

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, June 21, 2017
2:00 p.m.

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

Shari L. Horne
Mayor

Carol Moore
Mayor Pro Tem

Cynthia Conners
Councilmember



Vacant
Councilmember

Noel Hatch
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.

AGENDA POSTING AND AVAILABILITY

Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City's website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 02-33, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City's website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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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, or 24264 El Toro Road, Laguna Woods, California 92637.

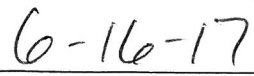
AFFIDAVIT OF POSTING

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); 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



Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Adopt-A-Cat Month – June 2017

Recommendation: Approve and present the proclamation.

4.2 Gun Violence Awareness Month – June 2017

Recommendation: Approve and present the proclamation.

4.3 Immigrant Heritage Month – June 2017

Recommendation: Approve and present the proclamation.

4.4 Pride Month – June 2017

Recommendation: Approve and present the proclamation.

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 May 17, 2017 and the special meeting on May 30, 2017.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of May 2017.

6.3 Warrant Register

Recommendation: Approve the warrant register dated June 21, 2017 in the amount of \$964,099.32.

6.4 Fiscal Year 2016-17 Budget Adjustments

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 17-11 AND ADOPTING A FISCAL YEAR 2016-17 BUDGET FOR THE MEASURE M1 FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGETS FOR THE BEVERAGE CONTAINER RECYCLING FUND, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUND, AND SENIOR MOBILITY FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGET AND AUTHORIZING TRANSFERS FROM THE GENERAL FUND TO THE FUEL TAX FUND, MEASURE M2 FUND, SENIOR MOBILITY FUND, MEASURE M1 FUND, AND PROPOSITION 84 GRANT FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGETS AND AUTHORIZING TRANSFERS FROM THE TRAFFIC MITIGATION FEES FUND AND CALRECYCLE GRANT FUND TO THE GENERAL FUND; AND, AUTHORIZING THE CLOSURE OF THE CALRECYCLE GRANT FUND, MEASURE M1

FUND, PROPOSITION 84 GRANT FUND, AND TRAFFIC
MITIGATION FEES FUND

6.5 Law Enforcement Services

Recommendation: Approve an agreement with the County of Orange for law enforcement services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.6 As Needed Waste Management Consulting Services

Recommendation: Approve an extension of the agreement with Michael Balliet for as needed waste management consulting services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.7 Landscape Maintenance Services

Recommendation: Approve an extension of the agreement with Nieves Landscape, Inc. for landscape maintenance services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.8 Traffic Signal, Street Light, and City Hall Lighting Maintenance Services

Recommendation: Approve an agreement with Computer Service Company for traffic signal, street light, and City Hall lighting maintenance services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.9 Local Signal Synchronization Plan

Recommendation: Adopt a Local Signal Synchronization Plan for Fiscal Years 2017-18 through 2019-20, as recommended by the City Engineer/City Traffic Engineer, and direct the City Engineer/City Traffic Engineer to execute and submit the Local

Signal Synchronization Plan to the Orange County Transportation Authority as required to maintain Measure M2 eligibility.

6.10 Measure M2 Eligibility

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, LOCAL SIGNAL SYNCHRONIZATION PLAN, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

6.11 Moulton Parkway Water Efficient Median Improvement Project

Recommendation:

1. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED FUEL TAX FUND APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2016 AND ENDING JUNE 30, 2017 RELATED TO THE MOULTON PARKWAY WATER EFFICIENT MEDIAN IMPROVEMENT PROJECT

AND

2. Approve the “Moulton Parkway Water Efficient Median Improvement 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 “Moulton Parkway Water Efficient Median Improvement Project”, in the amount of \$219,131, plus

authorized change orders not to exceed 10% 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.

6.12 Laguna Woods Civic Support Fund

Recommendation: Appoint Ryna Rothberg to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member.

VII. PUBLIC HEARINGS

7.1 Medical and Non-Medical Marijuana Cultivation Regulations

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.08.010, 13.10.020, 13.12.020, 13.13.020, AND

13.26.026 OF THE LAGUNA WOODS MUNICIPAL CODE
RELATED TO MEDICAL AND NON-MEDICAL
MARIJUANA CULTIVATION

VIII. CITY COUNCIL BUSINESS

8.1 Budgeting, Reserves, and Reporting Policy

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, APPROVING
MODIFICATIONS TO ADMINISTRATIVE POLICY 2.9
PERTAINING TO BUDGETING, RESERVES, AND
REPORTING

8.2 Fiscal Years 2017-19 Budget and Work Plan Development

Recommendation: Discuss and provide direction to staff.

8.3 City Council Vacancy

Recommendation:

1. Review the applications received from individuals interested in being appointed to fill the City Council vacancy.

AND

2. Select individuals to interview for the City Council vacancy at the adjourned regular meeting of the City Council on June 28, 2017 at 2 p.m. at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Adjourned Regular Meeting: Wednesday, June 28, 2017 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, July 19, 2017 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

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4.1
PROCLAMATION –
ADOPT-A-CAT MONTH –
JUNE 2017

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**Proclamation
City of Laguna Woods
Adopt-A-Cat Month
June 2017**

WHEREAS, Laguna Woods is home to a great many pet cats; and

WHEREAS, the American Humane Association reports that every year, thousands of newborn kittens join millions of cats already in shelters across the country; and

WHEREAS, individuals sometimes find themselves unable to continue to care for pet cats, as a result of life changes, medical conditions, or other circumstances; and

WHEREAS, the City of Laguna Woods is committed to ending pet overpopulation and neglect within its borders, including through compassionate adoption; and

WHEREAS, there are a variety of local resources available to assist individuals who are interested in pet cat adoption, including the Laguna Beach/Laguna Woods Animal Shelter, which can provide referrals and often has adoptable cats available, and the Laguna Woods Village Cat Club; and

WHEREAS, shelters, individuals, and community groups play a vital role in raising awareness of pet cat adoption and promoting the humane treatment of all animals.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2017 as “Adopt-A-Cat Month” in the City of Laguna Woods and encourages its residents to consider and raise awareness of pet cat adoption.

Dated this 21st day of June, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.2
PROCLAMATION –
GUN VIOLENCE AWARENESS MONTH –
JUNE 2017

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**Proclamation
City of Laguna Woods
Gun Violence Awareness Month
June 2017**

WHEREAS, every day, an average of 309 people across the country are victims of gunshots, 93 of whom succumb to fatal injuries; and

WHEREAS, every year, an average of 114,994 people across the country are victims of gunshots, 33,880 of whom succumb to fatal injuries; and

WHEREAS, guns are the second leading cause of death among children and teens, with nearly 1.7 million living in a home with an unlocked and loaded gun; and

WHEREAS, more than 80 percent of children and teens who die from suicide use a gun that belongs to a family member; and

WHEREAS, older adults are one of the largest groups of gun owners in the country, with statistics indicating that as many as 60 percent of older adults suffering from dementia live in a home with a gun; and

WHEREAS, over 70 percent of older adults who die from suicide use a gun.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2017 as “Gun Violence Awareness Month” in the City of Laguna Woods and encourages safe and responsible gun ownership.

Dated this 21st day of June, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.3
PROCLAMATION –
IMMIGRANT HERITAGE MONTH –
JUNE 2017

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**Proclamation
City of Laguna Woods
Immigrant Heritage Month
June 2017**

WHEREAS, generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; and

WHEREAS, immigrants provide our nation with a diversity of social and cultural influence, fundamentally enhancing its extraordinary character; and

WHEREAS, immigrants continue to grow businesses, innovate, strengthen the economy, and otherwise serve communities throughout this nation; and

WHEREAS, throughout history, the role of immigrants in building, serving, and enriching our nation has frequently been overlooked and undervalued; and

WHEREAS, throughout history, immigrants have sought not only to secure their own rights and access to equal opportunity, but have also campaigned and advocated for a fairer and more just society for all Americans; and

WHEREAS, hosts of Laguna Woods residents have rich immigrant heritages, which though often unnoticed, benefit the fabric and vitality of our community.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2017 as "Immigrant Heritage Month" in the City of Laguna Woods and encourages reflection on the contributions that immigrants have made and continue to make, both locally and throughout our nation.

Dated this 21st day of June, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.4
PROCLAMATION –
PRIDE MONTH –
JUNE 2017

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**Proclamation
City of Laguna Woods
Pride Month
June 2017**

WHEREAS, Laguna Woods draws strength and vitality from the diversity of those who live, work, visit, and otherwise contribute to our community; and

WHEREAS, diversity, tolerance, and respect are hallmarks of a civilized society and vital to maintaining the extraordinary character of our community; and

WHEREAS, there are residents, members of the business community, and others who are a part of the lesbian, gay, bisexual, and transgender community; and

WHEREAS, Pride Month is an opportunity to reflect on the ways that we can all come together with a commitment to mutual respect and understanding; and

WHEREAS, the City of Laguna Woods opposes discrimination in all its forms and supports the fair and equitable treatment of all people.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim June 2017 as “Pride Month” in the City of Laguna Woods and encourages individuals to fight prejudice and discrimination in their own lives and to treat others with dignity and respect.

Dated this 21st day of June, 2017

Shari L. Horne
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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6.1-6.12
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: June 21, 2017 Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the June 21, 2017 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 June 21, 2017 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on May 17, 2017 (Attachment A) and the special meeting on May 30, 2017 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of May 2017.
- 6.3 Approval of the warrant register dated June 21, 2017 in the amount of \$964,099.32. 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:

- Rescinding Resolution No. 17-11, which was approved by the City Council on May 17, 2017, but requires corrections;
- Adopting a Fiscal Year 2016-17 budget for the Measure M1 Fund;
- Increasing the adopted Fiscal Year 2016-17 budgets for the Beverage Container Recycling Fund, Community Development Block Grant Program Fund, and Senior Mobility Fund;
- Increasing the adopted Fiscal Year 2016-17 budget and authorizing transfers from the General Fund to the Fuel Tax Fund, Measure M2 Fund, Senior Mobility Fund, Measure M1 Fund, and Proposition 84 Grant Fund;
- Increasing the adopted Fiscal Year 2016-17 budgets and authorizing transfers from the Traffic Mitigation Fees Fund and CalRecycle Grant Fund to the General Fund; and
- Authorizing the closure of the CalRecycle Grant Fund, Measure M1 Fund, Proposition 84 Grant Fund, and Traffic Mitigation Fees Fund.

The proposed budget adjustments are necessary for the reasons set forth in the resolution, which generally relate to 1) adjusting the current fiscal year's budget to accommodate unanticipated expenditures, including a one-time, \$90,000 contribution from the General Fund to the Senior Mobility Fund, due to an increase in program usage and costs; 2) increasing appropriations and authorizing transfers to resolve past issues related to fund balance and expenditures in several funds; and, 3) authorizing the closure of several funds that are no longer in use. In January 2017, the City Council approved modifications to Senior Mobility Program fees, which will take effect for travel after June 30, 2017. It is anticipated that those modifications will help to moderate and reduce potential future impacts on the General Fund.

- 6.5 Approval of an agreement with the County of Orange for law enforcement services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement includes a comparable level of service to the current fiscal year, at an annual cost of \$2,603,724 (a decrease from the current fiscal year of approximately 1.45% for ongoing services). The decrease is primarily attributable to a new cost-sharing arrangement with the City of Aliso Viejo that reduces the formerly full-time Investigator position to half-time. Projections continue to show that law enforcement costs are increasing at an unsustainable rate, significantly

in excess of inflation. The City is engaged in a number of efforts, in concert with surrounding cities, to explore cost reduction strategies and other options.

