

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Adjourned Regular Meeting  
Wednesday, June 2, 2021  
11:30 a.m.

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

Shari L. Horne  
Mayor

Carol Moore  
Mayor Pro Tem

Cynthia Conners  
Councilmember



Noel Hatch  
Councilmember

Ed H. Tao  
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.

---

AGENDA POSTING AND AVAILABILITY

Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)); and, at other locations designated by Resolution No. 17-30, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

Special and Emergency Meetings: Agenda posting and availability for special and emergency meetings is conducted pursuant to all applicable provisions of California Government Code (Ralph M. Brown Act).

---

AGENDA DISTRIBUTION LISTS

Electronic Distribution: The City of Laguna Woods provides notification of agenda posting and availability via email. To register to receive email notifications, please email [cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org) or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

Mail Distribution: The City of Laguna Woods is able to mail agendas and/or agenda materials if provided with advance payment for postage and printing (if applicable). To request mail distribution, please email [cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org) or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535.

---

FOR ADDITIONAL INFORMATION

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

---

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](http://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

5-28-21  
\_\_\_\_\_  
Date

## **NOVEL CORONAVIRUS (COVID-19) NOTICE**

**Please exercise caution when attending City Council meetings.** If you attend this meeting, please wear a face covering, maintain a distance of six feet or more between yourself and others, wash your hands with soap and water before and after the meeting, and refrain from handshaking and other physical contact.

### **OPTIONS FOR PUBLIC COMMENTS**

**1. Attend the meeting in-person.**

**2. Submit public comments in writing.** Written public comments may be submitted via email ([cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org)) or by mail (Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637), provided that they are received by the City prior to 11:30 a.m. on the day of the meeting. Written public comments may be read or summarized to the City Council at the meeting, and parties submitting comments should be aware that their email addresses and any information submitted may be disclosed or become a matter of public record. No party should expect privacy of such information.

**3. Make public comments by telephone.** Dial (301) 715-8592. When prompted enter the following meeting ID: 980 5679 2740 followed by pound (#) and the following meeting passcode: 100264 followed by pound (#). When an item you wish to comment on is discussed, press \*9 on your phone to raise your hand. When it is your turn, you will be unmuted and able to speak. Please note that your telephone number will be visible to the City. No party should expect privacy of such information.

**4. Make oral public comments by computer (audio only).**

- Visit [www.zoom.us](http://www.zoom.us)
- Click on “Join a Meeting” toward the top right of the webpage
- Enter the following meeting ID: 980 5679 2740
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 100264
- Enter a name and email address as required by Zoom

When an item you wish to comment on is discussed, click on “Raise Hand.” When it is your turn, you will be unmuted and able to speak. Please note that information you enter into Zoom will be visible to the City. No party should expect privacy of such information.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PRESENTATIONS AND CEREMONIAL MATTERS
- 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 Budgeting, Reserves, and Reporting Policy

*Recommendation:* Approve a resolution entitled:

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

6.2 Landscape Architecture and Landscape Plan Review Services

*Recommendation:*

- 1. Approve an agreement with NUVIS for landscape architecture and landscape plan review services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

AND

2. Approve an agreement with RJM Design Group, Inc. for landscape architecture and landscape plan review services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

### 6.3 Senior Mobility Program

*Recommendation:*

1. Approve a cooperative agreement with the Orange County Transportation Authority (OCTA) for Senior Mobility Program concerning senior transportation services and the receipt of Measure M2 (OC Go) funds, and authorize the City Manager to execute the cooperative agreement, subject to approval as to form by the City Attorney.

AND

2. Adopt an agency service plan for the City's Senior Mobility Program, in accordance with OCTA Senior Mobility Program guidelines.

### 6.4 Street Sweeping Services

*Recommendation:* Approve an agreement with Jonset Corporation DBA Sunset Property Services for street sweeping services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

## **VII. PUBLIC HEARINGS**

## **VIII. CITY COUNCIL BUSINESS**

- 8.1 Regional Housing Needs Assessment (RHNA) and General Plan Housing Element Update

*Recommendation:* Provide direction to staff regarding the sites to

be included in the Housing Sites Inventory required as part of the General Plan Housing Element Update to comply with the 6<sup>th</sup> Cycle Regional Housing Needs Assessment, pursuant to California Government Code sections 65583, 65583.2, and 65583.3 et seq.

8.2 Fiscal Years 2021-23 Budget and Work Plan & Fiscal Years 2021-32 Capital Improvement Program Development

*Recommendation:* Provide direction to staff.

**IX. CITY COUNCIL REPORTS AND COMMENTS**

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

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

**X. CLOSED SESSION**

**XI. CLOSED SESSION REPORT**

## **XII. ADJOURNMENT**

Next Regular Meeting:

Wednesday, June 16, 2021 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

*This page is intentionally blank.*

**6.0**  
**CONSENT CALENDAR SUMMARY**

*This page is intentionally blank.*



# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 2, 2021 Adjourned Regular Meeting

**SUBJECT:** Consent Calendar Summary

---

### **Recommendation**

Approve all proposed actions on the June 2, 2021 Consent Calendar by single motion and City Council action.

### **Background**

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

### **Summary**

The June 2, 2021 Consent Calendar contains the following items:

- 6.1 Adoption of a resolution adopting amendments to Administrative Policy 2.9 pertaining to budgeting, reserves, and reporting. The proposed resolution (Attachment A) would amend Administrative Policy 2.9, including by clarifying that the City Council may designate any project as a “major capital improvement project,” adding a requirement that the City maintain an irrevocable Internal Revenue Code Section 115 trust fund to prefund employer contributions to California Public Employees’ Retirement System pension plans, and replacing “Comprehensive Annual Financial Report” and the common acronym with “Annual Comprehensive Financial Report”

(“ACFR”). For ease of reference, a redline version of the proposed amendments is included as Attachment B.

- 6.2 The Request for Proposals (“RFP”) for landscape architecture and landscape plan review services was released on April 1, 2021 with proposals due by April 23, 2021. Four proposals were received (NUVIS, RHA Landscape Architects-Planners, RJM Design Group, and Summers/Murphy & Partners). After reviewing all proposals, interviewing all proposers, and contacting certain references, staff recommends that the City Council award agreements to NUVIS due to factors including, but not limited to, experience, qualifications, and past performance, and to RJM Design Group, Inc. due to factors including, but not limited to, experience and qualifications.

Attachment A

[1] Approval of an agreement with NUVIS for landscape architecture and landscape plan review services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. NUVIS has provided landscape architecture and landscape plan review services to the City since July 1, 2020. NUVIS also provided landscape architecture and landscape plan review services to the City from December 20, 2013 to December 31, 2018. NUVIS provides or has provided similar services for the cities of Anaheim, Laguna Hills, Placentia, San Juan Capistrano, and Tustin.

AND

Attachment B

[2] Approval of an agreement with RJM Design Group, Inc. for landscape architecture and landscape plan review services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. RJM Design Group provides or has provided similar services for the cities of Aliso Viejo, Huntington Beach, Laguna Niguel, Long Beach, Mission Viejo, Newport Beach, San Juan Capistrano, and Whittier.

- 6.3 [1] Approval of a cooperative agreement with the Orange County Transportation Authority (OCTA) for Senior Mobility Program concerning senior transportation services and the receipt of Measure M2 (OC Go) funds, and authorization for the City Manager to execute the cooperative agreement, subject to approval as to form by the City Attorney. The proposed agreement (Attachment A) would allow for continued participation in OCTA’s Senior

Mobility Program, which provides funding from Measure M2 (OC Go) to support the City's Senior Mobility Program.

AND

[2] Adoption of an agency service plan for the City's Senior Mobility Program, in accordance with OCTA Senior Mobility Program guidelines. The proposed agency service plan (Attachment B) describes the City's Senior Mobility Program, including the goal, objectives, trip eligibility, operations, fare structure, funding, and various program requirements.

- 6.4 Approval of an agreement with Jonset Corporation DBA Sunset Property Services for street sweeping services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals ("RFP") for street sweeping services was released on April 1, 2021 with proposals due by April 23, 2021. Three proposals were received (Cannon Pacific Services, Inc. DBA Pacific Sweeping, Jonset Corporation DBA Sunset Property Services, and R.F. Dickson Co., Inc.). After reviewing all proposals, staff recommends that the City Council award the agreement to Jonset Corporation DBA Sunset Property Services due to factors including, but not limited to, pricing, responsiveness to the RFP, and past performance. Jonset Corporation DBA Sunset Property Services has provided street sweeping services to the City since May 1, 2017. Jonset Corporation DBA Sunset Property Services provides or has provided similar services for the cities of Irvine, Mission Viejo, Newport Beach, and Rancho Santa Margarita, as well as Disneyland Resort.

*This page is intentionally blank.*

**6.1**  
**BUDGETING, RESERVES, AND REPORTING**  
**POLICY**

*This page is intentionally blank.*

**RESOLUTION NO. 21-XX**

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

**WHEREAS**, the City’s budgeting, reserves, and reporting policy is contained in Administrative Policy 2.9 and was last modified by the City Council on February 20, 2019; and

**WHEREAS**, on April 7, 2021, the City Council approved participation in the California Employers’ Pension Prefunding Trust (“CEPPT”), an irrevocable Internal Revenue Code Section 115 trust fund to prefund employer contributions to California Public Employees’ Retirement System (“CalPERS”) pension plans; and

**WHEREAS**, on March 9, 2021, the Government Finance Officers Association (“GFOA”) issued a policy statement asking all industry affiliates to immediately stop using the common four-letter acronym most often associated with the Comprehensive Annual Financial Report; and

**WHEREAS**, City staff has prepared amendments to Administrative Policy 2.9 for consideration by the City Council (incorporated into the administrative policy attached hereto as Exhibit A), which generally include clarification that the City Council may designate any project as a “major capital improvement project,” addition of a requirement that the City maintain an irrevocable Internal Revenue Code Section 115 trust fund to prefund employer contributions to CalPERS pension plans, and replacement of “Comprehensive Annual Financial Report” and the common acronym with “Annual Comprehensive Financial Report” (“ACFR”).

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

**SECTION 1.** That the administrative policy attached hereto as Exhibit A is approved and is a statement of the City’s budgeting, reserves, and reporting policy. The administrative policy attached hereto as Exhibit A replaces and supersedes all previous versions of Administrative Policy 2.9.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2021.

\_\_\_\_\_  
SHARI L. HORNE, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

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 **Resolution No. 21-XX** was duly adopted by the City Council of the City of Laguna Woods at an adjourned regular meeting thereof, held on the XX day of XX 2021, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

**CITY OF LAGUNA WOODS  
ADMINISTRATIVE POLICY 2.9**

**BUDGETING, RESERVES, AND REPORTING**

**2.9.01. Statement of Purpose.**

This Administrative Policy is intended to provide a framework for the development of the City of Laguna Woods' budget, with an emphasis on balance, transparency, fiscal responsibility, and long-term planning, as well as related financial reporting.

**2.9.02. Budget Periods.**

The City operates on a fiscal year beginning on July 1 and ending on the following June 30. The City Manager shall present a proposed biennial fiscal years budget to the City Council no later than June 30 of each odd-numbered year.

**2.9.03. Budget Adoption.**

The City Council shall adopt a budget for the upcoming two fiscal years no later than June 30 of each odd-numbered year. Such adoption shall occur at a public meeting duly noticed pursuant to all applicable provisions of California Government Code (Ralph M. Brown Act). Members of the public shall have an opportunity to comment on the proposed budget prior to adoption.

