

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, September 18, 2019
2:00 p.m.

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

Cynthia Connors
Mayor

Noel Hatch
Mayor Pro Tem

Shari L. Horne
Councilmember



Carol Moore
Councilmember

Joe Rainey
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

This meeting may be recorded, televised, and made publicly 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 meets regularly on the third Wednesday of each month at 2 p.m.

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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, 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. 17-30, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.



YOLIE TRIPPY, CMC, City Clerk

9-13-19

Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 World Alzheimer’s Awareness Month – September 2019

Recommendation: Approve and present the proclamation.

4.2 Fire Prevention Week – October 5-12, 2019

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 July 17, 2019 and the regular meeting on August 21, 2019.

6.2 City Treasurer’s Report

Recommendation: Receive and file the City Treasurer’s Report for the month of August 2019.

6.3 Warrant Register

Recommendation: Approve the warrant register dated September 18, 2019 in the amount of \$752,481.39.

6.4 Interim Administrative Services Director/City Treasurer Services

Recommendation:

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Ratify the City Manager's execution of the agreement (and, subsequent extension thereto) with LSL CPAs and Advisors for Interim Administrative Services Director/City Treasurer Services, in an amount that may exceed \$50,000 over the term of the agreement, through December 20, 2019.

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

8.1 Assembly Bill 2766 Mobile Vehicle Subvention Program

Recommendation: Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 3.16 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ASSEMBLY BILL 2766 MOBILE VEHICLE SUBVENTION PROGRAM, IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 44243(B)

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting: Wednesday, October 16, 2019 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

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4.1
PROCLAMATION –
WORLD ALZHEIMER’S AWARENESS MONTH –
SEPTEMBER 2019

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Proclamation
City of Laguna Woods
World Alzheimer’s Awareness Month
September 2019

WHEREAS, every three seconds someone in the world develops dementia, one of the most common forms of which is Alzheimer’s disease; and

WHEREAS, Alzheimer’s disease is a progressive neurodegenerative brain disorder that tragically robs individuals of their moments and leads to mental and physical impairments; and

WHEREAS, more than 84,000 Orange County residents, over 5 million Americans, and approximately 50 million people worldwide, are currently living with Alzheimer’s disease or are at immediate risk; and

WHEREAS, Alzheimer’s disease is the third leading cause of death in Orange County and the sixth leading cause of death in the nation; and

WHEREAS, the well-being of the residents of Laguna Woods is enhanced as a direct result of increased awareness and research of Alzheimer’s disease.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim September 2019 as “World Alzheimer’s Awareness Month” in the City of Laguna Woods and encourages its residents and businesses to raise awareness of Alzheimer’s disease and support those living with the disease and their caretakers.

Dated this 18th day of September, 2019

Cynthia Conners
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.2
**PROCLAMATION –
FIRE PREVENTION WEEK
– OCTOBER 5-12, 2019**

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**Proclamation
City of Laguna Woods
Fire Prevention Week
October 5-12, 2019**

WHEREAS, fire is a serious public safety concern both locally and nationally, and people are most at risk for fire-related injuries and death in the home; and

WHEREAS, fire departments in the United States respond to an estimated 355,400 home fires per year resulting in an average of 2,560 civilian fire deaths; and

WHEREAS, the 2019 Fire Prevention Week theme, “Not every hero wears a cape. Plan and practice your escape,” seeks to motivate the public to develop and practice a home fire escape plan in their households; and

WHEREAS, a home fire escape plan includes having working smoke alarms on every level of the home, in every bedroom, and outside sleeping areas; and

WHEREAS, home fire escape plans should be practiced twice a year; and

WHEREAS, advanced planning can make a potentially life-saving difference.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim October 5-12, 2019 as “Fire Prevention Week” in the City of Laguna Woods and urges its residents to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of the Orange County Fire Authority’s fire and emergency services during Fire Prevention Week 2019.

Dated this 18th day of September, 2019

Cynthia Conners
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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6.0
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: September 18, 2019 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the September 18, 2019 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 September 18, 2019 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on July 17, 2019 (Attachment A) and the regular meeting on August 21, 2019 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of August 2019.
- 6.3 Approval of the warrant register dated September 18, 2019 in the amount of \$752,481.39. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding. Due to time sensitivities, the City Manager entered into a sole source agreement with LSL CPAs and Advisors for Interim Administrative Services Director/City Treasurer Services following the departure of the former Administrative Services Director/City Treasurer. At the time, the agreement was expected to be short-term (April 1 through June 30, 2019) with a total cost of less than \$50,000. With recruitment for the Administrative Services Director/City Treasurer position still underway, the agreement was subsequently extended through December 20, 2019, which will likely cause the total cost to exceed \$50,000. Due to the continuing, critical, and time-sensitive need for the services provided by LSL CPAs and Advisors, as well as LSL CPAs and Advisors' qualifications and performance to-date, staff recommends waiving competitive bidding requirements for the agreement and extension.

AND

- [2] Ratification of the City Manager's execution of the agreement (and, subsequent extension thereto) with LSL CPAs and Advisors for Interim Administrative Services Director/City Treasurer Services, in an amount that may exceed \$50,000 over the term of the agreement, through December 20, 2019.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
July 17, 2019
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Connors 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: Hatch, Horne, Moore, Rainey, Connors
 ABSENT: -

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, Development
 Programs Analyst Pennington, Deputy City Clerk Trippy

III. PLEDGE OF ALLEGIANCE

Councilmember Rainey led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Wildfire Awareness and Prevention Season – Mid-Summer-Early Autumn 2019

Battalion Chief Casario, Orange County Fire Authority, made comments and responded to City Council questions.

