

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, March 16, 2016  
2:00 p.m.

Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637

Noel Hatch  
Mayor

Shari L. Horne  
Mayor Pro Tem

Cynthia Conners  
Councilmember



Bert Hack  
Councilmember

Carol Moore  
Councilmember

***Welcome to a meeting of the Laguna Woods City Council!***

***This meeting may be recorded, televised, and made publically available.***

**Public Comments:** Persons wishing to address the City Council are requested to complete and submit a speaker card to City staff. Speaker cards are available near the entrance to the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item *not* appearing on the agenda will be called upon during the "Public Comments" item. Persons who do not wish to submit a Speaker Card, or who wish to remain anonymous, may indicate their desire to speak from the floor. Speakers are requested, but not required, to identify themselves.

**Americans with Disabilities Act (ADA):** It is the intention of the City to comply with the ADA. If you need assistance to participate in this meeting, please contact either the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535 or the California Relay Service at (800) 735-2929/TTY (800) 735-2922. The City requests at least two business days' notice in order to effectively facilitate the provision of reasonable accommodations.

REGULAR MEETING SCHEDULE

The Laguna Woods City Council regularly meets on the third Wednesday of each month at 2 p.m.

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FOR ADDITIONAL INFORMATION

For additional information, please contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535, [cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org), or 24264 El Toro Road, Laguna Woods, California 92637.

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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)); and, at other locations designated by Resolution No. 02-33, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

  
\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

3-11-16  
\_\_\_\_\_  
Date

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 Concerned Citizens of Laguna Woods Village – 35<sup>th</sup> Anniversary

*Recommendation:* Approve and present the commendation.

**V. PUBLIC COMMENTS**

About Public Comments: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. Pursuant to State law, the City Council is unable to take action on such items, but may engage in brief discussion, provide direction to City staff, or schedule items for consideration at future meetings.

**VI. CONSENT CALENDAR**

About the Consent Calendar: All items listed on the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the City Council, City staff, or the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

6.1 City Council Minutes

*Recommendation:* Approve the City Council meeting minutes for the regular meeting on February 17, 2016.

6.2 City Treasurer's Report

*Recommendation:* Receive and file the City Treasurer's Report for the month of February 2016.

6.3 Warrant Register

*Recommendation:* Approve the warrant register dated March 16, 2016 in the amount of \$627,954.71.

6.4 Governmental Money Purchase Plan and Trust

*Recommendation:* Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND RESTATING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST, AND AUTHORIZING THE EXECUTION OF THE AGREEMENT, AS WELL AS OTHER RELATED DOCUMENTS

6.5 Catch Basin Maintenance Services

*Recommendation:* Approve an agreement with PV Maintenance, Inc. for catch basin maintenance services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Santa Maria Avenue Bioswale Project

*Recommendation:*

1. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016 RELATED TO THE SANTA MARIA AVENUE BIOSWALE PROJECT

AND

2. Approve the Santa Maria Avenue Bioswale Project design plans and specifications as recommended by the City Engineer.

AND

3. Award a contract agreement to STL Landscape, Inc. for the construction of the Santa Maria Avenue Bioswale Project, in the amount of \$48,000, plus authorized change orders not to exceed 5% of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

## **VII. PUBLIC HEARINGS**

## **VIII. CITY COUNCIL BUSINESS**

- 8.1 Appointment of Southern California Association of Governments' 2016 General Assembly Delegate and Alternate Delegate

*Recommendation:* Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2016 General Assembly.

- 8.2 Civic Support Fund

*Recommendation:* Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING THE FORMATION OF A NONPROFIT PUBLIC BENEFIT CORPORATION TO SUPPORT CITY PROGRAMS, PROJECTS, AND SERVICES AND TO FUNCTION AS A FRIENDS OF THE LIBRARY GROUP IN SUPPORT OF THE LAGUNA WOODS BRANCH OF THE COUNTY OF ORANGE'S PUBLIC LIBRARY SYSTEM; APPROVING ARTICLES OF INCORPORATION; AND, AUTHORIZING PROCESSES AND ACTIONS TO INCORPORATE AND OBTAIN TAX-EXEMPT STATUSES

## **IX. CITY COUNCIL REPORTS AND COMMENTS**

About City Council Comments and Reports: This is the time and place for members of the City Council to provide reports on meetings attended including, but not limited to, meetings of regional boards and entities to which they have been appointed to represent the City and meetings attended at the expense of the City pursuant to California Government Code Section 53232.3. Members of the City Council may also make other comments and announcements.

- 9.1 Coastal Greenbelt Authority  
Councilmember Conners; Alternate: Mayor Pro Tem Horne
- 9.2 Orange County Fire Authority  
Mayor Hatch
- 9.3 Orange County Library Advisory Board  
Councilmember Moore; Alternate: Mayor Pro Tem Horne
- 9.4 Orange County Mosquito and Vector Control District  
Mayor Pro Tem Horne
- 9.5 San Joaquin Hills Transportation Corridor Agency  
Councilmember Hack; Alternate: Councilmember Conners
- 9.6 South Orange County Watershed Management Area  
Councilmember Moore; Alternate: Mayor Hatch
- 9.7 Other Comments and Reports

## **X. CLOSED SESSION**

- 10.1 The City Council will meet in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in two cases.

## **XI. CLOSED SESSION REPORT**

## **XII. ADJOURNMENT**

Next Regular Meeting:                      Wednesday, April 20, 2016 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

4.1

**COMMENDATION – CONCERNED CITIZENS  
OF LAGUNA WOODS VILLAGE –  
35<sup>TH</sup> ANNIVERSARY**

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**Certificate of Commendation**  
**City of Laguna Woods**  
**Concerned Citizens of Laguna Woods Village**  
**35<sup>th</sup> Anniversary**

**WHEREAS**, Concerned Citizens of Laguna Woods Village was founded in 1981 as a response to the national movement against nuclear proliferation; and

**WHEREAS**, Concerned Citizens of Laguna Woods Village advocates for peace, economic and social justice, good government, and a sustainable environment; and

**WHEREAS**, Concerned Citizens of Laguna Woods Village has, through the years, enriched the Laguna Woods community with speakers, programs, and activities in support of its mission; and

**WHEREAS**, it is fitting to recognize and commemorate momentous anniversaries of clubs and organizations that provide services to Laguna Woods residents.

**NOW THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby congratulate Concerned Citizens of Laguna Woods Village on the occasion of its 35<sup>th</sup> Anniversary.

Dated this 16<sup>th</sup> day of March, 2016

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Noel Hatch  
Mayor

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Attest: Yolie Trippy  
Deputy City Clerk

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**6.1-6.6**  
**CONSENT CALENDAR SUMMARY**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** March 16, 2016 Regular Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the March 16, 2016 Consent Calendar by single motion and City Council action.

### **Background**

All items listed on the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

### **Summary**

The March 16, 2016 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on February 17, 2016.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of February 2016.
- 6.3 Approval of the warrant register dated March 16, 2016 in the amount of \$627,954.71. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.

- 6.4 Approval of a resolution amending and restating the ICMA Retirement Corporation (“ICMA-RC”) governmental money purchase plan and trust (“Plan”), and authorizing the execution of the agreement, as well as other related documents. In 2003, the City established the Plan with ICMA-RC to provide benefits for the then-City Manager. ICMA-RC amended the Plan in 2005 and the City adopted the amended Plan and restated employer and employee contribution limits effective January 1, 2005. ICMA-RC restated the Plan, again, in 2008 and the City adopted the same via a negative election adoption process. The Internal Revenue Service (“IRS”) is now requiring that the City amend and restate the terms of the Plan to incorporate various regulatory changes no later than April 30, 2016. In addition to responding to IRS requirements, the proposed action would limit participation in the Plan to the existing participant.
- 6.5 Approval of an agreement with PV Maintenance, Inc. for catch basin maintenance services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for catch basin maintenance services was released on January 15, 2016 with proposals due by February 5, 2016. A total of four proposals were received (Downstream Services, Inc., Nor Cal Pipeline Services, PV Maintenance, Inc, and United Storm Water, Inc.). Subsequently, staff reviewed the proposals and interviewed two firms. Staff recommends that the agreement be awarded to PV Maintenance, Inc. due to cost and the proximity of personnel and equipment to provide emergency services. PV Maintenance, Inc. has successfully provided similar services to the City on several occasions in the past and also serves the cities of Aliso Viejo, Laguna Hills, Laguna Niguel, Rancho Santa Margarita, and Wildomar.
- 6.6 [1] Approval of a resolution approving amended Capital Projects Fund appropriations for the fiscal year commencing July 1, 2015 and ending June 30, 2016 related to the Santa Maria Avenue Bioswale Project; [2] approval of the Santa Maria Avenue Bioswale Project design plans and specifications as recommended by the City Engineer (available at City Hall); and, [3] award of a contract agreement to STL Landscape, Inc. for the construction of the Santa Maria Avenue Bioswale Project in the amount of \$48,000, plus authorized change orders not to exceed 5% of the base amount; and, authorization for the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney. The Santa Maria Avenue Bioswale Project is

included in the City's Capital Improvement Program. Bids were invited from January 28, 2016 to February 25, 2016. A total of three bids were received (AToM Engineering Construction, Inc., Mike Prlich and Sons, Inc., and STL Landscape, Inc.) with STL Landscape, Inc. bidding the lowest cost. With bidding now complete, a supplemental appropriation of \$10,530 (for an amended project budget of \$54,030) is required for the Santa Maria Avenue Bioswale Project to be constructed. The proposed supplemental appropriation would be accommodated using unassigned General Fund balance.

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**6.1**  
**CITY COUNCIL MINUTES**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
February 17, 2016  
2:00 P.M.  
City Council Chambers  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Conners, Hack, Moore, Horne, Hatch  
                                  ABSENT:   -

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, Assistant City  
                                  Manager Reilly, Administrative Services Director/City Treasurer  
                                  Cady, Deputy City Clerk Trippy

**III. PLEDGE OF ALLEGIANCE**

Councilmember Hack led the flag salute.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1   OC Human Relations Commission Annual Report

Ken Inouye presented the annual report for the OC Human Relations Commission and responded to questions from Councilmembers.