**2.9.04. Budget Standards.**

1. The budget and the underlying accounting shall be prepared in accordance with applicable law and Generally Accepted Accounting Principles (GAAP) for municipal governments on a modified accrual basis.
2. The budget shall be adopted at the fund level. Sufficient detail shall be provided in accompanying narrative to describe significant programs, projects, and services, as well as employee staffing levels.
3. The budget shall be developed using conservative projections of revenue and expenditure levels. Projections shall consider economic forecasts and data from multiple sources, including independent analysis of the two largest sources of ongoing General Fund revenue – property tax and sales tax.

## ITEM 6.1 – Exhibit A to Attachment A

4. The budget development process is intended to weigh competing requests for City resources within anticipated fiscal constraints. Notwithstanding emergency needs and circumstances that may dictate otherwise, requests for new, ongoing programs made outside of the budget development process are discouraged.
5. Current fiscal year revenues should fund current fiscal year expenditures. Use of the unassigned General Fund balance should be limited to one-time projects, capital improvement projects, the payment of long-term liabilities for periods beyond the current fiscal year, and emergency expenditures.
6. Unless specifically restricted by law, GAAP, a funding source, or an agreement, revenues shall be deposited in the General Fund and allocated in accordance with this Administrative Policy. Restricted revenues shall be deposited and allocated as required, including in a manner that ensures that revenues are spent and/or obligated for eligible purposes within required timeframes.
7. Grant funds are often distributed on a reimbursement basis, meaning that the City is required to make expenditures in advance of receiving the offsetting revenue. The unassigned General Fund balance may be used to make temporary “loans” to grant-funded programs, projects, and services until reimbursements are received. Such temporary “loans” are not reflected in the budget.
8. In order to assist with the long-term development of funding for major capital improvement projects on public property, an 11-year Capital Improvement Program (CIP) for “major capital improvements projects” shall be adopted as a part of each budget. To comply with Orange County Transportation Authority requirements for maintaining eligibility to receive Measure M2 (OC Go) funds, a CIP shall also be adopted at each fiscal year intervening biennial budget adoptions. The adoption of intervening CIPs may also necessitate amendment of adopted budgets. A “major capital improvement project” is any project that meets the definition of a “public project” in California Public Contracts Code Section 22002, including “construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work” of facilities owned, leased, or operated by the City, as well as any non-minor “painting or repainting.” Maintenance is not considered a public project. A “major capital improvement project” also includes pavement management work included in the City’s 10-year Pavement Management Plan, work that is required to be included in the CIP for Measure M2 (OC Go) eligibility, and any other project so-designated by the City Council.

9. While the first two years of the 11-year CIP are included in the budget, the City Council shall retain the ability to modify the CIP at its discretion and no funding commitment is created by the inclusion of unfunded projects or projects phased for future fiscal years.
10. With the exception of CIP and non-operating project budgets, which shall be automatically carried over until the project is completed, carryovers of budget appropriations between fiscal years require approval of the City Council. All carryovers of budget appropriations between fiscal years shall be finalized and all necessary accounting entries made within 60 days of the submission of each Annual Comprehensive Financial Report to the City Council. Once a CIP or non-operating project is completed, the balance remaining within the budget shall be automatically returned to the fund from which it originated.

#### **2.9.05. Budget Adjustments.**

During fiscal years, circumstances may require adjustment of the appropriations established in the adopted budget. The City Manager is authorized to make budget adjustments within adopted fund-level appropriations, and may also reduce adopted fund-level appropriations, based on economic conditions or the needs of the City. Increases in adopted-fund level appropriations require City Council approval.

#### **2.9.06. Reserves and Fund Balance.**

Reserves are a key component of fiscal responsibility and financial resilience. They provide the City with options for responding to unanticipated events and risk.

Reserves are set aside as a part of fund balance. The term “fund balance” is used to describe the net position of the General Fund and other governmental funds. There are five categories of fund balance recognized by the Governmental Accounting Standards Board: *nonspendable*, *restricted*, *committed*, *assigned*, and *unassigned*. The committed, assigned, and unassigned categories are collectively known as “unrestricted fund balance.” Unrestricted fund balance may be considered the financial resources that are available, or are capable of being made available, for periodic, unanticipated, and emergency needs, without limitation.

The City shall evaluate the adequacy of the overall target for committed and assigned reserves and individual targets by reserve category contained in this Administrative Policy at least as frequently as each biennial budget development process. In doing so, the City shall consider current and future risk and funding obligations that may

impact reserve levels, as well as best practices established by the Government Finance Officers Association and other authoritative entities.

The time and method for replenishment of reserves shall be defined following use thereof, based on the category of reserve, reason required, amount used, and other relevant factors. The City shall strive to replenish reserve balances within three years of use. Funds for replenishment may be drawn from one-time revenues, excess revenues, year-end surpluses, reductions in appropriations, or other means deemed appropriate at the time reserve funds are used. A long-term perspective shall be considered when evaluating methods for replenishment.

#### Overall Target for Committed and Assigned Reserves

Based on risk assessment and long-term projection of potential reserve needs, the overall target for committed and assigned reserves shall be established in an amount equal to at least 50% of the adopted General Fund revenue budget at the beginning of each fiscal year (July 1), less any one-time revenues and non-operating revenues. Although annual revenues may fluctuate, they have historically been more stable than annual appropriations, allowing for greater consistency in committed and assigned reserve calculations year-over-year. The fund balance equal to the overall target for committed and assigned reserves shall be allocated first to other committed and assigned reserves and then to the General Fund Contingency Fund.

#### Committed and Assigned Reserves

##### *Paid Leave Contingency Reserve*

The City shall maintain a Paid Leave Contingency Reserve with an annual target equal to projected accrued paid leave balances at the end of each fiscal year (June 30), in accordance with the City's paid leave policies and obligations. An estimate of the annual target shall be adopted as a part of the City's budget and finalized by City Council action after fiscal-year-end calculations are available. The City Manager is authorized to make expenditures from the Paid Leave Contingency Reserve in amounts necessary to comply with the City's paid leave policies and obligations (e.g., the payment of accrued paid leave upon an employee's separation from the City). The Administrative Services Director/City Treasurer shall notify the City Council of all expenditures made from the Paid Leave Contingency Reserve as a part of the quarterly budget reporting described in Section 2.9.09.

### *Self-Insurance Contingency Reserve*

The City shall maintain a Self-Insurance Contingency Reserve for liability and workers' compensation claim settlements not covered by insurance policies. In developing the annual target for this reserve, the City shall consider its five-year claims settlement history, the status of any pending claims, and any reasonably anticipated future claims activity. The City Manager is authorized to make expenditures from the Self-Insurance Contingency Reserve of up to \$50,000 per individual claim settlement. The Administrative Services Director/City Treasurer shall notify the City Council of all expenditures made from the Self-Insurance Contingency Reserve as a part of the quarterly budget reporting described in Section 2.9.09. Expenditures from the Self-Insurance Contingency Reserve in excess of \$50,000 per individual claim settlement require approval of the City Council.

### *General Contingency Reserve*

The City shall maintain a General Contingency Reserve for economic uncertainty, operating contingencies, and emergencies caused by calamitous events. This reserve shall be established, annually, in an amount not less than the current overall target for total reserves less the amounts set aside for other reserves. Expenditures from the General Contingency Reserve require City Council approval.

### Unassigned General Fund Balance

In addition to committed and assigned reserves, unassigned General Fund balance is available for any governmental purpose and can be appropriated upon direction from the City Council. Use of the unassigned General Fund balance should be limited to one-time projects, capital improvement projects, the payment of long-term liabilities for periods beyond the current fiscal year, and emergency expenditures.

### **2.9.07. Unfunded Accrued Liability for Retirement Plans.**

The City shall maintain an irrevocable Internal Revenue Code Section 115 trust fund to prefund employer contributions to California Public Employees' Retirement System (CalPERS) pension plans.

The City shall consider making lump sum payments to reduce unfunded accrued liability for CalPERS pension plans at least as frequently as each biennial budget development process. The City shall strive to maintain an at least 80% funded level for all CalPERS pension plans.

**2.9.08. Other Post-Employment Benefits Trust Fund.**

The City shall maintain an irrevocable Internal Revenue Code Section 115 trust fund to prefund other post-employment benefit (OPEB) liability incurred as a result of state-mandated retiree medical obligations. The City shall strive to maintain an at least 80% prefunding level calculated at least as frequently as CalPERS requires employers to prepare actuarial valuations of OPEB liability for participation in the California Employers' Retiree Benefit Trust Fund. Contributions to the OPEB Trust Fund require approval of the City Council. Expenditures from the OPEB Trust Fund shall be made in a manner approved by the City Council.

**2.9.09. Reporting.**

1. The Administrative Services Director/City Treasurer shall prepare and submit an Annual Comprehensive Financial Report (ACFR) with each of the sections prescribed by GASB, including an independent audit performed by a qualified firm, to the City Council within eight months of the end of each fiscal year. The City shall strive for submission of the ACFR to the City Council within six months of the end of each fiscal year and an unqualified audit opinion.
2. The Administrative Services Director/City Treasurer shall prepare and submit a quarterly budget report to the City Council within 60 days of the end of each quarter. The report shall include actual year-to-date revenues and expenditures by fund; information regarding any change in revenue projections or anticipated expenditures that is likely to impact the ability to carry out budgeted activities; and, notification of all expenditures made from the Paid Leave Contingency Fund and Self-Insurance Contingency Fund during the subject quarter.
3. The Administrative Services Director/City Treasurer shall prepare and submit a monthly investment report to the City Council within 30 days of the end of each month. The report shall include the information specified in Section 2.2.17 of Administrative Policy 2.2.
4. The City Council may request additional or supplemental budget, investment, or financial reports at any time by providing direction to the City Manager.

**2.9.10. Relationship to Federal and State Laws.**

Where federal or state laws are more restrictive than or contradict this Administrative Policy, such laws shall take precedence. Where this Administrative Policy is more

ITEM 6.1 – Exhibit A to Attachment A

restrictive than federal or state laws, this Administrative Policy shall take precedence. The Administrative Services Director/City Treasurer shall advise the City Council of any contradictions of federal or state law for consideration during each biennial budget development process.

---

City Council Adoption: June XX, 2021

*This page is intentionally blank.*

**CITY OF LAGUNA WOODS  
ADMINISTRATIVE POLICY 2.9**

**BUDGETING, RESERVES, AND REPORTING**

**2.9.01. Statement of Purpose.**

This Administrative Policy is intended to provide a framework for the development of the City of Laguna Woods' budget, with an emphasis on balance, transparency, fiscal responsibility, and long-term planning, as well as related financial reporting.

**2.9.02. Budget Periods.**

The City operates on a fiscal year beginning on July 1 and ending on the following June 30. The City Manager shall present a proposed biennial fiscal years budget to the City Council no later than June 30 of each odd-numbered year.

**2.9.03. Budget Adoption.**

The City Council shall adopt a budget for the upcoming two fiscal years no later than June 30 of each odd-numbered year. Such adoption shall occur at a public meeting duly noticed pursuant to all applicable provisions of California Government Code (Ralph M. Brown Act). Members of the public shall have an opportunity to comment on the proposed budget prior to adoption.

**2.9.04. Budget Standards.**

1. The budget and the underlying accounting shall be prepared in accordance with applicable law and Generally Accepted Accounting Principles (GAAP) for municipal governments on a modified accrual basis.
2. The budget shall be adopted at the fund level. Sufficient detail shall be provided in accompanying narrative to describe significant programs, projects, and services, as well as employee staffing levels.
3. The budget shall be developed using conservative projections of revenue and expenditure levels. Projections shall consider economic forecasts and data from multiple sources, including independent analysis of the two largest sources of ongoing General Fund revenue – property tax and sales tax.