Councilmembers made comments.

Moved by Councilmember Horne, seconded by Councilmember Rainey, and carried unanimously on a 5-0 vote, to approve and present the proclamation for Wildfire Awareness and Prevention Season – Mid-Summer-Early Autumn 2019.

Mayor Connors called for a brief recess.

The meeting was called back to order at 2:16 p.m.

4.2 Sticker Transponder Transition – Transportation Corridor Agencies

Samuel Johnson, Chief Tolling Operations Officer, Transportation Corridor Agencies, shared a video and made a presentation on the sticker transponder transition.

Councilmembers discussed the presentation and Mr. Johnson answered related questions.

V. PUBLIC COMMENT

Rachel Curry, Field Representative for Assemblymember Cottie Petrie-Norris, provided updates on upcoming events. She noted that the Assemblymember’s Office holds community office hours on the first Tuesday of each month at Laguna Woods City Hall.

Councilmembers briefly responded to Ms. Curry’s updates.

Lieutenant Inouye, Orange County Sheriff’s Department, provided updates on upcoming events and noted that Laguna Woods Police Services is now using social media.

Councilmembers briefly responded to Lieutenant Inouye’s comments.

VI. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.5.

6.1 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of June 2019.

6.2 Warrant Register

Approved the warrant register dated July 17, 2019 in the amount of \$514,829.81.

6.3 Dog Park Relocation Project: Phase 1

1. Approved final plans and specifications reflecting completion of the “Dog Park Relocation Project: Phase 1”, as-built

AND

2. Accepted project completion of the contract agreement with United States Fire Insurance Company for the “Dog Park Relocation Project: Phase 1”.

AND

3. Release contract retention in the amount of \$20,550.31 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing

the release of the contract retention.

AND

4. Exonerate project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

6.4 Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, and Dog Park Parking Lot Work

1. Approved final plans and specifications reflecting completion of the “Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, and Dog Park Parking Lot Work”, as-built.

AND

2. Accepted project completion of the contract agreement with Hardy & Harper, Inc. for the “Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, and Dog Park Parking Lot Work.”

AND

3. Release contract retention in the amount of \$12,236.90 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention.

AND

4. Exonerate project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

6.5 Acting City Attorney Appointment

Appointed Alisha Patterson to serve as Acting City Attorney from August 11, 2019 through September 2, 2019.

VII. PUBLIC HEARINGS

- 7.1 Conditional Use Permit CUP-1384 to allow for the establishment of an administrative/professional office use with a gross floor area of more than 3,000 square feet at 24268 El Toro Road, Laguna Woods, CA 92637

City Manager Macon made a presentation. He noted the following modifications to the proposed resolution and conditions of approval:

- Proposed Resolution, fifth recital, #2: *“The proposed project totals 3,487-4,438 square feet...”*
- Proposed Conditions of Approval, #6: *“... the administrative/professional office use shall not exceed 3,487-4,438 square feet...”*

Councilmembers discussed the item and staff answered related questions.

Mayor Connors opened the public hearing.

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

Moved by Mayor Pro Tem Hatch, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to adopt a resolution, inclusive of staff’s recommended modifications as presented, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1384 TO ALLOW FOR THE ESTABLISHMENT OF AN ADMINISTRATIVE/PROFESSIONAL OFFICE USE WITH A GROSS FLOOR AREA OF MORE THAN 3,000 SQUARE FEET AT 24268 EL TORO ROAD, LAGUNA WOODS, CA 92637

7.2 Notary Public Fees

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Connors opened the public hearing.

Mary Wall, resident, expressed her opposition to notary public fees.

Councilmembers briefly responded to Ms. Wall’s comments.

Moved by Councilmember Horne, seconded by Councilmember Rainey, and carried unanimously on a 5-0 vote, to continue the public hearing to the regular meeting of the City Council on August 21, 2019 at 2 p.m. at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

7.3 Aggressive Solicitation Regulations

City Manager Macon and City Attorney Cosgrove made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Connors opened the public hearing.

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

Moved by Councilmember Rainey, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to 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, REPEALING CHAPTER 7.22 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO AGGRESSIVE SOLICITATION

VIII. CITY COUNCIL BUSINESS

8.1 California Public Utilities Commission Tariff Rule 20A Allocation

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to:

1. Approve a memorandum of understanding with the City of Newport Beach to transfer and assign the City of Laguna Woods' California Utilities Commission Tariff Rule 20A allocation balance as of May 28, 2019 (\$34,959) to the City of Newport Beach for an acquisition price of \$19,227.45, and authorize the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

AND

2. Authorize the City Manager to request that Southern California Edison transfer and assign the entire balance of the City of Laguna Woods' California Public Utilities Commission Tariff Rule 20A allocation balance as of May 28, 2019 to and for the benefit of the City of Newport Beach, and provide any additional documentation or information that is reasonable requested by Southern California Edison to complete the transfer.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Mayor Connors provided a report.

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch provided a report.

Mayor Connors briefly commented on the report.

9.3 Orange County Library Advisory Board

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

City Manager Macon briefly commented on state monies earmarked to assist with the establishment of a permanent public library.

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report.

Councilmembers briefly commented on the report.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Connors provided a report.

9.6 South Orange County Watershed Management Area

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

9.7 Other Comments and Reports

Mayor Connors encouraged the community to attend the grand opening of “A Place for Paws” Dog Park.