**V. PUBLIC COMMENT – None**

**VI. CONSENT CALENDAR**

Moved by Councilmember Hack, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to approve Consent Calendar Items 6.1 – 6.5.

6.1   City Council Minutes

Approved the City Council meeting minutes for the regular meeting on January 20, 2016.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of January 2016.

6.3 Warrant Register

Approved the warrant register dated February 17, 2016 in the amount of \$272,914.29.

6.4 Measure M2 Expenditure Report

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AND CONCERNING THE AMENDED MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2015

6.5 Sales and Use Tax Consulting and Development Services

Approved an agreement with Hinderliter, De Llamas and Associates for sales and use tax consulting and development services and authorized the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

Mayor Hatch moved Item 8.1 to next on the agenda. There were no objections.

**VIII. CITY COUNCIL BUSINESS**

8.1 United State House of Representatives Resolution (H.R.) 3643, The Interim Consolidated Storage Act of 2015 (agendized by Mayor Pro Tem Horne)

City Manager Macon noted that several public comments were received by email and all were in favor of H.R. 3643.

Mayor Pro Tem Horne summarized the item.

Jerome Kern, City of Oceanside City Councilmember, expressed his support for the resolution and commented on related issues.

Councilmembers discussed Mr. Kern's comments.

Lori Ross, resident, stated that conversion of the nuclear waste into useable fuel should be looked at.

Councilmembers discussed the item and staff answered related questions.

City Manager Macon noted that two minor, non-substantive grammatical changes would

be made to the resolution included in the agenda packet.

Moved by Mayor Pro Tem Horne, seconded by Councilmember Moore, and carried on a 4-1 vote with Councilmember Hack voting no, to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SUPPORTING UNITED STATES HOUSE OF REPRESENTATIVES RESOLUTION (H.R.) 3643, THE INTERIM CONSOLIDATED STORAGE ACT OF 2015, AND FUTURE SENATE BILL EQUIVALENT

**VII. PUBLIC HEARINGS**

7.1 Commercial Zoning Code Uses and Parking Standards Update

City Manager Macon summarized the agenda report and made a presentation.

Mayor Hatch opened the public hearing.

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

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to direct staff to proceed with the preparation of an initial study and associated California Environmental Quality Act (CEQA) documentation for the commercial zoning code amendments, as proposed, and associated commercial zone changes.

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

Councilmember Connors stated that there had been no meeting since the last meeting.

9.2 Orange County Fire Authority

Mayor Hatch provided a report.

9.3 Orange County Library Advisory Board

Councilmember Moore stated that there had been no meeting since the last meeting.

9.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne provided a report.

Councilmember Hack discussed the report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Hack provided a report.

9.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

9.7 Other Comments and Reports

Mayor Pro Tem Horne reported on a Senior Citizens Advisory Committee meeting.

Councilmember Hack discussed the report.

Councilmember Moore reported on a League of California Cities Community Services Policy Committee meeting.

Mayor Hatch commented on and thanked the Councilmembers for the work that they do on various committees throughout the state.

Councilmember Hack commented on a nuclear waste issue in St. Louis, Missouri.

**X. CLOSED SESSION – None**

**XI. CLOSED SESSION REPORT – None**

**XII. ADJOURNMENT**

The meeting was adjourned at 3:50 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, March 16, 2016 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, Deputy City Clerk

Adopted: March 16, 2016

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NOEL HATCH, Mayor

**6.2**  
**CITY TREASURER'S REPORT**

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Item 6.2

CITY of LAGUNA WOODS

Noel Hatch  
Mayor

March 16, 2016

Shari L. Horne  
Mayor Pro Tem

Cynthia Conners  
Councilmember

Bert Hack  
Councilmember

Carol Moore  
Councilmember

Christopher Macon  
City Manager

**TO:** Honorable Mayor and Councilmembers

**FROM:** Margaret A. Cady, City Treasurer

**SUBJECT:** Monthly Treasurer's Report: February 2016

Attached is the Treasurer's Report for the month of February 2016. The information provided includes:

- ◆ Report reflecting \$10,329,535 Cash on Hand at February 29, 2016, including \$10,152,344 in the City's interest-bearing Local Agency Investment Fund (LAIF) account, \$175,841 in the City's checking account, and \$1,350 in petty cash funds.
- ◆ Copy of the latest LAIF Remittance Advice showing principal balance at February 29, 2016. Interest is accrued and reported quarterly. Investment earnings for the period January 2016 through March 2016 will be accrued and deposited to the account in April 2016.

As City Treasurer, I certify that:

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

*Margaret Cady*

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Margaret A. Cady  
Director of Administrative Service & City Treasurer

**City of Laguna Woods**  
**Monthly Treasurer's Report**  
**Balances As of February 29, 2016**

**CASH ON HAND**

**Investments - Local Agency Investment Fund (LAIF) (Note 1)**

1. Investments/General Fund	\$	9,710,549
2. Investments/Special Funds		441,795
3. Interest Earned and Receivable (Notes 2 and 3)		<u>-</u>
Subtotal Investments	\$	<u>10,152,344</u>

**Other Funds - Interest & Non-Interest Bearing/General & Special**

4. Petty Cash Funds		1,350
5. Analyzed Checking Account		<u>175,841</u>
Subtotal Other Funds	\$	<u>177,191</u>
<hr/>		
<b>TOTAL ALL FUNDS</b>	<b>\$</b>	<b><u><u>10,329,535</u></u></b>

**Notes:**

Note 1 - During this period there was one transfer from the LAIF account to the Bank of America checking account in the amount of \$200,000 to cover cash flow needs due to timing of revenue receipts.

Note 2 - LAIF reports interest earnings quarterly. As of February 29, 2016, there are no interest earnings to report. Interest will be calculated for the quarter ending on March 31, 2016 and credited on the April 2016 statement.

Note 3 - The average interest yield for the month of February 2016 was 0.467%. This represents an increase from 0.266% earned in February 2015.

Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001  
 CITY OF LAGUNA WOODS

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
 March 07, 2016

CITY TREASURER  
 24264 EL TORO ROAD  
 LAGUNA WOODS, CA 92653

PMIA Average Monthly Yields

Account Number:  
 98-30-413

Tran Type Definitions

February 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
2/4/2016	2/4/2016	RW	1492898	CHRISTOPHER MACON	-200,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	10,352,343.74
Total Withdrawal:	-200,000.00	Ending Balance:	10,152,343.74

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## **6.3 WARRANT REGISTER**

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**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
3/16/2016**

ITEM 6.3

<b>Number</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
<b><i>Automatic Bank Debits</i></b>				
Debit	2/10/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 2/5/2016	\$28,738.20
Debit	2/10/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 2/5/2016	2,378.84
Debit	2/19/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 2/5/2016	145.97
Debit	2/12/2016	COUNTY OF ORANGE	Law Enforcement Services / February 2016	203,809.20
Debit	2/24/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 2/19/2016	28,429.80
Debit	2/24/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 2/19/2016	2,378.84
Debit	03/04/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 2/19/2016	145.97
Debit	03/03/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / W-2 Revision Report	150.00
Debit	03/01/2016	CALPERS - HEALTH	Employee Benefit Program / March 2016	3,122.69
<b><i>Warrants:</i></b>				
117621	02/10/2016	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / January 2016	2,088.00
117622	02/10/2016	AT&T	Telephone / 770-9359 / January 2016	18.66
117623	02/10/2016	AT&T	White Pages / February 2016	4.53
117624	02/10/2016	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / February 2016	8,156.25
117625	02/10/2016	CIVIL SOURCE	Building Inspection Services / December 2015 - January 2016	57,712.50
117626	02/10/2016	COPYFORCE	Business Cards / Building Permit Technician	48.60
117627	02/10/2016	DOUG CUNNINGHAM	BP-47788D / Partial Plan Check Refund	12.00
117628	02/10/2016	DICKINSON ELECTRIC	CDBG Energy Efficiency & Improvement Program / FY 2015-16	225.00
117629	02/10/2016	EL TORO WATER DISTRICT	Ridge Route Dog Park Irrigation / January 2016	20.76
117630	02/10/2016	EL TORO WATER DISTRICT	Landscape Irrigation - Santa Maria / October 2015	31.28
117631	02/10/2016	EL TORO WATER DISTRICT	Ridge Route Linear Park Irrigation / January 2016	409.60
117632	02/10/2016	FISHER PROTECTION SERVICES	Security Alarm Services	160.00
117633	02/10/2016	GI DUK KIM	Waste Diversion Deposit Refund	250.00
117634	02/10/2016	KONE, INC.	City Hall Elevator Maintenance / February 2016	245.58
117635	02/10/2016	KONICA MINOLTA	Copier Lease / February 2016	483.84
117636	02/10/2016	JUDY LARSEN	Taxi Voucher Refund	62.50
117637	02/10/2016	LILLEY PLANNING GROUP	Building Official Services / January 2016	2,808.00
117638	02/10/2016	SUNG J MOON	Waste Diversion Deposit Refund	250.00
117639	02/10/2016	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / February 2016	325.00
117641	02/10/2016	PRACTICAL DATA SOLUTIONS	IT Services / January 2016	1,550.00
117642	02/10/2016	RUTAN & TUCKER, LLP	Legal Services / December 2015	540.00
117643	02/10/2016	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency & Improvement Program / FY 2015-16	12,622.00
117644	02/10/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / January 2016	114.36
117645	02/10/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / January 2016	29.92
117646	02/10/2016	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / January 2016	2,021.59
117647	02/10/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / January 2016	25.65
117648	02/10/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / December 2015-January 2016	947.23