4. The budget development process is intended to weigh competing requests for City resources within anticipated fiscal constraints. Notwithstanding emergency needs and circumstances that may dictate otherwise, requests for new, ongoing programs made outside of the budget development process are discouraged.
5. Current fiscal year revenues should fund current fiscal year expenditures. Use of the unassigned General Fund balance should be limited to one-time projects, capital improvement projects, the payment of long-term liabilities for periods beyond the current fiscal year, and emergency expenditures.
6. Unless specifically restricted by law, GAAP, a funding source, or an agreement, revenues shall be deposited in the General Fund and allocated in accordance with this Administrative Policy. Restricted revenues shall be deposited and allocated as required, including in a manner that ensures that revenues are spent and/or obligated for eligible purposes within required timeframes.
7. Grant funds are often distributed on a reimbursement basis, meaning that the City is required to make expenditures in advance of receiving the offsetting revenue. The unassigned General Fund balance may be used to make temporary “loans” to grant-funded programs, projects, and services until reimbursements are received. Such temporary “loans” are not reflected in the budget.
8. In order to assist with the long-term development of funding for major capital improvement projects on public property, an 11-year Capital Improvement Program (CIP) for “major capital improvements projects” shall be adopted as a part of each budget. To comply with Orange County Transportation Authority requirements for maintaining eligibility to receive Measure M2 (OC Go) funds, a CIP shall also be adopted at each fiscal year intervening biennial budget adoptions. The adoption of intervening CIPs may also necessitate amendment of adopted budgets. A “major capital improvement project” is any project that meets the definition of a “public project” in California Public Contracts Code Section 22002, including “construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work” of facilities owned, leased, or operated by the City, as well as any non-minor “painting or repainting.” Maintenance is not considered a public project. A “major capital improvement project” also includes pavement management work included in the City’s 10-year Pavement Management Plan, ~~and~~ work that is required to be included in the CIP for Measure M2 (OC Go) eligibility, and any other project so-designated by the City Council.

9. While the first two years of the 11-year CIP are included in the budget, the City Council shall retain the ability to modify the CIP at its discretion and no funding commitment is created by the inclusion of unfunded projects or projects phased for future fiscal years.
10. With the exception of CIP and non-operating project budgets, which shall be automatically carried over until the project is completed, carryovers of budget appropriations between fiscal years require approval of the City Council. All carryovers of budget appropriations between fiscal years shall be finalized and all necessary accounting entries made within 60 days of the submission of each ~~Comprehensive~~ Annual Comprehensive Financial Report to the City Council. Once a CIP or non-operating project is completed, the balance remaining within the budget shall be automatically returned to the fund from which it originated.

#### **2.9.05. Budget Adjustments.**

During fiscal years, circumstances may require adjustment of the appropriations established in the adopted budget. The City Manager is authorized to make budget adjustments within adopted fund-level appropriations, and may also reduce adopted fund-level appropriations, based on economic conditions or the needs of the City. Increases in adopted-fund level appropriations require City Council approval.

#### **2.9.06. Reserves and Fund Balance.**

Reserves are a key component of fiscal responsibility and financial resilience. They provide the City with options for responding to unanticipated events and risk.

Reserves are set aside as a part of fund balance. The term “fund balance” is used to describe the net position of the General Fund and other governmental funds. There are five categories of fund balance recognized by the Governmental Accounting Standards Board ~~(GASB)~~: *nonspendable, restricted, committed, assigned, and unassigned*. The committed, assigned, and unassigned categories are collectively known as “unrestricted fund balance.” Unrestricted fund balance may be considered the financial resources that are available, or are capable of being made available, for periodic, unanticipated, and emergency needs, without limitation.

The City shall evaluate the adequacy of the overall target for committed and assigned reserves and individual targets by reserve category contained in this Administrative Policy at least as frequently as each biennial budget development process. In doing so, the City shall consider current and future risk and funding obligations that may

impact reserve levels, as well as best practices established by the Government Finance Officers Association and other authoritative entities.

The time and method for replenishment of reserves shall be defined following use thereof, based on the category of reserve, reason required, amount used, and other relevant factors. The City shall strive to replenish reserve balances within three years of use. Funds for replenishment may be drawn from one-time revenues, excess revenues, year-end surpluses, reductions in appropriations, or other means deemed appropriate at the time reserve funds are used. A long-term perspective shall be considered when evaluating methods for replenishment.

#### Overall Target for Committed and Assigned Reserves

Based on risk assessment and long-term projection of potential reserve needs, the overall target for committed and assigned reserves shall be established in an amount equal to at least 50% of the adopted General Fund revenue budget at the beginning of each fiscal year (July 1), less any one-time revenues and non-operating revenues. Although annual revenues may fluctuate, they have historically been more stable than annual appropriations, allowing for greater consistency in committed and assigned reserve calculations year-over-year. The fund balance equal to the overall target for committed and assigned reserves shall be allocated first to other committed and assigned reserves and then to the General Fund Contingency Fund.

#### Committed and Assigned Reserves

##### *Paid Leave Contingency Reserve*

The City shall maintain a Paid Leave Contingency Reserve with an annual target equal to projected accrued paid leave balances at the end of each fiscal year (June 30), in accordance with the City's paid leave policies and obligations. An estimate of the annual target shall be adopted as a part of the City's budget and finalized by City Council action after fiscal-year-end calculations are available. The City Manager is authorized to make expenditures from the Paid Leave Contingency Reserve in amounts necessary to comply with the City's paid leave policies and obligations (e.g., the payment of accrued paid leave upon an employee's separation from the City). The Administrative Services Director/City Treasurer shall notify the City Council of all expenditures made from the Paid Leave Contingency Reserve as a part of the quarterly budget reporting described in Section 2.9.09.

*Self-Insurance Contingency Reserve*

The City shall maintain a Self-Insurance Contingency Reserve for liability and workers' compensation claim settlements not covered by insurance policies. In developing the annual target for this reserve, the City shall consider its five-year claims settlement history, the status of any pending claims, and any reasonably anticipated future claims activity. The City Manager is authorized to make expenditures from the Self-Insurance Contingency Reserve of up to \$50,000 per individual claim settlement. The Administrative Services Director/City Treasurer shall notify the City Council of all expenditures made from the Self-Insurance Contingency Reserve as a part of the quarterly budget reporting described in Section 2.9.09. Expenditures from the Self-Insurance Contingency Reserve in excess of \$50,000 per individual claim settlement require approval of the City Council.

*General Contingency Reserve*

The City shall maintain a General Contingency Reserve for economic uncertainty, operating contingencies, and emergencies caused by calamitous events. This reserve shall be established, annually, in an amount not less than the current overall target for total reserves less the amounts set aside for other reserves. Expenditures from the General Contingency Reserve require City Council approval.

Unassigned General Fund Balance

In addition to committed and assigned reserves, unassigned General Fund balance is available for any governmental purpose and can be appropriated upon direction from the City Council. Use of the unassigned General Fund balance should be limited to one-time projects, capital improvement projects, the payment of long-term liabilities for periods beyond the current fiscal year, and emergency expenditures.

**2.9.07. Unfunded Accrued Liability for Retirement Plans.**

The City shall maintain an irrevocable Internal Revenue Code Section 115 trust fund to prefund employer contributions to California Public Employees' Retirement System (CalPERS) pension plans.

The City shall consider making lump sum payments to reduce unfunded accrued liability for ~~California Public Employees' Retirement System (CalPERS)~~ pension plans at least as frequently as each biennial budget development process. The City shall strive to maintain an at least 80% funded level for all CalPERS pension plans.

**2.9.08. Other Post-Employment Benefits Trust Fund.**

The City shall maintain an irrevocable Internal Revenue Code Section 115 trust fund to prefund other post-employment benefit (OPEB) liability incurred as a result of state-mandated retiree medical obligations. The City shall strive to maintain an at least 80% prefunding level calculated at least as frequently as CalPERS requires employers to prepare actuarial valuations of OPEB liability for participation in the California Employers' Retiree Benefit Trust Fund. Contributions to the OPEB Trust Fund require approval of the City Council. Expenditures from the OPEB Trust Fund shall be made in a manner approved by the City Council.

**2.9.09. Reporting.**

1. The Administrative Services Director/City Treasurer shall prepare and submit ~~an Comprehensive~~ Annual Comprehensive Financial Report (~~CAFR~~ACFR) with each of the sections prescribed by GASB, including an independent audit performed by a qualified firm, to the City Council within eight months of the end of each fiscal year. The City shall strive for submission of the ~~CAFR~~ACFR to the City Council within six months of the end of each fiscal year and an unqualified audit opinion.
2. The Administrative Services Director/City Treasurer shall prepare and submit a quarterly budget report to the City Council within 60 days of the end of each quarter. The report shall include actual year-to-date revenues and expenditures by fund; information regarding any change in revenue projections or anticipated expenditures that is likely to impact the ability to carry out budgeted activities; and, notification of all expenditures made from the Paid Leave Contingency Fund and Self-Insurance Contingency Fund during the subject quarter.
3. The Administrative Services Director/City Treasurer shall prepare and submit a monthly investment report to the City Council within 30 days of the end of each month. The report shall include the information specified in Section 2.2.17 of Administrative Policy 2.2.
4. The City Council may request additional or supplemental budget, investment, or financial reports at any time by providing direction to the City Manager.

**2.9.10. Relationship to Federal and State Laws.**

Where federal or state laws are more restrictive than or contradict this Administrative Policy, such laws shall take precedence. Where this Administrative Policy is more restrictive than federal or state laws, this Administrative Policy shall take precedence. The Administrative Services Director/City Treasurer shall advise the City Council of any contradictions of federal or state law for consideration during each biennial budget development process.

---

| City Council Adoption: June ~~19, 2019~~XX, 2021

REDLINE

*This page is intentionally blank.*

**6.2**  
**LANDSCAPE ARCHITECTURE AND**  
**LANDSCAPE PLAN REVIEW SERVICES**

*This page is intentionally blank.*

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
NUVIS  
FOR LANDSCAPE ARCHITECTURE AND LANDSCAPE PLAN REVIEW SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of July 2021 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and NUVIS ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2021 and ending at 11:59 p.m. on June 30, 2023. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2024.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

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

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

## ITEM 6.2 – Attachment A

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

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

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

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

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

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

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

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

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

## ITEM 6.2 – Attachment A

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

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

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

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

### **SECTION 8. STATUS OF CONSULTANT.**

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

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

## ITEM 6.2 – Attachment A

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.**

## ITEM 6.2 – Attachment A

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

## ITEM 6.2 – Attachment A

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

local law, statute, code, ordinance, regulation, or rule.

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

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

(d) CONSULTANT's duty to defend shall follow the requirements of California Civil Code Section 2782.8, which requires that CONSULTANT's indemnity and duty to defend must arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional CONSULTANT. In no event shall the cost to defend charged to the design professional CONSULTANT exceed the design professional's proportionate percentage of fault.

#### **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, pandemics, strikes, embargoes, and unusually severe weather. The term and price of this



**SECTION 27. WAIVER.**

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

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

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

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

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

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

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

This AGREEMENT, its provisions, and its covenants, are for the sole and exclusive benefit of CITY and CONSULTANT. No other parties or entities are intended to be, nor shall

ITEM 6.2 – Attachment A

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 \_\_\_\_\_  
Shari L. Horne, Mayor

**CONSULTANT:**

By \_\_\_\_\_  
Perry A. Cardoza, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

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

CONSULTANT shall perform and complete landscape architecture and landscape plan review services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

CONSULTANT shall be available on short-term notice to provide services on an as-needed, task order basis. When CITY identifies a need for services, CITY shall coordinate with CONSULTANT to identify the appropriate personnel type and amount of time necessary to provide the required level of service. CONSULTANT shall take all reasonable steps to provide the requested services in a timely manner.