- 6.6 Approval of an extension of the agreement with Michael Balliet for as needed waste management consulting services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. Mr. Balliet is a highly qualified waste management professional who has provided waste management services to the City for many years. Mr. Balliet provides or has provided similar services to the cities of Irvine, Costa Mesa, Newport Beach, Placentia, and Yorba Linda. The proposed agreement would continue his services in Fiscal Year 2017-18.
- 6.7 Approval of an extension of the agreement with Nieves Landscape, Inc. for landscape maintenance services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a six-month period through December 31, 2017, as allowed for in the existing agreement. The City is continuing to prepare for a competitive process to select future landscape maintenance service provider(s). An updated scope of work and Request for Proposals (RFP) is currently being developed. Staff anticipates that the competitive process will be completed prior to the end of the proposed extension period.
- 6.8 Approval of an agreement with Computer Service Company for traffic signal, street light, and City Hall lighting maintenance services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals (RFP) for traffic signal, street light, and City Hall lighting maintenance services was released on April 6, 2017 with proposals due by April 28, 2017. A total of three proposals were received (Bear Electrical Solutions, Computer Service Company, and Siemens). After reviewing all proposals, staff recommends that the City Council award the agreement to Computer Service Company due to factors including cost and experience. Computer Service Company currently provides, or has provided, similar services for the County of Orange and cities including Laguna Hills, Lake Forest, and Mission Viejo.
- 6.9 Adoption of a Local Signal Synchronization Plan for Fiscal Years 2017-18 through 2019-20, as recommended by the City Engineer/City Traffic Engineer, and direction for the City Engineer/City Traffic Engineer to execute and submit the Local Signal Synchronization Plan to the Orange

County Transportation Authority as required to maintain Measure M2 eligibility. The City is required to update its local signal synchronization plan by June 30, 2017, in order to remain eligible to receive Measure M2 funds. The local signal synchronization plan is a three-year plan that identifies traffic signal synchronization, street routes, and traffic signals to be improved, including all elements of the Regional Traffic Signal Synchronization Program located within the City. It also includes goals that are consistent with the Orange County Transportation Authority's Regional Traffic Signal Synchronization Master Plan.

- 6.10 Approval of a resolution concerning the status and update of the Circulation Element, Local Signal Synchronization Plan, and Mitigation Fee Program for the Measure M (M2) Program. The City is required to take this action by June 30, 2017, in order to remain eligible to receive Measure M2 funds. The form of the proposed resolution is based on Orange County Transportation Authority requirements and includes, among other items, confirmation that the City's General Plan Circulation Element is consistent with the Orange County Master Plan of Arterial Highways and certification that the City has an existing mitigation fee program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development. The City collects the following transportation mitigation fees, depending on the nature of new development projects: Coastal Area Road Improvements and Traffic Signals Zone 2D, Moulton Parkway and Laguna Niguel Fee Program, and San Joaquin Hills Road Fee Program zones A and B. For more information on the City's transportation mitigation fees, please contact City Hall.
- 6.11 [1] Approval of a resolution approving amended Fuel Tax Fund appropriations for the fiscal year commencing July 1, 2016 and ending June 30, 2017 related to the Moulton Parkway Water Efficient Median Improvement Project; [2] Approval of the "Moulton Parkway Water Efficient Median Improvement 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 "Moulton Parkway Water Efficient Median Improvement Project", in the amount of \$219,131, plus authorized change orders not to exceed 10% 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. This project is included in the

City's Capital Improvement Program. Bids were invited from April 27 to May 25, 2017. Four bids were received (Diversified Landscape Management, Kasa Construction, STL Landscape, and Yakar) with STL Landscape, Inc. bidding the lowest cost. With bidding now complete, an appropriation of \$273,914 is required in order for the Moulton Parkway Water Efficient Median Improvement Project to be constructed. The proposed supplemental appropriation would be accommodated using unassigned Fuel Tax balance. The Fuel Tax Fund has sufficient available funds for this purpose.

- 6.12 Appointment of Ryna Rothberg to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member. Ms. Rothberg is a former librarian and has relevant professional and service experience. This action is recommended by the Laguna Woods Civic Support Fund Board of Directors.

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6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
May 17, 2017
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne 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, Hatch, Moore, Horne
 ABSENT: Hack

STAFF PRESENT: City Manager Macon, Assistant City Attorney Patterson,
 Administrative Services Director/City Treasurer Cady, Deputy
 City Clerk Trippy, Development Programs Analyst Pennington

III. PLEDGE OF ALLEGIANCE

Councilmember Conners led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Saddleback Kiwanis – 50th Anniversary

Mike Maxson, Steve Carpenter, and Jim Kane, Saddleback Kiwanis, made comments.

Councilmembers made comments.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the commendation.

4.2 Drowning Prevention Awareness Period – May-October 2017

Captain Steve Dohman, Orange County Fire Authority, made comments.

Councilmembers made comments.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the proclamation.

4.3 Asian American and Pacific Islander Heritage Month – May 2017

Councilmembers made comments.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the proclamation.

4.4 Building Safety Month – May 2017

Councilmembers made comments.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the proclamation.

4.5 Older Americans Month – May 2017

Nakia Thierry, Orange County Office on Aging, made comments.

Councilmembers made comments.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the proclamation.

4.6 Stroke Awareness Month – May 2017

Deborah Massaglia, Roxanna Todd Hodges Stroke Foundation, made comments.

Councilmembers made comments.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the proclamation.

4.7 Water Awareness Month – May 2017

Mark Monin, El Toro Water District, made comments.

Councilmembers made comments.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried on a 4-0 vote, with Councilmember Hack absent, to approve and present the proclamation.

Mayor Horne called for a brief recess.

The meeting was called back to order at 2:49 p.m.

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve Consent Calendar Items 6.1 – 6.9.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on April 19, 2017 and the adjourned regular meeting on April 26, 2017.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of April 2017.

6.3 Warrant Register

Approved the warrant register dated May 17, 2017 in the amount of \$790,757.65.

6.4 Fiscal Year 2016-17 Budget Adjustments

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A FISCAL YEAR 2016-17 BUDGET FOR THE MEASURE M1 FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGETS FOR THE BEVERAGE CONTAINER RECYCLING FUND AND SENIOR MOBILITY FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGET AND AUTHORIZING TRANSFERS FROM THE GENERAL FUND TO THE FUEL TAX FUND, MEASURE M2 FUND, SENIOR MOBILITY FUND, MEASURE M1 FUND, AND PROPOSITION 84 GRANT FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGETS AND AUTHORIZING TRANSFERS FROM THE TRAFFIC MITIGATION FEES FUND AND CALRECYCLE GRANT FUND TO THE GENERAL FUND; AND, AUTHORIZING THE CLOSURE OF THE CALRECYCLE GRANT FUND, MEASURE M1 FUND, PROPOSITION 84 GRANT FUND, AND TRAFFIC MITIGATION FEES FUND

6.5 Code Enforcement Services

Approved an agreement with Willdan Engineering for code enforcement services and

authorized the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.6 El Toro Road Regional Traffic Signal Synchronization Program Project P

1. Approved the “El Toro Road Regional Traffic Signal Synchronization Program Project P” design plans and specifications as recommended by the City Engineer/City Traffic Engineer.

AND

2. Awarded a contract agreement to Elecnor Belco Electric, Inc. for the construction of the “El Toro Road Regional Traffic Signal Synchronization Program Project P”, in the amount of \$354,500, plus authorized change orders not to exceed 10% of the base amount; and authorized 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.

AND

3. Authorized the City Manager to enter into agreements with the Orange County Transportation Authority, California Department of Transportation, and participating agencies, as necessary, to facilitate the reimbursement of funds for the “El Toro Road Regional Traffic Signal Synchronization Program Project P”, subject to approval as to form by the City Attorney.

6.7 Moulton Parkway Regional Traffic Signal Synchronization Program Project P

1. Approved the “Moulton Parkway Regional Traffic Signal Synchronization Program Project P” design plans and specifications as recommended by the City Engineer/City Traffic Engineer.

AND

2. Awarded a contract agreement to Elecnor Belco Electric, Inc. for the construction of the “Moulton Parkway Regional Traffic Signal Synchronization Program Project P”, in the amount of \$263,289, plus authorized change orders not to exceed 10% of the base amount; and authorized 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

AND

3. Authorized the City Manager to enter into agreements with the Orange County Transportation Authority, California Department of Transportation, and participating agencies, as necessary, to facilitate the reimbursement of funds for

the “Moulton Parkway Regional Traffic Signal Synchronization Program Project P”, subject to approval as to form by the City Attorney.

6.8 City Hall Restroom Repair and Improvement Project

Rejected all bids received for the “City Hall Restroom Repair and Improvement Project”.

6.9 Urban County Community Development Block Grant and Other Programs Cooperation Agreement

Approved amendment four to the cooperation agreement with the County of Orange related to participation in the Urban County Community Development Block Grant (CDBG) program and other United States Department of Housing and Urban Development programs, and authorized the City Manager to execute the amendment subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

7.1 Conditional Use Permit CUP-1135 to allow for exceedances of maximum fence and wall height provisions of the Laguna Woods Municipal Code, along all perimeter fences and walls of Laguna Woods Village

City Manager Macon made a presentation and proposed the following modifications to the conditions of approval that were included with the agenda report:

- Revise the last sentence of Condition of Approval #4 to read: “Permitted materials for any portion of a fence or wall in excess of six feet in height are shepherd’s hook, masonry, or other materials as permitted by the Laguna Woods Municipal Code.”

AND

- Add the following sentence to the end of Condition of Approval #5: “After completion of the modification of the perimeter fencing and walls, the 900 foot per year requirement shall be deemed satisfied, and the remainder of this conditional use permit, and all conditions thereon, shall remain in full force and effect.”

Councilmembers discussed the item and staff answered related questions.

Mayor Pro Tem Moore suggested modifying staff’s proposed addition to Condition of Approval #5 by adding the word “calendar” before “year requirement.”

Staff concurred with Mayor Pro Tem Moore’s suggested modification.

Mayor Horne opened the public hearing.

Lori Moss, Community Manager for Laguna Woods Village, spoke on behalf of the applicant and in support of the proposed conditional use permit.

Kathryn Freshley, resident, expressed concerns regarding the potential costs to comply with the proposed 900 foot per calendar year modification requirement. She suggested that the City adopt an ordinance that would regularly allow fences and walls to be seven feet high when viewed from adjoining properties.

City Manager Macon noted that Laguna Woods Village staff agreed with the 900 foot per calendar year modification requirement and that the applicant chose to apply for a conditional use permit. He indicated that there could be potential consequences if the City were to allow fences and walls to be seven feet in all locations, but that such an option was not the subject of evaluation, as it was not what the applicant requested. He also commented on the differences in fence and wall height requirements set forth in the Laguna Woods Zoning Code and the California Building Standards Code.

Ron Cormack, member of the public and resident of the Woodwinds community in Laguna Hills, spoke in opposition to the proposed conditional use permit and the impacts that it would have on individuals living in surrounding communities. He also expressed concerns regarding the adequacy of noticing for the public hearing and provided written correspondence dated May 16, 2017.