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
3/16/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
117649	02/10/2016	SOUTHERN CALIFORNIA EDISON	Right of Way / January 2016	2,156.01
117650	02/10/2016	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / January 2016	57.88
117651	02/10/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / January 2016	333.55
117652	02/10/2016	THE GAS COMPANY	City Hall Utilities / January 2016	91.00
117653	02/10/2016	WARE DISPOSAL, INC.	Waste Collection, Final Service / January 2016	40.00
117654	02/10/2016	WM CURBSIDE, LLC	HHw, E-Waste Collection & SHARPS Program / November-December 2015	1,956.20
117655	02/11/2016	CALEB CONSTRUCTION	Waste Diversion Deposit Refund	1,400.00
117656	02/11/2016	CALIFORNIA BUILDING STANDARDS COMMISSION	Building Permit Fee Assessment / October-December 2015	921.60
			Strong Motion Instrumentation and Seismic Hazard Mapping Fee / October-December 2015	1,136.80
117657	02/11/2016	DEPARTMENT OF CONSERVATION	Waste Diversion Deposit Refund	900.00
117658	02/11/2016	MACEACHERN COMPANY	Landscape Inspection Services / January 2016	4,857.50
117659	02/17/2016	ANDERSONPENNA PARTNERS, INC.	Telephone / 581-3974 / February 2016	98.79
117660	02/17/2016	AT&T	Telephone / 583-1105 / February 2016	18.71
117661	02/17/2016	AT&T	Water Quality Consulting Services / January 2016	2,726.00
117662	02/17/2016	CAA	Taxi Voucher Services / January 2016	14,568.00
117663	02/17/2016	CALIFORNIA YELLOW CAB	Closed Captioning / 1/20/2016 City Council Meeting	200.00
117664	02/17/2016	CAPTIONING UNLIMITED	Waste Diversion Deposit Refund	250.00
117665	02/17/2016	BRANDON CHAE	Design Services / Moulton Median Landscape Project / December 2015	625.00
117666	02/17/2016	CIVIL SOURCE	Printing Fees / Commercial Building Permit Applications	151.20
117667	02/17/2016	COPYFORCE	Plan Check Services / January 2016	3,400.00
117668	02/17/2016	CSG CONSULTANTS, INC.	Conduit Location Services, City Centre Park / January 2016	839.00
117669	02/17/2016	DICKINSON ELECTRIC	Dog Park Cleaning	850.00
117670	02/17/2016	EASY TURF	Landscape Irrigation / January 2016	3,504.14
117671	02/17/2016	EL TORO WATER DISTRICT	Community Services Grant / Final Payment / Calendar Year 2015	625.00
117672	02/17/2016	LAURA'S HOUSE	Staff T-Shirts for City Events	220.32
117673	02/17/2016	LOGO WEAR SCREEN T'S		
117674	02/17/2016	NUVIS	Design Services / Moulton Median Landscape Project / November 2015-January 2016	5,620.00
117675	02/17/2016	OFFICE DEPOT	General Office Supplies	94.94
117676	02/17/2016	ORANGE COUNTY REGISTER-NOTICES	Public Notices / January 2016	636.00
117677	02/17/2016	ORKIN	Pest Control Services / February 2016	105.01
117678	02/17/2016	PEAK LIGHTING & ELECTRIC, INC,	Residential Streetlight Repairs	1,520.51
117679	02/17/2016	RUTAN & TUCKER, LLP	Legal Services / August-September 2015	18,818.27
117680	02/17/2016	STAPLES	General Office Supplies	111.90
117681	02/17/2016	TEAM ONE MANAGEMENT	Janitorial Services / January 2016	613.34
117682	02/17/2016	WAGE WORKS	Benefit Administration / January 2016	50.00
117683	02/17/2016	WM CURBSIDE, LLC	HHW, E-Waste Collection & SHARPS Program / January 2016	3,495.10
117684	02/23/2016	CALPERS	Initial Funding of Other Post-Employment Benefits (OPEB) Trust	60,511.00
117685	02/24/2016	AGE WELL SENIOR SERVICES	Community Services Grant / Final Payment / Calendar Year 2015	25,000.00
117686	02/24/2016	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / January 2016	7,387.00

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
3/16/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
117687	02/24/2016	CAPISTRANO SUNROOMS	Cancelled Permit Refund	88.95
117688	02/24/2016	CAPTIONING UNLIMITED	Closed Captioning / 2/17/2016 City Council Meeting	200.00
117689	02/24/2016	CIVIL SOURCE	Traffic & Engineering Services / December 2015-January 2016	22,327.50
117690	02/24/2016	EL TORO WATER DISTRICT	Ridge Route Dog Park Irrigation / February 2016	20.76
117691	02/24/2016	EL TORO WATER DISTRICT	Fire Code Requirement - Backflow - City Hall / February 2016	28.00
117692	02/24/2016	EL TORO WATER DISTRICT	City Hall Water & Sewer Services / February 2016	115.51
117693	02/24/2016	GILA, LLC	Merchant Services Processing Fees	6.71
117694	02/24/2016	KONE, INC.	City Hall Elevator Repair Services	440.65
117695	02/24/2016	LILLEY PLANNING GROUP	Building Official Services / February 2016	1,404.00
117696	02/24/2016	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / January 2016	740.00
117697	02/24/2016	NUVIS	Landscape Architecture Services / January 2016	270.00
117698	02/24/2016	OFFICE DEPOT	General Office Supplies	27.81
117699	02/24/2016	PRINCIPAL FINANCIAL GROUP	Long-Term Disability Insurance / March 2016	437.59
117700	02/24/2016	PV MAINTENANCE, INC.	Street Maintenance Services / January 2016	10,095.85
117701	02/24/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / February 2016	100.45
117702	02/24/2016	SOUTHERN CALIFORNIA EDISON	EP-952 / Refund of Permit Deposit Balance	14,762.50
117703	02/24/2016	TALIMAR SYSTEMS, INC.	Lateral File Cabinet	872.79
117704	02/24/2016	THAITANIUM, INC.	CUP-943 / Refund of Permit Deposit Balance	856.34
117705	03/02/2016	ALISO CREEK PRINTING	Printing Services - City Letterhead	97.20
117706	03/02/2016	ANAHEIM COMMUNITY PUBLISHING	Design Services / Community Outreach Materials	902.25
117707	03/02/2016	AT&T	Telephone / 458-3487 / February 2016	38.73
117708	03/02/2016	AT&T	Telephone / 639-0500 / February 2016	204.80
117709	03/02/2016	LESLIE BALAS	NEMT Voucher Refund	32.00
117710	03/02/2016	BECHTEL INFRASTRUCTURE AND POWER CORP	CP-814 / Refund of Permit Deposit Balance	239.00
117711	03/02/2016	CYNTHIA CONNERS	Auto Allowance / March 2016	300.00
117712	03/02/2016	COPYFORCE	Printing Services / Building Permit Public Records Request	24.30
117713	03/02/2016	COUNTY OF ORANGE	Automated Fingerprint ID System / January 2016	440.75
117714	03/02/2016	DICKINSON ELECTRIC	City Hall Maintenance Services	621.02
117715	03/02/2016	MARC DONOHUE	Administrative Services / January-February 2016	350.00
117716	03/02/2016	PATRICK FOLEY	CDBG Project Administration and Implementation Services / February 2016	6,037.50
117717	03/02/2016	HACK, BERT	Auto Allowance / March 2016	300.00
117718	03/02/2016	ROBERT NOEL HATCH	Auto Allowance / March 2016	300.00
117719	03/02/2016	SHARI HORNE	Auto Allowance / March 2016	300.00
117720	03/02/2016	KONICA MINOLTA	Copier Lease / March 2016	483.84
117721	03/02/2016	LILLEY PLANNING GROUP	Building Official Services / February 2016	1,521.00
117722	03/02/2016	MAUREEN KANE & ASSOCIATES, INC.	City Clerks Association of California Training / Deputy City Clerk	1,600.00
117723	03/02/2016	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / January 2016	16,093.87
117724	03/02/2016	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / February 2016	10,725.41
117725	03/02/2016	S.O.C.W.A	EP-880 / Refund of Permit Deposit Balance	3,932.00
117726	03/02/2016	SONITROL	City Hall Fire Monitoring / March 2016	64.38

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
3/16/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
117727	03/02/2016	SOUTHERN CALIFORNIA EDISON	City Hall Utilities / February 2016	1,276.37
117728	03/02/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / February 2016	27.01
117729	03/02/2016	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / February 2016	52.10
117730	03/02/2016	SOUTHERN CALIFORNIA SHREDDING, INC.	Shredding Event Services / February 2016	800.00
<b>Total Bank Debits and Warrants:</b>				<b><u>\$625,911.07</u></b>
 <b>Credit Card Statement Detail / January 6 - February 5, 2016</b>				
		Government Finance Officers Association	Application Fee / GFOA Budget Award	370.00
		GoDaddy.com	Website Domain Renewal	164.21
		American Public Works Association	Job Advertisement Fee - Management Analyst	395.00
		California Society of Municipal Finance Officers	Annual Conference Registration / Administrative Services Director/City Treasurer	520.00
		Home Depot	CDBG Energy Efficiency Improvement Program	291.57
<b>Total Credit Cards:</b>				<b><u>1,740.78</u></b>
 <b>Petty Cash Replenish Detail</b>				
117640	02/10/2016		The Home Depot Santa Maria Fenced Area - Locks & Extra Keys	24.82
			The Home Depot Santa Maria Fenced Area - Locks & Extra Keys	4.04
			US Postal Service Postage	2.00
			Vons City Hall Goods Exchange Event - Misc. 10/17/15	11.05
			Maw'N Paw Kettlekorn City Hall Movie Event - Popcorn 11/8/15	60.00
			Smart & Final City Hall Movie Event - Misc. 11/8/15	20.30
			Vons City Hall Movie Event - Misc. 11/8/15	3.49
			Vons City Hall Shredding Event - Misc. 11/14/15	11.05
			The Home Depot Office Cabinet Keys	4.69
			Walmart Beverage Dispenser	21.56
			Smart & Final Misc. Items - Retirement Event - 12/8/15	10.61
			Walmart Misc. Items - Retirement Event - 12/8/15	10.28
			Costco Misc. Items - Retirement Event - 12/8/15	18.98
			Office Max Office Supplies	15.65
			US Postal Service Postage	1.42
			US Postal Service Postage	13.70
			Orange County-Clerk & Recorder Notice of Exemption - Sign Program Amendment / Mother's Market	50.00
			Linda Gan-Vanderlinde Mileage Reimbursement - OCTA Round Table / Senior Accountant	19.22
<b>Total Check 117640:</b>				<b><u>302.86</u></b>
<b>TOTAL</b>				<b><u>\$627,954.71</u></b>