Councilmember Horne provided an update on the Senior Citizen Advisory Council.

X. CLOSED SESSION

- 10.1 The City Council met in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.

XI. CLOSED SESSION REPORT

The City Council reconvened in open session at 3:57 p.m. City Attorney Cosgrove stated that there was no reportable action under California Government Code Section 54957.1.

XII. ADJOURNMENT

ITEM 6.1 – Attachment A

The meeting was adjourned at 3:57 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, August 21, 2019, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: September 18, 2019

CYNTHIA CONNERS, Mayor

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
August 21, 2019
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

II. ROLL CALL

COUNCILMEMBER: PRESENT: Horne, Moore, Rainey, Hatch
 ABSENT: Connors

STAFF PRESENT: Acting City Manager Cosgrove, Acting City Attorney Patterson,
 City Clerk Trippy, Development Programs Analyst Pennington

III. PLEDGE OF ALLEGIANCE

Councilmember Horne led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Take Me Home Presentation – Orange County Sheriff’s Department

Lieutenant Inouye, Orange County Sheriff’s Department, made a presentation.

Councilmembers discussed the item and Lieutenant Inouye answered related questions.

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to approve Consent Calendar items 6.1 – 6.3.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on June 19, 2019 and the adjourned regular meeting on June 26, 2019.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of July 2019.

6.3 Warrant Register

Approved the warrant register dated August 21, 2019 in the amount of \$589,074.88.

VII. PUBLIC HEARINGS

7.1 Conditional Use Permit CUP-1362 to allow for the establishment of a pet daycare and boarding facility with accessory retail, grooming, behavior training, and outdoor exercise and play areas, as well as alternatives to the off-street parking provisions and exceptions and modification to the fence and wall height provisions contained in the Laguna Woods Municipal Code, at 24334 El Toro Road, Laguna Woods, CA 9263

Acting City Manager Cosgrove made a presentation. He noted the following additions to the proposed conditions of approval:

1. Proposed Condition of Approval No. 7 after “...as preventing the...” – “...immediate necessary emergency treatment of, and...”
2. Proposed Condition of Approval No. 9 as a new third sentence – “Operation of the outdoor exercise and play area shall be limited to the hours between 8:00 a.m. and 8:00 p.m.”

Acting City Manager Cosgrove noted that the City received a public comment prior to the meeting from Dr. Steven and Susan Savlov, who expressed concern with noise from the proposed facility.

Councilmembers discussed the item and staff answered related questions.

Mayor Pro Tem Hatch opened the public hearing.

Josh Drake and Jennifer Hammervold, applicants, expressed their excitement for the project and answered questions from the City Council.

Susan Savlov, resident, expressed concerns of potential noise from dogs in the proposed facility.

Councilmembers briefly responded to Ms. Savlov’s comments.

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

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to adopt a resolution, with

modifications to conditions 7 and 9 as presented by staff, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1362 TO ALLOW FOR THE ESTABLISHMENT OF A PET DAYCARE AND BOARDING FACILITY WITH ACCESSORY RETAIL, GROOMING, BEHAVIOR TRAINING AND OUTDOOR EXERCISE AND PLAY AREAS, AS WELL AS ALTERNATIVES TO THE OFF-STREET PARKING PROVISIONS AND EXCEPTIONS AND MODIFICATIONS TO THE FENCE AND WALL HEIGHT PROVISIONS CONTAINED IN THE LAGUNA WOODS MUNICIPAL CODE, AT 24334 EL TORO ROAD, LAGUNA WOODS, CA 92637

7.2 Notary Public Fees

Acting City Manager Cosgrove made a presentation.

Mayor Pro Tem Hatch opened the public hearing that was continued from the regular City Council meeting on July 17, 2019.

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

Moved by Councilmember Rainey, seconded by Councilmember Moore, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED NOTARY PUBLIC FEES

7.3 Assembly Bill 2766 Mobile Vehicle Subvention Program

Acting City Manager Cosgrove made a presentation.

Mayor Pro Tem Hatch opened the public hearing.

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

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to 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, ADDING CHAPTER 3.16 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ASSEMBLY BILL 2766 MOBILE VEHICLE SUBVENTION PROGRAM, IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 44243(B)

VIII. CITY COUNCIL BUSINESS

8.1 2018-2019 Orange County Grand Jury Report, “Orange County’s Urban Forest”

Acting City Manager Cosgrove made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to approve a response to the 2018-2019 Orange County Grand Jury Report, “Orange County’s Urban Forest,” authorize the Mayor to execute the response, and direct the City Manager to submit the response as required by applicable law.

8.2 Aggressive Solicitation Regulations

Acting City Manager Cosgrove made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to approve the second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING CHAPTER 7.22 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO AGGRESSIVE SOLICITATION

8.3 City Council Meeting Schedule

Mayor Pro Tem Hatch summarized the recommendation.

The October 16, 2019 City Council meeting had previously been cancelled and is proposed to be rescheduled for the previous date and time.

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 4-0 vote, with Mayor Connors absent, to reschedule the regular City Council meeting on October 16, 2019 at 2 p.m. at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

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

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch provided a report.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report and shared a video.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Conners was not present to provide a report.