An unidentified member of the public expressed noise concerns regarding a wall near his residence.

Mary Wall, resident, expressed concerns regarding the potential costs for residents of Laguna Woods Village, whether the applicant had standing to apply for the conditional use permit, and health and safety issues related to the height of the wall that borders El Toro Road near her residence, which she also asked the City to raise.

City Manager Macon noted that the City received written correspondence in advance of the meeting from the following individuals: Judy Larsen and Howard Vork, Jay Laessi, Wendy Fox, Mark Skrenes, and Keith Stroehler. All correspondence is public record.

Lori Moss, Community Manager for Laguna Woods Village, commented on the application process and noted that the presidents of Third Laguna Hills Mutual and United Laguna Woods Mutual have submitted letters concurring with the proposed conditional use permit. She also commented on the estimated costs to comply with the proposed 900 foot per year calendar requirement and stated that such amounts could be included in future capital budgets.

Bert Moldow, Third Laguna Hills Mutual, stated that the purpose of the conditional use permit is to enhance the security of Laguna Woods Village.

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

Councilmembers discussed the item and staff answered related questions.

Moved by Mayor Pro Tem Moore and seconded by Councilmember Conners to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1135 TO ALLOW FOR EXCEEDANCES OF MAXIMUM FENCE AND WALL HEIGHT PROVISIONS OF THE LAGUNA WOODS MUNICIPAL CODE, ALONG ALL PERIMETER FENCES AND WALLS OF LAGUNA WOODS VILLAGE, LAGUNA WOODS, CA 92637

with Condition of Approval #4 and Condition of Approval #5 modified as recommended by staff (modifications included Mayor Pro Tem Moore's suggested language).

Councilmember Hatch suggested amending the last sentence of Condition of Approval #4 by replacing the word "are" with "include."

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1135 TO ALLOW FOR EXCEEDANCES OF MAXIMUM FENCE AND WALL HEIGHT PROVISIONS OF THE LAGUNA WOODS MUNICIPAL CODE, ALONG ALL PERIMETER FENCES AND WALLS OF LAGUNA WOODS VILLAGE, LAGUNA WOODS, CA 92637

with Condition of Approval #4 and Condition of Approval #5 modified as recommended by staff (modifications included Mayor Pro Tem Moore's and Councilmember Hatch's suggested language).

The first motion died with the approval of the second motion.

VIII. CITY COUNCIL BUSINESS

8.1 State Video Franchise and Public, Educational, and Governmental ("PEG") Fees

City Manager Macon made a presentation.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve the second reading and

adoption of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RETROACTIVELY READOPTING SECTION 6.42.020 OF CHAPTER 6.42 OF TITLE 6 OF THE LAGUNA WOODS MUNICIPAL CODE ENTITLED “STATE VIDEO FRANCHISE AND PEG FEES” RELATING TO STATE FRANCHISES FOR CABLE COMMUNICATIONS; AND REAUTHORIZING A FEE TO SUPPORT PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (“PEG”) CHANNEL FACILITIES WITHIN THE CITY’S JURISDICTION

8.2 Medical and Non-Medical Marijuana Dispensary Regulations

City Manager Macon made a presentation.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve the second reading and adoption of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.08.101, 13.10.020, 13.12.020, 13.13.020, AND 13.26.025 AND ADDING A NEW SECTION 13.26.027 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO MEDICAL AND NON-MEDICAL MARIJUANA DISPENSARIES AND DELIVERY SERVICES

8.3 Unfunded Retirement Liability

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGET FOR THE GENERAL FUND FOR PURPOSES RELATED TO MAKING LUMP SUM PAYMENTS TO PAY OFF THE CITY’S CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (CALPERS) UNFUNDED ACCRUED LIABILITY AS OF JUNE 30, 2015, AND MAKING RELATED AUTHORIZATIONS

8.4 City Council Meeting Schedule

City Manager Macon summarized the agenda report.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried on a 4-0 vote, with Councilmember Hack absent, to approve the City Council meeting schedule for Fiscal Year 2017-18.

8.5 Fiscal Years 2017-19 Budget and Work Plan Development

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried on a 4-0 vote, with Councilmember Hack absent, to direct staff to include a Complete Streets Assessment in the draft Fiscal Years 2017-19 Budget and Work Plan.

Councilmember Conners left the meeting at 4:03 p.m.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried on a 3-0 vote, with Councilmember Hack and Councilmember Conners absent, to include a new, multi-phase Americans with Disability Act (ADA) Pedestrian Accessibility Improvement Project in the draft Fiscal Years 2017-19 Budget and Work Plan, contingent on the receipt of external funding.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried on a 3-0 vote, with Councilmember Hack and Councilmember Conners absent, to direct staff to include a Drainage Improvement Project (Moulton Parkway at Santa Maria Avenue) in the draft Fiscal Years 2017-19 Budget and Work Plan.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried on a 3-0 vote, with Councilmember Hack and Councilmember Conners absent, to direct staff to include phase one of a City Hall Refurbishment and Safety Project in the draft Fiscal Years 2017-19 Budget and Work Plan.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Moore, and carried on a 3-0 vote, with Councilmember Hack and Councilmember Conners absent, to direct staff to include the preparation of construction drawings and technical specifications for the El Toro Road Water Efficient Median Improvement Project (Between Calle Sonora and Moulton Parkway) in the draft Fiscal Years 2017-19 Budget and Work Plan.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

No report was given due to Councilmember Conners' absence.

9.2 Orange County Fire Authority

Councilmember Hatch stated that there had been no meeting since the last meeting. He provided information on other Orange County Fire Authority matters.

9.3 Orange County Library Advisory Board

Mayor Pro Tem Moore provided a report.

Councilmember Hatch briefly responded to the report.

9.4 Orange County Mosquito and Vector Control District

Mayor Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

No report was given due to Councilmember Hack's absence.

9.6 South Orange County Watershed Management Area

Mayor Pro Tem Moore provided a report.

9.7 Other Comments and Reports

Mayor Horne reported on the recent "Under the Flight Path" community forum.

Mayor Horne reported on the recent Southern California Association of Governments 2017 Regional Conference & General Assembly.

Mayor Horne reported on the recent 2017 South County Senior Summit.

Mayor Horne reported that she and Councilmember Conners attended the 2017 National Donate Life Run/Walk Family Festival.

Mayor Horne commented on recent letters of support for H.R. 474 and SB 5.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 4:35 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, June 21, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: June 21, 2017

SHARI L. HORNE, Mayor

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
May 30, 2017
12:30 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne called the Special Meeting of the City Council of the City of Laguna Woods to order at 12:30 p.m.

II. ROLL CALL

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

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

III. PLEDGE OF ALLEGIANCE

Councilmember Hatch led the pledge of allegiance.

IV. PUBLIC COMMENTS – None

V. CITY COUNCIL BUSINESS

5.1 City Council Vacancy

Mayor Horne summarized the agenda report.

Councilmembers made brief comments regarding Councilmember Hack's service on the City Council.

Kathryn Freshley, resident, expressed her support for appointing to fill the vacancy, in-lieu of an election, due to the cost of an election.

Councilmembers discussed the options to fill the City Council vacancy.

City Manager Macon reviewed a potential appointment process schedule.

Councilmember Hatch suggested that the date to interview candidates should be indicated

as subject to change, should the City Council wish to extend the application period.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Hatch, and carried unanimously on a 4-0 vote, to select to fill the City Council vacancy by appointment and approve the appointment process schedule set forth in the agenda packet and the application attached thereto.

VI. ADJOURNMENT

The meeting was adjourned at 12:47 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, June 21, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: June 21, 2017

SHARI L. HORNE, Mayor

6.2

CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
For the Month Ended May 31, 2017

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 4/30/17	Earnings & Receipts	Disbursements	Transfers & Other Adjustments	Ending Balances As of 5/31/17	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 4)	\$ 562,629	\$ 6,047,532	\$ (5,669,420)	\$ -	\$ 940,741	8.54%	
Deposits in Transit - Earned Interest, Securities Account	\$ -	\$ 775	\$ -	\$ -	\$ 775	0.01%	
Petty Cash	\$ 1,382	\$ 468	\$ (166)	\$ -	\$ 1,684	0.02%	
Total Cash and Cash Equivalents	\$ 564,010	\$ 6,048,776	\$ (5,669,586)	\$ -	\$ 943,200	8.56%	100.00%
Pooled Money Investment Accounts (PIMA)							
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 8,600,898	\$ -	\$ -	\$ (4,445,000)	\$ 4,155,898	37.71%	
Orange County Investment Pool (OCIP) (Note 3)	\$ -	\$ 2,398	\$ -	\$ 4,000,000	\$ 4,002,398	36.32%	
Total Pooled Money Investment Accounts	\$ 8,600,898	\$ 2,398	\$ -	\$ (445,000)	\$ 8,158,296	74.04%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (book value) (Note 5)	\$ 1,472,058	\$ 947	\$ -	\$ 445,000	\$ 1,918,005	17.41%	
Total Investments	\$ 1,472,058	\$ 947	\$ -	\$ 445,000	\$ 1,918,005	17.41%	20.00%
TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS	\$ 10,636,966	\$ 6,052,121	\$ (5,669,586)	\$ -	\$ 11,019,502		

Summary of Total Cash, Cash Equivalents, and Investments (Note 4):

	General Fund	Special Revenue Funds	Totals
Analyzed Checking	\$ (659,731)	\$ 1,600,472	\$ 940,741
Deposits in Transit	\$ 775	\$ -	\$ 775
Petty Cash	\$ 1,684	\$ -	\$ 1,684
LAIF	\$ 4,155,898	\$ -	\$ 4,155,898
OCIP	\$ 4,002,398	\$ -	\$ 4,002,398
Certificates of Deposit	\$ 1,918,005	\$ -	\$ 1,918,005
Totals	\$ 9,419,029	\$ 1,600,472	\$ 11,019,502

(See **NOTES** on Page 3 of 3)



City of Laguna Woods

City Treasurer's Report

For the Month Ended May 31, 2017

ITEM 6.2

INVESTMENT PORTFOLIO DETAIL

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 5)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
02006LM59	2016-1	ALLY BK MIDVALE UTAH	24 months	09/12/16	09/15/16	245,000	243,790	245,000	1.150	Semi-Annual	03/15/17	300	1.150	09/17/18
2366+LAM8	2016-2	CITY BANK	12 months	09/12/16	09/20/16	245,000	244,853	245,000	0.800	Annual	09/20/17	247	0.800	09/20/17
949763BJ4	2016-3	WELLS FARGO BANK	18 months	09/13/16	09/28/16	245,000	244,346	245,000	1.000	Monthly	10/28/16	295	1.000	03/28/18
140420F47	2016-4	CAPITAL ONE BANK USA	18 months	09/13/16	09/21/16	245,000	244,373	245,000	1.000	Semi-Annual	03/21/17	300	1.000	03/21/18
57116ANC8	2017-1	MARLIN BUSINESS BK SALT LAKE	18 months	01/13/17	01/13/17	245,000	244,978	245,000	1.250	Monthly	02/13/17	300	1.250	07/13/18
508176CH5	2017-2	LAKE CITY BANK	24 months	03/08/17	03/22/17	245,000	245,566	245,000	1.600	Monthly	04/22/17	300	1.600	03/22/19
45340KDY2	2017-3	INDEPENDENCE BANK OF KY	10 months	05/04/17	05/09/17	100,000	99,897	100,000	1.000	Monthly	06/09/17	242	1.000	03/09/18
02587DR26	2017-4	AMERICAN EXPRESS CENTURIAN	18 months	05/04/17	05/10/17	245,000	245,488	245,000	1.500	Semi-Annual	11/10/17	300	1.500	11/13/18
864088DC0	2017-5	STURGIS BANK & TRUST CO.	9 months	05/04/17	05/18/17	100,000	99,917	100,000	1.000	Monthly	06/18/17	206	1.000	02/20/18
		Accrued Interest - Month End				3,005	0	3,005						
Total CDs						1,918,005	1,913,207	1,918,005						