**6.4**  
**GOVERNMENTAL MONEY PURCHASE PLAN**  
**AND TRUST**

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**RESOLUTION NO. 16-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND RESTATING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST, AND AUTHORIZING THE EXECUTION OF THE AGREEMENT, AS WELL AS OTHER RELATED DOCUMENTS

**WHEREAS**, in 2003, the City established a governmental money purchase plan and trust with the ICMA Retirement Corporation (“ICMA-RC”) to provide benefits for a single class of employee (“ICMA-RC Money Purchase Plan”); and

**WHEREAS**, the former City Manager is the sole participant and maintains an account balance in the ICMA-RC Money Purchase Plan; and

**WHEREAS**, the City is required by the Internal Revenue Service to amend and restate the terms of the ICMA-RC Money Purchase Plan to incorporate various regulatory changes no later than April 30, 2016; and

**WHEREAS**, the City desires to amend and restate the terms of the ICMA-RC Money Purchase Plan to limit participation to the existing participant.

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 hereby elects to amend and restate the ICMA-RC Money Purchase Plan as attached hereto as Exhibit A and authorizes the Mayor or City Manager to execute the same, subject to approval as to form by the City Attorney.

**SECTION 2.** The City Council acknowledges that the assets of the ICMA-RC Money Purchase Plan shall be held in trust, with the City serving as trustee (“Trustee”), for the exclusive benefit of the sole plan participant and her beneficiaries, and the assets shall not be diverted to any other purpose. No other plan participants shall be permitted to use or join ICMA-RC Money Purchase Plan. The Trustee’s beneficial ownership of ICMA-RC Money Purchase Plan assets held in VantageTrust (or any other ICMA-RC directed investment vehicle) shall be held for the further exclusive benefit of the sole plan participant.

**SECTION 3.** The City Council hereby directs the Administrative Services Director/City Treasurer to file a true and correct original or certified copy of the amended and restated ICMA-RC Money Purchase Plan with the ICMA Retirement Corporation and further authorizes the City Manager or the Administrative Services Director/City Treasurer to take any additional actions necessary to follow the processes and procedures established by ICMA Retirement Corporation to maintain the qualified status of the ICMA-RC Money Purchase Plan, including executing other related documents and certifications as may be necessary or advantageous.

**SECTION 4.** The Deputy City Clerk shall certify to the passage of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

\_\_\_\_\_  
NOEL HATCH, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

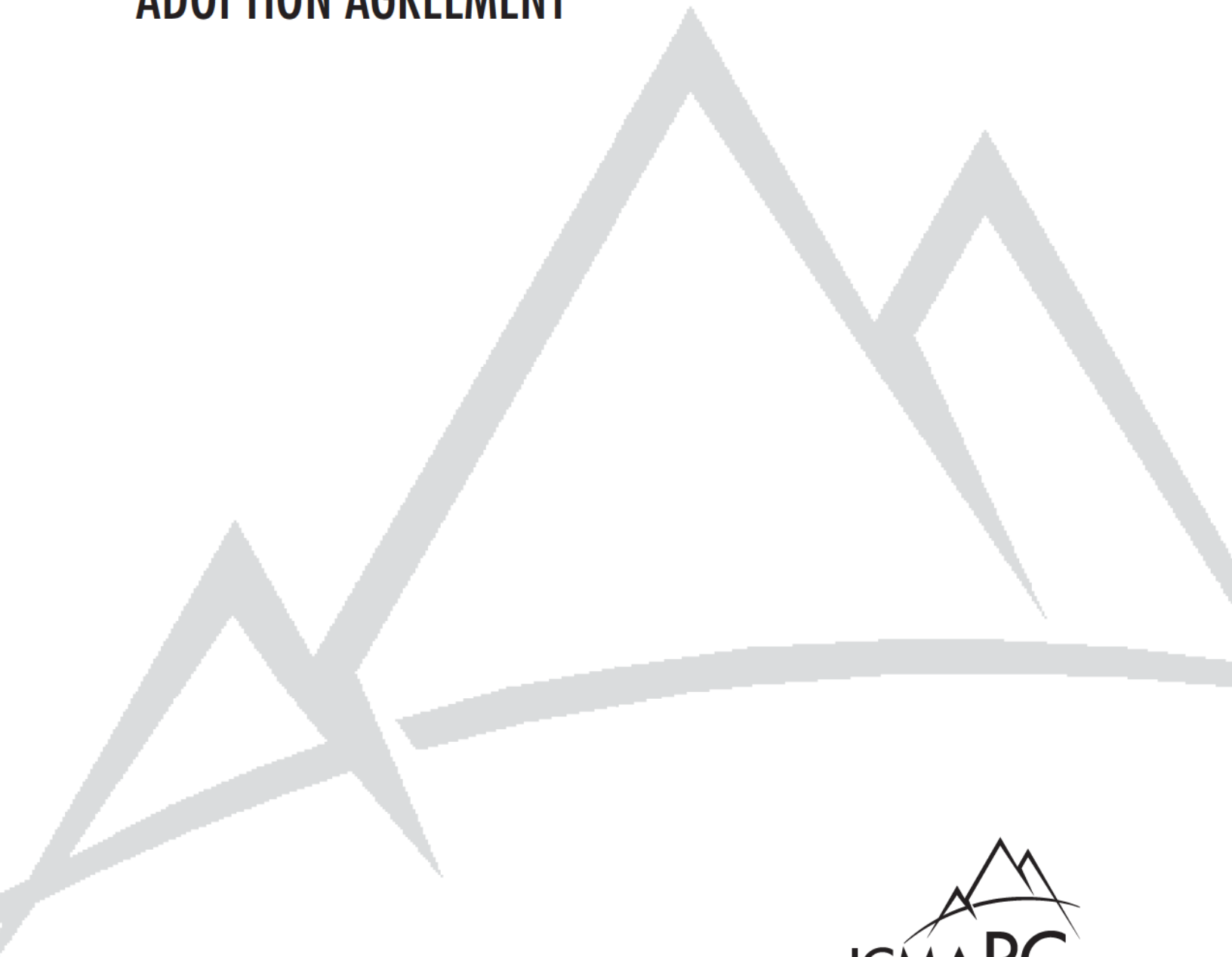
I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 16-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2016, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

Plan Number 10- 8326 \_\_\_\_\_

The Employer hereby establishes a Money Purchase Plan and Trust to be known as The City of Laguna Woods 401 Money Purchase Plan (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes                       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

The City of Laguna Woods 401 Money Purchase Plan

**I. Employer:** City of Laguna Woods

**II. Effective Dates**

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: March 16, 2016

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

\_\_\_\_\_

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year** will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on \_\_\_\_\_ and each anniversary thereof.

**IV. Normal Retirement Age shall be age 55 (not to exceed age 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) Retired City Manager  
(retired participant with vested account balances as of the effective date of this amendment)

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant 0 % of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).  
Mandatory Participant Contributions

are required     are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes       No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes                       No

Contribution Schedule.

- (i)   0   % of Earnings,  
(ii) \$            , or  
(iii) a whole percentage of Earnings between the range of                            (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):  
Newly eligible Employees shall be provided an election window of   60   days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant     % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed     % of Earnings or \$           . Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):  
    % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding     % of Earnings or \$           );

---

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS \_\_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_% of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-Weekly

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-Weekly

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes       No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

March 16, 2016

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

\_\_\_\_\_

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime  
 Yes                       No
2. Bonuses  
 Yes                       No
3. Other Pay (specifically describe any other types of pay to be included below)  
N/A

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

Effective Date is March 16, 2016.

*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: January 1 thru December 31

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. March 16, 2016

*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*

**X. VESTING PROVISIONS**

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

<b>Period of Service Completed</b>	<b>Percent Vested</b>
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

**XI. WITHDRAWALS AND LOANS**

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
- Age 70½ (*“70½” is the default provision under the Plan if no selection is made.*)
- Alternate age (after Normal Retirement Age): \_\_\_\_\_
- Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes
- No (*“Yes” is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes
- No (*“No” is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes
- No (*“No” is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes
- No (*“No” is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: Retired City Manager  
(retired participant with vested account balances as of the effective date of this amendment)

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):  
\_\_\_\_\_

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant 0 % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute 0 % (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XIV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Accrued Leave shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE Suite 600  
Washington, DC 20002  
800-326-7272

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240  
800-669-7400  
[WWW.ICMARC.ORG](http://WWW.ICMARC.ORG)  
BRC000-214-21268-201405-W1303

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**6.5**  
**CATCH BASIN MAINTENANCE SERVICES**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
PV MAINTENANCE, INC.  
FOR CATCH BASIN MAINTENANCE SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1<sup>st</sup> day of April 2016 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and PV MAINTENANCE, INC. ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on April 1, 2016 and ending at 11:59 p.m. on June 30, 2018. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2020.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