9.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

9.7 Other Comments and Reports

Councilmember Rainey provided an update on the Senior Citizen Advisory Council's Housing and Transportation Committee.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 3:32 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, September 18, 2019, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: September 18, 2019

CYNTHIA CONNERS, Mayor

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6.2
CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
 For the Month Ended August 31, 2019

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 7/31/19	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 8/31/19	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 301,728	\$ 1,001,198	\$ (753,425)	\$ 6,672	\$ 556,173	5.05%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 4)	\$ 6,061	\$ 3,786	\$ (6,061)	\$ -	\$ 3,786	0.03%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 10,634	\$ (1,368)	\$ 3,786	\$ -	\$ 13,053	0.12%	
Petty Cash	\$ 2,033	\$ 467	\$ (602)	\$ -	\$ 1,898	0.02%	
Total Cash and Cash Equivalents	\$ 320,457	\$ 1,004,084	\$ (756,302)	\$ 6,672	\$ 574,910	5.22%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 6,236,797	\$ -	\$ (500,000)	\$ 10,615	\$ 5,747,412	52.19%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 2,096,902	\$ 3,854	\$ (102)	\$ 8,597	\$ 2,109,251	19.15%	
Total Pooled Money Investment Accounts	\$ 8,333,699	\$ 3,854	\$ (500,102)	\$ 19,213	\$ 7,856,663	71.35%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2 and 4)	\$ 2,497,431	\$ -	\$ -	\$ 82,865	\$ 2,580,296	23.43%	
Total Investments - Interest and Income Bearing	\$ 2,497,431	\$ -	\$ -	\$ 82,865	\$ 2,580,296	23.43%	30.00%
TOTAL	\$ 11,151,587	\$ 1,007,938	\$ (1,256,404)	\$ 108,749	\$ 11,011,869	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (857,067)	\$ 1,413,240	\$ 556,173
Cash Balances, MBS Account	\$ 3,786	\$ -	\$ 3,786
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 13,053	\$ -	\$ 13,053
Petty Cash	\$ 1,898	\$ -	\$ 1,898
LAIF	\$ 5,747,412	\$ -	\$ 5,747,412
OCIP	\$ 2,109,251	\$ -	\$ 2,109,251
Certificates of Deposit	\$ 2,580,296	\$ -	\$ 2,580,296
Totals	\$ 9,598,630	\$ 1,413,240	\$ 11,011,869

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
For the Month Ended August 31, 2019

ITEM 6.2

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
38148PTD9	2017-6	GOLDMAN SACHS BANK USA	36 months	11/16/17	11/22/17	245,000	245,897	245,000	2.050	Semi-Annual	05/22/18	Green*	2.050	11/23/20
61747ML58	2018-1	MORGAN STANLEY BK N A SALT LAKE	36 months	02/14/18	02/22/18	100,000	101,225	100,000	2.600	Semi-Annual	08/22/18	Green***	2.600	02/22/21
101120DW0	2018-2	BOSTON PRIVATE BANK & TR	21 months	03/09/18	03/23/18	245,000	245,306	245,000	2.300	Monthly	04/23/18	Green***	2.300	12/23/19
649447RJO	2018-3	NEW YORK COMMUNITY BANK	24 months	03/23/18	03/28/18	100,000	100,358	100,000	2.450	Semi-Annual	09/28/18	Green***	2.450	03/27/20
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	248,545	245,000	2.700	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	250,513	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	255,280	245,000	3.250	Monthly	11/05/18	Green***	3.250	10/05/22
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	260,751	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	60 months	05/19/17	05/19/17	100,000	101,506	97,431	2.470	Semi-Annual	11/19/17	Green***	2.400	05/19/22
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	255,624	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	261,594	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	253,698	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
		Accrued Interest - Month End					13,053							
Total CDs						2,500,000	2,593,349	2,497,431						

(*) At the time of purchase and until September 2017, CDs were rated or ranked using an IDC Financial Publishing, Inc. (IDC) 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 per Table 1. Post September 2017, CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. Table 2 below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

Table 1: CD Rankings (used prior to September 2017)

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

Table 2: Veribanc Color Rankings (used post September 2017)

Veribanc Rank	Color Meaning
Green	Highest rating, exceeds qualifications in equity and income tests
Yellow	Merits attention, meets minimal qualifications in equity and income tests
Red	Merits close attention, does not meet minimal qualifications for equity and has incurred significant losses

Government Pooled Money Investment Accounts (Notes 2 and 3)

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	5,747,412	5,747,412	5,747,412	Pending	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	2,109,251	2,109,251	2,109,251	Pending	N/A	N/A	N/A	N/A	N/A
Total PMIA						7,856,663	7,856,663	7,856,663						

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
 For the Month Ended August 31, 2019

CASH AND INVESTMENTS

	Beginning Balances As of 7/31/19	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 8/31/19
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 101,540	\$ -	\$ (7)	\$ 2,065	\$ 103,598
Total Other Funds - Held in Trust	<u>\$ 101,540</u>	<u>\$ -</u>	<u>\$ (7)</u>	<u>\$ 2,065</u>	<u>\$ 103,598</u>

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect August 2019 vendor invoicing processed after the date of this report. Adjustment was necessary due a deposit received in July 2019, however the transaction was not recorded until August 2019 on the General Ledger. This was corrected.

Note 2 - During August 2019, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / In August 2019, the City made no deposits to the LAIF account and withdrew \$500,000 for cash flow purposes. The balance was adjusted in the amount of \$10,615.43 to report balances at fair market value as of June 2019.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance was adjusted in the amount of \$8,597.30 to report balances at fair market value as of June 2019.