(*) CDs are rated or ranked using an IDC Financial Publishing, Inc. compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups:

Rank	Group
200-300	Superior
165-199	Excellent
125-164	Average
75-124	Below Average
2-74	Lowest Ratios
1	Highest Probability of Failure

Pooled Money Investment Accounts (PIMA) (Notes 1, 2, and 3)

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	4,155,898	4,155,898	4,155,898	0.093	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	4,002,398	4,002,398	4,002,398	0.100	N/A	N/A	N/A	N/A	N/A
Total PIMA						4,155,898	4,155,898	4,155,898						

(See **NOTES** on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
For the Month Ended May 31, 2017

ITEM 6.2

OTHER FUNDS - HELD IN TRUST

	Beginning Balances As of 4/30/17	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 5/31/17
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 66,883	\$ -	\$ (5)	\$ 641	\$ 67,520
Total Other Funds - Held in Trust	<u>\$ 66,883</u>	<u>\$ -</u>	<u>\$ (5)</u>	<u>\$ 641</u>	<u>\$ 67,520</u>

Notes:

Note 1 - LAIF / During this period there were transfers from the LAIF account to purchase \$445,000 of certificates of deposit and \$4,000,000 to establish opening balances in the OCIP.

Note 2 - LAIF / The stated earnings rate for LAIF balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are paid the month after the end of each quarter. Interest earnings for the quarter ended June 30, 2017 will post in July 2017.

LAIF average monthly investment yield rate this last month (month of account inception), May 2017, was 0.925%.

LAIF administrative costs were 0.092% for the quarter ended March 31, 2017, monthly administrative costs are not calculated.

Note 3 - OCIP / The stated earnings rate for OCIP balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are paid each month. May interest posted was \$2,398.

OCIP average monthly investment yield rate this last month (month of account inception), May 2017, was: 0.995%.

OCIP administrative costs were 0.045% for the month ended May 31, 2017.

Note 4 - Analyzed Checking Account / Monthly activity reported does not reflect May vendor invoicing processed after the date of this report.

Note 5 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. Interest received on certificates of deposits for the month of May 2017 was \$775.27

City Treasurer's Certification

I, Margaret A. Cady, City Treasurer, do hereby certify:

- That all investment actions executed since the last report have been made in full compliance with the City's Investment of Financial Assets Policy; and
- That the City is able to meet all cash flow needs which might reasonably be anticipated for the next 12 months.

Margaret A Cady
Margaret A. Cady, City Treasurer

6/9/17
Dated

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6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS

WARRANT REGISTER

ITEM 6.3

6/21/2017

Debit	Date	Vendor Name	Description	Amount
Automatic Bank Debits				
Debit	5/17/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 5/12/2017	\$33,533.19
Debit	5/17/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 5/12/2017	2,345.61
Debit	5/26/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 5/12/2017	158.58
Debit	5/31/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 5/26/2017	31,455.09
Debit	5/31/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 5/26/2017	2,265.00
Debit	6/9/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 5/26/2017	170.04
Debit	5/12/2017	US BANK	Bank Analysis Service Charge - April 2017	143.25
Debit	6/1/2017	CALPERS - HEALTH	Employee Benefit Program / June 2017	2,038.60
Check				
Warrants:				
1200	05/10/2017	ARC DOCUMENT SOLUTIONS, LLC.	Printing Services	332.65
1201	05/10/2017	AT&T	Telephone / 458-3487 / April 2017	37.57
1202	05/10/2017	AT&T	Telephone / 452-0600 / April 2017	1,040.50
1203	05/10/2017	AT&T	Telephone / 639-0500 / April 2017	205.65
1204	05/10/2017	AT&T	Telephone / 770-9359 / April 2017	20.28
1205	05/10/2017	B&H PHOTO-VIDEO	Council Chambers / Replace Microphone	293.02
1206	05/10/2017	CAA	Water Quality Consulting Services / April 2017	2,760.00
1207	05/10/2017	COPYFORCE	Printing Services	530.13
1208	05/10/2017	COUNTY OF ORANGE	Automated Fingerprint ID System / May 2017	455.67
1209	05/10/2017	COUNTY OF ORANGE	800 MHz Communication Charges / April - June 2017	190.00
1210	05/10/2017	DEPARTMENT OF JUSTICE	Live Scan Background Check / May 2017	32.00
1211	05/10/2017	MARC DONOHUE	Administrative Services / April 2017	700.00
1212	05/10/2017	HINDERLITER DELLAMAS	Sales and Use Tax Consulting Services / 2nd Quarter 2017	1,209.83
1213	05/10/2017	NIEVES LANDSCAPE, INC.	Dog Park Cleaning / Odor Control / April 2017	165.00
1213	05/10/2017	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / May 2017	406.25
1213	05/10/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / May 2017	11,800.00
1213	05/10/2017	NIEVES LANDSCAPE, INC.	Irrigation Maintenance	382.36
1214	05/10/2017	NV5, INC.	Traffic & Engineering Services / February 2017	9,692.50
1215	05/10/2017	OBR ARCHITECTURE, INC.	Design Services / City Hall Restroom Repair & Improvement Project	632.23
1216	05/10/2017	PV MAINTENANCE INC	Street, City Hall and Park Maintenance Services / April 2017	7,695.18
1217	05/10/2017	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / April 2017	1,623.34
1218	05/10/2017	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / April 2017	24.28
1219	05/10/2017	TEAM ONE MANAGEMENT	Janitorial Services and Goods Exchange Event Support / April 2017	1,083.28
1220	05/10/2017	TYLER TECHNOLOGIES, INC.	Financial Software License and Conversion Fees	5,899.63
1221	05/10/2017	WEST COAST ARBORISTS, INC	Tree Pruning Services / City Hall and Parks	3,120.00
1221	05/10/2017	WEST COAST ARBORISTS, INC	Tree Pruning Services / Right of Way	5,328.00
1222	05/17/2017	COUNTY OF ORANGE	County Surveyor Recording / Lot Line Adjustment	756.00
1223	05/17/2017	CALPERS - RETIREMENT	Prepay Unfunded Actuarial Liability / Retirement Plan 27266	149.00
1224	05/17/2017	CALPERS - RETIREMENT	Prepay Unfunded Actuarial Liability / Retirement Plan 3401	483,069.00
1225	05/17/2017	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / April 2017	1,740.00
1226	05/17/2017	AT&T	Telephone / White Pages / May 2017	4.48
1227	05/17/2017	CALIFORNIA YELLOW CAB	Taxi Voucher Services / April 2017	11,397.00
1228	05/17/2017	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / May 2017	8,043.00
1229	05/17/2017	COUNTY OF ORANGE	National Pollutant Discharge Elimination Cost-Share / FY 2016-17	22,430.41

CITY OF LAGUNA WOODS
WARRANT REGISTER
6/21/2017

ITEM 6.3

Debit	Date	Vendor Name	Description	Amount
1230	05/17/2017	KONE INC.	Elevator Maintenance / May 2017	257.62
1231	05/17/2017	NOTARY SUPER STORE	Notary Journals	71.70
1232	05/17/2017	NV5, INC.	Building Inspection & Counter Services / March 2017	40,172.50
1232	05/17/2017	NV5, INC.	Traffic & Engineering Services / March 2017	11,537.50
1233	05/17/2017	ORANGE COUNTY REGISTER-NOTICES	Public Notices / April 2017	4,424.00
1234	05/17/2017	PJ PRINTERS	Public Notice Printing and Mailing / Conditional Use Permit	1,506.42
1235	05/17/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / April 2017	24.96
1236	05/17/2017	SOUTHERN CALIFORNIA EDISON	Street Lamps - Right of Way / April 2017	15.82
1237	05/17/2017	SOUTHERN CALIFORNIA EDISON	Street Lamps - Right of Way / November 2016 - March 2017	5,060.99
1238	05/17/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / March - April 2017	910.23
1239	05/17/2017	STAPLES	Office & Janitorial Supplies	152.84
1240	05/17/2017	SUNSET PROPERTY SERVICES	Street Sweeping Services / March - April 2017	5,447.92
1241	05/17/2017	THE GAS COMPANY	City Hall Utilities / April 2017	31.20
1242	05/17/2017	WEST COAST ARBORISTS, INC	Tree Pruning Services / City Hall & Parks	5,328.00
1243	05/17/2017	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / April 2017	3,244.05
1244	06/01/2017	ALLIANT INSURANCE SERVICES	Annual Premium - Crime Insurance / FY 2017-18	750.00
1245	06/01/2017	ANAHEIM COMMUNITY PUBLISHING	Graphic Design & Printing	327.75
1246	06/01/2017	AT&T	Telephone / 581-3974 / May 2017	109.07
1247	06/01/2017	AT&T	Telephone / 583-1105 / April 2017	19.76
1248	06/01/2017	BPG DESIGNS, LLC	Permit Deposit Balance Refund	1,574.38
1249	06/01/2017	MARGARET CADY	Annual Membership Fee - CalCPA	410.00
1250	06/01/2017	CALIFORNIA JPIA	Annual Premium - Liability & Workers' Compensation / FY 2017-18	66,122.00
1251	06/01/2017	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / April 2017	12,987.00
1252	06/01/2017	CAPTIONING UNLIMITED	Closed Captioning / City Council Meetings	300.00
1253	06/01/2017	COPYFORCE	Printing Services	705.77
1254	06/01/2017	CSG CONSULTANTS INC	Plan Check Services / April 2017	1,083.75
1255	06/01/2017	CSMFO	CSMFO Chapter Meeting / June 2017	30.00
1256	06/01/2017	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / June 2017	340.61
1257	06/01/2017	EL TORO WATER DISTRICT	Landscape Irrigation / May 2017	3,842.05
1258	06/01/2017	DERRIL KRIPKE	Taxi Voucher Refund	44.00
1259	06/01/2017	MANAGED HEALTH NETWORK	Employee Benefits Program / June 2017	14.63
1260	06/01/2017	NV5, INC.	Traffic & Engineering Services / April 2017	11,150.00
1260	06/01/2017	NV5, INC.	Building Inspection & Counter Services / April 2017	35,657.50
1261	06/01/2017	PEAK LIGHTING & ELECTRIC, INC	Residential Streetlight Maintenance / May 2017	682.89
1262	06/01/2017	PRACTICAL DATA SOLUTIONS	IT Services / April 2017	2,826.01
1263	06/01/2017	PRINCIPAL FINANCIAL GROUP	Long Term Disability Insurance / June 2017	435.37
1264	06/01/2017	RED HAWK FIRE & SECURITY, LLC	City Hall Fire and Security Monitoring / April - June 2017	240.00
1265	06/01/2017	RUTAN & TUCKER, LLP	Legal Services / March - April 2017	9,032.70
1266	06/01/2017	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance / April 2017	2,488.00
1267	06/01/2017	SOUTHERN CALIFORNIA EDISON	City Hall Utilities / May 2017	1,264.71
1268	06/01/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / May 2017	92.87
1269	06/01/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / May 2017	24.73
1270	06/01/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / May 2017	23.62
1271	06/01/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / April 2017	240.50
1272	06/01/2017	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / May 2017	23.69

