adjustment factor for Fiscal Year 2012-13.

SECTION 3. Documentation for calculation of the limit is on file in the Finance Department and will be reviewed by the City's auditors during the annual financial audit, as required by Proposition 111.

SECTION 4. The Fiscal Year 2012-13 appropriations limit for the City of Laguna Woods is hereby established as \$8,014,032.

PASSED, APPROVED and ADOPTED on this __ day of June 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 12-__** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the __ day of June 2012, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

**APPROPRIATIONS LIMIT CALCULATION
CITY OF LAGUNA WOODS
FY 12-13**

Population Change	County Pop increase: .89	Higher rate selected
	City Pop increase: .70	
Population converted to ratio: $(.89+100)/100 = 1.0089$		
Per Capita Change	State cost of living change:	3.77
	Nonresidential New Construction:	
Per Capita Cost of Living change converted to ratio: $(3.77+100)/100 = 1.0377$		

Calculation - FY 12-13		
FY 11-12 Appropriations Limit:		7,655,012
Calculation of factor for FY 12-13:		
1.0377	X	1.0089 =
		1.0469
FY 12-13 Appropriations Limit:		8,014,032

Calculation of FY 12-13 City Proceeds of Taxes vs. FY 12-13 Appropriations Limit

Property	2,020,862
Sales	647,241
VLF	0
Off Hwy	0
TOT	<u>390,183</u>
Subtotal	3,058,286
Interest on Proceeds of Taxes	<u>17,016</u>
Total Proceeds of Taxes	3,075,302
FY 12-13 Appropriations Limit	8,014,032
Total GF Revenues	4,378,276

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A GENERAL GOVERNMENTAL OVERHEAD RATE OF 40%

WHEREAS, the City Council desires to recapture the full cost of City services supported by fees to avoid placing an unfair financial burden on the citizens of the City; and

WHEREAS, a general governmental overhead rate is calculated by adding the cost of support provided by the City Council and the Administrative Services Department to service-providing departments, as reflected in Exhibit 1 - "Overhead Calculation for Fiscal Year 2012-13."

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

SECTION 1. Based on the "Overhead Calculation for Fiscal Year 2012-13," the City Council adopts a general governmental overhead rate of 40%.

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

PASSED, APPROVED AND ADOPTED ON THE ____ DAY OF JUNE 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 12-__** was duly adopted
by the City Council of the City of Laguna Woods at a regular meeting thereof, held
on the ____ day of June 2012, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

**City of Laguna Woods
Overhead Calculation for Fiscal Year 2012-13**

Cost Category Description	Amount	Subtotal
Direct Costs:		
A. Total Direct Labor	156,475	
B. Total Other Direct Costs	<u>3,212,063</u>	
Total Direct Costs		3,368,538
Indirect Costs:		
C. Total Fringe Benefits	315,848	
D. Total Overhead		
E. Total G & A	<u>226,381</u>	
Total Indirect Costs		<u>542,229</u>
G. Total Costs		<u>3,910,767</u>

Cost Element Description

A. Total Direct Labor	156,475	
H. Total Overhead Labor		
I. Total G & A Labor	<u>640,339</u>	
J. Total Labor		796,814

Overhead Rate	40%
---------------	-----

Notes: FY 12 Estimated Actual minus Capital Projects & Equipment
Reference OMB Circular A-87

4.3
LOCAL LAW ENFORCEMENT SERVICES

TABLE OF CONTENTS

1		
2		
3	<u>SECTION</u>	<u>PAGE</u>
4	A. Term	3
5	B. Optional Termination or Extension	3
6	C. Regular Services by COUNTY	3
7	D. Enhanced and Supplemental Services by COUNTY	7
8	E. Patrol Video Systems	9
9	F. Licensing Services by CITY	11
10	G. Payment	11
11	H. Notices	16
12	I. Status of COUNTY	16
13	J. State Audit	17
14	K. Alteration of Terms	17
15	L. Indemnification	18
16	M. Traffic Violator Apprehension Program	19
17	N. Mobile Data Computers	22
18	Signature Page	24
19	//	
20	//	
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2012 and terminate June
3 30, 2013.

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

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

7 2. If COUNTY and CITY have not entered into a written agreement by June
8 30, 2013 for COUNTY to provide to CITY, during all or part of the period
9 between July 1, 2013 and June 30, 2014, law enforcement services similar
10 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's
11 Manager, on behalf of CITY, are authorized to execute a written amendment
12 to this Agreement that provides as follows and does not materially alter
13 other terms of the Agreement: SHERIFF shall continue to provide to CITY
14 all or a designated part of the law enforcement services specified herein, for
15 a specified time period between July 1, 2013 and August 31, 2013 and CITY
16 shall pay COUNTY the full costs of providing such services. Such full costs
17 may be greater than those listed herein for the period July 1, 2012 through
18 June 30, 2013. SHERIFF and CITY Manager shall file copies of any such
19 amendments to this Agreement with the Clerk of COUNTY's Board of
20 Supervisors and CITY's Clerk.

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

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

27 //

28 //

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

2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change will
6 be reported to CITY's Council.

7 3. The level of service, other than for licensing, to be provided by COUNTY for
8 the period July 1, 2012 through June 30, 2013, shall be as follows:

9 **Patrol Services:**

- 10 • Three (3) Deputy Sheriff IIs
11 (each, 80 hours per two week pay period, per unit)
- 12 • Six hundredths of one (0.06) Sergeant
13 (4.8 hours per two-week pay period)
- 14 • Thirty-six hundredths (0.36) of one Deputy Sheriff II
15 (28.8 hours per two-week pay period)

16 Deployment to be determined by SHERIFF in cooperation with CITY
17 Manager.

18 **Traffic Services:**

- 19 • One (1) Deputy Sheriff II (80 hours per two-week pay period)

20 Deployment to be determined by SHERIFF in cooperation with CITY
21 Manager.

22 **Investigation Services:**

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

24 **Regional Support Services:**

- 25 • 2.50 percent of one half of one (0.50) Sergeant – Traffic
- 26 • 2.50 percent of three (3) Deputy Sheriff IIs – Traffic
- 27 • 2.50 percent of one (1) Investigative Assistant – Traffic
- 28 • 2.50 percent of one (1) Office Specialist – Traffic

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

- 2 • 0.55 percent of one fourth of one (0.25) Sergeant – Auto Theft
- 3 • 0.55 percent of two (2) Investigators – Auto Theft
- 4 • 0.55 percent of one (1) Investigative Assistant – Auto Theft
- 5 • 0.55 percent of one (1) Office Specialist – Auto Theft
- 6 • 1.17 percent of three (3) Investigative Assistants – Court

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

28 //

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

2 7. With respect to the licensing ordinances of CITY listed in Attachment A
3 hereto, which is incorporated herein by this reference, SHERIFF shall
4 receive applications for CITY licenses pursuant to said ordinances and
5 complete investigations relating to such applications. Such investigations
6 shall be forwarded to CITY Manager. COUNTY shall not provide any
7 advisory, administrative, hearing or litigation attorney support or services
8 related to licensing. COUNTY shall not provide any administrative or
9 investigatory services related to the licensing ordinances listed in
10 Attachment A hereto, except the investigations relating to initial applications
11 for which this subsection provides.

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

17 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
18 CITY Manager, on behalf of CITY, are authorized to execute written
19 amendments to this Agreement to increase or decrease the level of service
20 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually
21 agree that such increase or decrease in the level of service is appropriate.
22 Any such amendment to the Agreement shall concomitantly increase or
23 decrease the cost of services payable by CITY set forth in Subsection G-2
24 and the Maximum Obligation of CITY set forth in Subsection G-3, in
25 accordance with the current year's COUNTY law enforcement cost study.
26 SHERIFF and CITY Manager shall file copies of any such amendments to
27 this Agreement with the Clerk of COUNTY's Board of Supervisors and
28 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and

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

2 CITY Manager may not, in the aggregate, increase or decrease the cost of
3 services payable by CITY by more than one percent (1%) of the total cost
4 originally set forth in Subsection G-2 and the Maximum Obligation originally
5 set forth in Subsection G-3.

6 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
7 required before execution of any amendment that brings the aggregate total
8 of changes in costs payable by CITY to more than one percent (1%) of the
9 total cost originally set forth in Subsection G-2 and the Maximum Obligation
10 originally set forth in Subsection G-3 of this Agreement.

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

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

24 2. Supplemental services for occasional events operated by private individuals
25 and entities on non-CITY property. At the request of CITY, through its City
26 Manager, and within the limitations set forth in this subsection D-2,
27 SHERIFF may provide supplemental law enforcement services to preserve
28 the peace at special events or occurrences that occur on an occasional

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

2 basis and are operated by private individuals or private entities on non-CITY
3 property. SHERIFF shall determine personnel and equipment needed for
4 such supplemental services, and will provide such supplemental services
5 only if SHERIFF is able to do so without reducing the normal and regular
6 ongoing services that SHERIFF otherwise would provide to CITY pursuant
7 to this Agreement. Such supplemental services shall be provided only by
8 regularly appointed full-time peace officers, at rates of pay governed by a
9 Memorandum of Understanding between COUNTY and the bargaining
10 unit(s) representing the peace officers providing the services. Such
11 supplemental services shall include only law enforcement duties and shall
12 not include services authorized to be provided by a private patrol operator,
13 as defined in Section 7582.1 of the Business and Professions Code. Law
14 enforcement support functions, including, but not limited to, clerical
15 functions and forensic science services, may be performed by non-peace
16 officer personnel if the services do not involve patrol or keeping the peace
17 and are incidental to the provision of law enforcement services. CITY shall
18 reimburse COUNTY its full, actual costs of providing such supplemental
19 services at an amount computed by SHERIFF, based on the current year's
20 COUNTY law enforcement cost study. The cost of these supplemental
21 services shall be in addition to the Maximum Obligation of CITY set forth in
22 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately
23 after each such event.