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

## ITEM 6.5

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

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

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

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

### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

**SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

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

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

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

### **SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

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

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(c) CONSULTANT hereby expressly acknowledges and agrees that the services it and its subcontractors (if any) will perform under this AGREEMENT are “public works” as defined in Section 1720 of the Labor Code. CONSULTANT is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Sections 1600, et seq., (“Prevailing Wage Laws”), which generally require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. CONSULTANT agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. In accordance with California Labor Code section 1771.1, a CONSULTANT or subcontractor shall not be qualified to engage in the performance of any contract for public work entered into on or after April 1, 2015, unless currently registered and qualified to perform the public work pursuant to California Labor Code section 1725.5. A contract or subcontract shall not be entered into without proof of the CONSULTANT’s or subcontractor’s current registration to perform public work pursuant to Labor Code section 1725.5. Pursuant to Labor Code section 1771.4, CONSULTANT’s performance of the services is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk of CITY and is hereby incorporated in this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at CONSULTANT’s principal place of business and at the project site(s). The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. CONSULTANT must forfeit to CITY twenty five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when CONSULTANT does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day. CONSULTANT also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. CONSULTANT shall comply with all statutory requirements relating to the employment of apprentices. CONSULTANT shall defend (with counsel selected by CITY), indemnify, and hold CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **SECTION 11. NONDISCRIMINATION.**

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

### **SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended from time to time or replaced by a

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successor statute, and in connection therewith, shall not employ unauthorized aliens as defined therein. The term "unauthorized aliens" means and includes "undocumented foreign nationals" as defined in the proposed Federal Correcting Hurtful and Alienating Names in Government Expression (CHANGE) Act (H.R. 3785, introduced October 21, 2015). Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

### **SECTION 13. CONFLICTS OF INTEREST.**

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

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

### **SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

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

### **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

**SECTION 16. INSURANCE.**

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

**SECTION 17. ASSIGNMENT.**

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

**SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

**SECTION 19. TERMINATION OF AGREEMENT.**

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

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

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

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

**SECTION 20. DEFAULT.**

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

**SECTION 21. EXCUSABLE DELAYS.**

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

**SECTION 22. COOPERATION BY CITY.**

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

**SECTION 23. NOTICES.**

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

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

To CONSULTANT: PV Maintenance, Inc.  
ATTN: President  
23282 Arroyo Vista  
Rancho Santa Margarita, CA 92688

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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

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

**SECTION 27. WAIVER.**

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

**SECTION 28. LAW TO GOVERN; VENUE.**

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

**SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

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

**SECTION 32. NO THIRD PARTY BENEFICIARIES.**

This AGREEMENT, its provisions, and its covenants, are for the sole and exclusive benefit of CITY and CONSULTANT. No other parties or entities are intended to be, nor shall be considered, beneficiaries of the performance by either party of any of the obligations under this AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

“Regular Service” may be scheduled by CITY, as-needed, at least 10 business days in advance and includes inspection, cleaning, and removal of waste from specified catch basins (including catch basin filter inserts, when applicable). Regular Service may be scheduled Monday through Friday (excluding Federal holidays) between the hours of 9 a.m. and 4 p.m.

“Emergency Service” may be scheduled by CITY, as needed, less than 10 business days in advance and includes inspection, cleaning, and removal of waste from specified catch basins (including catch basin filter inserts, when applicable). Emergency Service may be scheduled at any time, Monday through Friday (including Federal holidays). CONSULTANT shall be able to provide Emergency Service with 24-hours’ notice.

CONSULTANT shall provide CITY with both primary and alternate points of contact who are available to coordinate Regular Service and Emergency Service. Primary and alternate points of contact shall be available at all times, Monday through Friday (including Federal holidays).

Thermoplastic catch basin stencil replacement may be scheduled by CITY under the same terms as Regular Service. The make, form, and content of the thermoplastic catch basin stencil shall be subject to CITY’s approval.

**General Conditions**

- *Encroachment Permit.* At all times during services, CONSULTANT shall hold, in full force and effect, an encroachment permit from CITY (CITY shall waive fees). Issuance of each encroachment permit shall include submittals required by CITY including, at a minimum, a traffic control plan.
- *Traffic Control.* CONSULTANT shall provide all traffic control services and devices (e.g., cones, delineators, signage, and flaggers) as required by CITY’s encroachment permits and otherwise deemed necessary by CONSULTANT for the safe conduct of services.
- *Water Quality Best Management Practices (BMPs).* To the extent that water quality BMPs exist for the services rendered, CONSULTANT shall implement them to the maximum extent practical and necessary, and as required by CITY. CITY’s Water Quality BMP Fact Sheets are available on the County of Orange OC Watersheds’ Program website and may change, from time-to-time, at CITY’s sole discretion.
- *Waste Disposal.* All waste removed during services shall be lawfully disposed of by CONSULTANT at a landfill or hazardous waste or recycling facility (including treatment, if necessary).

## ITEM 6.5

- *Field Inspections and Laboratory Analysis.* CITY shall reserve the right to inspect service activities to verify that CONSULTANT performs in full compliance with the terms of this AGREEMENT, encroachment permits, and water quality BMPs, or for any other purpose at CITY's sole discretion. CITY shall also reserve the right to sample sediment (less debris) or any other material from catch basins during service activities by CONSULTANT to verify that the sediment does not meet the U.S. Environmental Protection Agency's hazardous waste criteria, or for any other purpose at CITY's sole discretion. CITY's abilities with respect to this section do not limit CONSULTANT's responsibilities for lawful conduct, nor do they suggest that CITY is responsible for environmental compliance or monitoring.
- *Reporting – Immediate.* CONSULTANT shall immediately report evidence of prohibited discharges (e.g., dumping, paint spills, abandoned oil containers, etc.) identified during services to CITY via telephone and a subsequent follow-up email with photographs.
- *Reporting – Routine.* CONSULTANT shall complete forms and other documentation required by CITY for each service and photograph the interior and exterior of each catch basin before and after each service (collectively, "records"). CONSULTANT shall submit records to CITY no later than 15 days following each service, both electronically and in printed form. CITY will not make payments until records are received in form sufficient.
- *Reporting – Stencil.* CONSULTANT shall photograph the thermoplastic catch basin stencil before and after each replacement (collectively, "records"). CONSULTANT shall submit records to CITY no later than 15 days following each replacement, both electronically and in printed form. CITY will not make payments until records are received in form sufficient.

**EXHIBIT "B"**  
**COMPENSATION**

<b>Regular Service</b>
\$ 51 per catch basin
<b>Emergency Service</b>
\$ 51 per catch basin
<b>Thermoplastic Stencil Replacement</b>
\$ 80 per stencil (includes purchase and installation of stencil)

Rates shall not increase during the term of this AGREEMENT, including any extension periods.

Rates are “all inclusive” and not subject to minimums or maximums.

**EXHIBIT "C"**  
**INSURANCE**

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

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

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

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

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

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

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

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

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

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

## ITEM 6.5

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

1. All Policies. Each insurance policy required by this AGREEMENT shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

## ITEM 6.5

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

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

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

6.6

**SANTA MARIA AVENUE BIOSWALE PROJECT**

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**RESOLUTION NO. 16-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016 RELATED TO THE SANTA MARIA AVENUE BIOSWALE PROJECT

**WHEREAS**, the Santa Maria Avenue Bioswale Project (“Project”) is a capital improvement project that was initially funded in the Fiscal Year 2015-16 Budget in the amount of \$43,500, using traffic mitigation fee funds; and

**WHEREAS**, the budget established for the Project was estimated based on information available at the time, subject to public bidding; and

**WHEREAS**, following the completion of public bidding for the Project, additional funds have been determined to be required in order for the Project to be constructed.

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

**SECTION 1.** Resolution No. 15-10 is hereby amended to increase the budget appropriation authorized for the Capital Projects Fund for Fiscal Year 2015-16 to \$68,473. The increase in the appropriation, in the amount of \$10,530, shall be drawn from the unassigned General Fund balance and allocated to the Santa Maria Avenue Bioswale Project for an amended project budget of \$54,030.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

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NOEL HATCH, 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. 16-XX** was duly adopted  
by the City Council of the City of Laguna Woods at a regular meeting thereof, held  
on the XX day of XX 2016, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

8.1

**APPOINTMENT OF SOUTHERN CALIFORNIA  
ASSOCIATION OF GOVERNMENTS' 2016  
GENERAL ASSEMBLY DELEGATE AND  
ALTERNATE DELEGATE**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** March 16, 2016 Regular Meeting

**SUBJECT:** Appointment of Southern California Association of Governments' 2016 General Assembly Delegate and Alternate Delegate

---

### **Recommendation**

Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2016 General Assembly.

### **Background**

The Southern California Association of Governments (SCAG) will host its annual Regional Conference and General Assembly on May 5 and 6, 2016 in La Quinta, California. Each year, member cities appoint a delegate and alternate to propose and vote on policy matters on their behalf at the General Assembly.

### **Discussion**

SCAG has requested that the City Council appoint a delegate and alternate for the 2016 General Assembly no later than March 18, 2016.

### **Fiscal Impact**

Expenses associated with SCAG's Regional Conference and General Assembly can be accommodated in the City's budget. SCAG offsets a portion of the expenses for each city's delegate, as well as members of SCAG policy committees (Mayor Pro Tem Horne and Councilmembers Hack and Moore), if they choose to attend.

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**8.2**  
**CIVIC SUPPORT FUND**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** March 16, 2016 Regular Meeting

**SUBJECT:** Civic Support Fund

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### **Recommendation**

Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING THE FORMATION OF A NONPROFIT PUBLIC BENEFIT CORPORATION TO SUPPORT CITY PROGRAMS, PROJECTS, AND SERVICES AND TO FUNCTION AS A FRIENDS OF THE LIBRARY GROUP IN SUPPORT OF THE LAGUNA WOODS BRANCH OF THE COUNTY OF ORANGE'S PUBLIC LIBRARY SYSTEM; APPROVING ARTICLES OF INCORPORATION; AND, AUTHORIZING PROCESSES AND ACTIONS TO INCORPORATE AND OBTAIN TAX-EXEMPT STATUSES

### **Background**

As one potential avenue for expanding the City's financial resources for the benefit of its residents and businesses, the Fiscal Year 2015-16 Budget & Work Plan includes a significant work plan item to "consider the potential formation of a nonprofit civic support fund to support City events and programs (e.g., public art, cultural affairs, library services, and business promotion)."