CITY OF LAGUNA WOODS

WARRANT REGISTER

ITEM 6.3

6/21/2017

Debit	Date	Vendor Name	Description	Amount
1273	06/01/2017	STAPLES	Office & Janitorial Supplies	276.30
1274	06/01/2017	TEAM ONE MANAGEMENT	Janitorial Services / March 2017	705.54
1275	06/01/2017	TYLER TECHNOLOGIES, INC.	Financial Software Conversion Fees	3,287.34
1276	06/01/2017	U.S. BANK	Credit Card Charges / April 2017	175.00
1277	06/01/2017	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / June 2017	120.18
1278	06/01/2017	WEST COAST ARBORISTS, INC	Tree Pruning Services / Right of Way	11,040.00
119081	06/12/2017	TRANSFER BETWEEN ACCOUNTS	TRANSFER BETWEEN ACCOUNTS	0.00
1279	06/13/2017	360 BUSINESS CONSULTING	Website Hosting & Maintenance / May - June 2017	800.00
1280	06/13/2017	AT&T	Telephone / 458-3487 / May 2017	37.53
1281	06/13/2017	AT&T	Telephone / 452-0600 / May 2017	1,038.62
1282	06/13/2017	AT&T	Telephone / 639-0500 / May 2017	205.53
1283	06/13/2017	AT&T	Telephone / 770-9359 / May 2017	20.26
1284	06/13/2017	AT&T	White Pages / June 2017	4.48
1285	06/13/2017	ROBERT M BARRY	Financial Consulting Services / May 2017	350.00
1286	06/13/2017	SCOTTY BURGHARDT	Waste Diversion Deposit Refund	900.00
1287	06/13/2017	CITY OF LAGUNA BEACH	Animal Control Services / June 2017	8,043.00
1288	06/13/2017	COUNTY OF ORANGE	Automated Fingerprint ID System / June 2017	455.67
1289	06/13/2017	DATA TICKET, INC	Citation Processing / April 2017	0.55
1290	06/13/2017	MARC DONOHUE	Administrative Services / May 2017	250.00
1291	06/13/2017	LILLEY PLANNING GROUP	Building Official Services / May 2017	2,106.00
1292	06/13/2017	ALI MANSOURI	Waste Diversion Deposit Refund	250.00
1293	06/13/2017	LAWRENCE J MARINO - TRUSTEE	Waste Diversion Deposit Refund	250.00
1294	06/13/2017	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / April 2017	5,172.50
1294	06/13/2017	MICHAEL BAKER INTERNATIONAL	Planning Services / April - May 2017	6,876.77
1295	06/13/2017	NIEVES LANDSCAPE, INC.	Dog Park Cleaning / Odor Control / May 2017	115.02
1295	06/13/2017	NIEVES LANDSCAPE, INC.	Irrigation Maintenance	165.00
1296	06/13/2017	NUVIS	Design Services / Moulton Parkway Water Efficient Median Improvement Project	344.00
1297	06/13/2017	PV MAINTENANCE INC	Street, City Hall & Park Maintenance Services / April 2017	7,512.00
1298	06/13/2017	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Improvement Program / FY 2016-17	19,175.00
1299	06/13/2017	RITA SCHNEIDER	Taxi Voucher Refund	50.00
1300	06/13/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / May 2017	26.52
1301	06/13/2017	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / May 2017	1,540.66
1302	06/13/2017	SOUTHERN CALIFORNIA EDISON	Street Lamps - Right of Way / May 2017	15.82
1303	06/13/2017	SOUTHERN CALIFORNIA EDISON	Street Lamps - Right of Way / May 2017	1,919.67
1304	06/13/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / April - May 2017	943.15
1305	06/13/2017	SUNSET PROPERTY SERVICES	Street Sweeping Services / May 2017	3,404.97
Total Bank Debits and Warrants:				<u>\$963,963.79</u>

Petty Cash Expenditure Detail

Orange County Clerk-Recorder	Conditional Use Permit / Notice of Exemption Filing	100.00
Staples	Office Supplies	14.00
Diane's Hallmark	Cards / Councilmember Hack	21.53
Total Petty Cash:		<u>135.53</u>

TOTAL \$964,099.32

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RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 17-11 AND ADOPTING A FISCAL YEAR 2016-17 BUDGET FOR THE MEASURE M1 FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGETS FOR THE BEVERAGE CONTAINER RECYCLING FUND, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUND, AND SENIOR MOBILITY FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGET AND AUTHORIZING TRANSFERS FROM THE GENERAL FUND TO THE FUEL TAX FUND, MEASURE M2 FUND, SENIOR MOBILITY FUND, MEASURE M1 FUND, AND PROPOSITION 84 GRANT FUND; INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGETS AND AUTHORIZING TRANSFERS FROM THE TRAFFIC MITIGATION FEES FUND AND CALRECYCLE GRANT FUND TO THE GENERAL FUND; AND, AUTHORIZING THE CLOSURE OF THE CALRECYCLE GRANT FUND, MEASURE M1 FUND, PROPOSITION 84 GRANT FUND, AND TRAFFIC MITIGATION FEES FUND

WHEREAS, the Fiscal Year 2016-17 Budget was adopted by the City Council on June 29, 2016; and

WHEREAS, City Council action is required to increase fund-level budget appropriations adopted as a part of the Fiscal Year 2016-17 Budget; and

WHEREAS, the City Council also approves department-level budget appropriations within the General Fund; and

WHEREAS, an increase in appropriations in the Measure M1 Fund is necessary in order to establish appropriations to expend final funds received in the current fiscal year after the budget was adopted; and

WHEREAS, an increase in appropriations in the Beverage Container Recycling Fund is necessary in order to establish appropriations to offset eligible expenditures of prior grant funding identified after the budget was adopted; and

WHEREAS, increases in appropriations in the General Fund, Community Development Block Grant Program Fund, and Senior Mobility Program Fund are

necessary in order to establish appropriations to offset increases in program activity occurring in the current fiscal year after the budget was adopted; and

WHEREAS, the City completed a multi-year reconciliation of the Fuel Tax, Measure M2, and Senior Mobility Funds and identified the need for transfers from the General Fund to resolve past issues related to fund balance and expenditures; and

WHEREAS, the City has identified two special revenue funds (Measure M1 and Proposition 84 Grant) for closure that are no longer in use, including a requirement to establish transfers in from the General Fund to resolve past issues related to fund balance and expenditures; and

WHEREAS, the City has identified two special revenue funds (CalRecycle Grant Funds and Traffic Mitigation Fees) for closure that are no longer in use, including a requirement to establish transfers out to the General Fund to resolve past issues related to fund balance and expenditures; and

WHEREAS, Resolution No. 17-11, which was approved by the City Council on May 17, 2017, related to similar issues, but requires correction.

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

SECTION 1. Resolution No. 17-11 is hereby rescinded in its entirety.

SECTION 2. The Fiscal Year 2016-17 budget appropriation authorized, on a fund level, for the General Fund is hereby increased by \$390,121 from \$5,915,795 to \$6,305,916.

SECTION 3. The Fiscal Year 2016-17 revenue budget authorized, on a fund level, for the General Fund is hereby increased by \$467,451 from \$5,561,000 to \$5,728,451.

SECTION 4. The Fiscal Year 2016-17 budget appropriation authorized, on a department level, within the General Fund's General Government Department is hereby increased by \$390,121 from \$911,673 to \$1,301,794. The amount of the increase shall be considered non-operating and used to make transfers from the General Fund to other funds related to reconciliation of the Fuel Tax, Measure M2, Community Development Block Grant Program, and Senior Mobility Program

funds, and the closure of the Measure M1, Proposition 84 Grant, CalRecycle Grant Funds, and Traffic Mitigation Fees funds.

SECTION 5. The Fiscal Year 2016-17 budget appropriation authorized, on a fund level, for the Measure M1 Fund is hereby increased by \$4,200 from \$0 to \$4,200.

SECTION 6. The Fiscal Year 2016-17 budget appropriation authorized, on a fund level, for the Senior Mobility Program Fund is hereby increased by \$90,000 from \$240,088 to \$330,088.

SECTION 7. The Fiscal Year 2016-17 budget appropriation authorized, on a fund level, for the Beverage Container Recycling Fund is hereby increased by \$1,500 from \$5,000 to \$6,500.

SECTION 8. The Fiscal Year 2016-17 revenue budget authorized, on a fund level, for the following funds is hereby increased as follows:

Fund	Amount of Increase	Current Revenue Budget	Amended Revenue Budget
Fuel Tax	\$ 99,360	\$ 350,000	\$ 449,360
Measure M2	\$ 454	\$ 1,311,700	\$ 1,312,154
Community Development Block Grant Program	\$ 573	\$ 162,934	\$ 163,507
Senior Mobility Program	\$ 90,000	\$ 225,000	\$ 315,000

SECTION 9. The Fiscal Year 2016-17 revenue budgets authorized, on a fund level, for the following funds are hereby increased, as follows, and closure of the following funds is hereby authorized:

Fund	Amount of Increase	Current Revenue Budget	Amended Revenue Budget
Measure M1	\$ 184,001	\$ 0	\$ 184,001
Proposition 84 Grant	\$ 15,733	\$ 0	\$ 15,733

SECTION 10. The Fiscal Year 2016-17 budget appropriations authorized, on a fund level, for the following funds are hereby increased, as follows, and closure of the following funds is hereby authorized:

Fund	Amount of Increase	Current Appropriations Budget	Amended Appropriations Budget
CalRecycle Grant	\$ 30,895	\$ 0	\$ 30,895
Traffic Mitigation Fees	\$ 436,556	\$ 0	\$ 436,556

SECTION 11. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2017.

SHARI L. HORNE, 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. 17-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 2017, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

6.5 LAW ENFORCEMENT SERVICES

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

THIS AGREEMENT is entered into this First day of May 2017, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM	3
B. OPTIONAL TERMINATION OR EXTENSION	3
C. REGULAR SERVICES BY COUNTY	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY	6
E. PATROL VIDEO SYSTEMS.....	9
F. LICENSING SERVICES BY CITY	10
G. PAYMENT	11
H. NOTICES	14
I. STATUS OF COUNTY	15
J. STATE AUDIT	15
K. ALTERATION OF TERMS	15
L. INDEMNIFICATION	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM	17
N. MOBILE DATA COMPUTERS	20
SIGNATURE PAGE	22
Attachment A:	Regular Services by County
Attachment B:	City Ordinances
Attachment C:	Payment
Attachment D:	County Billing Policy
Attachment E:	Forfeited and Seized Asset Policy
Attachment F:	TVAP Resolution
Attachment G:	TVAP Form
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A. TERM:

The term of this Agreement shall commence July 1, 2017 and terminate June 30, 2018 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2018 for COUNTY to provide to CITY, during all or part of the period between July 1, 2018 and June 30, 2019, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2018 and August 31, 2018 and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2017 through June 30, 2018. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

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

//

C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2017 through June 30, 2018, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A in this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or Sergeant to assist the CITY with the operations of the EOC. Such services may be considered supplemental to the contract and chargeable to the CITY

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

2 on a time and material basis to the extent the services provided are at a level
3 greater than that specified in Attachment A of this Agreement.