- 24 3. Supplemental services for events operated by public entities on non-CITY
25 property. At the request of CITY, through its City Manager, and within the
26 limitations set forth in this subsection D-3, SHERIFF may provide
27 supplemental law enforcement services to preserve the peace at special
28 events or occurrences that occur on an occasional basis and are operated

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

2 by public entities on non-CITY property. SHERIFF shall determine
3 personnel and equipment needed for such supplemental services, and will
4 provide such supplemental services only if SHERIFF is able to do so without
5 reducing services that SHERIFF otherwise would provide to CITY pursuant
6 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
7 providing such supplemental services at an amount computed by SHERIFF,
8 based on the current year's COUNTY law enforcement cost study. The cost
9 of these supplemental services shall be in addition to the Maximum
10 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
11 shall bill CITY immediately after each such event.

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

23 **E. PATROL VIDEO SYSTEMS:**

24 1. As part of the law enforcement services to be provided to CITY, COUNTY
25 has provided, or will provide, patrol video systems (hereinafter called "PVS")
26 that are or will be mounted in patrol vehicles designated by COUNTY for
27 use within CITY service area.

28 //

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

2 2. SHERIFF has the exclusive right to use said PVS for law enforcement
3 services related to this Agreement.

4 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
5 installation of PVS that are or will be mounted in patrol vehicles assigned to
6 CITY, and b) recurring costs, as deemed necessary by COUNTY, including
7 the costs of maintenance and contributions to a fund for replacement and
8 upgrade of such PVS when they become functionally or technologically
9 obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance and
11 replacement/upgrade of PVS, are included in the costs set forth in
12 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
13 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
14 not be charged additional amounts for maintenance or replacement/upgrade
15 of said PVS during the period July 1, 2012 through June 30, 2013.

16 4. If, following the initial acquisition of PVS referenced above, CITY requires
17 PVS for additional patrol cars designated for use in the CITY service area,
18 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
19 CITY will pay to COUNTY a) the full costs of acquisition and installation of
20 said additional PVS, and b) the full recurring costs for said PVS, as deemed
21 necessary by COUNTY, including the costs of maintenance, and
22 contributions to a fund for replacement and upgrade of such PVS when they
23 become functionally or technologically obsolete. Said costs related to
24 additional PVS are not included in, and are in addition to, the costs set forth
25 in Subsection G-2 and the Maximum Obligation of CITY set forth in
26 Subsection G-3 of this Agreement.

27 //

28 //

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

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

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

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

13 **G. PAYMENT:**

- 14 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
- 15 COUNTY the full costs of performing the services mutually agreed upon in
- 16 this Agreement. The costs of services include salaries, wages, benefits,
- 17 mileage, services, supplies, equipment, and divisional, departmental and
- 18 COUNTY General overhead.
- 19 2. Unless the level of service described in Subsection C-3 is increased or
- 20 decreased by mutual agreement of the parties, or CITY is required to pay
- 21 for increases as set forth in Subsection G-5, the Maximum Obligation of
- 22 CITY for services, other than Licensing Services, described in Subsection
- 23 C-3 of this Agreement, to be provided by COUNTY for the period July 1,
- 24 2012 through June 30, 2013 shall be as follows:

25 **SERVICE**

COST OF SERVICE

26 **Patrol Services:**

- 27 • Three (3) Deputy Sheriff IIs

28 @ \$216,153/each

\$ 648,458

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<ul style="list-style-type: none"> • Six hundredths of one (0.06) Sergeant @ \$252,184/each 	\$ 15,131
<ul style="list-style-type: none"> • Thirty-six hundredths of one (0.36) Deputy Sheriff II @ \$199,778/each 	\$ 71,920
Traffic Services:	
<ul style="list-style-type: none"> • One (1) Deputy Sheriff II @ \$206,426/each 	\$ 206,426
Investigation Services:	
<ul style="list-style-type: none"> • One (1) Investigator @ \$249,092/each 	\$ 249,092
Regional Support Services:	
<ul style="list-style-type: none"> • 2.50% of one half of one (0.50) Sergeant – Traffic @ \$252,446/each 	\$ 3,156
<ul style="list-style-type: none"> • 2.50% of three (3) Deputy Sheriff IIs – Traffic @ \$200,294/each 	\$ 15,022
<ul style="list-style-type: none"> • 2.50% of one (1) Investigative Assistant – Traffic @ \$98,594/each 	\$ 2,465
<ul style="list-style-type: none"> • 2.50% of one (1) Office Specialist - Traffic @ \$77,310/each 	\$ 1,933
<ul style="list-style-type: none"> • 0.55% of one fourth of one (0.25) Sergeant – Auto Theft @ \$252,446/each 	\$ 347
<ul style="list-style-type: none"> • 0.55% of two (2) Investigators – Auto Theft @ \$213,993/each 	\$ 2,353
<ul style="list-style-type: none"> • 0.55% of one (1) Investigative Assistant – Auto Theft @ \$97,505/each 	\$ 536

28 //

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

2 or decreased pursuant to mutual agreement of the parties. In addition, if a
3 determination is made that increases described in Subsection G-5 must be
4 paid, COUNTY thereafter shall include the pro-rata charges for such
5 increases in its monthly invoices to CITY for the balance of the period
6 between July 1, 2012 and June 30, 2013.

7 5.a. At the time this Agreement is executed, there are unresolved issues
8 pertaining to potential increases in salaries and benefits for COUNTY
9 employees. The cost of such potential increases are not included in the
10 Fiscal Year 2012-13 costs set forth in Subsection G-2 nor in the Fiscal Year
11 2012-13 Maximum Obligation of CITY set forth in Subsection G-3 of this
12 Agreement. If COUNTY incurs or becomes obligated to pay for any such
13 increases for or on account of personnel whose costs are included in the
14 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
15 in addition to the Maximum Obligation set forth in Subsection G-3 of this
16 Agreement, the full costs of said increases to the extent such increases are
17 attributable to work performed by such personnel after July 1, 2012, and
18 CITY's Maximum Obligation hereunder shall be deemed to have increased
19 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
20 rata basis over the portion of the period between July 1, 2012 and June 30,
21 2013 remaining after COUNTY notifies CITY that increases are payable.

22 5.b. If CITY is required to pay for cost increases as set forth in Subsection G-5a
23 above, COUNTY, at the request of CITY, will thereafter reduce the level of
24 service to be provided to CITY, pursuant to Subsection C-3 of this
25 Agreement to a level that will make the Maximum Obligation of CITY
26 hereunder for the period July 1, 2012 through June 30, 2013 an amount
27 specified by CITY that is equivalent to or higher than the Maximum
28 Obligation set forth in Subsection G-3 for said period at the time this

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

2 Agreement originally was executed. The purpose of such adjustment of
3 service levels will be to give CITY the option of keeping its Maximum
4 Obligation hereunder at the pre-increase level or at any other higher level
5 specified by CITY. In the event of such reduction in level of service and
6 adjustment of costs, the parties shall execute an amendment to this
7 Agreement so providing. Decisions about how to reduce the level of service
8 provided to CITY shall be made by SHERIFF with the approval of CITY.

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

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

14 8. As payment for the Licensing Services described in Subsection C-7 of this
15 Agreement, COUNTY shall retain all fees paid by applicants for licenses
16 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
17 said fees by COUNTY shall constitute payment in full to COUNTY for costs
18 incurred by COUNTY in performing the functions related to licensing
19 described in Subsection C-7; provided, however, that if any of said fees are
20 waived or reduced by CITY, CITY shall pay to COUNTY the difference
21 between the amount of fees retained by COUNTY and the fees that were
22 set forth in the ordinances listed in Attachment A at the time this Agreement
23 was executed. If CITY increases the fee schedule for the licensing
24 ordinances set forth in Attachment A, either party shall have the right to
25 seek amendment of this Agreement with respect to the division of the
26 increased fees between CITY and COUNTY.

27 //

28 //

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

- 2 9. Fees generated or collected by SHERIFF contract personnel for copying of
- 3 documents related to the services provided in this Agreement will be at
- 4 COUNTY-established rates and will be credited to CITY on an annual basis.
- 5 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
- 6 which is incorporated herein by this reference.

7 **H. NOTICES:**

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

12 **CITY:** ATTN: CITY MANAGER
 13 24264 EL TORO ROAD
 14 LAGUNA WOODS, CA 92653

15 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
 16 SHERIFF-CORONER DEPARTMENT
 17 320 NORTH FLOWER STREET, SUITE 108
 18 SANTA ANA, CA 92703

- 19 2. Termination notices shall be effective when written and deposited in the
- 20 United States mail, certified, return receipt requested and addressed as
- 21 above.

22 **I. STATUS OF COUNTY:**

23 COUNTY is, and at all times shall be deemed to be, an independent contractor.
 24 Nothing herein contained shall be construed as creating the relationship of
 25 employer and employee, or principal and agent, between CITY and COUNTY
 26 or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall
 27 retain all authority for rendition of services, standards of performance, control of
 28 personnel, and other matters incident to the performance of services by

1 **I. STATUS OF COUNTY:** (Continued)

2 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
3 shall not be entitled to any rights or privileges of CITY employees and shall not
4 be considered in any manner to be CITY employees.

5 **J. STATE AUDIT:**

6 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
7 subject to examination and audit by the State Auditor for a period of three (3)
8 years after final payment by CITY to COUNTY under this Agreement. CITY
9 and COUNTY shall retain all records relating to the performance of this
10 Agreement for said three-year period, except that those records pertaining to
11 any audit then in progress, or to any claims or litigation, shall be retained
12 beyond said three-year period until final resolution of said audit, claim or
13 litigation.

14 **K. ALTERATION OF TERMS:**

15 1. This Agreement fully expresses all understanding of CITY and COUNTY
16 with respect to the subject matter of this Agreement and shall constitute the
17 total Agreement between the parties for these purposes. No addition to, or
18 alteration of, the terms of this Agreement shall be valid unless made in
19 writing, formally approved and executed by duly authorized agents of both
20 parties.

21 2. CITY may unilaterally defund the level of services to be provided by the
22 COUNTY pursuant to Subsection C-3 of this Agreement as follows:

- 23 • Traffic Services – One (1) Deputy Sheriff II

24 In order to defund these services, CITY shall provide COUNTY with written
25 notice of the defunding ninety (90) days in advance of the effective date of
26 the defunding of services. At the expiration of the 90-day notice period,
27 COUNTY shall cease providing the services indicated in the notice and
28 CITY shall no longer be obligated to pay for those services.