On June 24, 2015, the City Council appointed Mayor Hatch and Councilmember Moore to an Ad Hoc Civic Support Fund Committee to prepare recommendations for consideration by the City Council regarding potential formation of a nonprofit civic support fund to support City events and programs.

## **Discussion**

The Ad Hoc Civic Support Fund Committee is recommending that the City Council begin the process of forming a nonprofit public benefit corporation that would operate for the purposes, and in the manner, described in the proposed Articles of Incorporation (Exhibit A to Attachment A) and draft Bylaws (Attachment B). If the recommended action is taken, staff would initiate the incorporation process, as well as the processes required to obtain federal and state tax-exempt status. From that point, staff estimates that processing would take at least six months, depending on the availability of the involved federal and state agencies. At a future meeting, the City Council would begin the process of appointing members of the City Council and other individuals to serve on the Board of Directors.

The specific and primary purpose of the nonprofit public benefit corporation (or, “Laguna Woods Civic Support Fund”) would be to raise and distribute funds to support programs, projects, and services of the City, as well as to function as a “friends of the library” group in support of the Laguna Woods branch of the County of Orange’s public library system. Potential areas of focus would include public art, cultural affairs, human relations, social services, recreation, transportation, public parks, public infrastructure, public safety, and economic development (e.g., business attraction, retention, and promotion) in the City.

## **Fiscal Impact**

Incorporation of the Laguna Woods Civic Support Fund can be accommodated in the City’s budget. In Fiscal Year 2016-17, staff estimates that the City would need to contribute start-up capital to the Civic Support Fund in the amount of \$5,000-\$10,000. In order to minimize the use of prospective donations for administrative functions, it is also anticipated that the City would take responsibility for certain ongoing financial and legal expenses, as well as for providing in-kind staff support. The exact nature of the financial and administrative relationship between the City and the Civic Support Fund would be determined by future City Council action and would be partially dependent on the activities of the Civic Support Fund.

In addition to conventional donations, it is envisioned that the Civic Support Fund would pursue grants and other third-party funding opportunities. Certain third-party funding opportunities are exclusively available to nonprofit corporations.

Attachments: A – Proposed Resolution  
                  Exhibit A – Proposed Articles of Incorporation  
                  B – Draft Bylaws

**RESOLUTION NO. 16-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING THE FORMATION OF A NONPROFIT PUBLIC BENEFIT CORPORATION TO SUPPORT CITY PROGRAMS, PROJECTS, AND SERVICES AND TO FUNCTION AS A FRIENDS OF THE LIBRARY GROUP IN SUPPORT OF THE LAGUNA WOODS BRANCH OF THE COUNTY OF ORANGE’S PUBLIC LIBRARY SYSTEM; APPROVING ARTICLES OF INCORPORATION; AND, AUTHORIZING PROCESSES AND ACTIONS TO INCORPORATE AND OBTAIN TAX-EXEMPT STATUSES

**WHEREAS**, the Fiscal Year 2015-16 Budget & Work Plan includes a significant work plan item to “consider the potential formation of a nonprofit civic support fund to support City events and programs (e.g., public art, cultural affairs, library services, and business promotion)”; and

**WHEREAS**, the City Council appointed Mayor Hatch and Councilmember Moore to an Ad Hoc Civic Support Fund Committee to prepare recommendations for consideration by the City Council regarding potential formation of a nonprofit civic support fund to support City events and programs; and

**WHEREAS**, following review and analysis, the Ad Hoc Civic Support Fund Committee is recommending that the City Council begin the process of forming a nonprofit public benefit corporation for the purposes, and in the manner, described in the Articles of Incorporation attached hereto as Exhibit A; and

**WHEREAS**, the formation of a nonprofit public benefit corporation would create the potential for tax deductible donations, grants, and third-party funding opportunities that are exclusively available to nonprofit corporations to be leveraged in support of City programs, projects, and services, as well as the Laguna Woods branch of the County of Orange’s public library system.

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 hereby approves the formation of a nonprofit public benefit corporation to operate for the purposes, and in the manner, described in the Articles of Incorporation approved and attached hereto as Exhibit A.

**SECTION 2.** The City Council hereby directs the City Manager to initiate the incorporation process for the nonprofit public benefit corporation, as well as the processes required to obtain federal and state tax-exempt status, including taking any additional actions necessary to follow the processes and procedures established by federal, state, or local agencies, including executing the Articles of Incorporation and other related documents and certifications as may be necessary or advantageous.

**SECTION 3.** The Deputy City Clerk shall certify to the passage of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

\_\_\_\_\_  
NOEL HATCH, 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. 16-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2016, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

**ARTICLES OF INCORPORATION OF  
LAGUNA WOODS CIVIC SUPPORT FUND**

*A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION*

*This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.*

ADOPTED ON XX

I.

The name of this corporation is Laguna Woods Civic Support Fund.

II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. This corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The specific and primary purpose of this corporation shall be to raise and distribute funds to support programs, projects, and services of the City of Laguna Woods (“City”), as well as to function as a “friends of the library” group in support of the Laguna Woods branch of the County of Orange’s public library system. The act of distributing funds shall be interpreted broadly and shall include making donations to the City, County of Orange, or other organizations, as well as contracting for or otherwise providing services to third parties.

III.

The name and address in the State of California of this corporation’s initial agent for service of process is:

Christopher Macon  
24264 El Toro Road  
Laguna Woods, California 92637

IV.

This corporation’s street and mailing address is:

24264 El Toro Road  
Laguna Woods, California 92637

V.

A. Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding provision of any future United States internal revenue law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

C. Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

VI.

The property of this corporation is irrevocably dedicated to public and charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any Director, officer, or member thereof, or to the benefit of any private person, provided however that this corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II of these Articles. Upon the dissolution or “winding up” of this corporation, its assets (other than trust funds) remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to (i) the City, provided that it is then an organization described in Section 170(c)(1) of the Code or the

ITEM 8.2 – Exhibit A to Attachment A

corresponding provision of any future United States internal revenue law, to be used for public purposes, and/or (ii) one or more nonprofit corporations organized and operated for the benefit of the residents of the City, such corporation or corporations to be selected by the Board of Directors, subject to approval of the City Council of the City. Such nonprofit corporation(s) must be exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law, and be organized and operate exclusively for charitable, scientific, literary, and/or educational purposes.

VII.

Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation is required to distribute its income for each taxable year at such times and in such manner as not to subject this corporation to tax under Section 4942 of the Code or the corresponding provision of any future United States internal revenue law. In addition, this corporation shall not, during any period and to the extent that it is a private foundation described in Section 509 of the Code or the corresponding provision of any future United States internal revenue law, (a) engage in any act of self-dealing as defined in Section 4941(d) of the Code; (b) retain any excess business holdings as defined in Section 4943(c) of the Code; (c) make any taxable expenditures as defined in Section 4945(d) of the Code; or, (d) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code or the corresponding provision of any future United States internal revenue law.

Dated: \_\_\_\_\_, 2016 \_\_\_\_\_

Christopher Macon, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Dated: \_\_\_\_\_, 2016 \_\_\_\_\_

Christopher Macon

**BYLAWS OF  
LAGUNA WOODS CIVIC SUPPORT FUND**

*A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION*

*This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.*

ADOPTED ON XX

**1. Name of Corporation**

1.1. The name of this Corporation shall be “Laguna Woods Civic Support Fund.”

1.2. The business of this Corporation may be done under business names other than that which is set forth in Section 1.1. of these Bylaws; provided, however, that both the decision to conduct business under other business names and the selection of any such other business names shall be subject to a two-thirds majority vote of the Board of Directors at a duly noticed public meeting thereof and ratification by the City Council of the City of Laguna Woods (“City”) at a duly noticed public meeting thereof.

**2. Principal Office of Corporation**

2.1. The principal office for the transaction of the activities and affairs of this Corporation shall be located at such location within the City of Laguna Woods as the Board of Directors may designate by resolution. Initially, and until such time as otherwise designated by resolution, the principal office of this Corporation shall be 24264 El Toro Road, Laguna Woods, California 92637. Any change of the principal office shall be noted on these Bylaws opposite this Section 2 or, alternatively, these Bylaws may be amended to state the new principal location.

**3. Purpose of Corporation**

3.1. The specific and primary purpose of this Corporation shall be to raise and distribute funds to support programs, projects, and services of the City, as well as to function as a “friends of the library” group in support of the Laguna Woods branch of the County of Orange’s public library system. The act of distributing funds shall be interpreted broadly and shall include making donations to the City, County of Orange, or other organizations, as well as contracting for or otherwise providing services to third parties consistent with the purpose set forth in this Section 3.

3.2. Programs, projects, and services for which this Corporation may raise and distribute funds shall include, but not be limited to, those pertaining to public art, cultural affairs, human relations, social services, recreation, transportation, public parks, public infrastructure, public safety, and economic development (e.g., business attraction, retention, and promotion) in the City, as well as library services provided at the Laguna Woods branch of the County of Orange’s public library system.

3.3. All programs, projects, and services for which this Corporation raises or distributes funds shall be available to or benefit residents of the City, irrespective of which residential community they reside in.

3.4. This Corporation must receive prior written authorization from the City Council of the City for each program, project, or service for which this Corporation raises or distributes funds.

3.5. The general purposes of this Corporation are the following:

- a) To receive, hold, and disburse gifts, bequests, devises, grants, and other funds to accomplish its specific and primary purpose;
- b) To enter into, make, and perform, and carry out contracts which are deemed necessary to accomplish its specific and primary purpose; and
- c) To own, lease, and maintain real and personal property which is deemed necessary to accomplish its specific and primary purpose.

3.6. This Corporation shall not, except to an insubstantial degree in conformance with applicable laws, engage in any activities or exercise any powers that are not in furtherance of its purpose as set forth in this Section 3.

#### **4. Limitations on Corporate Activities**

4.1. This Corporation shall be organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as may be amended from time to time (“Code”). This Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or by a corporation whose contributions are deductible under Section 170(c)(2) of the Code.