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

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

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

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

2 of any such amendments to this Agreement with the Clerk of COUNTY's
3 Board of Supervisors and CITY's Clerk. Amendments to this Agreement
4 executed by SHERIFF and CITY Manager may not, in the aggregate,
5 increase or decrease the cost of services payable by CITY by more than one
6 percent (1%) of the total cost originally set forth in Attachment C and the
7 Maximum Obligation originally set forth in Subsection G-2.

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

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

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

- 16 1. Enhanced services for events on CITY property. At the request of CITY,
17 through its City Manager, SHERIFF may provide enhanced law enforcement
18 services for functions, such as community events, conducted on property
19 that is owned, leased or operated by CITY. SHERIFF shall determine
20 personnel and equipment needed for such enhanced services. To the
21 extent the services provided at such events are at a level greater than that
22 specified in Attachment A of this Agreement, CITY shall reimburse COUNTY
23 for such additional services, at an amount computed by SHERIFF, based on
24 the current year's COUNTY law enforcement cost study. The cost of these
25 enhanced services shall be in addition to the Maximum Obligation of CITY
26 set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY
27 immediately after each such event.

28 //

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

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

28 //

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

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

//

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

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

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of PVS that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or

E. PATROL VIDEO SYSTEMS: (Continued)

replacement/upgrade of said PVS during the period July 1, 2017 through June 30, 2018.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

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

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G. PAYMENT:

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

2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by COUNTY for the period July 1, 2017 through June 30, 2018 shall be \$2,603,724 as set forth in Attachment C.

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period of July 1, 2017 through June 30, 2018, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2017 and June 30, 2018.

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

2 4a. At the time this Agreement is executed, there are unresolved issues
3 pertaining to potential changes in salaries and benefits for COUNTY
4 employees. The costs of such potential changes are not included in the
5 Fiscal Year 2017-18 cost set forth in Attachment C nor in the Fiscal Year
6 2017-18 Maximum Obligation of CITY set forth in Subsection G-2 of this
7 Agreement. If the changes result in the COUNTY incurring or becoming
8 obligated to pay for increased costs for or on account of personnel whose
9 costs are included in the calculations of costs charged to CITY hereunder,
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
11 Subsection G-2 of this Agreement, the full costs of said increases to the
12 extent such increases are attributable to work performed by such personnel
13 after July 1, 2017, and CITY's Maximum Obligation hereunder shall be
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for
15 such increases on a pro-rata basis over the portion of the period between
16 July 1, 2017 and June 30, 2018 remaining after COUNTY notifies CITY that
17 increases are payable. If the changes result in the COUNTY incurring or
18 becoming obligated to pay for decreased costs for or on account of personnel
19 whose costs are included in the calculations of costs charged to CITY
20 hereunder, COUNTY shall reduce the amount owed by the CITY to the extent
21 such decreases are attributable to work performed by such personnel during
22 the period July 1, 2017 through June 30, 2018, and CITY's Maximum
23 Obligation hereunder shall be deemed to have decreased accordingly.
24 COUNTY shall reduce required payment by CITY in full for such decreases
25 on a pro-rata basis over the portion of the period between July 1, 2017 and
26 June 30, 2018 remaining after COUNTY notifies CITY that the Maximum
27 Obligation has decreased.

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

2 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of
4 service to be provided to CITY, as set forth in Attachment A of this
5 Agreement to a level that will make the Maximum Obligation of CITY
6 hereunder for the period July 1, 2017 through June 30, 2018 an amount
7 specified by CITY that is equivalent to or higher or lower than the Maximum
8 Obligation set forth in Subsection G-2 for said period at the time this
9 Agreement originally was executed. The purpose of such adjustment of
10 service levels will be to give CITY the option of keeping its Maximum
11 Obligation hereunder at the pre-increase level or at any other higher or lower
12 level specified by CITY. In the event of such reduction in level of service
13 and adjustment of costs, the parties shall execute an amendment to this
14 Agreement so providing. Decisions about how to reduce the level of service
15 provided to CITY shall be made by SHERIFF with the approval of CITY.

16 6. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
17 approved County Billing Policy, which is attached hereto as Attachment D
18 and incorporated herein by this reference.

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

21 8. As payment for the Licensing Services described in Subsection C-7 of this
22 Agreement, COUNTY shall retain all fees paid by applicants for licenses
23 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
24 said fees by COUNTY shall constitute payment in full to COUNTY for costs
25 incurred by COUNTY in performing the functions related to licensing
26 described in Subsection C-7; provided, however, that if any of said fees are
27 waived or reduced by CITY, CITY shall pay to COUNTY the difference
28 between the amount of fees retained by COUNTY and the fees that were set

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

2 forth in the ordinances listed in Attachment B at the time this Agreement was
3 executed. If CITY increases the fee schedule for the licensing ordinances
4 set forth in Attachment B, either party shall have the right to seek
5 amendment of this Agreement with respect to the division of the increased
6 fees between CITY and COUNTY.

7 9. Fees generated or collected by SHERIFF contract personnel for copying of
8 documents related to the services provided in this Agreement will be at
9 COUNTY-established rates and will be credited to CITY on an annual basis.

10 10. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
11 which is incorporated herein by this reference.

12 **H. NOTICES:**

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

17 **CITY:** ATTN: CITY MANAGER

18 24264 EL TORO ROAD

19 LAGUNA WOODS, CA 92653

20 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER

21 SHERIFF-CORONER DEPARTMENT

22 320 NORTH FLOWER STREET, SUITE 108

23 SANTA ANA, CA 92703

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

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I. STATUS OF COUNTY:

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

J. STATE AUDIT:

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

K. ALTERATION OF TERMS:

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

L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers,

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

2 agents, employees, subcontractors or independent contractors, or for any
3 dangerous or defective condition of any public street or work or property of
4 CITY, or for any illegality or unconstitutionality of CITY's municipal
5 ordinances. CITY shall indemnify and hold harmless COUNTY and its
6 elected and appointed officials, officers, agents, employees, subcontractors
7 and independent contractors from any claim, demand or liability whatsoever
8 based or asserted upon the condition of any public street or work or
9 property of CITY, or upon the illegality or unconstitutionality of any
10 municipal ordinance of CITY that SHERIFF has enforced, or upon any act
11 or omission of CITY, or its elected and appointed officials, officers, agents,
12 employees, subcontractors or independent contractors related to this
13 Agreement, including, but not limited to, any act or omission related to the
14 maintenance or condition of any vehicle or motorcycle that is owned or
15 possessed by CITY and used by COUNTY personnel in the performance of
16 this Agreement, for property damage, bodily injury or death or any other
17 element of damage of any kind or nature, and CITY shall defend, at its
18 expense including attorney fees, and with counsel approved in writing by
19 COUNTY, COUNTY and its elected and appointed officials, officers, agents,
20 employees, subcontractors and independent contractors in any legal action
21 or claim of any kind based or asserted upon such condition of public street
22 or work or property, or illegality or unconstitutionality of a municipal
23 ordinance, or alleged acts or omissions. If judgment is entered against
24 CITY and COUNTY by a court of competent jurisdiction because of the
25 concurrent active negligence of either party, CITY and COUNTY agree that
26 liability will be apportioned as determined by the court. Neither party shall
27 request a jury apportionment.

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

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

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

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

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

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

- Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
- One (1) Staff Specialist
(80 hours per two-week pay period)
- One (1) Office Specialist
(80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

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N. MOBILE DATA COMPUTERS:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2017 through June 30, 2018.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are

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

2 in addition to, the costs set forth in Attachment C and the Maximum
3 Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

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Page 22 of 22

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA WOODS**

**"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
INVESTIGATION SERVICES:			
Investigator		0.50	40 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Sergeant	Patrol/Traffic	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol/Traffic	0.34	27.20 hrs./per two wk. pay period
Deputy Sheriff II	Patrol/Traffic	6.00	each, 80 hrs./ per two wk. pay period
TOTAL		7.84	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	2.17%
Deputy Sheriff II	Traffic	4.00	2.17%
Investigative Assistant	Traffic	2.00	2.17%
Office Specialist	Traffic	1.00	2.17%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	1.15%
Investigator	Auto Theft	2.00	1.15%
Investigative Assistant	Auto Theft	1.00	1.15%
Office Specialist	Auto Theft	1.00	1.15%
SUBPOENA:			
Office Specialist	Subpoena	1.00	2.12%
COURTS:			
Investigative Assistant	Courts	2.00	2.02%
TOTAL		14.90	

**CITY OF LAGUNA WOODS
LICENSING ORDINANCES**

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

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA WOODS**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
INVESTIGATION SERVICES:				
Investigator		0.50	\$ 316,520	\$ 158,260
PATROL AND TRAFFIC SERVICES:				
Sergeant	Patrol/Traffic	1.00	\$ 311,472	\$ 311,472
Sergeant	Patrol/Traffic	0.34	\$ 311,472	\$ 105,900
Deputy Sheriff II	Traffic	6.00	\$ 259,545	\$ 1,557,271
TOTAL POSITIONS		7.84		\$ 2,132,903

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	2.17%	\$ 4,596
Deputy Sheriff II	Traffic	4.00	2.17%	\$ 22,273
Investigative Assistant	Traffic	2.00	2.17%	\$ 5,429
Office Specialist	Traffic	1.00	2.17%	\$ 2,158
AUTO THEFT:				
Sergeant	Auto Theft	0.30	1.15%	\$ 1,221
Investigator	Auto Theft	2.00	1.15%	\$ 6,737
Investigative Assistant	Auto Theft	1.00	1.15%	\$ 1,452
Office Specialist	Auto Theft	1.00	1.15%	\$ 1,173
SUBPOENA:				
Office Specialist	Subpoena	1.00	2.12%	\$ 1,986
COURTS:				
Investigative Assistant	Courts	2.00	2.02%	\$ 4,770
TOTAL REGIONAL/SHARED		14.90		\$ 51,795

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for five and thirty-four hundredths (5.34) units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for four and thirty-four hundredths (4.34) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2017-18.