1 **L. INDEMNIFICATION:**

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

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

2 liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

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

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

- 17 1. COUNTY has established a Traffic Violator Apprehension Program [“the
18 Program”], which is operated by SHERIFF, and is designed to reduce
19 vehicle accidents caused by unlicensed drivers and drivers whose licenses
20 are suspended and to educate the public about the requirements of the
21 Vehicle Code and related safety issues with regard to driver licensing,
22 vehicle registration, vehicle operation, and vehicle parking. The Program
23 operates throughout the unincorporated areas of the COUNTY and in the
24 cities that contract with COUNTY for SHERIFF’s law enforcement services,
25 without regard to jurisdictional boundaries, because an area-wide approach
26 to reduction of traffic accidents and driver education is most effective in
27 preventing traffic accidents. In order for CITY to participate in the Program,
28 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the

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

2 amount and under the terms and conditions set forth in the resolution that is
3 attached hereto as Attachment D and incorporated into this Agreement by
4 reference [hereinafter called a "TVAP resolution"], and has directed that the
5 revenue from such fee be used for the Program. CITY's participation in the
6 Program may be terminated at any time by rescission or amendment of the
7 TVAP resolution that is attached hereto as Attachment D. In the event CITY
8 1) amends said TVAP resolution, or rescinds said TVAP resolution and
9 adopts a new TVAP resolution pertaining to the above-referenced fee and
10 the Program, and 2) remains a participant in the Program thereafter, CITY's
11 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
12 authority to execute an amendment of this Agreement to substitute CITY's
13 amended or new TVAP resolution for Attachment D hereto, as long as said
14 amendment to this Agreement does not materially change any other
15 provision of this Agreement.

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

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

- 20 • One fourth of one (0.25) Sergeant
21 (20 hours per two-week pay period)
- 22 • One (1) Staff Specialist
23 (80 hours per two-week pay period)
- 24 • One (1) Information Processing Specialist
25 (80 hours per two-week pay period)
- 26 • One (1) Administrative Manager I, Extra Help
27 (960 hours per fiscal year)

28 //

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

- 2 • One (1) Investigative Assistant
3 (80 hours per two-week pay period)
- 4 • One (1) Office Specialist
5 (80 hours per two-week pay period)

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

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

23 5. In the event the fees adopted by COUNTY, CITY and other participating
24 jurisdictions are not adequate to continue operation of the Program at the
25 level at which it operated previously, COUNTY, at the option of CITY, will
26 reduce the level of Program service to be provided to CITY or will continue
27 to provide the existing level of Program services. COUNTY will charge CITY
28 the cost of any Program operations that exceed the revenue generated by

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

2 fees. Such charges shall be in addition to the Maximum Obligation of CITY
3 set forth in Subsection G-3 of this Agreement. The amount of any revenue
4 shortfall charged to CITY will be determined, at the time the revenue
5 shortfall is experienced, according to CITY's share of Program services
6 rendered. In the event of a reduction in level of Program service,
7 termination of Program service or adjustment of costs, the parties shall
8 execute an amendment to this Agreement so providing. Decisions about
9 how to reduce the level of Program service provided to CITY shall be made
10 by SHERIFF with the approval of CITY.

11 **N. MOBILE DATA COMPUTERS:**

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

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of MDCs, are included in the costs set forth in
26 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
27 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
28 not be charged additional amounts for maintenance or replacement/upgrade

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

2 of said MDCs during the period July 1, 2012 through June 30, 2013.

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

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

19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**CITY OF LAGUNA WOODS
LICENSING ORDINANCES**

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

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

I. POLICY

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

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

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

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

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

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

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

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

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

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

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

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

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

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

RESOLUTION NO.01-11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vehicle Code Section and Impound Ground

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert Bouer
ROBERT BOUER, Mayor

ATTEST:

Margaret R. Monahan
MARGARET R. MONAHAN, City Clerk

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

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

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

Margaret R. Monahan
MARGARET R. MONAHAN, City Clerk

The foregoing instrument is a correct copy of the original on file in this office:
Attest this 24th day of April, 2001
City Clerk of the City Laguna Woods, County of Orange, State of California.

By: Margaret R. Monahan

ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM

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

4.4
SUPPLEMENTAL LAW ENFORCEMENT
SERVICES ACT
(NO REPORT)

4.5
ANIMAL CONTROL AND SHELTER SERVICES

AGREEMENT FOR ANIMAL CONTROL AND SHELTER SERVICES

THIS AGREEMENT, entered into this 1st day of July 2012, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA BEACH a municipal corporation, hereinafter referred to as "LAGUNA BEACH," and the CITY OF LAGUNA WOODS, a municipal corporation, hereinafter referred to as "LAGUNA WOODS."

WITNESSETH:

LAGUNA WOODS desires to contract with LAGUNA BEACH for the performance of the hereinafter-described animal control and animal shelter services.

LAGUNA BEACH is willing and able to render such services on the terms and conditions hereinafter set forth.

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

1. TERM

- A. This Agreement shall become effective on July 1, 2012, and continue in effect for a period of twenty-four months ending on June 30, 2014 unless otherwise terminated as described in paragraph 2.

2. TERMINATION

- A. Either party may terminate this Agreement without cause by providing written notice of said termination to the other party. The written notice of termination must be given at least six (6) months in advance of the effective date of the termination.

3. SERVICES

- A. LAGUNA BEACH agrees to provide animal control services within the corporate limits of LAGUNA WOODS. The level of animal control and shelter services to be provided under this Agreement are enumerated below. Services provided by LAGUNA BEACH shall include the enforcement of State statutes and Municipal Code sections deemed applicable to LAGUNA WOODS by LAGUNA BEACH. LAGUNA BEACH will not be obligated to enforce any ordinances adopted by LAGUNA WOODS except those adopted in compliance with Paragraph 5 of this Agreement and ordinances pertaining to spay, neutering, and number of animals permitted. Services shall be provided in the following categories:

- 1) **FIELD SERVICES:** LAGUNA BEACH shall be responsible for and provide all animal control field services in LAGUNA WOODS. Field services shall generally be provided seven days a week, 365 days a year, between the hours of 6:00 a.m. and 4:00 p.m. and as late as 6:00 p.m. when overlapping staff are available. Calls for service will be dispatched and handled based first on priority and then as they were received. Field service activities shall include, but are not, at the discretion of the LAGUNA BEACH Animal Services staff, limited to: impounding and/or capture of stray dogs; impounding of unattended dogs or cats due to death or illness of the owner where a family member or other person is not available; pick up or disposal of injured raccoons, opossums, deer, bobcats, coyotes, mountain lions; transportation of all injured impounded animals to appropriate medical treatment; conduct cruelty investigations; bite investigations; chronic barking dog complaints; manage and conduct quarantine activities; enforcement of state laws and local ordinances and issuance of citations; impounding of dead animals for disposal; and public information and education services regarding barking dogs, wildlife or other animal concerns.

While LAGUNA BEACH intends to maintain routine coverage of two animal services officers each day in LAGUNA BEACH, LAGUNA WOODS accepts and understands that the animal services officers are limited in number, and as employees, routinely take leave in the form of vacation, sick, holidays, "Family Leave" as set forth in the Family Leave Act, and all other local, state and federally protected leave. During such periods of leave, the ability of LAGUNA BEACH to respond to calls in a timely manner may be significantly impacted. LAGUNA WOODS also accepts and understands that an animal services officer's position may become vacant which will also affect the ability of LAGUNA BEACH to respond to calls in a timely manner. In either event, calls for service will be dispatched and handled based first on priority and then as they were received.

- 2) **TELEPHONIC SERVICES:** LAGUNA BEACH staff will be available to receive calls for service seven days a week, twenty-four hours a day, 365 days a year. LAGUNA BEACH Animal Services staff will take or return calls during the hours when field staff is available to provide advice and/or referrals to members of the community of LAGUNA WOODS for the proper handling and/or disposal of feral cats, rats, mice, rabbits, gophers, squirrels, insects, spiders or other "vector" species.
- 3) **SPECIAL SERVICES:** LAGUNA BEACH shall be responsible for and provide all pet licensing and license renewal, canvassing, and animal facility licensing and inspection in LAGUNA WOODS. New license applications shall be made available at Laguna Woods City Hall, the Laguna Beach Animal Shelter, and in the field through routine contact

with Animal Services Officers. Pet License renewals shall be processed and issued by mail through the existing renewal process, or in person at the Laguna Beach Animal Shelter. LAGUNA BEACH will process renewals and answer telephone and in-person questions regarding licensing requirements. LAGUNA BEACH shall periodically canvass LAGUNA WOODS residences, as appropriate, to locate and license unlicensed dogs.

Some animal-related businesses in LAGUNA WOODS will be inspected annually as required by law and in response to any complaints to assure that facilities meet required laws and standards. LAGUNA BEACH shall provide advance notification of such inspections to LAGUNA WOODS, and will advise LAGUNA WOODS of any violations and/or enforcement action taken.

A low cost vaccination clinic will be coordinated and conducted once a year. The clinic will be located at the Laguna Beach Animal Shelter at 20612 Laguna Canyon Road, or at another appropriate location within the City of Laguna Woods

- 4) SHELTER SERVICES: LAGUNA BEACH shall be responsible for and provide animal shelter services to LAGUNA WOODS. Services shall be provided at the Laguna Beach Animal Shelter, 20612 Laguna Canyon Road, Laguna Beach. The shelter will be open to the public to locate lost pets or for pet adoption seven days per week, except holidays. Public hours may vary from day to day, but shall generally be between 11 a.m. and 4 p.m.

LAGUNA BEACH agrees to maintain its animal shelter in a humane manner and keep said premises in a clean condition at all times in accordance with policies and the budget approved by LAGUNA BEACH for the shelter, and that all services furnished by it hereunder shall be in accordance with the laws of the State of California, and that it will give required notices and use humane methods of care and destruction of any animal coming under its jurisdiction pursuant to its policies.

After review by the Evaluation Committee, vicious or seriously sick or injured domestic animals may be euthanized by lethal injection.