As requested by CITY, tasks may include, but are not limited to, the following:

- **Design of City Projects**
  - Developing conceptual plans, design schemes, plant palettes, construction plans, technical specifications, irrigation plans, and landscape documentation packages as required by Laguna Woods Municipal Code Chapter 10.03, as may change from time-to-time, including coordination with CITY staff, CITY's City Engineer, CITY's Building Official, the El Toro Water District, utilities, etc.;
  - Developing budgets, cost estimates, and bid schedules; and
  - Assisting with bid processes.
  
- **Construction Administration for CITY Projects**
  - Facilitating and participating in pre-construction, construction progress, and post-construction meetings, including preparing documentation thereof;
  - Reviewing, negotiating, and acting on (e.g., determining completeness, approving, approving with conditions, and denying) contractor submittals;
  - Reviewing, negotiating, and making recommendations related to change orders;
  - Preparing reports, addenda, and responses to requests for information; and
  - Conducting inspections and preparing reports and punch lists.
  
- **Planning for CITY Projects**
  - Developing master plans, management plans, and operations and maintenance plans, including coordination with public and private parties.
  
- **Development Plan Review of CITY and Private Projects<sup>1</sup>**
  - Reviewing and acting on tree removal and replacement requests;
  - Reviewing and acting on landscape plans; and
  - Reviewing and acting on landscape documentation packages as required by Laguna Woods Municipal Code Chapter 10.03, as may change from time-to-time.

- **Other**
  - Conducting evaluations of contract landscape maintenance services;
  - Participating in and making presentations at public meetings/events; and
  - Assisting with the preparation of landscape-related grant applications.

<sup>1</sup> When CITY receives a private development application for which plan review services are required, CITY shall distribute the application materials and a scope of work to CONSULTANT. CONSULTANT shall comply with all applicable governmental processing times, including, but not limited to, the California Permit Streamlining Act, as well as CITY standards as may change and be communicated to CONSULTANT from time-to-time. CONSULTANT shall complete all initial plan reviews and return comments to CITY within ten (10) business days. CONSULTANT shall complete subsequent plan reviews and return comments to CITY within five (5) business days. For the purpose of these plan review “turnaround” requirements, a “business day” is defined as any day excluding Saturdays, Sundays, and federal holidays.

This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for landscape architecture or landscape plan review services.

**Other Requirements**

CONSULTANT shall designate a primary point of contact to whom CITY shall distribute all service requests. CONSULTANT’s primary point of contact or a designated alternate point of contact shall be available by telephone at all times Monday through Friday, 8 a.m. to 5 p.m., excluding federal holidays.

CONSULTANT shall maintain in-house expertise or the ability to retain qualified subcontractors with the following certifications/licenses to provide technical assistance and support:

- Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP);
- American Society of Consulting Arborists’ (ASCA) Registered Consulting Arborist (RCA) or International Society of Arboriculture (ISA) Certified Arborist; and
- Licensed professionals to provide landscape-related engineering services.

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

CONSULTANT's rates shall be as follows:

*Table B-1: Compensation Schedule*

Personnel Type	Rate*
Corporate Principal	\$200 per hour
Principal	\$170 per hour
Senior Associate	\$155 per hour
Associate	\$140 per hour
CAD Technician I	\$130 per hour
CAD Technician II	\$120 per hour
Administrative	\$85 per hour

\* All "per hour" services and other rates set forth in Table B-1 shall be provided on an as-needed basis with no specific, minimum, or expected amount of work or compensation.

The rates set forth in Table B-1 are all inclusive, with the exception of plan check, permit, and other related fees; reprographics costs; courier/ mailing services, and subcontractor services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts). All services not set forth in Table B-1 shall be subject to a 15% markup over cost and may only be utilized by CONSULTANT with prior written approval of CITY. CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; food; drink; or, computer, voice, and data line usage.

**Rate Changes**

The rates set forth in Table B-1 shall not change during the term of this AGREEMENT.

**Other Notes**

The rates set forth in Table B-1 are "all inclusive". CITY shall not provide separate or supplemental compensation to CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

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

## ITEM 6.2 – Attachment A

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

## ITEM 6.2 – Attachment A

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.

*This page is intentionally blank.*

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
RJM DESIGN GROUP, INC.  
FOR LANDSCAPE ARCHITECTURE AND LANDSCAPE PLAN REVIEW SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 7th day of June 2021 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and RJM Design Group, Inc. ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on June 7, 2021 and ending at 11:59 p.m. on June 30, 2023. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2024.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

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

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This

## ITEM 6.2 – Attachment B

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

## ITEM 6.2 – Attachment B

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.**

## ITEM 6.2 – Attachment B

(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 INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents,

## ITEM 6.2 – Attachment B

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.

(d) CONSULTANT's duty to defend shall follow the requirements of California Civil Code Section 2782.8, which requires that CONSULTANT's indemnity and duty to defend must arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional CONSULTANT. In no event shall the cost to defend charged to the design professional CONSULTANT exceed the design professional's proportionate percentage of fault.

### **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

## ITEM 6.2 – Attachment B

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

ITEM 6.2 – Attachment B

enemy, acts of federal, state, or local governments, court orders, fires, floods, epidemics, pandemics, 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: RJM Design Group, Inc.  
ATTN: President  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675

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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council or City Manager of CITY.

## ITEM 6.2 – Attachment B

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.**

**ITEM 6.2 – Attachment B**

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 \_\_\_\_\_  
Shari L. Horne, Mayor

**CONSULTANT:**

By \_\_\_\_\_  
Larry P. Ryan, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

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

CONSULTANT shall perform and complete landscape architecture and landscape plan review services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

CONSULTANT shall be available on short-term notice to provide services on an as-needed, task order basis. When CITY identifies a need for services, CITY shall coordinate with CONSULTANT to identify the appropriate personnel type and amount of time necessary to provide the required level of service. CONSULTANT shall take all reasonable steps to provide the requested services in a timely manner.

As requested by CITY, tasks may include, but are not limited to, the following:

- **Design of City Projects**
  - Developing conceptual plans, design schemes, plant palettes, construction plans, technical specifications, irrigation plans, and landscape documentation packages as required by Laguna Woods Municipal Code Chapter 10.03, as may change from time-to-time, including coordination with CITY staff, CITY's City Engineer, CITY's Building Official, the El Toro Water District, utilities, etc.;
  - Developing budgets, cost estimates, and bid schedules; and
  - Assisting with bid processes.
  
- **Construction Administration for CITY Projects**
  - Facilitating and participating in pre-construction, construction progress, and post-construction meetings, including preparing documentation thereof;
  - Reviewing, negotiating, and acting on (e.g., determining completeness, approving, approving with conditions, and denying) contractor submittals;
  - Reviewing, negotiating, and making recommendations related to change orders;
  - Preparing reports, addenda, and responses to requests for information; and
  - Conducting inspections and preparing reports and punch lists.
  
- **Planning for CITY Projects**
  - Developing master plans, management plans, and operations and maintenance plans, including coordination with public and private parties.
  
- **Development Plan Review of CITY and Private Projects<sup>1</sup>**
  - Reviewing and acting on tree removal and replacement requests;
  - Reviewing and acting on landscape plans; and
  - Reviewing and acting on landscape documentation packages as required by Laguna Woods Municipal Code Chapter 10.03, as may change from time-to-time.

- **Other**
  - Conducting evaluations of contract landscape maintenance services;
  - Participating in and making presentations at public meetings/events; and
  - Assisting with the preparation of landscape-related grant applications.

<sup>1</sup> When CITY receives a private development application for which plan review services are required, CITY shall distribute the application materials and a scope of work to CONSULTANT. CONSULTANT shall comply with all applicable governmental processing times, including, but not limited to, the California Permit Streamlining Act, as well as CITY standards as may change and be communicated to CONSULTANT from time-to-time. CONSULTANT shall complete all initial plan reviews and return comments to CITY within ten (10) business days. CONSULTANT shall complete subsequent plan reviews and return comments to CITY within five (5) business days. For the purpose of these plan review “turnaround” requirements, a “business day” is defined as any day excluding Saturdays, Sundays, and federal holidays.

This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for landscape architecture or landscape plan review services.

**Other Requirements**

CONSULTANT shall designate a primary point of contact to whom CITY shall distribute all service requests. CONSULTANT’s primary point of contact or a designated alternate point of contact shall be available by telephone at all times Monday through Friday, 8 a.m. to 5 p.m., excluding federal holidays.

CONSULTANT shall maintain in-house expertise or the ability to retain qualified subcontractors with the following certifications/licenses to provide technical assistance and support:

- Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP);
- American Society of Consulting Arborists’ (ASCA) Registered Consulting Arborist (RCA) or International Society of Arboriculture (ISA) Certified Arborist; and
- Licensed professionals to provide landscape-related engineering services.

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

CONSULTANT’s rates shall be as follows:

*Table B-1: Compensation Schedule*

Personnel Type	Rate*
Principal Landscape Architect	\$175 - \$195 per hour
Associate Landscape Architect	\$160 - \$170 per hour
Landscape Architect	\$145 - \$155 per hour
Job Captain / Landscape Designer	\$130 - \$140 per hour
CADD Technician / Graphics	\$115 - \$125 per hour
Clerical	\$85 per hour

\* All “per hour” services and other rates set forth in Table B-1 shall be provided on an as-needed basis with no specific, minimum, or expected amount of work or compensation.

The rates set forth in Table B-1 are all inclusive, with the exception of plan check, permit, and other related fees; reprographics costs; courier/ mailing services, and subcontractor services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts). All services not set forth in Table B-1 shall be subject to a 15% markup over cost and may only be utilized by CONSULTANT with prior written approval of CITY. CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; food; drink; or, computer, voice, and data line usage.

**Rate Changes**

CONSULTANT’s rates shall increase on August 1 of each calendar year (beginning on August 1, 2022) in the amount of any increase in the Bureau of Labor Statistics’ Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U), between May of the then-current and previous years.

**Other Notes**

The rates set forth in Table B-1 are “all inclusive”. CITY shall not provide separate or supplemental compensation to CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

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

## ITEM 6.2 – Attachment B

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 (or 10 days' prior written notice if due to non-payment of premium) by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

1. CONSULTANT shall furnish certificates and endorsements from each

## ITEM 6.2 – Attachment B

subcontractor identical to those CONSULTANT provides.

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

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

*This page is intentionally blank.*

## **6.3 SENIOR MOBILITY PROGRAM**

*This page is intentionally blank.*

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

**COOPERATIVE AGREEMENT NO. C-1-3242**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**THE CITY OF LAGUNA WOODS**

**FOR**

**SENIOR MOBILITY PROGRAM**

**THIS COOPERATIVE AGREEMENT** (“Agreement”), is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (herein referred to as “AUTHORITY”) and the City of Laguna Woods, 24264 El Toro Road, Laguna Woods, California 92637 (hereinafter referred to as “CITY”) each individually known as “PARTY” and collectively known as “PARTIES”.

**RECITALS:**

**WHEREAS**, CITY is desirous of obtaining transportation services for seniors of CITY; and

**WHEREAS**, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

**WHEREAS**, this Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing an SMP for senior transportation; and

**WHEREAS**, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

**WHEREAS**, AUTHORITY and CITY agree to comply with all elements of the SMP Project U Funding and Policy Guidelines (SMP Guidelines); and

**WHEREAS**, AUTHORITY’s Board of Directors approved this Agreement on \_\_\_\_\_, 2021;

1           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

2           **ARTICLE 1. COMPLETE AGREEMENT**

3           A. This Agreement, including any attachments incorporated herein and made applicable by  
4 reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this  
5 Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings,  
6 and communications. The invalidity in whole or in part of any term or condition of this Agreement shall  
7 not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals  
8 are true and correct and are incorporated by reference herein.