TOTAL OTHER CHARGES AND CREDITS	\$ 419,026
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TOTAL COST OF SERVICES (Subsection G-2)	\$ 2,603,724
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ATTACHMENT D

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

I. POLICY

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

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

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

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

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

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

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

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

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

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

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

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

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

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

RESOLUTION N0.01-11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
2 651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restrictions
22651 (n)	No parking zone
22651 (o) (1)	Delinquent vehicle registration
22651 (p)	Drive unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

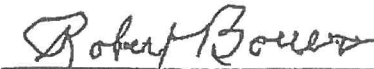
BE IT FURTHER RESOLVED that upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so,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

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

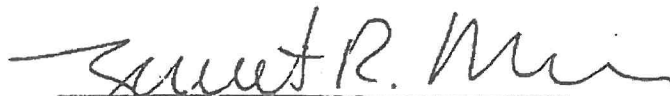
BE IT FURTHER RESOLVED that expenditure of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the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

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

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


 ROBERT BOUER, Mayor

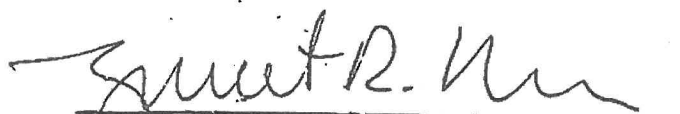
ATTEST:


 MARGARET R. MONAHAN, City Clerk

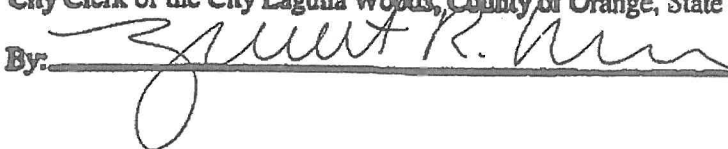
STATE OF CALIFORNIA)
 COUNTY OF ORANGE) ss.
 CITY OF LAGUNA WOODS)

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

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


 MARGARET R. MONAHAN, City Clerk

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

By: 

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

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

6.6
AS NEEDED WASTE MANAGEMENT
CONSULTING SERVICES

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**EXTENSION OF THE
CONSULTANT SERVICES AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND
MICHAEL BALLIET
FOR AS NEEDED WASTE MANAGEMENT CONSULTING SERVICES**

This EXTENSION of the CONSULTANT SERVICES AGREEMENT for AS NEEDED WASTE MANAGEMENT SERVICES ("AGREEMENT") that was approved by the City Council on June 24, 2015 by and among the City of Laguna Woods, a general law city of the State of California ("CITY") and Michael Balliet, an individual ("CONSULTANT"), is made and entered into this 1st day of July 2017 by and among CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between July 1, 2015 and 11:59 p.m. on June 30, 2016, and a previously approved extension has extended the term through 11:59 p.m. on June 30, 2017; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended by mutual written agreement.

NOW THEREFORE, the parties agree as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2017 and ending at 11:59 p.m. on June 30, 2018 with no changes to the terms and conditions of the AGREEMENT.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Michael Balliet

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.7

LANDSCAPE MAINTENANCE SERVICES

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**EXTENSION OF THE
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
NIEVES LANDSCAPE, INC.**

This EXTENSION of the AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("AGREEMENT") that was approved by the City Council on December 15, 2010 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Nieves Landscape, Inc. ("CONTRACTOR"), is made and entered into this 1st day of July 2017 by and among CITY and CONTRACTOR.

WHEREAS, the initial term of the AGREEMENT was for the period between December 20, 2010 and 11:59 p.m. on December 19, 2012 and previously executed extensions extended the term through 11:59 p.m. on June 30, 2017; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. on December 19, 2018.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONTRACTOR hereby agree to an extension of the AGREEMENT for a period beginning on July 1, 2017 and ending at 11:59 p.m. on December 31, 2017 with no changes to the terms and conditions of the AGREEMENT.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONTRACTOR:

By _____
Greg Nieves, President

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.8

**TRAFFIC SIGNAL, STREET LIGHT, AND CITY
HALL LIGHTING MAINTENANCE SERVICES**

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
COMPUTER SERVICE COMPANY
FOR TRAFFIC SIGNAL, STREET LIGHT, AND CITY HALL LIGHTING
MAINTENANCE SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of July 2017 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Computer Service Company ("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 July 1, 2017 and ending at 11:59 p.m. on June 30, 2019. 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, 2021.

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.

ITEM 6.8

This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

ITEM 6.8

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.

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 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

ITEM 6.8

prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT 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.

ITEM 6.8

(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.

(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: Computer Service Company
 ATTN: President
 12907 E. Garvey Ave.
 Baldwin Park, CA 91706

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 NEXT PAGE]

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Jerry Davis, Vice President

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete traffic signal, street light, and City Hall lighting maintenance services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, to keep all such lighting fixtures, improvements, wiring, switching, and other mechanisms in clean, functional, and properly working order, in accordance with standards and specifications as contained in this AGREEMENT.

References to "City Hall" in this EXHIBIT "A" shall mean Laguna Woods City Hall, which is located at 24264 El Toro Road, Laguna Woods, CA 92637.

Traffic Signal Maintenance

The traffic signals for which service is required include traffic signals, traffic signal controllers, interconnects, battery back-ups, cabinets, splice pedestals, flashing beacons, illuminated street signs, safety lights, emergency vehicle pre-emption equipment, and all appurtenant equipment, owned and/or operated by CITY.

Street Light and City Hall Lighting Maintenance

The street lights and City Hall lighting for which service may be required include:

- 224 CITY-owned LS-2 residential street lights, all of which are located within the private gated community of Laguna Woods Village north of Laguna Hills Drive, south of Ridge Route Drive, east of Moulton Parkway, and west of Paseo de Valencia;
- Five (5) CITY-owned pole lights that are located in the parking lot of City Hall;
- Three (3) CITY-owned light-emitting diode (LED) walkway pole lights that are located near the entrance to City Hall; and
- Such other street lights and City Hall lighting as CITY may determine.

Prevailing Wage

ALL SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE. In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed for this work by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,1773.1"

California Department of Industrial Relations

CONSULTANT shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at all times during the term of this AGREEMENT. All services performed by CONSULTANT under this AGREEMENT are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Firm Licensure

A. CONSULTANT shall hold and maintain a valid State of California C-10 (Electrical Contractor) contractor's license at all times during the term of this AGREEMENT.

Types of Service

CONSULTANT shall provide the following services:

WORK TASK DESCRIPTIONS

The latest edition of the Standard Specifications for Public Works Construction and/or the Caltrans Standard Specifications, and related Standard Plans and Special Provisions, as solely selected by CITY, as modified by CITY and selected by CITY to be most appropriate for the work, shall govern the work. All work shall be to the satisfaction of CITY.

"Work Task Descriptions" herein include a general level of information regarding minimum performance standards for each work task to be completed. CONSULTANT shall complete work tasks at or above the required service levels within the time and schedule required.

For the purpose of pricing, most work tasks are considered separately based on whether they are to be completed as "Routine Work" or "Emergency Work." Unless a different time is specified in this AGREEMENT, Routine Work shall be completed within 10 business days of request by CITY, unless an alternate timeframe is specified in this Scope of Work. Emergency Work shall be initiated within two (2) hours of request by CITY and completed as expeditiously as possible thereafter. CITY may, at its sole discretion, extend any maximum timeframe upon request of CONSULTANT.

Newly installed components typically carry a warranty provided by the manufacturer and/or installing company. During any warranty period, CONSULTANT shall coordinate warranty repairs with the appropriate manufacturer and/or installing company. CONSULTANT shall notify CITY of any undue delays in response by those other responsible parties in responding to warranty requests and provide a detailed summary of the incident.

ROUTINE MAINTENANCE WORK TASKS

1. Annual Routine Maintenance – Emergency Vehicle Pre-emption Equipment (Units: Annual Lump Sum payable after work task completion)

Define Units: This is a lump sum annual fee payable after work task completion.

Every July, CONSULTANT shall:

(a) Test and clean emergency vehicle pre-emption equipment according to manufacturer's specifications and provide CITY with a report on outcomes and findings. Upon CITY's receipt and approval of replacement or repair work for emergency vehicle pre-emption equipment, work shall be performed within five (5) business days and billed under applicable work task(s).

2. Biennial Routine Maintenance – Conflict Monitors (Units: Biennial Lump Sum after work task completion)

Define Units: This is a lump sum biennial fee payable after each work task completion.

Every July and January, CONSULTANT shall:

(a) Test traffic signal conflict monitors using MT-180 or equivalent conflict monitor tester and immediately provide CITY with a report on outcomes and findings. Tests shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. Upon CITY's receipt and approval of replacement or repair work for conflict monitors, work shall be performed within five (5) business days and billed under applicable work task(s).

3. Monthly Routine Maintenance - Traffic Signals (Units: Annual Lump Sum payable in equal monthly increments)

Define Units: This is a lump sum annual fee payable in equal monthly installments.

Every month, CONSULTANT shall (for all traffic signals, including specified equipment):

(a) Clean cabinet interior and exterior. Remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Verify a water tight seal exists around cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. Lubricate locks and hinges.

(b) Maintain an accurate chronograph and set all controller, conflict monitor, and battery back-up clocks to National Bureau of Standards real time and date.

(c) Check signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and flashing "don't walk" intervals by chronograph or stop watch.

(d) Check voltage at main power supply. Verify tightness of connectors at power panel, ground buss, loop, and field terminal panels.

ITEM 6.8

- (e) Check detection equipment for proper function, including cabinet detector amp units, individual field loops, pedestrian buttons, and video detection components.
- (f) Visually inspect relays, power supplies, fuses, clocks, dials, switches, etc. Clean and make routine adjustments or minor repairs as necessary.
- (g) Field inspect signal poles, traffic signals, pedestrian heads and Light Emitting Diode (LED) quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, video detectors etc., and remove dirt and foreign material.
- (h) Test battery back-ups by bypassing existing electrical service and power signal directly from battery back-up at each intersection. Verify battery condition and voltage continuity. Maintain a monthly log of battery back-up test results. Provide CITY with a list of inoperative or malfunctioning battery back-ups. Upon CITY receipt and approval of listed replacement or repair work, work shall be performed within five (5) business days and billed under applicable work task(s).
- (i) Inspect traffic signals, flashing beacons, safety lights, and illuminated street signs at night. Provide CITY with a list of burned-out or malfunctioning traffic equipment immediately following such inspection. Upon CITY's receipt and approval of listed replacement or repair work, work shall be performed within five (5) business days and billed under applicable work task(s).
- (j) Immediately notify CITY of any condition that constitutes a public hazard or may affect proper traffic signal timing or coordination.

AS-NEEDED MAINTENANCE WORK TASKS

This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed maintenance services.

4. As-Needed Maintenance - Traffic Signals (Units: Varies)

Define Units: Certain services shall be compensated by each item (see Section 1 of Exhibit "B"). All services not individually listed on Section 1 of Exhibit "B" shall be compensated on a time and materials basis using the rate schedule in Section 2 of Exhibit "B".

As-Needed Maintenance - Traffic Signals includes work to repair/replace defective or obsolete equipment and perform modification work not directly covered by routine maintenance work tasks. CONSULTANT shall perform this work at the direct request of CITY unless emergency or public safety conditions require a direct response. Should emergency or public safety conditions exist, CONSULTANT shall undertake work immediately and without delay.

As-Needed Maintenance - Traffic Signals work includes, but is not limited to:

ITEM 6.8

- (a) Replacement or repair of emergency vehicle pre-emption equipment. Replacement shall be 2-3M 752 Opticom or CITY-approved equal.
- (b) Replacement or repair of traffic signal conflict monitors. Replacement shall be Econolite MMU-16E or CITY-approved equal.
- (c) Replacement or repair of battery back-ups. Replacement batteries shall be with 41 AMP CLARY "Outpost" batteries compatible with the UPS assembly of CLARY SP1250LX, or CITY-approved equal.
- (d) Replacement or repair of burned-out or malfunctioning traffic signals, flashing beacons, safety lights, "No Right Turn on Red" electronic signs, and illuminated street signs.
- (e) Replacement of damaged loop detectors, including saw cut and lead-in conduit. All loop detector installation work shall conform to Caltrans Standard Plans and Specifications. Loop wire shall be Type 2. Detector lead-in cable shall be Type B. Front loops shall be located 1 foot behind crosswalk line or limit line, and shall be Type E or CITY-approved equal.
- (f) Repainting of traffic signal heads, back plates, visors, frameworks, pedestrian push button housing, electric meter service cabinets, and controller cabinets. Paint shall be vinyl with an anti-graffiti coating in a CITY-approved color.
- (g) Maintenance resultant of failure or malfunction of traffic signals caused by vehicle collision, civil disturbance, windstorm, natural disaster, street construction, or excavation.