- B. LAGUNA WOODS understands that while the cost of the services provided were originally based on the salary and benefits of one full-time Animal Services Officer, LAGUNA BEACH is entering into the agreement with the expectation that the actual field services provided should not exceed 1250 hours annually. LAGUNA WOODS understands that the expense of operating the entire Animal Services program also includes but is not limited to

the operation of the Animal Shelter facility, medical treatment of animals, animal disposal, police communications, administration, management, supervision, report preparation, court testimony, ongoing training, and driving time between the two cities.

- C. LAGUNA WOODS agrees to maintain all animal service related fees and license fees equal to the fee schedule of LAGUNA BEACH.
- D. LAGUNA WOODS understands that all revenues generated through licensing, fines, penalties, and fees generated through the activities and actions described in this agreement will not be reimbursed to LAGUNA WOODS. Such revenues will be used to offset the variable costs of setting up the licensing records of all licensed dogs, printing of related forms, notices, documents, tags, and care and feeding of impounded animals.
- E. LAGUNA BEACH shall furnish and supply all necessary labor, supervision, equipment and supplies to provide the services described in this Agreement. In all instances wherein special supplies, stationery, notices, forms and the like are issued in the name of LAGUNA WOODS, the same shall be supplied by LAGUNA WOODS at its own expense subject to approval by LAGUNA WOODS.
- F. The method by which services are provided, the standard of performance, any other matters incidental to the performance of such services, and the control of personnel so employed, shall be determined by LAGUNA BEACH. In the event of a dispute between the parties as to the extent of the duties and functions to be provided hereunder, or the level and manner of such services, the parties shall meet in good faith to resolve their differences. In the event of an impasse, the decision of the City Manager of LAGUNA BEACH shall be final.
- G. To facilitate the performance of services hereunder, LAGUNA BEACH shall have full cooperation and assistance from LAGUNA WOODS, its officers, agents and employees.
- H. If agreeable to both parties, additional services may be rendered by LAGUNA BEACH and paid for by LAGUNA WOODS. Additional services must be approved in writing by LAGUNA WOODS.
- I. The Laguna Beach Animal Shelter is under the direct supervision of the Laguna Beach Police Department. Complaints, concerns,

and problems may be directed to the on-duty Police Department Watch Commander, Animal Shelter Manager, or Animal Services Manager (or other Police Department Supervisor or Management level employee.)

- J. LAGUNA WOODS shall be responsible for negotiating, managing and paying for any contracts entered into with a private service provider to handle the abatement of coyotes, mountain lions, or any other non-domesticated animals that are deemed to be causing a nuisance.

4. STATUS OF CONTRACTOR

Although the services herein described are municipal functions, all persons employed by LAGUNA BEACH to provide said services shall be LAGUNA BEACH employees; no person employed hereunder shall have the right to any LAGUNA WOODS pension or civil service status. When performing services under this Agreement and for the purpose of giving official status to the performance therefor where necessary, but not for the purpose of liability or indemnification, every LAGUNA BEACH officer or employee shall be deemed to be an officer or agent of LAGUNA WOODS.

5. CONFORMITY OF LAWS OR REGULATIONS

- A. Notwithstanding anything to the contrary herein contained, this Agreement shall terminate at any time that LAGUNA WOODS fails to enact, and to maintain in full force and effect an ordinance substantially the same as the provisions of Title 6 of the LAGUNA BEACH Municipal Code, and other regulations presently adopted by the LAGUNA BEACH City Council concerning animal control, including those which relate to fees. This Agreement shall also terminate if LAGUNA WOODS does not enact the same amendments to its Municipal Code as those adopted by LAGUNA BEACH City Council regarding animal control within sixty (60) days after a request to do so by LAGUNA BEACH'S City Manager. The LAGUNA BEACH City Manager, acting on behalf of LAGUNA BEACH, may use discretion and need not request LAGUNA WOODS to adopt amendments, which do not apply to LAGUNA WOODS.
- B. LAGUNA WOODS agrees to take all actions and adopt and approve such ordinances, resolution or other regulations necessary to enable LAGUNA BEACH personnel to enforce the ordinances and laws within the corporate jurisdiction of LAGUNA WOODS.

6. PREPARATION OF ANNUAL BUDGET

LAGUNA BEACH assumes all responsibility for the preparation of the Animal Services budget for Fiscal Year 2012-2013, and the budget for all successive fiscal years for which this Agreement remains in effect.

7. PREPARATION OF STATISTICAL REPORTS

LAGUNA BEACH will prepare and provide statistical information to LAGUNA WOODS on a monthly basis containing information on all animal services related calls for service in LAGUNA WOODS received by the LAGUNA BEACH Police Communications Center; and all Animal Shelter related services provided to LAGUNA WOODS (e.g. licensing, permitting, and numbers of animals, duration held, and disposition).

LAGUNA BEACH will assist and provide LAGUNA WOODS with special requests for information either on specific calls, special statistical information, or other similar requests as is reasonably available through the Police Department computerized dispatching system and Animal Shelter records.

8. PAYMENTS

A. BASIS FOR PAYMENT

LAGUNA WOODS shall pay LAGUNA BEACH for the actual costs of providing animal control and animal shelter services to the area located within LAGUNA WOODS.

B. PAYMENT METHOD

- (1) In consideration for the animal control, transition costs, and shelter services provided by LAGUNA BEACH during the term of the Agreement, LAGUNA WOODS shall make a Fiscal Year 2012-2013 Payment to LAGUNA BEACH in the amount of \$86,793, and a Fiscal Year 2013-2014 Payment to LAGUNA BEACH in the amount of \$90,156.
- (2) The 2012-2013 Fiscal Year Payment shall be paid to LAGUNA BEACH in monthly installments, each payment equal to \$7,232.75 or one-twelfth (1/12) of the total Provisional Payment for the 2012-2013 Fiscal Year. The first payment is due on July 30, 2012, and subsequent monthly payments shall be due on the 30th of each calendar

month thereafter, with the last payment due on June 30, 2013. The 2013-2014 Fiscal Year Payment shall be paid to LAGUNA BEACH in monthly installments, each payment equal to \$7,513.00 or one-twelfth (1/12) of the total Provisional Payment for the 2013-2014 Fiscal Year. The first payment is due on July 30, 2013, and subsequent monthly payments shall be due on the 30th of each calendar month thereafter, with the last payment due on June 30, 2014.

- (3) If a payment is not received by LAGUNA BEACH within thirty (30) days after the due date, LAGUNA BEACH may cease providing any further service under this Agreement with LAGUNA WOODS and may satisfy the indebtedness in any manner prescribed by law.
- (4) LAGUNA WOODS shall not be called upon to assume any liability for (1) the direct payment of any salaries, wages or other compensation to any LAGUNA BEACH personnel performing services pursuant to this Agreement, (2) any liability for any LAGUNA BEACH employee for injury or sickness arising out of his or her employment while performing services pursuant to this Agreement: provided, however, the costs of such liabilities described in this subparagraph shall be considered expenditures for the Animal Services program and shall be allocated pursuant to the terms of Paragraph 8C of this Agreement.

C. DETERMINATION OF COST OF SERVICES

- (1) LAGUNA BEACH shall use the salary and benefits of one full-time Animal Services Officer to determine the Actual Cost of the animal control and shelter services provided to LAGUNA WOODS for each fiscal year during the term of this Agreement. This figure will be adjusted annually to reflect any changes in those salary or benefits such as a negotiated salary increase.

D. FEE REVENUE

- (1) LAGUNA BEACH shall receive all cooperation possible from LAGUNA WOODS to enable efficient enforcement of fee collection. LAGUNA BEACH shall retain all fees and revenue derived from the enforcement of the LAGUNA WOODS ordinances pertaining to the animal control services provided by LAGUNA BEACH.

- (2) LAGUNA BEACH agrees to keep and make available to LAGUNA WOODS a record of all license revenue collected from residents of LAGUNA WOODS, and all fee revenue generated from animals received from LAGUNA WOODS residents or impounded within the corporate limits of LAGUNA WOODS.

9. CONSULTATION

LAGUNA BEACH agrees to consult with LAGUNA WOODS during the consideration of, and prior to any final decision and/or implementation of the following:

- A. Any proposed change in the level of service, staffing, days or hours of operation of field services, special services or shelter services.
- B. Any proposal to offer or contract for the provision of animal control and shelter services to another public agency.
- C. Any proposed change to LAGUNA BEACH ordinances, regulations, and fees concerning animal control services that LAGUNA BEACH would propose be adopted by LAGUNA WOODS.

10. RECORDS

All records created or received by LAGUNA BEACH in accordance with this Agreement shall be LAGUNA BEACH records. LAGUNA BEACH agrees to keep such books and records in such form and manner as specified in the Municipal Code. Said Books shall be open for examination by LAGUNA WOODS at all reasonable times.

11. ALERTION OF TERMS

This Agreement fully expresses all understandings of LAGUNA BEACH and LAGUNA WOODS with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

12. INDEMNIFICATION

LAGUNA WOODS agrees to and shall defend, indemnify and hold LAGUNA BEACH, its elected officials, officers, agents and employees harmless from any and all claims actions and judgments for injury, loss or damage arising out of or resulting from the performance of services by LAGUNA BEACH under this Agreement in or for the benefit of LAGUNA WOODS; provided however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from the enactment and maintenance by LAGUNA WOODS of the ordinance and regulations required under Section 5 of this Agreement; and provided further, however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from an act or omission of LAGUNA BEACH personnel not within the scope of employment or an act or omission constituting actual fraud, corruption or actual malice.

LAGUNA BEACH agrees to and shall defend, indemnify and hold LAGUNA WOODS, its elected officials, officers, agents and employees harmless from any and all claims actions and judgments for injury, loss or damage arising out of or resulting from the performance of services by LAGUNA BEACH under this Agreement in or for the benefit of LAGUNA WOODS; provided however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from the enactment and maintenance by LAGUNA WOODS of the ordinance and regulations required under Section 5 of this Agreement; and provided further, however, this obligation shall not apply where the alleged injury, loss or damage arises out of or results from an act or omission of LAGUNA BEACH personnel not within the scope of employment or an act or omission constituting actual fraud, corruption or actual malice.

13. BREACH OF AGREEMENT

If either LAGUNA BEACH or LAGUNA WOODS defaults in the performance of the terms or conditions of the Agreement, it shall have thirty (30) days after service upon it of a written notice of default in which to cure the default by rendering satisfactory performance. In the event that a party fails to cure its default within such period of time, the other party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, inequity, or under this Agreement. The failure of either party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either the term or condition, or of any other term or condition of this Agreement.