9           B. AUTHORITY's failure to insist on any instance(s) upon CITY's performance of any term(s) or  
10 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's  
11 right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation  
12 in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall  
13 not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized  
14 representative of AUTHORITY by way of a written amendment to this Agreement and issued in  
15 accordance with the provisions of this Agreement.

16           C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or  
17 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such  
18 performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in  
19 respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not  
20 be binding upon CITY except when specifically confirmed in writing by an authorized representative of  
21 CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of  
22 this Agreement.

23           **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

24           A. AUTHORITY agrees to provide funds per the SMP Guidelines:

25                 1. Services provided under the SMP are available to individuals sixty (60) years of  
26 age and older.

1                   2.       Funds for the program are identified as one percent (1%) of Renewed Measure M  
2 (M2), also called OC GO, net sales tax revenue (Net Revenue) and will be allocated to all local  
3 jurisdictions based upon the participating entity's respective percentage of the senior population of the  
4 entire County.

5                   3.       Senior population will be determined by using the most current official decennial  
6 Census information provided by the U.S. Census Bureau.

7                   4.       All active participants will receive their portion of funding on a bi-monthly basis.

8                   B.       AUTHORITY agrees that Net Revenues allocated shall be expended within three (3)  
9 years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not  
10 be granted beyond a total of five (5) years from the date of the initial funding allocation.

11                  C.       In the event the time limits for use of Net Revenues are not satisfied, then any retained  
12 Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned  
13 to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to  
14 any project within the same source program at the discretion of AUTHORITY.

15                  D.       AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus  
16 paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation.  
17 CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of  
18 Five Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

19                   **ARTICLE 3.   RESPONSIBILITIES OF CITY**

20                  A.       CITY must satisfy all M2 eligibility criteria, as specified in the Orange County Local  
21 Transportation Authority Ordinance No. 3, Attachment B, Section III, in order to receive their formula  
22 allocation for the SMP.

23                  B.       CITY agrees that all funds received from AUTHORITY as specified in Article 2A above  
24 will be used exclusively for providing accessible senior transportation services as specified in  
25 Exhibit A, entitled "Senior Mobility Program Agency Service Plan."

26 /

1 C. CITY agrees to comply with all elements of the SMP Guidelines as specified in  
2 Exhibit A, Attachment 1.

3 D. CITY agrees that Net Revenues allocated shall be expended within three (3) years of  
4 receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be  
5 granted beyond a total of five (5) years from the date of the initial funding allocation.

6 E. In the event the time limits for use of Net Revenues are not satisfied, any retained Net  
7 Revenues that were allocated to CITY and interest earned thereon shall be returned to AUTHORITY and  
8 these Net Revenues and interest earned thereon shall be available for allocation to any project within the  
9 same source program at the discretion of AUTHORITY.

10 F. CITY agrees to match twenty percent (20%) of the total annual program expenditures.  
11 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

12 G. CITY may contract with a third-party service provider to provide senior transportation  
13 services provided that:

- 14 1. Contractor is selected using a competitive procurement process; and
- 15 2. Wheelchair accessible vehicles are available and used when requested.

16 H. CITY shall procure and maintain insurance coverage during the entire term of this  
17 Agreement. Proof of coverage may include commercial insurance, permissible self-insurance or  
18 coverage as provided through a joints powers pool, subject to AUTHORITY review and acceptance.  
19 CITY shall provide the following insurance coverage:

20 1. Commercial General Liability, to include Products/Completed Operations, Independent  
21 Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000 per  
22 occurrence and \$2,000,000 general aggregate;

23 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a  
24 combined single limit of \$1,000,000 each accident;

25 3. Workers' Compensation with limits as required by the State of California including a  
26 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

1           4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy  
2 limit-disease, and \$1,000,000 policy limit employee-disease.

3           I. Proof of such coverage, in the form of an insurance company issued policy endorsement  
4 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of  
5 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days  
6 from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents  
7 designated as additional insured on the general and automobile liability. Such insurance shall be primary  
8 and non-contributive to any insurance or self-insurance maintained by AUTHORITY. CITY shall also  
9 include in each subcontract the stipulation that subcontractor shall maintain coverage in the amounts  
10 required as provided in this Agreement. Subcontractors will be required to include AUTHORITY and other  
11 project stakeholders as (an) additional insured(s) on the commercial general liability, auto, and excess  
12 liability policies.

13           J. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement  
14 Number C-1-3242; and, the Associate Contract Administrator's Name, Luis Martinez.

15           M. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY agrees  
16 to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the  
17 vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title  
18 and registration from AUTHORITY to CITY within thirty (30) calendar days from  
19 taking possession of the vehicle.

20           **ARTICLE 4. TERM OF AGREEMENT**

21           A. This Agreement shall commence July 1, 2021 and shall continue in full force and effect  
22 through June 30, 2026 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

23           B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
24 additional five (5) years, commencing July 1, 2026, and continuing through June 30, 2031 (Option Term),  
25 and thereupon require CITY to continue to provide services, and otherwise perform, in accordance with  
26 Exhibit A.

1 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its  
2 right to terminate the Agreement for AUTHORITY's convenience or CITY's default as provided elsewhere  
3 in this Agreement. The "maximum term" of this Agreement shall be the period extending from  
4 commencement through June 30, 2031, which period encompasses the Initial Term and Option Term.

5 **ARTICLE 5. NOTICES**

6 All notices pertaining to this Agreement and any communications from the PARTIES may be  
7 made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or  
8 certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:	To AUTHORITY:
City of Laguna Woods	Orange County Transportation Authority
24264 El Toro Road Click or tap here to enter text. Laguna Woods, CA 92637	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Name: Christopher Macon Title: City Manager Tel: (949) 639-0525  Email: <a href="mailto:cmacon@cityoflagunawoods.org">cmacon@cityoflagunawoods.org</a>	Attention: Luis Martinez Associate Contract Administrator Tel: (714) 560-5767  E-mail: <a href="mailto:lmartinez1@octa.net">lmartinez1@octa.net</a>

17 **ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS**

18 AUTHORITY and CITY agree that in performance of their obligations under this Agreement,  
19 they shall comply with all applicable federal, California state and local laws, statutes and ordinances  
20 and all lawful orders, rules and regulations promulgated thereunder.

21 **ARTICLE 7. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
23 (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or  
24 incorporated by reference.

25 /

26 **ARTICLE 8. AUDIT AND INSPECTION OF RECORDS**

1 CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's  
2 accounting books, program records, payroll documents and facilities as AUTHORITY deems necessary.  
3 CITY shall maintain such books, records, data and documents in accordance with generally accepted  
4 accounting principles and shall clearly identify and make such items readily accessible to such parties  
5 during CITY's performance hereunder and for a period of five (5) years from the date of final payment by  
6 CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend  
7 to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by  
8 any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

9 **ARTICLE 9. TERMINATION**

10 AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in  
11 whole or in part by giving the other PARTY written notice thereof of not less than thirty (30) days in  
12 advance of the specified date of termination.

13 **ARTICLE 10. INDEMNIFICATION**

14 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,  
15 employees and agents from and against any and all claims (including attorney's fees and reasonable  
16 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage  
17 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY,  
18 its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out  
19 of the performance of this Agreement .

20 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full  
21 indemnification of AUTHORITY.

22 C. As a funding source, AUTHORITY shall not be liable for any claims or losses arising  
23 from CITY as a result of using the fund.

24 /

25 /

26 **ARTICLE 11. ALCOHOL AND DRUG POLICY**

1           A.     CITY agrees to establish and implement an alcohol and drug program that complies with  
2 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement  
3 as Exhibit B. CITY agrees to produce any documentation necessary to establish its compliance with  
4 sections 701-707.

5           B.     Failure to comply with this Article may result in nonpayment or termination of this  
6 Agreement.

7           **ARTICLE 12. FORCE MAJEURE**

8           Either PARTY shall be excused from performing its obligations under this Agreement during  
9 the time and extent that it is prevented from performing by a cause beyond its control, including, but  
10 not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or  
11 facilities by the federal state or local government; national fuel shortage; or a material act of omission  
12 by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and  
13 provided further that such nonperformance is unforeseeable, beyond the control and is not due to the  
14 fault or negligence of the PARTY not performing.

15 /  
16 /  
17 /  
18 /  
19 /  
20 /  
21 /  
22 /  
23 /  
24 /

25           **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement No. C-1-3242 to be  
26 executed as of the date of the last signature below.

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

**CITY OF LAGUNA WOODS**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Christopher Macon  
City Manager

By: \_\_\_\_\_  
Darrell E. Johnson  
Chief Executive Officer

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David B. Cosgrove  
City Attorney

By: \_\_\_\_\_  
James M. Donich  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Beth McCormick  
Executive Director, Operations

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Jennifer L. Bergener  
Chief Operating Officer, Operations/  
Deputy Chief Executive Officer



# Senior Mobility Program

## Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

### Participant Information:

Agency City of Laguna Woods Date December 22, 2020  
 Program Contact Christopher Macon Phone (949) 639-0525  
 Email [cmacon@cityoflagunawoods.org](mailto:cmacon@cityoflagunawoods.org)

### Service Description:

#### 1. Program goals and objectives:

The City's Senior Mobility Program subsidizes the cost of taxi travel for Laguna Woods residents who are at least 60 years of age.

#### Objectives include:

- Offering affordable and discounted taxi services to increase resident mobility
- Improving service to key destinations not readily served by transit
- Improving coordination between transit services to provide more frequent and better-timed connections between services
- Providing an on-call, door-to-door service for residents (demand-response)
- Making transit more accessible and convenient for residents by participating in OCTA marketing and outreach efforts to encourage use of fixed-route transit services by older adults
- Ensuring the safety of resident transit users by maintaining adequate oversight of safety-related aspects of the services provided by a contract service provider

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- |  |   |
|--|---|
| <input type="checkbox"/> Directly-Operated         | <input checked="" type="checkbox"/> Subsidized Taxi Program |
| <input type="checkbox"/> Contract Service Provider | <input type="checkbox"/> Other (Please Describe)            |
| <input type="checkbox"/> Volunteers                |   |

The City contracts with a taxi company and offers subsidized vouchers and travel to residents using said company. Except for certain non-emergency medical trips, all travel is arranged directly between eligible residents and the taxi company on a demand-response basis. The city does not charter buses or directly-operate its own fleet of vehicles using the SMP funds.

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Senior Center | <input checked="" type="checkbox"/> Personal Care                         |
| <input checked="" type="checkbox"/> Nutrition     | <input checked="" type="checkbox"/> Shopping                              |
| <input checked="" type="checkbox"/> Medical       | <input checked="" type="checkbox"/> Social / Recreation (Please Describe) |

Residents may travel to social/recreation destinations within Orange County (e.g., gatherings with family and friends, restaurants, theatres, concert venues, community events, parks, beaches, libraries, museums, educational facilities, financial institutions, religious institutions, places of worship, cemeteries, etc.) with the exception of John Wayne Airport. Social/recreation travel is not permitted outside of Orange County. The city does not charter buses or otherwise organize group travel to casinos, wineries, or any other destination using SMP funds.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

Yes

No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

Medical trips to the Long Beach Veterans Hospital

5. Fare structure:

General travel vouchers ("taxi bucks") save residents 30% of the cost of taxi trips (FY 2020-21). Taxi bucks are available in books valued at \$50 (sold for \$35) and \$100 (sold for \$70). Non-emergency medical transportation ("NEMT") can be arranged by city staff or purchased by travel voucher (select locations only), at rates ranging from \$6 to \$16 one-way, which saves residents between 50% and 87% (FY 2020-21). Irvine Station travel vouchers cost \$10 one-way, which saves residents 60% (FY 2020-21). The fare structure is subject to periodic modification by the City Council and is re-evaluated at least annually.