4.2. This Corporation shall be organized and operated as a nonprofit public benefit corporation within the meaning of California Nonprofit Public Benefit Corporation

Law (set forth at California Corporation Code Section 5110 *et seq.*), as may be amended from time to time or replaced by a successor statute. Corporate activities shall conform to the requirements thereof.

4.3. This Corporation is expressly prohibited from each of the following:

- a) Activities to raise or distribute funds for programs, projects, or services that are not offered or provided by the City or supportive of the Laguna Woods branch of the County of Orange’s public library system.
- b) Activities to raise or distribute funds for programs, projects, or services for which the City Council of the City has not specifically authorized support from this Corporation. Such authorizations shall be made in writing.
- c) Activities to raise or distribute funds for programs, projects, or services that certain City residents may be precluded from based on which residential community they reside in (*e.g.*, programs, projects, and services that are only available to residents of a particular residential community).
- d) Activities to participate in, intervene in, or attempt to influence any political campaign on behalf of or in opposition to any candidate for public or private elected or appointed office, legislation, ballot measure, initiative, or similar voted matter (*e.g.*, publication or dissemination of materials with the purpose of attempting to influence legislation). This Corporation shall be nonprofit and nonpartisan.
- e) Activities to raise or distribute funds for religious organizations or religious purposes.

**5. City Support of Corporation**

5.1. To the extent provided for by the City Council of the City and these Bylaws, and to the extent allowable by law, the City, members of the City Council of the City, and City staff may support this Corporation in all manners except making direct fundraising appeals of or to third-parties. Members of the City Council of the City and City staff may participate in the design, development, and administration of fundraising campaigns and events, but shall not make direct fundraising appeals of or to third-parties. For the purpose of this Section 5, “fundraising” shall include any activity in which support is sought from any person or entity of either a monetary, service, or in-kind nature, exclusive of services for which this Corporation contracts.

5.2. The Board of Directors shall reasonably, fully, and timely cooperate with the City and its agents and contractors to allow for the performance of their duties.

5.3. The City may audit or inspect, or cause to be audited or inspected, the financial statements or any other aspect of this Corporation’s activities, at any time, without limitation or restriction. In such instances, the Board of Directors shall reasonably, fully, and timely cooperate with the City and its agents and contractors.

5.4. The City may solicit legal advice or counsel in connection with its support of this Corporation. In such instances, the Board of Directors shall reasonably, fully, and timely cooperate with the City and its agents and contractors, and acknowledges the City’s right to follow and act in accordance with advice and counsel received, including to the extent that it may differ from directives of the Board of Directors.

5.5. The City reserves the right to terminate its involvement with this Corporation, either fully or in part, and with or without cause, with 30 calendar days written notice to the Board of Directors. In such instances, all officer positions held by City staff shall become vacant and the City’s responsibilities pursuant to these Bylaws shall end, to the extent specified in termination notice, upon its effective date. Unless the termination notice provides otherwise, Sections 3.4, 4.3(b), and 21.1 of these Bylaws (requiring authorization from the City Council of the City to raise or distribute funds for programs, projects, or services, or amend these Bylaws) shall automatically terminate upon the effective date that the City terminates its involvement with this Corporation. The City shall not be liable for incomplete or unfinished work.

**6. Members of the Board of Directors of Corporation**

6.1. Subject to these Bylaws and federal and state law, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled and conducted by, the Board of Directors.

6.2. The authorized number of members of the Board of Directors of this Corporation (“Directors”) shall be not less than three and not more than seven. The Board of Directors may include the following for terms established by the City Council of the City:

- a) Up to two members of the City Council of the City, appointed by a majority vote of the City Council at a duly noticed public meeting thereof; and
- b) Up to three residents of the City, appointed by a majority vote of the City Council at a duly noticed public meeting thereof; and

- c) Up to two persons representing businesses or organizations with a physical location in the City or that provide regular and ongoing services to residents of the City, appointed by a majority vote of the City Council of the City at a duly noticed public meeting thereof.

6.3. No person serving on the Board of Directors shall at any time be an interested person. An interested person is (i) any person being compensated by this Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reimbursement paid to a Director for reasonable and necessary expenses incurred on behalf of this Corporation or (ii) any brother, sister, mother, father, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Violations of the provisions of this Section 6.3 shall not affect the validity or enforceability of any transaction entered into by this Corporation.

6.4. A vacancy on the Board of Directors shall occur in the event of:

- a) The expiration of a Director's term (if applicable); or
- b) The resignation of a Director, when made in writing to the Board of Directors, Chair of the Board, Chief Executive Officer, or Secretary; or
- c) The cessation of a Director to meet the minimum residency or occupational standards set forth in Section 6.2 of these Bylaws; or
- d) The death of a Director; or
- e) The declaration by resolution, approved by a majority vote of the Board of Directors at a duly noticed public meeting thereof, of a vacancy in the office of a Director who has been (i) convicted of a felony, (ii) declared of unsound mind by a court order, or (iii) found by final order or judgment of any court to have breached a duty under federal or state law including, but not limited to, the California Nonprofit Public Benefit Corporation Law; or
- f) The removal of a Director, with or without cause, by a two-thirds majority vote of the City Council of City at a duly noticed public meeting thereof.

6.5. A vacancy on the Board of Directors shall be filled in the manner prescribed in Section 6.2 of these Bylaws for regular appointment of such Director, provided that such vacancies shall be filled as they occur. No reduction in the number of

Directors shall have the effect of removing any Director prior to the expiration of his or her term of office.

**7. Actions of the Board of Directors of Corporation**

7.1. The Board of Directors shall meet a minimum of once a year at the principal office of this Corporation or at such other location within the City selected by the Board of Directors in accordance with Section 2.1 of these Bylaws.

7.2. All meetings of the Board of Directors and standing committees thereof shall comply with the noticing and other requirements of the Ralph M. Brown Act.

7.3. A majority of Directors shall constitute a quorum to conduct business, except to adjourn. The majority of the quorum present at a duly noticed public meeting may take action and such action shall be an act of the Board of Directors, subject to the more stringent provisions of this Corporation's articles of incorporation and the California Nonprofit Corporation Law, including, without limitation, those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of one or more Directors from the meeting, provided that actions are approved by at least a majority or two-third majority of the required quorum for that meeting, as may be required by these Bylaws. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given in accordance with the Ralph M. Brown Act.

7.4. This Corporation shall not compensate Directors for their services, but may reimburse Directors for their reasonable and necessary expenses incurred on behalf of this Corporation, in accordance with such rules, standards, and procedures as may be established by a majority vote of the Board of Directors at a duly noticed public meeting.

7.5. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the articles of incorporation and these Bylaws, the business and affairs of this Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors; provided, however, that in order to preserve the nonprofit status of this Corporation, neither the Board of Directors nor any member thereof shall do any act, or authorize or suffer the doing of any act by an officer of this Corporation, on behalf of this Corporation, which is

inconsistent with the articles of incorporation, these Bylaws or the purpose of this Corporation. Any such act or acts shall be null and void.

## **8. Officers of Corporation**

8.1. The officers of this Corporation shall be a Chair of the Board, Vice Chair of the Board, Chief Executive Officer, Chief Financial Officer, and Secretary. The offices of Chair of the Board and Vice Chair of the Board shall be filled by Directors. The Board of Directors may create other offices by resolution, with such other titles and such other duties as it determines and deems advisable. Any number of offices may be held by the same person, except that no person serving as the Secretary or the Chief Financial Officer may serve concurrently as the Chair of the Board.

8.2. The Chair of the Board shall be appointed by a majority vote of the Board of Directors at a duly noticed public meeting. The Chair of the Board shall preside over Board of Directors meetings, attest to the Board of Directors' approval of meeting minutes, and have such other powers and perform such other duties as the Board of Directors or these Bylaws may require.

8.3. The Vice Chair of the Board shall be appointed by a majority vote of the Board of Directors at a duly noticed public meeting. The Vice Chair of the Board shall serve as the Chair of the Board in his or her absence and have such other powers and perform such other duties as the Board of Directors or these Bylaws may require.

8.4. The Chief Executive Officer shall be the City Manager of the City or his or her designee. The Chief Executive Officer shall serve as the general manager of this Corporation and shall supervise and direct all administrative activities and affairs, in accordance with policies established and direction provided by a majority vote of the Board of Directors at a duly noticed public meeting. The Chief Executive Officer may support this Corporation in all manners except making direct fundraising appeals of or to third-parties.

8.5. The Chief Financial Officer shall be the City Treasurer of the City or his or her designee. The Chief Financial Officer shall supervise and direct all financial activities and affairs of this Corporation, in accordance with policies established and direction provided by a majority vote of the Board of Directors at a duly noticed public meeting. The Chief Financial Officer shall report to the Chief Executive Officer and may support this Corporation in all manners except making direct fundraising appeals of or to third-parties.

- a) The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of this Corporation. The books of account shall be open to inspection by any Director at all reasonable times.
- b) The Chief Financial Officer shall prepare and file, or cause to be prepared and filed, such financial statements and reports as are required by law, by these Bylaws, or by the Board of Directors. The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board of Directors.
  - 1) An annual report shall be prepared in conformity with the requirements of Sections 6321 and 6322 of the California Nonprofit Corporation Law, or any successor statutes. The annual report shall be sent to each Director of this Corporation, and such other persons as are designated by the Board of Directors, no later than 120 days after the close of the fiscal year.
- c) The Chief Financial Officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of this Corporation with such depositories as the Board of Directors may designate.
- d) The Chief Financial Officer shall disburse and invest, or cause to be disbursed or invested, this Corporation's funds as the Board of Directors may order.
- e) The Chief Financial Officer render to the Board of Directors or any officer of this Corporation, or cause to be rendered, when requested, a timely account of all transactions as Chief Financial Officer and of the financial condition of this Corporation
- f) The Chief Financial Officer shall have such other powers and perform such other duties as the Board of Directors or these Bylaws may require.