14. ATTORNEYS' FEES

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

15. NOTICES

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices authorized or required by this Agreement shall be deemed effective when reduced to writing and deposited in the United States mail, certified, and addressed as follows:

To LAGUNA BEACH: City Manager
 City of Laguna Beach
 505 Forest Avenue
 Laguna Beach, CA 92651

To LAGUNA WOODS: City Manager
 City of Laguna Woods
 24264 El Toro Road
 Laguna Woods, CA 92637

IN WITNESS WHEREOF, the City of Laguna Beach by motion duly adopted by its City Council caused this Agreement to be signed by its City Manager and attested by its City Clerk, and the City of Laguna Woods, by motion duly adopted by its City Council caused this Agreement to be signed by its City Manager and attested by its City Clerk, to become effective on the day first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DATED: _____

DATED: _____

By: _____
LESLIE A. KEANE
Laguna Woods City Manager

By: _____
JOHN PIETIG
Laguna Beach City Manager

DATED: _____

DATED: _____

By: _____
YOLIE TRIPPY
Laguna Woods Deputy City Clerk

By: _____
MARTHA ANDERSON
Laguna Beach City Clerk

DATED: _____

DATED: _____

By: _____
DAVID COSGROVE
Laguna Woods City Attorney

By: _____
PHILIP D. KOHN
Laguna Beach City Attorney

4.6
SOLID WASTE AND RECYCLING CONTRACT
SERVICES
(NO REPORT)

4.7
PLAN CHECK CONTRACT SERVICES
(NO REPORT)

4.8
HOUSEHOLD HAZARDOUS AND E-WASTE
COLLECTION
(NO REPORT)

4.9
CLOSED CAPTIONING SERVICES
(NO REPORT)

4.10
STATE-LOCAL PARTNERSHIP PROGRAM

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT UNDER THE PROPOSITION 1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR QUALITY, AND PORT SECURITY BOND ACT OF 2006 FOR THE EL TORO ROAD PAVEMENT RECONSTRUCTION, ADA ACCESS RAMP IMPROVEMENT AND RIDGE ROUTE DRIVE PAVEMENT REHABILITATION PROJECTS

WHEREAS, California voters approved Proposition 1B Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, which makes State-Local Partnership Program (SLPP) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for nominating proposals; and

WHEREAS, City of Laguna Woods possesses authority to nominate projects funded using Measure M2 Fair Share and State-Local Partnership Program funding and to finance, acquire and construct the proposed projects; and

WHEREAS, by formal action the City Council authorizes the nominations of El Toro Road Pavement Reconstruction Project as Priority 1, ADA Access Ramp Improvement Project as Back-Up 1, and Ridge Route Drive Pavement Rehabilitation Project as Priority 2, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Woods to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Woods will maintain and operate the property acquired, developed, rehabilitated or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans), California Transportation Commission (CTC), and OCTA, the City of

Laguna Woods or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the City of Laguna Woods will give Caltrans, CTC and OCTA's representatives access to and the right to examine all records, books, papers or documents related to the project; and

WHEREAS, the City of Laguna Woods will cause work on the project to be commenced within six months following notification from the State that funds have been allocated by the CTC and that the project will be carried to completion with reasonable diligence; and

WHEREAS, for the El Toro Pavement Reconstruction Project (Priority 1), the City of Laguna Woods commits \$293,000 of City of Laguna Woods' Measure M2 Fair Share funds to provide 49.6% of total project cost as match to the requested \$293,000 in OCTA Formula SLPP funds for a total project cost estimated to be \$590,997; and

WHEREAS, for the ADA Access Ramp Improvement Project (Back-Up 1), the City of Laguna Woods commits \$293,000 of City of Laguna Woods' Measure M2 Fair Share funds to provide 49.6% of total project cost as match to the requested \$293,000 in OCTA Formula SLPP funds for a total project cost estimated to be \$590,997; and

WHEREAS, the City of Laguna Woods is requesting \$25,000 of OCTA Formula SLPP to be transferred to the City of Laguna Hills for the Ridge Route Drive Pavement Rehabilitation Project (Priority 2); and

WHEREAS, for the Ridge Route Drive Pavement Rehabilitation Project (Priority 2), the City of Laguna Hills intends to commit \$25,000 of City of Laguna Hills' Measure M2 Fair Share and/or Measure M1 Local Turnback as match to the City of Laguna Woods' requested \$25,000 in OCTA Formula SLPP funds; and

WHEREAS, the City of Laguna Woods' City Council authorizes inclusion of funding for the project in the City of Laguna Woods budget to facilitate its delivery; and

WHEREAS, the City of Laguna Woods will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental

Policy Act, the American with Disabilities Act and any other federal, state and/or local laws, rules and/or regulations; and

WHEREAS, the City of Laguna Woods' City Council authorizes the execution of any necessary cooperative agreements between the City of Laguna Woods and OCTA to facilitate the delivery of the project; and

WHEREAS, the City of Laguna Woods' City Council authorizes the inclusion of this project in the City of Laguna Woods Capital Improvement Program to facilitate its delivery; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF LAGUNA WOODS, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

Section 1. The City Council of the City of Laguna Woods hereby authorizes the City Manager or her designee as the official representative of the City of Laguna Woods to apply for the State-Local Partnership Program funding under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 for the El Toro Road Pavement Reconstruction, ADA Access Ramp Improvement and Ridge Route Drive Pavement Rehabilitation Projects.

Section 2. The City of Laguna Woods agrees to fund its share of the project costs and any additional costs of the identified projects.

PASSED, APPROVED AND ADOPTED on this ____ day of June 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 12-XX** was duly adopted by
the City Council of the City of Laguna Woods at a regular meeting thereof, held on
the _____ day of June 2012, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

4.11
AMENDMENT No.1 TO ORANGE COUNTY
TRANSPORTATION AUTHORITY
AGREEMENT No. C-9-0625

1 **NOW, THEREFORE**, it is mutually understood by AUTHORITY and AGENCIES that
2 Agreement No. C-9-0625 is hereby amended in the following particulars only:

3 1. Amend **ARTICLE 4. MUTUAL RESPONSIBILITIES OF ALL PARTIES**, page 7 of 15,
4 Paragraph 11, line 5, to delete "June 30, 2012" as the expiration date and in lieu thereof insert
5 "December 31, 2012".

6 The balance of said Agreement remains unchanged.

7 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
8 Agreement No. C-9-0625 to be executed on the effective date above written.

9 **CITY OF IRVINE**

ORANGE COUNTY TRANSPORTATION AUTHORITY

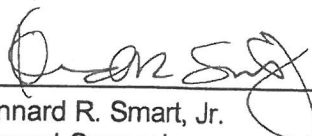
10
11 By: _____
12 Shawn Joyce
13 City Manager

By: _____
Meena Katakia
Manager, Capital Projects

14 **ATTEST:**

APPROVED AS TO FORM:

15 By: _____
16 Sharie Apodaca
17 City Clerk

By:  _____
Kennard R. Smart, Jr.
General Counsel

18 **APPROVED AS TO FORM:**

19
20 By: _____
21 Phil Kohn
22 City Attorney

23
24
25
26


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-0625 to be executed on the effective date above written.

CITY OF TUSTIN

By: _____
John Nielson
Mayor

ATTEST:

By: _____
Pamela Stoker
City Clerk

APPROVED AS TO FORM:

By: _____
David Kendig
City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF LAGUNA HILLS**

4
5 By: _____
6 Melody Carruth
7 Mayor

8 **ATTEST:**

9 By: _____
10 Peggy J. Johns
11 City Clerk

12 **APPROVED AS TO FORM:**

13
14 By: _____
15 Gregory E. Simonian
16 City Attorney
17
18
19
20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-0625 to be executed on the effective date above written.

CITY OF LAGUNA NIGUEL

By: _____
Paul Glaab
Mayor

ATTEST:

By: _____
Pam Lawrence
City Clerk

APPROVED AS TO FORM:

By: _____
Terry E. Dixon, Esq.
City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-0625 to be executed on the effective date above written.

CITY OF LAGUNA WOODS

By: _____
Cynthia Conners, J. D.
Mayor

ATTEST:

By: _____
Yolie Trippy
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
David B. Cosgrove
City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF ALISO VIEJO**

4
5 By: _____
6 William Phillips
7 Mayor

8 **ATTEST:**

9 By: _____
10 Susan Ramos
11 City Clerk

12 **APPROVED AS TO FORM:**

13
14 By: _____
15 Scott Smith
16 City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-9-0625 to be executed on the effective date above written.