6. Number of vehicles:

0

7. Projected annual ridership:

5,000

8. Source(s) of 20 percent match funding:

City's General Fund

**Program Requirements:**

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
  - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
  - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
  - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

**IN WITNESS WHEREOF**, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

OCTA REPRESENTATIVE




Name: Christopher Macon

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

Title: City Manager

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

ITEM 6.3 - Attachment A

## **Senior Mobility Program Project U Funding and Policy Guidelines**

November 2018

### **1.0 Overview**

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County participating cities and eligible agencies based upon their senior population. One percent (1%) of M2 net revenue is used to fund the program and participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures.

Included in the SMP are eligible non-profits. These agencies are funded locally and must also comply with the Guidelines.

### **2.0 Objectives**

- To provide for local, community-based senior transportation services.
- To allow participating cities and eligible agencies to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate the Orange County Transportation Authority's (OCTA) fixed route and ACCESS paratransit service.

### **3.0 Eligibility Requirements**

Participation in the SMP is contingent upon maintaining M2 eligibility. Participating cities and eligible agencies must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.<sup>1</sup> Adherence to strict funding guidelines is required.

Participating cities and eligible agencies are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

---

<sup>1</sup> Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

ITEM 6.3 - Attachment A

**4.0 Funding Allocation Method & Distribution**

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies' percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three (3) years of receipt.

OCTA may grant a two (2)-year extension beyond the three (3)-year expenditure limitation; however, an extension may not exceed five (5) years from the date of the initial funding allocation. Participating cities and eligible agencies requesting an extension beyond the three (3)-year limitation must submit a justification letter for review and approval by OCTA at least ninety (90) days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible participating city and eligible agency, including interest, shall be returned to OCTA.

**5.0 Match Requirements**

Participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the participating cities and eligible agencies' employees who perform work on the program. Participating cities and eligible agencies may also be required to submit supporting documentation to substantiate local match expenditures. Participating cities and eligible agencies are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent (20%) match requirement must be met by the end of each fiscal year, defined as June 30.

Participating cities and eligible agencies not satisfying the annual 20 percent (20%) match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

***Example:***

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

ITEM 6.3 - Attachment A

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- <u>\$ 60,000</u>
Withholding from Future Allocation(s)	\$ 20,000

**6.0 Service Guidelines**

Services provided under the SMP are available to individuals sixty (60) years of age and older. Participating cities and eligible agencies have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Participating cities and eligible agencies should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately ten (10) miles of the Orange County border.

Participating cities and eligible agencies also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the participating city and eligible agency must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Participating cities and eligible agencies whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Participating cities and eligible agencies will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Participating cities and eligible agencies will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Participating cities and eligible agencies may receive one retired OCTA ACCESS paratransit vehicle per year, free of charge, to support their senior transportation programs subject to availability. Any retired ACCESS vehicles in excess of one (1) per year may be purchased for a cost equivalent to the refurbishment cost incurred by OCTA.

## ITEM 6.3 - Attachment A

### **7.0 Service Plan Adoption**

Participating cities and eligible agencies shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the participating cities and eligible agencies' governing body and approved by the OCTA Board of Directors. Any revision to the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval. Revisions to the trips listed on the Service Plan will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

### **8.0 Insurance**

Participating cities and eligible agencies shall procure and maintain insurance coverage as specified in their SMP cooperative agreements with OCTA.

### **9.0 Drug and Alcohol Testing**

Participating cities and eligible agencies shall establish and implement an alcohol and drug testing program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.

### **10.0 Marketing and Outreach**

Participating cities and eligible agencies shall participate as appropriate in OCTA marketing and outreach efforts to encourage the use of fixed route transit service by older adults.

### **11.0 Recognition of OCTA Sponsorship**

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go Senior Mobility Program decal on vehicles used in this Program, excluding taxis.

### **12.0 Vehicle Maintenance**

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the Program, including:

Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.

Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.

Maintaining maintenance records for each vehicle for five (5) years.

## ITEM 6.3 - Attachment A

If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

### 13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent (10%) are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

### 14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent (20%) local match requirement.

### 15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

#### A. Operational Reports

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

Operational reports are due thirty (30) days after the end of the service month.

#### B. Financial Reports

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Participating City and Eligible Agency Total Contribution & Source
- Participating City and Eligible Agency Share as % of Total Operating Cost
- Cumulative Participating City and Eligible Agency Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost

## ITEM 6.3 - Attachment A

- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Financial reports are due sixty (60) days after the end of the quarter. Reports must be certified by the participating city and eligible agency's Finance Director or Finance Director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

### C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their City Manager or City Manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within ninety (90) days of the end of the fiscal year reported upon.

Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

### **16.0 Audits & Inspection of Records**

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

ITEM 6.3 - Attachment A

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.

ITEM 6.3 - Attachment A



Orange County Transportation Authority  
**ACCESS PREOPERATION INSPECTION  
DEFECT REPORT**

Bus/Van No. \_\_\_\_\_ Date: \_\_\_\_\_

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: \_\_\_\_\_

Miles Finish: \_\_\_\_\_ Miles Start: \_\_\_\_\_ Miles Elapsed: \_\_\_\_\_

No Defects:  Defects:  Signature: \_\_\_\_\_

2nd Driver: \_\_\_\_\_

Miles Finish: \_\_\_\_\_ Miles Start: \_\_\_\_\_ Miles Elapsed: \_\_\_\_\_

No Defects:  Defects:  Signature: \_\_\_\_\_

3rd Driver: \_\_\_\_\_

Miles Finish: \_\_\_\_\_ Miles Start: \_\_\_\_\_ Miles Elapsed: \_\_\_\_\_

No Defects:  Defects:  Signature: \_\_\_\_\_

**PREOPERATIONS INSPECTIONS**

Indicate with an (x) that each item has been checked:

- |                                |   |                                |  |
|--------------------------------|---|--------------------------------|--|
| <input type="checkbox"/> AM/PM | <input type="checkbox"/> Tires/Lug Nuts (wheels & rims) | <input type="checkbox"/> AM/PM | <input type="checkbox"/> Emergency Reflectors          |
| <input type="checkbox"/>       | <input type="checkbox"/> Motor-Guard                    | <input type="checkbox"/>       | <input type="checkbox"/> Turn Signal Switch/Horn       |
| <input type="checkbox"/>       | <input type="checkbox"/> Air System                     | <input type="checkbox"/>       | <input type="checkbox"/> First Aid Kit                 |
| <input type="checkbox"/>       | <input type="checkbox"/> Lights/Reflectors              | <input type="checkbox"/>       | <input type="checkbox"/> Radio                         |
| <input type="checkbox"/>       | <input type="checkbox"/> Wheelchair Lifts               | <input type="checkbox"/>       | <input type="checkbox"/> Driver's Seat/Belt            |
| <input type="checkbox"/>       | <input type="checkbox"/> Wheelchair Lift Cover          | <input type="checkbox"/>       | <input type="checkbox"/> Door Interlock                |
| <input type="checkbox"/>       | <input type="checkbox"/> Mirrors                        | <input type="checkbox"/>       | <input type="checkbox"/> W/C Tie Down Straps           |
| <input type="checkbox"/>       | <input type="checkbox"/> Windshield Wipers/Washers      | <input type="checkbox"/>       | <input type="checkbox"/> Manual Lift Bar               |
| <input type="checkbox"/>       | <input type="checkbox"/> Fire Extinguisher              | <input type="checkbox"/>       | <input type="checkbox"/> Conduct Walk Around           |
| <input type="checkbox"/>       | <input type="checkbox"/> Steering Mechanism             | <input type="checkbox"/>       | <input type="checkbox"/> Parking/Brakes/Service Brakes |

DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

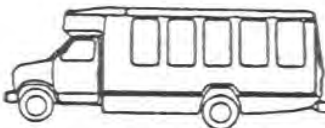
- |  |  |  |
|--|--|--|
| <b>BRAKES</b>                                  | <b>RETARDER</b>                                      | <b>ENGINE</b>                                    |
| <input type="checkbox"/> Brake Fluid Leaks     | <input type="checkbox"/> Light On:                   | <input type="checkbox"/> Hot Engine/Water Leaks  |
| <input type="checkbox"/> Soft/Hard             | <input type="checkbox"/> Brakes Not Applied          | <input type="checkbox"/> Low Oil/Oil Leaks       |
| <input type="checkbox"/> Pull to L/R           | <input type="checkbox"/> Light On:                   | <input type="checkbox"/> Starts Hard             |
| <input type="checkbox"/> Dragging              | <input type="checkbox"/> Brakes Applied,             | <input type="checkbox"/> No Power/Eng. Ck. Light |
| <input type="checkbox"/> Smoking               | <input type="checkbox"/> Bus Stopped                 | <input type="checkbox"/> Smokes                  |
| <input type="checkbox"/> Emergency Brake       | <input type="checkbox"/> Light Not On:               | <input type="checkbox"/> Idles Rough/Vibration   |
| <input type="checkbox"/> Other - explain       | <input type="checkbox"/> Brakes Applied,             | <input type="checkbox"/> Exhaust, Vacuum Leaks   |
|  | <input type="checkbox"/> Bus Moving                  | <input type="checkbox"/> Fuel Leaks/LPG/Gas      |
| <b>TIRES/WHEELS</b>                            | <b>A/C &amp; HEATING</b>                             | <input type="checkbox"/> Other - explain         |
| <input type="checkbox"/> Flat                  | <input type="checkbox"/> Off                         | <b>TRANSMISSION</b>                              |
| <input type="checkbox"/> Embedded Object       | <input type="checkbox"/> Too Cold/Hot                | <input type="checkbox"/> Won't Go Into Gear      |
| <input type="checkbox"/> Cut                   | <input type="checkbox"/> Defroster Defect            | <input type="checkbox"/> Slips/Grinds/Lurches    |
| <input type="checkbox"/> Smooth/Cord           | <input type="checkbox"/> Ventilation (Blowers)       | <input type="checkbox"/> Excessive Noise         |
| <input type="checkbox"/> LF RF RRI RRO LRI LRO | <input type="checkbox"/> Fumes                       | <input type="checkbox"/> Leaks                   |
| <input type="checkbox"/> Loose Missing Lugs    | <input type="checkbox"/> Other - explain             | <input type="checkbox"/> Drive Line Vibration    |
| <input type="checkbox"/> Other - explain       | <b>ENTRANCE/EXIT DOORS/</b>                          | <input type="checkbox"/> Rear End Noise          |
| <b>LIGHTS</b>                                  | <b>WINDOWS</b>                                       | <b>STEERING</b>                                  |
| <input type="checkbox"/> Interior              | <input type="checkbox"/> Slow                        | <input type="checkbox"/> Hard/Binds              |
| <input type="checkbox"/> Exterior              | <input type="checkbox"/> Inoperative                 | <input type="checkbox"/> Shimmy                  |
| <input type="checkbox"/> Location: _____       | <input type="checkbox"/> Leaks Air                   | <input type="checkbox"/> Excessive Play          |
|  | <input type="checkbox"/> Excessive Play              | <input type="checkbox"/> Other - explain         |
| <b>VEHICLE CLEANLINESS</b>                     | <input type="checkbox"/> Other - explain             | <b>ELECTRICAL EQUIPMENT</b>                      |
| <input type="checkbox"/> Interior              | <input type="checkbox"/> Emergency Releases          | <input type="checkbox"/> Generator/Starter       |
| <input type="checkbox"/> Exterior              | <b>WHEELCHAIR LIFT</b>                               | <input type="checkbox"/> Turn Signals/Flashers   |
| <input type="checkbox"/> Floor                 | <input type="checkbox"/> Will Not Fold Out           | <input type="checkbox"/> Horn                    |
| <input type="checkbox"/> Windows               | <input type="checkbox"/> Will Not Lower/Raise        | <input type="checkbox"/> Fare Box                |
| <input type="checkbox"/> Seat Condition        | <input type="checkbox"/> No Restraint Down/Up        | <input type="checkbox"/> Instruments/Gauges      |
| Explain: _____                                 | <input type="checkbox"/> Lift Will Not Fold Into Bus | <input type="checkbox"/> Fuel, Oil, Amp Meter    |
|  |  |  |
| <b>RADIO</b>                                   | <input type="checkbox"/> Seats                       | <input type="checkbox"/> Handrails               |
|  |  | <input type="checkbox"/> Modesty Panels          |