5. As-Needed Maintenance – Street Lights & City Hall Lighting (Units: Varies)

Define Units: These services are provided on a time and materials basis, using the rate schedule in Section 2 of Exhibit "B". These will be performed on an as requested basis.

As-Needed Maintenance – Street Lights & City Hall Lighting includes, but is not necessarily limited to, any or all of the following activities: changing light fixtures, bulbs, photocells, poles, or ballasts; cleaning fixtures, bulbs, or components thereof to remove dirt and dust; and, removing/responding to damaged or downed fixtures, bulbs, photocells, poles, or ballasts, including abating potential electrical hazards caused by exposed or damaged wiring.

6. Underground Service Alert Response (Units: Biennial Lump Sum)

Define Units: This is a lump sum biennial fee payable in July and December of each year.

CONSULTANT shall subscribe to Underground Service Alert (USA) on-line interconnect notifications for CITY and directly receive and respond to requests for identification of CITY underground facilities covered by this AGREEMENT. CONSULTANT shall respond to all

such requests within one (1) business day of receipt and provide written notification to the CITY.

Standards for Personnel

- B. CONSULTANT shall designate a project manager, in writing to CITY, who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall have at least two (2) years of experience involving relevant maintenance and be fluent in the English language. Experience managing municipal contracts is highly desirable.
- C. CONSULTANT shall work with CITY to establish procedures for providing notification of required services including, at a minimum, the designation of a primary and alternate point of contact, one of whom shall be available to CITY, via telephone, at all times.
- D. At all times during maintenance services, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from providing services.
- E. CONSULTANT's personnel shall possess all of the following:
 - a. Proper licensure and training for operation of equipment utilized.
 - b. Ability to operate equipment in accordance with the manufacturer's recommendations.
 - c. Ability to make required operator/mechanical adjustments to the equipment being used.
 - d. Knowledge of safety regulations as they relate to the services performed.
 - e. Knowledge of the safety and uniform standards required by this AGREEMENT.
- F. CONSULTANT shall have available adequately skilled personnel and proper lab testing facilities to perform inspections of traffic controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to California Department of Transportation (DOT) National Electrical Manufacturers Association (NEMA) controller standards.

Standards of Practice

- G. CONSULTANT shall possess a documented California Division of Occupational Health and Safety (CalOSHA) compliant safety certification for each aerial lift that its personnel use.
- H. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, CalOSHA regulations, California Department of Transportation (DOT) requirements, and the California Manual of Uniform Traffic Control Devices (CAMUTCD).

ITEM 6.8

- I. CONSULTANT shall setup, operate, and stage in a manner that presents the least amount of disruption to residents, businesses, the public, and traffic flow. Equipment shall never be stored or left unattended on a public street, CITY facility, or private property.
- J. CONSULTANT shall notify CITY and the Orange County Sheriff's Department of any signal turn-offs or turn-ons necessitated by its operations and shall not make said turn-offs or turn-ons until CITY has given permission to proceed.
- K. CITY shall purchase and maintain a limited inventory of residential street light poles, which CONSULTANT shall store at its facility(ies). CONSULTANT shall be required to purchase and store all other materials or supplies necessary to provide maintenance services.
- L. CONSULTANT shall hold and maintain a valid Laguna Woods Village gate pass allowing entry to all areas in which maintenance services may be performed on a 24-hour basis, at all times during the term of this AGREEMENT.
- M. CONSULTANT shall identify the location of all utilities, irrigation components, trees, and/or any public or private property element(s) that could be compromised by any work activity. This pre-inspection shall occur prior to any commencement of work. If identified, CONSULTANT shall take appropriate action to protect the same. If, during the course of the pre-inspection, CONSULTANT identifies damage that existed before the onset of work, CONSULTANT shall document the damage with photographs and report such damage to CITY prior to any commencement of work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo documentation and/or a written report to CITY shall be considered the responsibility of CONSULTANT.
- N. While performing work of any type, CONSULTANT shall continually inspect for any hazard related to lighting including, but not limited to, damaged or exposed wiring, damaged or downed light poles, or damaged or inoperative light fixtures, bulbs, photocells, poles, or ballasts. Hazardous conditions shall be corrected by CONSULTANT or immediately reported to CITY. At no time shall CONSULTANT work in a hazardous condition.
- O. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

Clean-up and Waste Disposal

- P. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any debris resulting from maintenance services.
- Q. If CONSULTANT chooses to utilize a third-party to haul debris resulting from maintenance services, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).

Injury or Death Incident Reporting

- R. CONSULTANT shall report to CITY any incident that occurs during work, and results in any injury or death, within one (1) hour of occurrence. CONSULTANT shall prepare and submit a written report to CITY within twenty-four (24) hours of any such incident.

Property Damage Reporting and Repair

- S. Should any structure or property be damaged during CONSULTANT's work, CONSULTANT shall notify the property owners and CITY within one (1) hour of occurrence. CONSULTANT shall make all arrangements for repairs to damaged property within forty-eight (48) hours of occurrence, except utility lines, which shall be repaired within twenty-four (24) hours of occurrence. CONSULTANT shall be solely responsible for contacting all utilities, property owners, and contractors required to complete such repairs. Repairs shall be made in accordance with the appropriate building codes under permits issued by CITY (CITY will not waive fees) and other laws and regulations, as applicable. Repairs shall be made using components matching those that were damaged.

Regular Reporting

- T. *Intersection Records.* CONSULTANT shall maintain a permanent operational record of every piece of traffic signal equipment which CONSULTANT is required to maintain. CONSULTANT shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs. All entries shall be made on a standardized form, legible, and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location and be provided to CITY, in-full, upon request.
- U. *Office Records.* CONSULTANT shall maintain a complete set of records for all pieces of equipment which CONSULTANT is required to maintain, noting all inspections and repairs completed. A separate daily log or diary for every person and every vehicle employed on this AGREEMENT shall also be maintained. Said daily log or diary shall fully describe the work performed by each individual on each piece of equipment and show all chargeable time to this AGREEMENT, including the date and time of day the work was performed at each location, a description of work performed, and the name of the individual(s) that performed the work. These records shall be provided to CITY, in-full, upon request.
- V. *Activities Report.* CONSULTANT shall maintain and submit with each monthly invoice a complete record of all work performed during each respective month. This Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until it has been submitted. The Activities Report shall include the date and time of day the work was performed, the location and equipment that work was performed, a description of the work performed, and information on corresponding charges. CITY reserves the right to require that additional information be provided in activities reports at any time.

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated using the following rates:

Section 1

Work Task	Description	Unit	Pricing (Routine Work)	Pricing (Emergency Work)
1	Annual Routine Maintenance – Emergency Vehicle Pre-Emption Equipment	Annual Lump Sum	\$280.00	
2	Biennial Routine Maintenance – Conflict Monitors	Biennial Lump Sum	\$1,120.00	
3	Monthly Routine Maintenance - Traffic Signals	Annual Lump Sum	\$10,416.00	
4	As-Needed Maintenance - Traffic Signals			
4A	Repair/replace 12” Red LED Lens (Ball)	Each	\$89.00	\$144.00
4B	Repair/replace 12” Red LED Lens (Arrow)	Each	\$84.00	\$139.00
4C	Repair/replace 12” Yellow LED Lens (Ball)	Each	\$89.00	\$144.00
4D	Repair/replace 12” Yellow LED Lens (Arrow)	Each	\$84.00	\$139.00
4E	Replace 12” Green LED Lens (Ball)	Each	\$89.00	\$144.00
4F	Replace 12” Green LED Lens (Arrow)	Each	\$99.00	\$154.00
4G	Replace Flashing Beacon Lens (Ball)	Each	\$75.00	\$130.00
4H	Replace Safety Light LED Lamp	Each	\$125.00	\$135.00
4I	Replace Safety Light Photo Lens	Each	\$75.00	\$110.00
4J	Replace Type A Detector Loop	Each	\$500.00	\$500.00
4K	Replace Type E Detector Loop	Each	\$450.00	\$450.00
4L	Replace Traffic Signal Conflict Monitor	Each	\$2,375.00	\$2,450.00
4M	Replace Emergency Vehicle Pre-emption Equipment	Each	\$2,900.00	\$2,900.00
4N	Replace Pedestrian Push Button	Each	\$95.00	\$115.00
4O	Replace Battery Back-Up Battery	Each	\$295.00	\$310.00

ITEM 6.8

Work Task	Description	Unit	Pricing (Routine Work)	Pricing (Emergency Work)
4P	Replace “No Right Turn on Red” Electronic Sign	Each	\$3,800.00	\$3,950.00
4Q	Replace Illuminated Street Sign Lamp	Each	\$85.00	\$110.00
4R	Repaint Electric Meter Service Cabinet	Each	\$200.00	\$200.00
4S	Repaint Controller Cabinet	Each	\$500.00	\$500.00
4T	All other As-Needed Maintenance - Traffic Signals	Time & Materials Basis (See Section 2 below)		
5	As-Needed Maintenance – Street Lights & City Hall Lighting	Time & Materials Basis (See Section 2 below)		
6	Underground Service Alert Response	Biennial Lump Sum	\$1,250.00	

Section 2

Description	Quantity	Unit	Pricing
Traffic Signal Technician	1	Hour	\$79.50
Traffic Signal Technician – Overtime	1	Hour	\$110.00
Traffic Signal Technician – Double-time	1	Hour	\$140.00
Bench Technician	1	Hour	\$90.00
Service Truck	1	Hour	\$22.00
Bucket Truck	1	Hour	\$32.00
Air Compressor	1	Hour	\$10.00
Arrow Board	1	Hour	\$10.00
Crane with Operator*	1	Hour	\$125.00
Materials and Supplies	10% mark-up over cost (as evidenced by receipts)		

* Four (4) hour minimum; pricing does not increase for overtime or double-time

The rates set forth in Section 1 and Section 2 are “all inclusive”. CITY shall not provide separate or supplemental compensation to CONSULTANT.

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 6.8

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 6.8

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.

LOCAL SIGNAL SYNCHRONIZATION PLAN

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LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST

The Local Agency Name: **City of Laguna Woods** Plan Date: **May 11, 2017**

Local agencies must submit a copy of the Local Signal Synchronization Plan, a completed consistency review checklist, and any supporting documentation. Complete the table below.

Complete the table below:

Local Agency Statement	Page(s) in LSSP	Provided or N/A
1) Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan. Include information on how the traffic signal synchronization street routes and traffic signals may be coordinated with traffic signals on the street routes in adjoining jurisdictions.	2	Provided
2) Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	3 - 5	Provided
3) Traffic signal inventory for all traffic signal synchronization street routes.	6	Provided
4) Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.	7 - 9	Provided
5) Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	10 - 12	Provided

I certify that the above statements are true to the best of my knowledge.

Signature

Date

M. Akram Hindiye,
City Engineer, City Traffic Engineer
City of Laguna Woods

**LOCAL SIGNAL SYNCHRONIZATION PLAN
CITY OF LAGUNA WOODS**