3 **CITY OF DANA POINT**

4
5 By: _____
6 Lara Anderson
7 Mayor

8 **ATTEST:**

9 By: _____
10 Kathy Ward
11 City Clerk

12 **APPROVED AS TO FORM:**

13
14 By: _____
15 Patrick Munoz
16 City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-0625 to be executed on the effective date above written.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
James Pinheiro
Deputy District Director
Operations and Maintenance

5.1
2012 MUNICIPAL ELECTION CALENDAR

City of Laguna Woods – 2012 Municipal Election Calendar

July 16 - Aug. 10, 2012	FILING PERIOD - CANDIDATE NOMINATION PAPERS EC §§10220 et seq
August 10, 2012	Deadline to deliver resolution calling ballot measure election to Registrar and request election consolidation and services. For bonds, Tax Rate Statement also due. EC §§12001, 10002, 1405, 9241; EC §§9400-9401
August 11-15, 2012	Extended candidate filing period. Filing is extended if an incumbent eligible for re-election does not file for re-election prior to 5:00 p.m. on August 10th. Incumbents are not eligible to file during the extended period. EC §10225
August 17, 2012	Last day to file primary arguments. EC §§9280-9287
August 24, 2012	Last day to file rebuttal arguments. Impartial Analysis due. EC §§9280-9287
Aug. 24 - Sept. 4, 2012	Public review period for ballot arguments and Impartial Analysis. EC § 9295
Sept 10 - Oct. 23, 2012	Filing Period for Write in Candidates. EC §8601
Sept 27-Oct. 16, 2012	Voter Information & Sample Ballot Pamphlet mailing period. EC §§13303-04, 13306
Oct. 8 - 30, 2012	Vote-by-Mail Ballots may be obtained between these dates. After October 30th VBM ballots may be obtained at the Registrar's office. EC §3001
October 5, 2012	First Pre-Election Campaign Statement due. GC §84200.7
October 22, 2012	Last Day to Register to Vote. EC §§2102, 2107
October 25, 2012	Second Pre-Election Campaign Statement due. GC §84200.7
November 6, 2012	Election Day EC §1000
December 4, 2012	Last day for County to certify election results. EC §15372
December 19, 2012	Council to adopt and certify election results and seat newly elected members EC §§9217, 10262-10263
January 31, 2013	Semi-Annual Campaign Statement due. GC §84200

6.1
MOULTON PARKWAY PHASE 2 PROPERTY
ACQUISITION

**City of Laguna Woods
Agenda Report**

FOR: June 27, 2012 City Council Meeting

TO: Honorable Mayor and Councilmembers

FROM: Douglas C. Reilly, Assistant City Manager *DR*

Agenda Item: Moulton Parkway Phase 2 Property Acquisition

Recommendation:

Approve an agreement with the Golden Rain Foundation for the acquisition of property and appropriate mitigation measures required for the completion of the Moulton Parkway Smart Street improvement; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

Background

The City is continuing to partner with the County of Orange (County) to construct Moulton Smart Street Phase 2 improvements from just north of El Toro Road to Santa Maria Avenue. The improvements include widening of Moulton Parkway to provide for bicycle lanes, ten to eleven foot sidewalks on both sides of the street, lengthening the left turn lane at Laguna Woods Village Gate 16, adding dedicated right turn lanes at Village Gates 12 and 16, and into the entrance to Village Garden Center 1. A bus turnout will be built on southbound Moulton Parkway after the entrance to Village Gate 16, the roadway will be completely reconstructed and repaved, medians rebuilt with pavers and new landscaping planted in medians and trees planted at the back of sidewalks. Final bid plans and specifications will be completed by September, with award of a contract anticipated by December 2012 and the start of work by spring 2013.

In October 2001, the City Council approved an agreement with the County for Moulton Smart Street project design and right of way acquisition. The agreement includes a commitment by the City to acquire right of way within

Laguna Woods. The City acquired property fronting the Village Equestrian Center on El Toro Road and Moulton Parkway, and the Village Golf Course along Moulton Parkway just north of the Moulton Auto Spa through eminent domain and a subsequent settlement agreement for Phase 1 construction at the El Toro/Moulton intersection. An irrevocable offer to dedicate property along the Village golf course north to the start of the Village Garden Center 1 was a condition of approval for a conditional use permit for the Village golf starter building, and a subsequent agreement was negotiated to identify planned improvements and mitigation measures for this section of the future Phase 2 project.

Discussion

In April 2012, City staff initiated discussions with Village staff over the acquisition of remaining property for the Moulton Phase 2 work. This includes property fronting Garden Center 1 and the Village nursery and driving range. An offer letter was delivered in May to the president of the Golden Rain Foundation (GRF), the property owner, which was generally received favorably. An agreement over the acquisition of the property was drafted by the City and delivered to Village staff at the end of May. The GRF Board of Directors conceptually approved the draft agreement on June 5, 2012.

Subsequent meetings resulted in some modifications to the agreement. The most important leaves out the section in front of Village Garden Center 1 in the base bid, since it is a relatively minor part of the overall project. It then includes two bid alternates for that section. One would keep the entrance at its current location but add a right turn lane, with GRF donating the extra property needed to build it, and the other would relocate the entrance to Santa Maria Avenue, with GRF donating the additional property needed for the relocation and paying the difference in cost between the two options. County engineering staff stated that there would be no problem in bidding the project this way. Language will be included in the bid that requires bidders to use the same unit pricing in items for both the base bid and bid alternates. The GRF Board approved the final agreement on June 20, 2012.

The agreement is very similar to the two earlier agreements for the acquisition of property for the Moulton project. The agreement commits the City, and its agents (e.g., County of Orange) to many of the same types of mitigation measures that were included in the other agreements. These

include new walls, fencing, replacement landscaping, replacement gate at Gate 12, golf course netting and similar measures.

The agreement reconfirms the \$52,551 purchase price offered by the City for fee simple property and an additional \$24,315.53 for temporary construction easements. Copies of Exhibits 1 to 16 – right of way parcel maps and legal descriptions – are available in the office of the City Clerk.

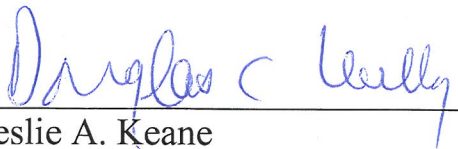
Fiscal Impact

Right of way acquisition is funded by the County through the Moulton-Niguel road fee program. Construction of the project will be funded through a combination of County Measure M2 Fair Share and State and Local Partnership Program (SLPP) funds. As with Phase 1, the County will continue to reimburse the City for any expenses related to the project.

Conclusion

Over the last two years, the City negotiated two agreements for the acquisition of property for the Moulton Smart Street Project, Phase 1 and 2, with GRF, the property owner. Recently, the City negotiated a third agreement to acquire the remaining property needed for Phase 2 project work. The agreement reconfirms the purchase price and mitigation measures for the affected properties, and provides for two bid alternates that will allow the entrance to Garden Center 1 to be moved to the fourth leg of the Santa Maria/Moulton intersection, with GRF donating property and paying the additional cost for the move.

Approved:

fa 

Leslie A. Keane
City Manager

**SECOND AGREEMENT REGARDING A PORTION OF SEGMENT 3, PHASE II OF
THE MOULTON SMART STREET PROJECT**

This Agreement (“Agreement”) 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 of Laguna Woods (the “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 City has worked cooperatively with the County of Orange in order to accomplish certain roadway and traffic improvements along Moulton Parkway (“Moulton Smart Street Project” or “Project”);
- b. Segment 3, Phase II of the Project is that portion of the Project beginning 428 feet north of El Toro Road and extending northward to 566 feet north of Santa Maria (“Segment 3/Phase II of the Project”).
- c. The Base bid for the project widens Moulton Parkway to provide continuous sidewalks and bicycle lanes, bus turnouts and bus pads, dedicated right turn lanes at intersections, and increases the capacity of left turn lanes. The Base bid will run the entire length of the Project, except for the area encompassing the Garden Center Property, two alternative designs for which will be included as bid alternates. Bid Alternate 1 will maintain the location of the existing driveway into the Garden Center Property located south of Santa Maria Avenue and include a dedicated right turn lane into the driveway for which GRF shall donate property as described in this Agreement. Bid Alternate 2 will relocate the existing driveway to the east leg of Santa Maria Avenue at Moulton Parkway, including a right turn lane into the driveway and other improvements, for which GRF shall donate property as described in this Agreement.
- d. The Moulton Smart Street Project requires temporary construction easements and fee interests in portions of properties owned by GRF;
- e. GRF is the owner of certain real property bearing Assessor Parcel Number 616-021-18 (Garden Center Property) and Assessor Parcel Number 616-012-13 (Driving Range & Plant Nursery Property). The Garden Center Property and the Driving Range & Plant Nursery Property are collectively referred to as the “GRF Property”;
- e. The City has undertaken pre-condemnation processing activities in connection with the potential acquisition of the Project Properties, as that term is more specifically described herein, including securing an appraisal and making a pre-condemnation offer

under Government Code sections 7267.1, and 7267.2, complying with the provisions of Title 25, California Code of Regulations sections 6184 et seq., and otherwise negotiating in good faith with GRF, as called for under government Code section 7267. These statutorily-directed negotiations have led to an agreement as evidenced in this Agreement, making further processing toward acquisition of the Project Properties by eminent domain unnecessary. In the absence of this Agreement, City staff was prepared to recommend to City Council the consideration and adoption of a resolution of necessity under Code of Civil Procedure section 1245.235, authorizing the use of eminent domain to acquire the properties which are the subject of this agreement.

- f. In light of all of the foregoing, the Parties desire to enter into this Agreement in order to provide the terms and conditions for the purchase and sale of the property interests described below necessary for the construction of that portion of Segment 3, Phase II of the Project.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Agreement to Sell and Purchase. GRF agrees to sell to the City, and the City agrees to purchase from GRF, the following properties and interests needed for the Project, all of which are owned by GRF, for the purchase price and upon the terms and conditions hereinafter set forth:

(a) in fee simple absolute, Parcel Number 172, which is approximately 8,233 square feet, and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 2;

(b) a temporary construction easement in Parcel Number 172.1, which is approximately 8,146 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 3, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(c) in fee simple absolute, Parcel Number 173, which is approximately 795 square feet, and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 4;

(d) a temporary construction easement in Parcel Number 173.1, which is approximately 3,242 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 5, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(e) a temporary construction easement in Parcel Number 173.2, which is approximately 5,271 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 6, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(f) a temporary construction easement in Parcel Number 173.3, which is approximately 26,484 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 7, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(g) in fee simple absolute, Parcel Number 179.4, which is approximately 2,650 square feet, and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 8;

(h) a temporary construction easement in Parcel Number 179.5, which is approximately 994 square feet, and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 9, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(i) a temporary construction easement in Parcel Number 179.6, which is approximately 1,656 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 10, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(j) a temporary construction easement in Parcel Number 189, which is approximately 2,753 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 11, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(k) a temporary construction easement in Parcel Number 189.1, which is approximately 5,489 square feet and is depicted in the diagram attached to this Agreement as Exhibit 1 and described in the legal description attached to this Agreement as Exhibit 12, lasting up to 24 months from the start of construction of Segment 3/Phase II of the Project;

(l) TCE Rights Acquired. For those portions of the Project Properties consisting of Temporary Construction Easements, the rights being acquired over the defined TCE areas are as follows:

The temporary construction easement is a nonexclusive easement which permits City, its officers, agents, employees, and contractors, to enter upon, occupy, and pass over the temporary construction easement area, more specifically described in the legal descriptions attending the various TCE parcels, as deemed reasonably necessary for all purposes incidental to the construction of the Project. The temporary construction easement shall include the right to perform within the temporary construction easement area, any necessary excavation; grading; earth fill; compaction; installation of concrete forms; landscaping; irrigation; utility; and sign relocation; accommodation of private drainage facilities or; and deposit of tools, equipment, and material for all such necessary activities which are reasonably incidental to the work being performed on said property in connection with the Project.