**BODY DAMAGE:**

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: \_\_\_\_\_



Description: \_\_\_\_\_



Description: \_\_\_\_\_



Description: \_\_\_\_\_

**OPERATOR(S):**

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REPAIRS MADE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature

Date

# Senior Mobility Program

## Monthly Reporting Form



### Agency Information

Service for the - Month of: July Year of: 2021  
 Participating Agency: \_\_\_\_\_  
 Agency Contact Name: \_\_\_\_\_  
 Contact Number / Email: \_\_\_\_\_

### Operational Data

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2021	FYTD	Jul 2021	FYTD	Jul 2021	FYTD
Senior Center		-		-		-
Medical		-		-		-
Nutrition		-		-		-
Shopping		-		-		-
Personal Care		-		-		-
Social & Recreational	-	-	-	-	-	-
Amusement Park		-		-		-
Aquarium / Zoo		-		-		-
Beach / Park		-		-		-
Charity-Social Group Event		-		-		-
Community-Cultural Event		-		-		-
Education / Employment		-		-		-
Family-Friends		-		-		-
Funeral / Memorial Service		-		-		-
Government Office / Service		-		-		-
Library / Museum / Historical Site		-		-		-
Movies / Theater / Concert		-		-		-
Religious Institution		-		-		-
Restaurant		-		-		-
Sporting / Fitness		-		-		-
Transit Center / Hub		-		-		-
<b>Total</b>	-	-	-	-	-	-

### Declaration and Submission Confirmation

*Agency hereby certifies that this report is a complete and correct statement of the program's operating data.*

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS REPORT IS DUE NO LATER THAN 30 DAYS AFTER THE END OF THE SERVICE MONTH**

Please send this report by email to [CTSPROGRAMS@OCTA.NET](mailto:CTSPROGRAMS@OCTA.NET).





## DRUG-FREE WORKPLACE ACT OF 1988

### THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

*For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).*

*Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.*

*Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.*

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

***The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.***

*Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).*

*This page is intentionally blank.*



# Senior Mobility Program

## Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency’s council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

**Participant Information:**

Agency City of Laguna Woods Date December 22, 2020  
Program Contact Christopher Macon Phone (949) 639-0525  
Email cmacon@cityoflagunawoods.org

**Service Description:**

1. Program goals and objectives:

The City’s Senior Mobility Program subsidizes the cost of taxi travel for Laguna Woods residents who are at least 60 years of age.

Objectives include:

- Offering affordable and discounted taxi services to increase resident mobility
- Improving service to key destinations not readily served by transit
- Improving coordination between transit services to provide more frequent and better-timed connections between services
- Providing an on-call, door-to-door service for residents (demand-response)
- Making transit more accessible and convenient for residents by participating in OCTA marketing and outreach efforts to encourage use of fixed-route transit services by older adults
- Ensuring the safety of resident transit users by maintaining adequate oversight of safety-related aspects of the services provided by a contract service provider

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- Directly-Operated
- Subsidized Taxi Program
- Contract Service Provider
- Other (Please Describe)
- Volunteers

The City contracts with a taxi company and offers subsidized vouchers and travel to residents using said company. Except for certain non-emergency medical trips, all travel is arranged directly between eligible residents and the taxi company on a demand-response basis. The city does not charter buses or directly-operate its own fleet of vehicles using the SMP funds.

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- Senior Center
- Personal Care
- Nutrition
- Shopping
- Medical
- Social / Recreation (Please Describe)

Residents may travel to social/recreation destinations within Orange County (e.g., gatherings with family and friends, restaurants, theatres, concert venues, community events, parks, beaches, libraries, museums, educational facilities, financial institutions, religious institutions, places of worship, cemeteries, etc.) with the exception of John Wayne Airport. Social/recreation travel is not permitted outside of Orange County. The city does not charter buses or otherwise organize group travel to casinos, wineries, or any other destination using SMP funds.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

Yes

No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

Medical trips to the Long Beach Veterans Hospital

5. Fare structure:

General travel vouchers ("taxi bucks") save residents 30% of the cost of taxi trips (FY 2020-21). Taxi bucks are available in books valued at \$50 (sold for \$35) and \$100 (sold for \$70). Non-emergency medical transportation ("NEMT") can be arranged by city staff or purchased by travel voucher (select locations only), at rates ranging from \$6 to \$16 one-way, which saves residents between 50% and 87% (FY 2020-21). Irvine Station travel vouchers cost \$10 one-way, which saves residents 60% (FY 2020-21). The fare structure is subject to periodic modification by the City Council and is re-evaluated at least annually.

6. Number of vehicles:

0

7. Projected annual ridership:

5,000

8. Source(s) of 20 percent match funding:

City's General Fund

**Program Requirements:**

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
  - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
  - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
  - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

**IN WITNESS WHEREOF**, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

OCTA REPRESENTATIVE




Name: Christopher Macon

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

Title: City Manager

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

## **6.4 STREET SWEEPING SERVICES**

*This page is intentionally blank.*

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
JONSET CORPORATION DBA SUNSET PROPERTY SERVICES  
FOR STREET SWEEPING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of July 2021 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Jonset Corporation DBA Sunset Property Services ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2021 and ending at 11:59 p.m. on June 30, 2024. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2026.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

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

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This

## ITEM 6.4

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

#### ITEM 6.4

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. Notwithstanding any dispute or uncertainty that may exist, or may be asserted, regarding the applicability of prevailing wage requirements to the work to be performed by CONSULTANT hereunder, CONSULTANT agrees to and shall, pay prevailing wages on all street sweeping services to be performed under this AGREEMENT. Payment of such prevailing wage amounts is specifically made a condition of this AGREEMENT, and CONSULTANT accepts and agrees to its obligation to pay such prevailing wages hereunder, notwithstanding any claim, argument, or contention that prevailing wages are inapplicable to or not required for the services to be performed hereunder. 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.

## ITEM 6.4

(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

## ITEM 6.4

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

## ITEM 6.4

expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

### **SECTION 16. INSURANCE.**

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

### **SECTION 17. ASSIGNMENT.**

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

subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with Section 10 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

**SECTION 18. CONTINUITY OF PERSONNEL.**

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

**SECTION 19. TERMINATION OF AGREEMENT.**

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

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

(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: Jonset Corporation DBA Sunset Property Services  
ATTN: President  
16251 Construction Circle West  
Irvine, CA 92606

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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council or City Manager of CITY.

The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 27. WAIVER.**

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

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

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

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

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

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

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

ITEM 6.4

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 \_\_\_\_\_  
Shari L. Horne, Mayor

**CONSULTANT:**

By \_\_\_\_\_  
John D. Howhannesian, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

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

CONSULTANT shall perform and complete street sweeping services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

**Prevailing Wage Notice**

**CITY REQUIRES CONSULTANT TO PAY PREVAILING WAGE FOR ALL STREET SWEEPING WORK PERFORMED UNDER THIS AGREEMENT, WITHOUT EXCEPTION. CONSULTANT AGREES AND ACKNOWLEDGES, BY ITS SIGNATURE ON THIS AGREEMENT, THAT PREVAILING WAGES WILL BE PAID ON ALL STREET SWEEPING SERVICES PERFORMED HEREUNDER.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall be required to pay to all persons employed for this work by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,17733.1"

**California Department of Industrial Relations Notice**

**California Department of Industrial Relations Registration Requirement** – No contractor or subcontractor may be listed on a proposal for this work unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Types of Service**

Street sweeping services are intended to maintain public streets, gutters, and related on-street right-of-way clean and free of debris. CONSULTANT shall provide street sweeping services, accordingly, on the portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue that are located within CITY's jurisdiction.

CONSULTANT shall provide the following services:

1. *Routine Weekly Street Sweeping* shall occur once per week on all portions of El Toro Road,

## ITEM 6.4

Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue that are located within CITY's jurisdiction. Routine weekly street sweeping shall occur between 9 p.m. on Tuesday and 8 a.m. on the immediately following Wednesday.

- a. CONSULTANT may reschedule any routine weekly street sweeping due to inclement weather when such weather would (1) imperil safety or (2) significantly interfere with the effective operation of equipment. Rescheduled dates shall be approved by CITY, in writing, and are subject to cancellation at CITY's discretion.
2. *As-Needed Street Sweeping* shall occur as requested by CITY on any or all portions of El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue that are located within CITY's jurisdiction. As-needed street sweeping may be required at any time, Monday through Sunday (including on federal holidays) with as little as 24 hours' notice. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for as-needed street sweeping services.

### **Standards for Personnel**

3. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He/she/they shall have at least two (2) years of experience involving street sweeping and be fluent in the English language.
4. CONSULTANT shall require its street sweeping personnel to either (1) wear a uniform identifying its company name or (2) wear an identification card identifying its company name visible at all times while performing street sweeping services. CONSULTANT shall be solely responsible for ensuring that its street sweeping personnel have access to, and properly utilize, all necessary supplies and equipment to perform work safely and accurately.
5. CONSULTANT's personnel shall possess all of the following:
  - a. Proper licensure and training for operation of equipment utilized.
  - b. Ability to operate equipment in accordance with the manufacturer's recommendations.
  - c. Ability to make required operator/mechanical adjustments to the equipment being used.
  - d. Knowledge of safety regulations as they relate to street sweeping.
  - e. Knowledge of the safety and uniform standards required by this AGREEMENT.

### **Standards of Practice**

6. CONSULTANT shall provide street sweeping services in all of the following areas, unless otherwise noted, in writing, by CITY:
  - a. Street areas, including curb lines along both sides of streets. For street areas where no curb exists, street sweeping shall extend to the edge of the pavement.