8.6. The Secretary shall be the City Clerk of the City or his or her designee. The Secretary shall be responsible for certain corporate functions. The Secretary shall report to the Chief Executive Officer and may support this Corporation in all manners except making direct fundraising appeals of or to third-parties.

- a) The Secretary shall keep, or cause to be kept, at the principal office of this Corporation for public inspection (i) a book of all minutes of meetings and resolutions of the Board of Directors and standing committees of the Board of Directors, (ii) a copy of this Corporation's articles of incorporation, (iii) a

copy of these Bylaws, (iv) this Corporation's annual state and federal financial statements and reports, and (v) the seal of this Corporation, if any.

- b) The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors and of standing committees of the Board of Directors that the Ralph M. Brown Act or these Bylaws requires to be given.
- c) The Secretary shall have such other powers and perform such other duties as the Board of Directors or these Bylaws may require.

8.7. Any officer shall have the ability to call a meeting of the Board of Directors, subject to noticing and other requirements set forth in the Ralph M. Brown Act.

8.8. A vacancy in the office of Chair of the Board or Vice Chair of the Board shall occur in the event of:

- a) The expiration of an officer's term (if applicable); or
- b) The resignation of an officer, when made in writing to the Board of Directors, Chair of the Board (Vice Chair of the Board only), Chief Executive Officer, or Secretary; or
- c) The death of an officer; or
- d) The declaration by resolution, approved by a majority vote of the Board of Directors at a duly noticed public meeting thereof, of a vacancy in an office of this Corporation for an officer who has been (i) convicted of a felony, (ii) declared of unsound mind by a court order, or (iii) found by final order or judgment of any court to have breached a duty under federal or state law including, but not limited to, the California Nonprofit Public Benefit Corporation Law; or
- e) The removal of an officer, with or without cause, by a majority vote of the Board of Directors at a duly noticed public meeting thereof.

8.9. A vacancy in the office of Chair of the Board or Vice Chair of the Board shall be filled in the manner prescribed in these Bylaws for regular appointment of such office, provided that such vacancies shall be filled as they occur.

**9. Members of Corporation**

9.1. This Corporation shall have no “members” as that term is defined by Section 5056 of the California Corporation Code and shall be governed solely by its Board of Directors. In accordance with Section 5310(b) of the California Corporation Code, any action that would otherwise require approval by a majority of all members shall only require approval of the Board of Directors. There shall be no meetings of members as such. The persons constituting the Board of Directors may, at any given time and from time to time, act in their capacity as members pursuant to this Section 9.1, at meetings of the Board of Directors.

9.2. This Corporation may refer to individuals or entities associated with it as “members” even though those individuals or entities are not voting members. No such reference to “members” shall constitute any individual or entity a member within the meaning of Section 5056 of the California Corporation Code.

**10. Fiscal Year**

10.1. The fiscal year of this Corporation shall commence on January 1 and conclude on the immediately following December 31.

**11. Budgets**

11.1. Prior to the commencement of each fiscal year, the Board of Directors shall adopt a budget setting forth the estimated operating, capital, and other expenditures required in connection with, and the estimated receipts from, the activities of this Corporation for such fiscal year; provided, however, that during its first fiscal year, the Board of Directors shall adopt a budget for that initial year within four months of the first meeting of the Board of Directors. Budgets shall require approval of either a majority of the Board of Directors, inclusive of all members of the City Council of City serving thereon, or a two-third majority of the Board of Directors, at a duly noticed public meeting thereof.

11.2. No expenditure may be made or obligation incurred which, when added to any other expenditure for the fiscal year of this Corporation, exceeds the adopted budget for that fiscal year by more than \$5,000.00 or any line item specified in the adopted budget by more than five percent (5%), without the prior approval of a majority of the Board of Directors, inclusive of all members of the City Council of City serving thereon, or a two-third majority of the Board of Directors, at a duly noticed public meeting thereof.

**12. Deposits**

12.1. All funds of this Corporation shall be deposited from time-to-time to the credit of this Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**13. Payments and Instruments**

13.1. Except as otherwise provided by law, these Bylaws or a resolution, written policy, or minute order of the Board of Directors, checks, drafts, promissory notes, orders for the payment of money, and any other evidence of indebtedness of this Corporation shall be signed by the Chair of the Board and countersigned by the Chief Executive Officer or Chief Financial Officer.

13.2. Except as otherwise provided by law or these Bylaws, the Board of Directors may authorize any officer or agent of this Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of this Corporation. Such authority shall be made in writing and may be general or confined to specific instances. Unless authorized, no Director, officer, agent, or other person shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or render it liable monetarily for any purpose or in any amount.

**14. Dedication of Assets**

14.1. The property of this Corporation is irrevocably dedicated to public and charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any Director, officer, or member thereof, or to the benefit of any private person, provided however that this Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 3 of these Bylaws. Upon the dissolution or “winding up” of this Corporation, its assets (other than trust funds) remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to (i) the City, provided that it is then an organization described in Section 170(c)(1) of the Code or the corresponding provision of any future United States internal revenue law, to be used for public purposes, and/or (ii) one or more nonprofit corporations organized and operated for the benefit of the residents of the City, such corporation or corporations to be selected by the Board of Directors, subject to approval of the City Council of the City. Such nonprofit corporation(s) must be exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future

United States internal revenue law, and be organized and operate exclusively for charitable, scientific, literary, and/or educational purposes.

**15. Use of City Logo and City Titles**

15.1. The City’s logo shall not be used in fundraising materials or collateral without prior written authorization of the City Council of City. The City titles of any member of the City Council of City or the City titles of any member of City staff shall not be used in fundraising materials or collateral.

**16. Non-Discrimination**

16.1. Neither this Corporation, nor any Director or officer in the performance of his or her duties, shall discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status.

**17. Application of Conflict of Interest Laws**

17.1. Notwithstanding any other provision of these Bylaws, this Corporation shall comply with the Political Reform Act of 1976, California Government Code Section 81000, *et seq.* This Corporation shall operate as if it is an “agency” and each Director and officer shall operate as if he or she is a “designated employee” as defined in the Political Reform Act. Each Director and officer shall comply with the conflict of interest reporting and disqualification requirements of the Political Reform Act. The Board of Directors shall adopt, periodically review, and if necessary, amend, a “conflict of interest code” as such term is defined in the Political Reform Act.

17.2. Directors who are also members of the City Council of City shall comply with the provisions of California Government Code Section 1090, *et seq.* and this Corporation shall operate as if it is a “body” of which the applicable Director is a member. No Director shall be financially interested in any contract made by him or her in his or her official capacity as a Director or made by this Corporation. Nor shall any Director be a purchaser at any sale or vendors at any purchase made by him or her in his or her official capacity as a Director or made by the Board of Directors. The prohibitions in this Section 17.2 shall be interpreted in the same manner as the prohibitions contained in California Government Code Section 1090, *et seq.* Every contract made in violation of this Section 17.2 by a Director may be avoided at the instance of any party except the Director interested therein.

**18. Compliance with California Public Records Act**

18.1. This Corporation shall comply with the provisions of the California Public Records Act, California Government Code Section 6250 *et seq.* This Corporation shall operate as if it is a “Local Agency” as that term is used in the California Public Records Act, and as such, shall be subject to all obligations and exemptions under the California Public Records Act.

**19. Indemnification of Directors, Officers, Employees, and Agents**

19.1. To the fullest extent permitted by law, this Corporation shall indemnify any present or former Director, officer, employee, or other “agent” of this Corporation, as that term is defined in Section 5238 of the California Nonprofit Corporation Law, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in Section 5238 of the California Nonprofit Corporation Law, and including an action by or in the right of this Corporation, by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Nonprofit Corporation Law.

19.2. On written request to the Board of Directors by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Nonprofit Corporation Law, the Board of Directors shall promptly determine under Section 5238(e) of the California Nonprofit Corporation Law whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification. If the Board of Directors cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, application shall be made by this Corporation or the agent or the attorney or other person rendering a defense to the agent to the court in which the proceeding is or was pending for a determination, whether or not the application by the agent, attorney, or other person is opposed by this Corporation.

19.3. To the fullest extent permitted by law and except as otherwise determined by the Board of Directors in a specific instance, expenses incurred by a person seeking indemnification under Sections 19.1 and 19.2 of these Bylaws in defending any proceeding covered by those sections shall be advanced by this Corporation before final disposition of the proceeding, on receipt by this Corporation of an undertaking

by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by this Corporation for those expenses.

19.4. The Board of Directors shall have the power, but not the obligation, to purchase and maintain insurance in accordance with Section 5238(i) of the California Nonprofit Corporation Law and to the full extent permitted by law on behalf of its Directors, officers, employees, or other “agent” of this Corporation, as that term is defined in Section 5238 of the California Nonprofit Corporation Law, against any liability asserted against or incurred by any Director, officer, employee, or agent in such capacity or arising out of the Director’s, officer’s, employee’s, or agent’s status as such.

## **20. Construction and Definition of Bylaws**

20.1. Unless the context requires otherwise, the general provisions, rules of construction, and definitions set forth in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the term “person” includes both a legal entity and a natural person, and vice versa for all references.

## **21. Amendment of Bylaws**

21.1. No amendment of these Bylaws shall be valid unless adopted by a two-thirds majority vote of the Board of Directors at a duly noticed public meeting thereof and then ratified by the City Council of the City at a duly noticed public meeting thereof.

## **22. Certificate of Secretary**

22.1. A certificate of the Secretary shall be affixed to the original, or most recent amended version of the Bylaws, such Certificate to be in the following form:

I, *[Secretary’s Name]*, certify that I am the duly appointed and acting Secretary of the Laguna Woods Civic Support Fund, a California Nonprofit Public Benefit Corporation, that the Bylaws attached hereto, consisting of *[Number of Pages]* pages, are the bylaws of this Corporation as adopted by the Board of Directors on *[Date]* and ratified by the City Council of the City on *[Date]*, and that they have not been amended or modified since such adoption and ratification.

Executed on *[Date]* at Laguna Woods, California.