Such incidental activities shall include, but not be limited to, utilizing the temporary construction easement area for adjusting grade differentials, matching existing concrete and/or asphalt paved areas, and/or natural grade areas, or such work as may pertain to on-site improvements to render the temporary construction easement area or the larger parcel to which it pertains in the same functional condition as reasonably practicable to the condition before the Project.

(m) The specific property interests in the GRF Properties to be sold by GRF and purchased by the City will be referred to hereinafter as the "Project Properties" and are summarized in the chart below:

Parcel	Estate	Size
172	Fee (Project ROW)	8,233 square feet
172.1	TCE (Project TCE)	8,146 square feet
173	Fee (Project ROW)	795 square feet
173.1	TCE (Project TCE)	3,242 square feet
173.2	TCE (Project TCE)	5,271 square feet
173.3	TCE (Project TCE)	26,484 square feet
179.4	Fee (Project ROW)	2,650 square feet
179.5	TCE (Project TCE)	994 square feet
179.6	TCE (Project TCE)	1,656 square feet
189	TCE (Project TCE)	2,753 square feet
189.1	TCE (Project TCE)	5,489 square feet

To the extent there is a discrepancy between the diagrams attached as Exhibit 1 and the provisions of this Agreement, including but not limited to this paragraph and Paragraph 10, with regard to the nature of the estate being transferred for the Project, the grantor, or the grantee, the provisions of this Agreement shall govern.

2. Purchase Price. The City agrees to pay to GRF the following amounts (collectively, the "Purchase Price"), which the Parties acknowledge to be the just compensation for the Project Properties, and any additional dedications to be made by GRF pursuant to the provisions of paragraph 4(d) below:

(a) \$52,551 for fee simple title to Parcel Nos. 172, 173 and 179.4 (hereinafter referred to as "Project ROW Property"); and

(b) \$24,315.53 for the temporary construction easements over Parcel Nos. 172.1, 173.1, 173.2, 173.3, 179.5, 179.6, 189 and 189.1 (hereinafter referred to as "Project TCE Property");

for a total Purchase Price of Seventy-six thousand Eight Hundred Sixty-six Dollars and fifty-three cents (\$76,866.53).

The payment of the Purchase Price shall be accomplished through the City's payment to GRF by separate check made out to "Golden Rain Foundation of Laguna Woods" in the full amount of the Purchase Price. Additionally, the City shall secure the installation of the mitigation measures described in paragraph 4 below.

3. For purposes of this Agreement, the Project will be deemed to have started, and the TCEs shall be effective beginning, upon GRF's receipt of written notice from the City of commencement of construction activity.

4. Mitigation Measures.

a. Fencing. If Segment 3/Phase II of the Project requires removal and replacement of existing fencing on the Project Properties, the City agrees (1) that it shall provide replacement fencing on the Project TCE Property consisting of a retaining wall with tubular steel fencing and masonry pilasters ("Segment 3 Retaining Wall" or "RW III"), substantially similar to the Golf Course Retaining Wall constructed by the City for Phase I of the Project ("Phase I Golf Course Retaining Wall" or "GCRW I") and in substantial conformance with the plans and specifications for GCRW I, which were set forth in Exhibits 2 and 3 to the Phase I Agreement executed by the Parties on or about March 29, 2010; and (2) that it will install temporary fencing at the Project Property during the Project construction process for security purposes. Any such temporary fencing will be chain-link fencing and will be maintained by the City until the construction of the Retaining Wall described above has been completed, at which time the City shall remove said temporary fencing. If the City constructs RW III, any and all of the City's rights, title, and interest to RW III transfers to GRF upon recording of the Notice of Completion for that portion of Segment 3/Phase II of the Project that includes RW III.

b. Landscaping.

1. Unless it is not feasible to do so or GRF determines that it does not desire to have an existing tree (or trees) relocated, all existing trees that must be removed from the Project TCE Property as a result of the construction of Segment 3/Phase II shall be relocated in the same general area in which they currently exist in accordance with the approval of GRF, which approval shall not be unreasonably withheld. Valid reasons for which it may be determined that it is not feasible to relocate an existing tree are limited to the following: inadequate access for equipment to relocate the tree; and conditions that would create reasonable doubt as to whether the tree could be relocated and survive in a healthy condition. In the event

that a tree is to be replaced, it shall be replaced pursuant to Laguna Woods Municipal Code Chapter 4.26, except that at least one of the replacement trees shall be of a diameter at breast height ("DBH") equal to 50% of the DBH of the removed tree or, in the event that a replacement tree of such size is not reasonably available, then the replacement tree shall be of a minimum box size of 84-inches square. All replacement trees shall be subject to GRF's reasonable approval, which GRF may not unreasonably withhold.

In the event that a portion of the replacement trees required pursuant to Municipal Code Chapter 4.26 are not replaced in the same general area in which they currently exist, they shall be replaced either on the Project TCE Property or elsewhere on GRF-owned property, at no cost to GRF and at GRF's reasonable discretion and direction, pursuant to Laguna Woods Municipal Code Subsection 4.26.060(c)(2).

Any and all of the City's rights, title and interest to, and maintenance obligations for, the landscaping in the Project TCE Property transfers to GRF 180 days after the recording of the Notice of Completion for that portion of Segment 3/Phase II of the Project that includes the landscaping installed pursuant to this paragraph.

2. All existing trees that must be removed from the Project ROW Property as a result of construction of Segment 3/Phase II shall be replaced pursuant to Laguna Woods Municipal Code Chapter 4.26. In the event that a portion of the required replacement trees cannot be planted in the City-owned sidewalk or center median along Moulton Parkway, the City shall plant such replacement trees either on City-owned property elsewhere in the City or, if GRF requests, on GRF-owned property immediately adjacent to the fencing along Moulton Parkway referenced above in Paragraph 4(a). Such planting shall be at no cost to GRF. All such replacement trees that are placed on GRF-owned property pursuant to this subsection shall be subject to GRF's reasonable direction and approval, which GRF may not unreasonably withhold.

Any and all of the City's rights, title and interest to, and maintenance obligations for, replacement trees planted on GRF-owned property pursuant to this subsection transfers to GRF 180 days after the recording of the Notice of Completion for that portion of Segment 3/Phase II of the Project that includes the replacement trees installed pursuant to this paragraph. Any landscaping and irrigation facilities installed on the Project ROW Property shall be owned and maintained by the City.

c. Protective Netting/Screening. Before the City and/or County proceeds with and issues final plans for that portion of Segment 3/Phase II of the Project that includes the Project Property, the Parties' respective golf course architects shall meet and confer regarding the necessity of installing protective netting/screening on GRF Property along Moulton Parkway. If the Parties' respective golf course architects agree that the protective netting/screening is necessary as a result of Segment 3/Phase II of the Project, the City shall furnish and install protective netting/screening on GRF Property in order to protect vehicles and pedestrians on Moulton Parkway from stray and/or errant golf balls, in substantial conformance with the plans and specifications for the protective netting/screening, which are set forth in Exhibits 2 and 3 to the Settlement Agreement and Release between the City and GRF signed by the parties on or

about March 29, 2010, relating to Phase I of the Project (the "Phase I Agreement"). The length and height of the protective netting/screening shall be determined by the consensus of the Parties' respective golf course architects subject to Parties' approval. If the Parties cannot agree regarding the length and height of the protective netting/screening that is necessary as a result of Segment 3/Phase II of the Project, the parties shall mutually select a neutral third-party golf course architect to evaluate and decide these particular issues; neither the City nor GRF shall withhold approval of the neutral third-party golf course architect unreasonably. The neutral third-party golf course architect shall review the final plans for Segment 3/Phase II of the Project, visit the GRF Properties, and make a decision on the necessary length and height of the protective netting/screening on GRF Properties along Moulton Parkway. The neutral third-party golf course architect's decision regarding the length and height of the protective netting/screening shall be final and binding on the parties. Upon recording of the Notice of Completion for that portion of Segment 3/Phase II of the Project that includes the protective netting/screening installed pursuant to this paragraph, any and all of the City's rights, title, and interest in and to the protective netting/screening transfers to GRF.

d. Garden Center 1. City will cause the Project to be bid with a Base bid that widens Moulton Parkway to provide continuous sidewalks and bicycle lanes, bus turnouts and bus pads, dedicated right turn lanes at intersections, and increases the capacity of left turn lanes. The Base bid will run the entire length of the Project, except for the area encompassing the Garden Center Property, two alternative designs for which will be included as bid alternates. Bid Alternate 1 shall retain the entrance at its present location and adds a dedicated right turn lane into the entrance. In order to build Bid Alternate 1, GRF shall be required to dedicate 1,830 square feet to the City in fee, in addition to the areas described as parcel 172 above, and 1,742 square feet for TCE use in addition to the areas described as Parcel 172.1 above, all at no cost to the City, and as depicted in the diagram attached to this Agreement as Exhibit 13 and described in the legal description attached to this Agreement as Exhibit 14. Bid Alternate 2 shall move the entrance to the eastern leg of the intersection of Santa Maria Avenue at Moulton Parkway and includes regrading and reconfiguring the Garden Center 1 property, construction of a twenty foot driveway and turn-around area, parking lot, new garden plots and a retaining wall and fence along the golf course. In order to build Bid Alternate 2, GRF shall be required to dedicate 5,092 square feet to the City, in addition to the areas described as parcel 172 above, and 2,788 square feet for TCE use in addition to the areas described as Parcel 172.1 above, all at no cost to the City, and as depicted in the diagram attached to this Agreement as Exhibit 15 and described in the legal description attached to this Agreement as Exhibit 16. City shall not be required to build either Bid Alternate 1 or Bid Alternate 2 if the dedications required to accommodate the enhanced improvements, referenced in this paragraph as part of the Bid Alternates, are not irrevocably dedicated to the City on or before the time the construction contract for construction of the Project is approved by City. It is expected that the cost of Bid Alternate 2 will exceed the cost of Bid Alternate 1. Once the bids are received and the responsible low bidder has been identified, GRF and the City shall meet and confer regarding the appropriate bid alternate to accept. GRF shall be solely responsible for the payment of the difference in cost between the two bid alternates. If GRF deposits with the City the full amount of such cost differential prior to the time a bid alternate is accepted by the City, Bid Alternate 2 shall be accepted. If GRF does not

deposit with the City the full amount of such cost differential prior to the time a bid alternate is accepted by the City, Bid Alternate 1 shall be accepted.