Investments / There were no maturities or purchases of investments. Investments were adjusted in the amount of \$82,864.89 to report balances at fair market value as of August 2019.

OPEB Trust / The City made no contributions to the OPEB Trust in August 2019. The Trust experienced a net gain of \$2,057.90 in August 2019.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported August 2019 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0	N/A	See Notes	October 2019	Total pool interest for August 2019 was 2.341% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$3,854	April 2019	See Notes	See Notes	The OCIP August 2019 statement had not been received at the time of this report, balance reported is as of July 31, 2019. Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at July 31, 2019 was \$15,338.41. July 2019 interest rate was 2.335% and fees were 0.059%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$3,786.31 and transferred out \$6,061.22 in cash balances to the City's checking account in August 2019. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City's portfolio also has \$13,052.62 in accrued interest, not yet vested.

City Treasurer's Certification

I, Maria-Luisa Valdez, Interim 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.

 Maria-Luisa Valdez, Interim City Treasurer

9-12-19

 Date

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6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS

WARRANT REGISTER

9/18/2019

ITEM 6.3

This Report Covers the Period 8/01/2019 through 8/31/2019

Date	Vendor Name	Description	Amount
Debit	Automatic Bank Debits		
Debit 08/01/2019	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / July 2019	229,863.99
Debit 08/02/2019	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 07/19/2019	163.25
Debit 08/06/2019	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 07/05/2019	1,037.78
Debit 08/06/2019	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 07/05/2019	2,315.09
Debit 08/08/2019	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 08/02/2019	1,084.61
Debit 08/08/2019	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 08/02/2019	16,986.55
Debit 08/08/2019	ADP TAX	Payroll Taxes / Pay Period Ended 08/02/2019	7,708.53
Debit 08/09/2019	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 08/02/2019	179.85
Debit 08/12/2019	CALPERS - HEALTH	Employee Benefit Program / August 2019	3,564.95
Debit 08/14/2019	BUSINESS PLANS, INCORPORATED	Employee Benefit Program / August 2019	416.67
Debit 08/20/2019	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 07/19/19	1,037.78
Debit 08/20/2019	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 07/19/19	2,327.63
Debit 08/22/2019	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 08/16/2019	1,084.61
Debit 08/21/2019	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 08/16/2019	14,928.30
Debit 08/21/2019	ADP TAX	Payroll Taxes / Pay Period Ended 08/16/2019	6,821.10
Debit 08/20/2019	BUSINESS PLANS	Employee Benefit Program / August 2019	485.00
Debit 08/23/2019	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 08/16/2019	163.25
Check Number	Warrants:		
3224 08/05/2019	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / June 2019	4,180.00
3225 08/05/2019	WILLDAN	Code Enforcement Services / June 2019	2,436.00
3225 08/05/2019	WILLDAN	Building Official Services / June 2019	12,240.00
3225 08/05/2019	WILLDAN	Building Inspection Services / June 2019	540.00
3226 08/05/2019	ANTOINETTE BREVILLIER	Taxi Voucher Refund	35.00
3227 08/05/2019	AT&T	Telephone / 639-0500 / July 2019	212.21
3228 08/05/2019	AT&T	Telephone / 452-0600 / July 2019	1,522.13
3229 08/05/2019	AT&T	Telephone / 458-3487 / July 2019	40.93
3230 08/05/2019	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / July 2019	1,745.55
3231 08/05/2019	CEP AMERICA AUC PC	Pre-Employment Physical	50.00
3232 08/05/2019	COUNTY OF ORANGE	NPDES Water Quality Support Annual Fee / Fiscal Year 2019-20	308.86
3233 08/05/2019	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / August 2019	246.13
3234 08/05/2019	MANAGED HEALTH NETWORK	Employee Benefits Program / August 2019	12.54
3235 08/05/2019	ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	189.00
3236 08/05/2019	RICOH USA, INC.	Copier Lease / August 2019	214.20
3237 08/05/2019	UNITED SITE SERVICES	Fence Rental for Dog Park / July 2019	77.28
3238 08/05/2019	UNITED STATES FIRE INSURANCE COMPANY	Dog Park Relocation Project: Phase 1	2,046.30
3239 08/05/2019	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / August 2019	76.66
3240 08/08/2019	APRIL BAUMGARTEN	Mileage Reimbursement / Fiscal Year 2018-19	2,022.95
3241 08/08/2019	CSG CONSULTANTS INC	Building Plan Review Services / June 2019	255.00
3242 08/08/2019	EL TORO WATER DISTRICT	Water Service / June 2019	2,804.21
3243 08/08/2019	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / June 2019	12,851.21
3244 08/08/2019	SOUTHERN CALIFORNIA EDISON	Street Lighting - Public ROW / April 2018 - June 2019	29,210.52
3245 08/08/2019	360 BUSINESS CONSULTING	Website Hosting / July 2019	200.00
3246 08/08/2019	ACCOUNTTEMPS	Temporary Accounting Clerk Services / Weeks Ending July 19 & 26, 2019	3,375.00

CITY OF LAGUNA WOODS

WARRANT REGISTER

9/18/2019

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This Report Covers the Period 8/01/2019 through 8/31/2019

Date	Vendor Name	Description	Amount	
3247	08/08/2019	BALLIET, MICHAEL	Waste Management Consulting Services / July 2019	1,657.50
3248	08/08/2019	CALIFORNIA INTERNET LP	City Hall Internet Service / August 2019	274.00
3249	08/08/2019	COUNTY OF ORANGE	800 MHz Communication Charges / July - September 2019	868.00
3250	08/08/2019	PARK CONSULTING GROUP, INC.	Software Implementation Services / July 2019	9,493.75
3251	08/08/2019	PETTY CASH	Replenish Petty Cash	0.00
3252	08/08/2019	PRACTICAL DATA SOLUTIONS	IT Support Services / July 2019	2,335.50
3253	08/08/2019	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / July 2019	38,908.28
3254	08/08/2019	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / July 2019	1,305.39
3255	08/08/2019	STAPLES	Office & Janitorial Supplies / July 2019	364.45
3256	08/08/2019	TEAM ONE MANAGEMENT	Janitorial Services / July 2019	846.22
3257	08/08/2019	THE GAS COMPANY	Gas Service - City Hall / July 2019	14.79
3258	08/08/2019	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / August 2019	229,863.39
3259	08/16/2019	ACCOUNTEMPS	Temporary Accounting Clerk Services / Week Ending August 02, 2019	1,687.50
3260	08/16/2019	AT&T	White Pages / August 2019	4.48
3261	08/16/2019	BROWN ARMSTRONG ACCOUNTANCY CORPORATION	Audit Services / July 2019	1,800.00
3262	08/16/2019	CALIFORNIA INTERNET LP	City Hall Internet Service / July 2019	349.00
3263	08/16/2019	CALIFORNIA YELLOW CAB	Taxi Voucher Services / July 2019	3,259.00
3264	08/16/2019	CAPTIONING UNLIMITED	Closed Captioning Services / July 2019	200.00
3265	08/16/2019	COUNTY OF ORANGE	Automated Fingerprint ID System / August 2019	784.00
3266	08/16/2019	COUNTY OF ORANGE	Automated Fingerprint ID System / July 2019	784.00
3267	08/16/2019	DEPARTMENT OF JUSTICE	Fingerprinting Services	32.00
3268	08/16/2019	HARDY & HARPER, INC	Pavement Management Plan Project	12,236.90
3269	08/16/2019	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / July 2019	2,018.75
3270	08/16/2019	JOELLYN ALOE	Taxi Voucher Refund	7.00
3271	08/16/2019	KONE INC.	City Hall Elevator Maintenance / August 2019	277.57
3272	08/16/2019	MARC DONOHUE	Administrative Services / July 2019	150.00
3273	08/16/2019	MICHAEL BAKER INTERNATIONAL	Planning Services / July 2019	2,862.50
3274	08/16/2019	ORANGE COUNTY REGISTER-NOTICES	Public Notices / July 2019	858.00
3275	08/16/2019	RICOH USA, INC.	Copier Usage / July 2019	265.57
3276	08/16/2019	SOUTHERN CALIFORNIA EDISON	Electric Services / July 2019	5,925.76
3277	08/16/2019	SUNSET PROPERTY SERVICES	Street Sweeping Services / July 2019	3,540.00
3278	08/16/2019	WILLDAN ENGINEERING	Code Enforcement Services / July 2019	2,552.00
3278	08/16/2019	WILLDAN ENGINEERING	Building Official Services / July 2019	8,880.00
3278	08/16/2019	WILLDAN ENGINEERING	Building Inspection Services / July 2019	3,690.00
3279	08/16/2019	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / July 2019	3,633.85
3280	08/16/2019	BOUTWELL FAY LLP	Legal Services / May 2019	255.00
3281	08/22/2019	ACCOUNTEMPS	Temporary Accounting Clerk Services / Week Ending August 9, 2019	1,687.50
3282	08/22/2019	AT&T	Telephone / 581-9821 / July 2019	55.13
3283	08/22/2019	AT&T	Telephone / 583-1105 / July 2019	21.63
3284	08/22/2019	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration / August 2019	100.00
3285	08/22/2019	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / July 2019	7,985.00
3286	08/22/2019	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / July 2019	9,425.00
3287	08/22/2019	FOREST PRINTING & COPYING INC	Printing Services	75.43
3288	08/22/2019	GOGOVAPPS, INC	Code Enforcement & Water Quality Software / Fiscal Year 2019-20	2,160.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
9/18/2019**

This Report Covers the Period 8/01/2019 through 8/31/2019

Date	Vendor Name	Description	Amount
3289 08/22/2019	INTERNATIONAL CODE COUNCIL INC	Building Membership & Publications / Fiscal Year 2019-20	135.00
3290 08/22/2019	OFFICE DEPOT	Office Supplies / July 2019	380.81
3291 08/22/2019	PROTEL COMMUNICATIONS, INC	Telephone Maintenance / August 2019	299.00
3292 08/22/2019	SO CAL SANITATION LLC	Temporary Restroom Rental / July 2019	511.81
3293 08/22/2019	UNITED STATES FIRE INSURANCE COMPANY	Dog Park Relocation Project: Phase 1	20,550.31
Total Bank Debits and Warrants:			\$ 752,431.39
Petty Cash Expenditures Paid Out (See Note 2)			
	OC Clerk-Recorder	Document Recording Fee	\$50.00
Total Petty Cash:			\$50.00
TOTAL			\$ 752,481.39

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of August 2019, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and Rainey.


Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished.

Note 3 - No credit card transactions were paid during this time period.

Administrative Services Director/City Treasurer's Certification

I, Maria-Luisa Valdez, Interim Administrative Services Director/City Treasurer, do hereby certify:

- In accordance with California Government Code Section 37202, I hereby certify to the accuracy of the demands on cash summarized within;
- That the City is able to meet all cash flow needs which might reasonably be anticipated for the next 12 months; and
- That the City is in compliance with California Government Code Section 27108.