5. GRF-Owned Utilities. In the event that the City must relocate GRF-owned utilities in the course of meeting its obligations under this Agreement, the City shall provide GRF with not less than 10 days notice of any interruption in service and will take all reasonable steps to minimize delays in operation.

6. City's Right of Entry. In addition to the Project Properties, and in consideration of all of the promises contained herein, permission is hereby granted by GRF to the City, or its authorized agents, to enter upon any additional portions of the adjacent GRF Property solely for the limited temporary purpose of performing any temporary maintenance obligations that the City may have concerning improvements to be constructed on the Project Properties; provided, however, the City, or its authorized agents, shall make reasonable efforts to notify GRF in advance of exercising this right of entry and obtain GRF's approval, which GRF shall not withhold unreasonably. This right shall hereinafter be referred to as the "Right of Entry." Under no circumstances shall this Right of Entry be construed to allow construction activities, including, but not limited to, storage of construction materials and/or equipment, beyond the limits of Project Properties. The Right of Entry herein granted is subject to the City defending and indemnifying GRF against, and holding GRF harmless from, any loss of or damage to any property, or injury or death of any person whomsoever, arising out of the exercise of the Right of Entry granted herein. It is understood that when the City's need for use of this Right of Entry ceases, the City shall discontinue all use of the GRF Property and return the GRF Property to a neat, clean condition equal to or better than the condition that existed prior to the start of construction of Segment 3/Phase II of the Project, consistent with the public improvements contemplated as part of the Project.. GRF grants this Right of Entry to the City in exchange for the City's performance under this Agreement, which GRF accepts as full just compensation, if any, for the value of the Right of Entry being granted herein.

7. Claims for Impacts Outside of Project as Proposed. The Parties hereto agree that the three-year statute of limitations set forth in Code of Civil Procedure section 338(j) shall apply to any claim by GRF that any activity undertaken by the City, outside of the construction of the Project in the manner proposed, and beyond those activities reasonably incident to the construction of the Project, has physically damaged GRF's remaining property, thus necessitating corrective measures. The Purchase Price herein shall constitute full and final consideration for the acquisition of the Project Properties hereunder, and construction of the Project in the manner proposed. The Parties hereto agree further, pursuant to the principles enunciated in *Pierpont Inn, Inc. v. State of California* (1969) 70 Cal.2d 282 and *Lee v. Los Angeles County Metropolitan Transp. Authority* (2003) 107 Cal.App.4th 848, that the three-year limitation period set forth in Code of Civil Procedure section 338(j) for any activities alleged to cause damage and outside of the Project as proposed shall not accrue until a Notice of Completion has been recorded for Segment 3/Phase II of the Project.

8. Waiver and Release by GRF. In consideration for City's payment of the Purchase Price and except as otherwise set forth herein, GRF waives any and all claims asserted or

assertable against City for damage or compensation of any type in connection with the City's acquisition of the Project Properties. This waiver includes, but is not limited to, all claims against City for just compensation, leasehold bonus value, severance damage under Code of Civil Procedure Sections 1263.410 et seq., any claims for compensation for loss of business goodwill under Code of Civil Procedure Section 1263.510, interest, litigation expenses, costs of all types, any claims against the City relating to loss of use or lost rents, claims for business interruptions, loss of business goodwill, or lost profits, claims for impairment of access, relocation assistance or benefits, or any claims whatsoever arising out of the City's planning and procedures leading up to City's attempted acquisition of the Project Properties, its planning or other activities relating to the Project, and all precondemnation activities undertaken by the City in investigating and pursuing the acquisition of the Project Properties, and the construction and operation of the Project in the manner proposed. In addition, GRF waives any rights under Code of Civil Procedure sections 1245.245 and 1263.615. With respect to the waivers stated herein, GRF acknowledges that it has been represented by counsel in this transaction, has been advised of the implications of this waiver, and agrees that such waivers are and shall be effective regardless of any later-discovered information, and in connection with such waivers, GRF voluntarily and knowingly releases any and all protections it may have under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. Waiver and Release by the City. The City and its employees, agents, officers, attorneys, assigns, representatives, predecessors, and successors, and each of them, agree to fully and forever waive and release GRF, and its employees, agents, insurance carriers, directors, officers, attorneys, assigns, representatives, predecessors, and successors, and each of them from any and all claims which the City may have, have had, or may in the future have, against GRF arising from the City's acquisition of the Project Properties.

With respect to each of the releases set forth in this Agreement, City acknowledges that it is familiar with the provisions of California Civil Code section 1542, which is expressly understood by each party hereto to provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

10. Title and Title Policy. It shall be a condition to the delivery of the Purchase Price that title to the Project Properties shall be conveyed to the City by GRF and that a title company approved by the City has issued, or be irrevocably committed to issue, at the City's expense, its

CLTA Standard Form Policy or Binder of Title Insurance (“Title Policy”) in the amount of the Payment showing title to the Project Properties vested in the City.

11. Representations and Warranties of the City.

A. The City shall repair and restore any improvements or land belonging to GRF outside of the Project Properties that may be damaged by the City or the City’s contractor during construction of the works of improvement for which the Project Property described above in Paragraph 1 is conveyed, or, at the City’s option, pay to GRF the fair market value of such improvements.

B. The City shall save and hold harmless, defend and indemnify GRF against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of the City or the City’s contractor in the performance of any work by the City or the City’s contractor in performing the mitigation measures described in Paragraph 5 above or in performing pursuant to Paragraphs 6 and 7 above.

C. Should any of the facilities installed on GRF-owned property outside of the Project Properties by, or on behalf of, the City pursuant to this Agreement prove to be defective due to faulty workmanship, material furnished or methods of installation, or should such facilities or any part thereof fail to operate properly, as planned and in accordance with the applicable plans and specifications, due to faulty workmanship, material furnished or methods of installation, all within one year of the recording of the Notice of Completion applicable to such facility, the City agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within 45 days after receipt of a demand from GRF. The rights provided under this section are not exclusive and shall be in addition to any other rights that GRF has at law and shall be cumulative.

12. Representations and Warranties of GRF. GRF makes the following representations and warranties, which shall survive the transfer of title of the Project Properties from GRF to the City:

A. GRF holds title to an indefeasible estate in fee simple in the Project Properties. GRF is the sole owner of the Project Properties, has good, absolute and marketable title to the Project Properties and has full power and authority to own and sell and convey the Project Properties to the City and to enter into and perform its obligations pursuant to this Agreement.

B. The execution and delivery of this Agreement by GRF and GRF’s performance hereunder will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which GRF is at present a party, or by which GRF is bound.

C. GRF will not enter into any agreements or undertake any new obligations

prior to the execution of the deeds required by this Agreement which will in any way burden, encumber or otherwise affect the Project Properties without the prior written consent of the City.

D. To GRF's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Project Property is pending, proposed or threatened.

E. According to GRF's knowledge, the Project Properties described above in Paragraph 2 are not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Project Properties, including, but not limited to, the underlying soil and groundwater conditions which could affect the Project Properties or their use, and neither GRF nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Project Properties, or transported to or from the Project Properties, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, *et seq.*; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

F. GRF has and shall have paid before the effective date of this Agreement any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Project Properties described above in Section 1. If not paid prior to the effective date of this Agreement, GRF hereby authorizes the City to disburse to the taxing authority from funds otherwise due to GRF an amount sufficient to discharge said taxes, assessments, penalties and interest.

13. Deeds. GRF shall execute and deliver to the City for recordation the deeds and Temporary Construction Easements in the form of the documents attached to this Agreement collectively as Exhibit 4.

14. Miscellaneous:

A. Good Faith. GRF and the City will work together cooperatively, reasonably, and in good faith to address and, if necessary, make any changes in the plans and specifications for Segment 3/Phase II of the Project to the extent such changes become necessary as a result of mistakes in the plans and specifications and/or to reflect changed conditions in the field. To the

extent that any GRF-owned facilities become located on City-owned property as a result of this Agreement, GRF will not need to obtain an easement to access such facilities.

B. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Golden Rain Foundation of Laguna Woods	Robert J. Mulvihill, Esq. HART, KING & COLDREN 200 Sandpointe, Fourth Floor Santa Ana, CA 92707
City of Laguna Woods	Leslie Keane City Manager City of Laguna Woods 24264 El Toro Road Laguna Woods, CA 92653

Any Party hereto may, from time to time, by written notice to the other Parties, designate a different address and/or a different person, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

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

D. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any Party without prior written consent of the other Party.

E. Governing Law. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either Party.

F. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the Parties hereto.

G. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute,

breach, default or misrepresentation in connection with the Agreement, 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.

H. Entire Agreement. This Agreement contains the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

I. Additional Documents. The Parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the Parties and shall never be treated as an admission by either Party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Laguna Woods and the Board of Directors of GRF.

L. Broker. GRF and the City each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such Party directly with the other Party without the intervention of any persons in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the Parties shall indemnify and defend the other Party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying Party with respect to the foregoing.

M. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

N. Severability. If any 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 will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

O. Waiver. Waiver by any Party of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

P. Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by the Parties to be bound thereby. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

Q. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations.

S. Recorded Grant Deeds. City will provide a copy of the recorded Grant Deeds to GRF in care of its managing agent, Professional Community Management, Inc.

GOLDEN RAIN FOUNDATION OF LAGUNA WOODS

Date: _____

By: _____

Date: _____

By: _____

APPROVED AS TO FORM

HART, KING & COLDEN

Date: _____

By: _____
Robert J. Mulvihill

CITY OF LAGUNA WOODS

Date: _____

By: _____
Leslie A. Keane
City Manager

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

Date: _____

By: _____
David B. Cosgrove
City Attorney