 Maria-Luisa Valdez, Interim Administrative Services Director/City Treasurer

9-12-19
 Dated

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6.4
INTERIM ADMINISTRATIVE SERVICES
DIRECTOR/CITY TREASURER SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
LSL CPAS AND ADVISORS
FOR INTERIM ADMINISTRATIVE SERVICES DIRECTOR/
CITY TREASURER SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of April 2019 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and LSL CPAs and Advisors ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on April 1, 2019 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.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

modification or reuse for purposes outside this AGREEMENT of CITY-owned work product generated or produced by CONSULANT.

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.

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(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. 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, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics 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 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

ITEM 6.4

INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT to the extent caused in whole or in part by the negligent acts, errors, or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

Section 10 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

(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: LSL CPAs and Advisors
 ATTN: President
 203 N. Brea Blvd., Suite 203
 Brea, CA 92821

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 extension of, 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.

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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.

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 _____
Deborah A. Harper, Partner

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete the duties of CITY's Administrative Services Director/City Treasurer position, as set forth in the job classification for the Administrative Services Director/City Treasurer position approved by the City Council of CITY on March 20, 2019 and incorporated herein by this reference. CONSULTANT's services shall be provided on a temporary consultant basis while CITY recruits and hires to fill its Administrative Services Director/City Treasurer position on a permanent basis. CONSULTANT's services shall be provided by personnel as needed by CITY.

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated in the amount of \$100 per hour. CONSULTANT's hourly rate is "all inclusive." CITY shall not provide separate reimbursement for telephone, data, or Internet service; equipment; supplies; food; drink; or, incidental expenses incurred in the performance of CONSULTANT's services, with the exception of the following:

1. CONSULTANT shall provide its own automotive transportation, at its cost, for local travel, including travel to and from CITY's offices, CITY's bank, and local meetings. CONSULTANT shall be reimbursed for registration fees for events CONSULTANT is requested by CITY to attend only as may be approved by CITY in writing prior to the time such expenses are incurred. Any such expenses shall be documented and billed at CONSULTANT's actual cost, without increase or overhead charge.

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. Subcontractors or any other persons not covered by CONSULTANT's Workers' Compensation insurance shall carry separate and equivalent Workers' Compensation insurance as required by this subsection.

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

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

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

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

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

ITEM 6.4

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 by either CONSULTANT or CONSULTANT's insurer.

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.

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

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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.

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**ASSEMBLY BILL 2766 MOBILE VEHICLE
SUBVENTION PROGRAM**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: September 18, 2019 Regular Meeting

SUBJECT: Assembly Bill 2766 Mobile Vehicle Subvention Program

Recommendation

Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 3.16 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ASSEMBLY BILL 2766 MOBILE VEHICLE SUBVENTION PROGRAM, IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 44243(B)

Background

California Health and Safety Code Section 44243(b) requires the adoption of an ordinance complying with the provisions set forth therein as a condition for receipt of funds from the Assembly Bill 2766 Mobile Vehicle Subvention Program. Funds are received annually and can be used for eligible programs and projects to reduce air pollution from motor vehicles.

On August 21, 2019, a public hearing was held and the City Council introduced and approved the first reading of an ordinance (Attachment A) which, if adopted, would add Chapter 3.16 to the Laguna Woods Municipal Code related to the Assembly Bill 2766 Mobile Vehicle Subvention Program.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the proposed addition of Chapter 3.16 to the Laguna Woods Municipal Code (Attachment A) related to the Assembly Bill 2766 Mobile Vehicle Subvention Program. Staff recommends that the City Council adopt the proposed ordinance, in order to confirm the City's support for and compliance with the provisions of California Health and Safety Code Section 44243(b).

If the City Council takes the recommended action at today's meeting, the proposed ordinance would become effective in 30 days.

Environmental Review

The proposed amendments to the Laguna Woods Municipal Code are exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to sections 15378(b)(4) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Health and Safety Code Section 44243(b). It can be seen with certainty that this project has no possibility of having a significant effect on the environment.

Fiscal Impact

Funds to support this project are included in the City's budget.

Attachment: A – Proposed Ordinance
Exhibit A – Proposed Code Amendments

ORDINANCE NO. 19-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 3.16 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ASSEMBLY BILL 2766 MOBILE VEHICLE SUBVENTION PROGRAM, IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 44243(B)

WHEREAS, staff has recommended the addition of Chapter 3.16 to the Laguna Woods Municipal Code (“Code Amendments”) in order to confirm the City’s support for and compliance with the provisions of California Health and Safety Code Section 44243(b).; and

WHEREAS, on August 21, 2019, the City Council held a duly noticed public hearing on the proposed Code Amendments at which it considered all of the information, evidence, and testimony presented, both written and oral.

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that (i) each of the recitals to this Ordinance are true and correct, and are adopted herein as findings; (ii) the Code Amendments comply with all applicable requirements of State law; (iii) the Code Amendments will not adversely affect the health, safety, or welfare of the residents within the community; (iv) the Code Amendments are in the public interest of the City of Laguna Woods; and, (v) the Code Amendments are consistent with the Laguna Woods General Plan and its various elements.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the Code Amendments are exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to sections 15378(b)(4) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Health and Safety Code Section 44243(b). It can be seen with certainty that this project has no possibility of having a significant effect on the environment.

SECTION 3. Chapter 3.16 is hereby added to the Laguna Woods Municipal Code to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 4. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 6. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 7. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

PASSED, APPROVED AND ADOPTED this XX day of XX 2019.

CYNTHIA CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

APPROVED AS TO FORM:

DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 19-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2019, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2019 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

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**EXHIBIT A
CODE AMENDMENTS**

Chapter 3.16 (“Mobile Vehicle Subvention Program”) is added to Title 3 (“Revenue and Finance”) of the Laguna Woods Municipal Code, to read as follows:

CHAPTER 3.16. - MOBILE VEHICLE SUBVENTION PROGRAM

Sec. 3.16.010. - Findings.

The City Council of the City of Laguna Woods hereby finds and declares that:

- (a) The City is committed to improving public health, safety and welfare, including air quality.
- (b) Mobile sources are a major contributor to air pollution in the South Coast Air Basin.
- (c) The State of California’s air quality goals for the South Coast Air Basin cannot be met without reducing air pollution from mobile sources.
- (d) The South Coast Air Quality Management Plan calls upon cities and counties to reduce emissions from motor vehicles consistent with the requirements of the California Clean Air Act of 1988 (Chapter 1568 of the Statutes of 1988) by developing and implementing mobile source air pollution reduction programs.
- (e) Mobile source air pollution reduction programs place demands upon the City’s funds; those programs should be financed by shifting financial responsibilities from the General Fund to the motor vehicles creating the demand, to the greatest extent feasible.
- (f) The City supports the adoption of motor vehicle registration fees to be used to reduce air pollution from motor vehicles pursuant to the Clean Air Act Amendments of 1990, the California Clean Air Act of 1988, or the plan prepared pursuant to Article 5 (commencing

with Section 40460) of Chapter 5.5 of Part 3 of Division 26 of the California Health and Safety Code.

(g) California Health and Safety Code Section 44223 (California Assembly Bill 2766, 1990) has authorized the South Coast Air Quality Management District to impose an additional motor vehicle registration fee commencing April 1, 1991, and continuing to the present, to finance the reduction of air pollution from motor vehicles pursuant to, and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of, the California Clean Air Act of 1988 (Chapter 1568 of the Statutes of 1988), or for the attainment or maintenance of state or federal ambient air quality standards or the reduction of toxic air contaminant emissions from motor vehicles.

(h) Forty cents (\$0.40) of every dollar collected under California Health and Safety Code Section 44223 is available for distribution to cities and counties located in the South Coast Air Quality Management District, based upon their prorated share of population, to be used to implement programs to reduce air pollution from motor vehicles which are authorized by, or necessary to implement, the Clean Air Act Amendments of 1990, the California Clean Air Act of 1988, or the plan prepared pursuant to Article 5 (commencing with Section 40460) of Chapter 5.5 of Part 3 of Division 26 of the California Health and Safety Code.

(i) The City is located within the South Coast Air Quality Management District and is eligible to receive a portion of the revenues from the additional motor vehicle registration fee.

(j) The imposition of the additional motor vehicle registration fee by the South Coast Air Quality Management District is in the best interest of the City and promotes public health, safety and welfare.

Sec. 3.16.020. - Purpose and intent.

The purpose and intent of this chapter is to support the South Coast Air Quality Management District's imposition of its vehicle registration fee and to support the City's compliance with the requirements set forth in California Health and Safety Code Section 44243 to receive fee revenues for

the purpose of implementing programs to reduce air pollution from motor vehicles.

Sec. 3.16.030. - Definitions.

For the purpose of this chapter, the following definitions shall apply:

(05) *Fee administrator* shall mean the City Treasurer.

(10) *Mobile source air pollution reduction programs* shall mean any program or project implemented by the City to reduce air pollution from motor vehicles, which it determines will be consistent with the Clean Air Act Amendments of 1990, the California Clean Air Act of 1988, or the plan prepared pursuant to Article 5 (commencing with Section 40460) of Chapter 5.5 of Part 3 of Division 26 of the California Health and Safety Code.

(15) *Mobile vehicle subvention program revenue* shall mean the revenue that is distributed to the City as a result of the additional motor vehicle registration fee imposed by the South Coast Air Quality Management District pursuant to California Health and Safety Code Section 44223.

Sec. 3.16.040. - Fee administration.

(a) *Receipt of Fee.* Mobile vehicle subvention program revenue shall be accepted by the fee administrator.

(b) *Establishment of Air Quality Improvement Trust Fund.* The fee administrator shall establish a separate interest-bearing fund account into which all mobile vehicle subvention program revenue shall be deposited, and out of which expenditures shall be made for mobile source air pollution reduction programs.

(c) *Transfer of Funds and Interest.* Upon receipt of mobile vehicle subvention program revenue, the fee administrator shall deposit such revenue into the separate fund account established pursuant to subsection (b) of this section. All interest earned by the separate fund account shall be credited only to that fund account.

ITEM 8.1 – Exhibit A to Attachment A

(d) *Expenditure of Revenues.* All mobile vehicle subvention program revenue shall be exclusively expended by the City on mobile source air pollution reduction programs. Such revenue and any interest earned by the separate fund account shall be expended within one year of the completion of the mobile source air pollution reduction programs.

(e) *Audits.* The City consents to audits of all programs and projects funded by mobile vehicle subvention program revenue, in accordance with California Health and Safety Code sections 44223, 44244, and 44244.1(a).