## ITEM 6.4

- b. Median areas, including along all curbs on raised medians, along noses or ends of raised medians, along curb returns (radii), and over all portions of painted medians.
  - c. Intersection turn pockets, center areas, dead spots, and cross-gutters.
7. CONSULTANT shall provide street sweeping services in the same direction as traffic flow, observing all applicable laws and regulations.
  8. CONSULTANT shall provide street sweeping services in a manner that seeks to minimize total vehicle miles traveled.
  9. CONSULTANT's street sweeping services shall normally consist of a single pass over an area, however, additional passes shall be made and additional effort exerted, as necessary, to remove all loose debris that would normally be collected by a fully operational mechanical street sweeper (e.g., sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter). Loose debris swept onto driveway aprons, sidewalks, and curb ramps shall require additional passes. If debris cannot be re-swept, CONSULTANT shall manually remove the debris.
  10. CONSULTANT shall remove minor obstructions that cannot be swept over (e.g., small tree limbs, palm fronds, rocks, silt, mud, and trash) from the sweeping path, rather than sweep around. CONSULTANT shall report large obstructions (e.g., impaired vertical or horizontal clearance by tree limbs, parked vehicles, and construction waste) that cause any area to be unable to be swept, immediately, to CITY.
  11. CONSULTANT shall be responsible for making lawful arrangements to obtain any water necessary to be used during street sweeping activities (e.g., hydrant meters). In the event that CONSULTANT encounters an inoperable or "dead" fire hydrant, CONSULTANT shall report such condition, immediately, to CITY and the El Toro Water District.
  12. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

### **Standards for Equipment**

13. CONSULTANT's street sweepers shall be combination vacuum/broom sweepers, unless an alternative street sweeper type is approved by CITY, in writing, at CITY's discretion.
14. CONSULTANT's street sweepers must be equipped with a left-gutter broom for median-adjacent work; all others may be single or dual gutter broom machines.
15. CONSULTANT's street sweepers shall be capable of sweeping a minimum eight foot (8') width as measured from the outside edge of the gutter broom in a single pass along a curb.
16. CONSULTANT's street sweepers shall utilize a warning light (rotating or beacon) that is clearly visible from all sides of the street sweeper, and a rear-mounted left/right arrow stick,

or comparable traffic safety lights, at all times when providing street sweeping services.

17. CONSULTANT shall:

a. [CITY's preference to help meet its annual recovered organic waste product procurement target under 14 California Code of Regulations (CCR) Section 18993.1] Use street sweepers fueled with renewable gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or authorized by 14 CCR to recover organic waste, to the degree that such renewable gas is available. CONSULTANT shall maintain records pertaining to the renewable gas procured and used for street sweepers under this AGREEMENT and submit such records to CITY on a schedule to be determined by CITY. Records submitted to CITY shall include, but not be limited to, the following: (1) description of the street sweeper(s) using renewable gas; (2) description of when and where the renewable gas was used; (3) quantity of renewable gas solely used for street sweeping services for each month of the term of this AGREEMENT; (4) type and source of the renewable gas, including the name, physical location, and contact information for each entity, operation, or facility from which the renewable gas was procured; and, (4) invoices or other records demonstrating procurement of the renewable gas.

AND/OR

b. Use street sweepers powered by alternative fuels, meaning street sweepers with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered to be street sweepers powered by alternative fuels.

AND/OR

c. Use street sweepers fueled with low-sulfur diesel, meaning diesel fuel that has a maximum sulfur content of 15 parts per million.

18. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, California Department of Transportation (DOT) requirements, and California Division of Occupational Safety and Health (Cal/OSHA) requirements.

**Clean-up and Waste Disposal**

19. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any debris resulting from street sweeping.

20. If CONSULTANT chooses to utilize a third-party to haul debris resulting from any street sweeping services, it shall be a requirement to use CITY's franchise solid waste handling services provider (currently Waste Management Collection and Recycling, Inc.), as may change from time-to-time.

ITEM 6.4

CONSULTANT shall provide CITY with documentation of the tonnage and composition of debris disposed of, and the manner and location of disposition, before any compensation is provided for services rendered. Documentation shall be in form sufficient to CITY.

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

CONSULTANT shall be compensated using the following rates:

- Routine Weekly Street Sweeping – \$870 per week
- As-Needed Street Sweeping – \$195 per hour

The rates set forth in this EXHIBIT “B” are all-inclusive. CITY shall not provide separate or supplemental compensation to CONSULTANT.

CONSULTANT’s rates shall increase on July 1 of each calendar year in the amount of any increase in the Bureau of Labor Statistics’ Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U), between May of the then-current and previous years.

**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.

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: \$5,000,000 per accident for bodily injury and property damage.

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

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

1. All Policies. Each insurance policy required by this AGREEMENT shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer

or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

2. Any deductibles or self-insured retentions must be declared to and

#### ITEM 6.4

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.

**8.1**  
**REGIONAL HOUSING NEEDS ASSESSMENT**  
**(RHNA) AND GENERAL PLAN HOUSING**  
**ELEMENT UPDATE**

*This page is intentionally blank.*



# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 2, 2021 Adjourned Regular Meeting

**SUBJECT:** Regional Housing Needs Assessment (RHNA) and General Plan Housing Element Update

---

### **Recommendation**

Provide direction to staff regarding the sites to be included in the Housing Sites Inventory required as part of the General Plan Housing Element Update to comply with the 6<sup>th</sup> Cycle Regional Housing Needs Assessment, pursuant to California Government Code sections 65583, 65583.2, and 65583.3 et seq.

### **Background**

The Regional Housing Needs Assessment (“RHNA”) is a process mandated by the State of California’s housing laws to determine existing and future housing needs for each city and unincorporated area. Once housing needs are quantified through the RHNA process, cities and counties are required to take certain land use planning actions to allow for the construction of new housing units to meet those needs. For additional information, please refer to Attachment A.

The current 6<sup>th</sup> Cycle RHNA process (for the period of 10/2021–10/2029) resulted in the following housing needs allocation for the City:

*Table 1: City’s Housing Needs Allocation*

<b>Income Level</b>	<b>Number of Units</b>
Very-low income	127 units
Low income	136 units
Moderate income	192 units

Above-moderate income	542 units
<b>Total</b>	<b>997 units</b>

Source: Southern California Association of Governments (“SCAG”)

State law requires all cities to update their general plan housing elements on either a five- or eight-year cycle. The City is on an eight-year cycle with its next update due on October 15, 2021. Prior to adopting its updated General Plan Housing Element, the City will be required to demonstrate to the California Department of Housing and Community Development (“HCD”) that the update adequately plans for the City’s housing needs allocation as summarized in Table 1.

Please note that **neither the RHNA nor General Plan Housing Element Update processes require the City or any private property owner to construct housing or discontinue any existing non-housing use.** Frequently asked questions are answered in Attachment A.

On May 5, 2021, a City Council meeting was held that focused on an overview of the RHNA and General Plan Housing Element Update processes, and a draft of the Housing Needs Assessment. Public comments were accepted.

On May 19, 2021, a City Council meeting was held that focused on the Housing Sites Inventory. Public comments were accepted.

### **Discussion**

Today’s meeting is an opportunity for City Council discussion and direction, as well as public input, on the RHNA and General Plan Housing Element Update. Staff anticipates the need for several additional meetings on this topic with today’s meeting focused on the Housing Sites Inventory. The City Council will not adopt an updated General Plan Housing Element at today’s meeting.

State law requires that the updated General Plan Housing Element include an inventory and analysis of land suitable and available for residential development to meet the City’s housing needs allocation (i.e., identification of specific properties that could accommodate the potential future construction of 997 units). The Housing Sites Inventory scenario presented at the meeting on May 19, 2021 has been revised and is included as Attachment B. For ease of reference, a redline version of the revised Housing Sites Inventory scenario summary is included as Attachment C. Additions are noted in blue and deletions are ~~struck through in red~~.

California Government Code Section 65583.3 requires the Housing Sites Inventory to be prepared using standards, form, and definitions adopted by HCD. A draft of the information required to complete the HCD Housing Element Sites Inventory Form has been prepared for the revised Housing Sites Inventory scenario and is included as Attachment D. The electronic spreadsheet version of this information is available on the City's website ([www.cityoflagunawoods.org/projects](http://www.cityoflagunawoods.org/projects)). Interested parties may also contact the City Clerk's Office at [cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org) or (949) 639-0512 to request an emailed copy of the electronic spreadsheet.

At today's meeting, staff recommends that the City Council direct staff to proceed with preparing the Housing Sites Inventory based on either the scenario presented at this meeting or specific alternate direction. The draft Housing Sites Inventory will be presented to the City Council at an upcoming meeting, prior to its submittal to HCD as part of the draft updated General Plan Housing Element.

### **Fiscal Impact**

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

Attachments: A – Regional Housing Needs Assessment (RHNA) Frequently Asked Questions  
B – Housing Sites Inventory Scenario dated May 28, 2021  
C – Housing Sites Inventory Scenario Summary dated May 28, 2021 (REDLINE)  
D – Draft Information Required to Complete the HCD Housing Element Sites Inventory Form for the Housing Sites Inventory Scenario dated May 28, 2021

*This page is intentionally blank.*



CITY OF LAGUNA WOODS

# Regional Housing Needs Assessment (RHNA)

## Frequently Asked Questions

### What is the Regional Housing Needs Assessment (RHNA)?

The Regional Housing Needs Assessment (RHNA) is a process mandated by the State of California's housing laws to determine existing and future housing needs for each city and unincorporated area. Once housing needs are quantified through the RHNA process, cities and counties are required to take certain land use planning actions to allow for the construction of new housing units to meet those needs.

### Is the RHNA process new?

No. The RHNA process began in 1969 and has occurred on regular "cycles" since then. From 1969 until the City's incorporation in 1999, the County of Orange was responsible for RHNA compliance and land use planning in Laguna Woods. Beginning in 1999, those responsibilities transferred locally to the City.

### How does the RHNA process determine housing needs?

The California Department of Housing and Community Development (HCD) is responsible for determining housing needs for each region's "council of governments," which for Laguna Woods is the Southern California Association of Governments (SCAG). The SCAG region encompasses six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) and 191 cities.

HCD starts with demographic population information from the California Department of Finance and then applies a formula intended to increase housing supply and further other housing-related objectives established by the California State Legislature (see California Government Code Section 65584).

After receiving HCD's housing needs determination, SCAG uses a methodology to allocate HCD's determination between individual cities and unincorporated areas. For the current 6th Cycle RHNA process (10/2021 - 10/2029), SCAG's methodology considered factors including, but not limited to, anticipated household growth, job and transit accessibility, and social equity (the distribution of housing by income categories).

Current RHNA Process	Housing Needs Determination for the SCAG Region	Housing Needs Allocation for Laguna Woods
For the period 10/2021 – 10/2029 (AKA "6th Cycle")	1,341,827 units	997 units

## **What does the RHNA process require of the City?**

Once SCAG has identified the City's housing needs allocation, the City is required to zone sufficient land to allow for the construction of new housing units to meet that allocation. Such land must be "suitable for residential development," which state law generally defines as including vacant land, residential land upon which additional housing units could be constructed, and nonresidential land that could be redeveloped to include new housing units (California Government Code Section 65583.2(a)). Such zoning must be "by right," which means that the City is required to allow new housing construction without requiring conditional use permits or other discretionary approvals that would constitute a "project" under the California Environmental Quality Act (CEQA).

## **How does the City's General Plan Housing Element relate to the RHNA process?**

State law requires that all cities update their general plan housing elements on either a five- or eight-year cycle (California Government Code Section 65588). The City is on an eight-year cycle with its next update due on October 15, 2021. Prior to adopting its updated General Plan Housing Element, the City will be required to demonstrate to HCD that the update adequately plans for the City's housing needs allocation and otherwise complies with state law (California Government Code sections 65583 and 65585).

## **Does the City have the ability to zone private property?**

Yes. State law requires the City to designate "the proposed general distribution and general location and extent of the uses of the land" within city limits, including both "public and private uses of land" (California Government Code Section 65302(a)). All public and private property in Laguna Woods, with the exception of public streets, is presently zoned and has been since the community was first constructed.

## **Does the RHNA process require the City to construct housing?**

No. State law is explicit that the City is not required to "expend local revenues for the construction of housing, housing subsidies, or land acquisition" (California Government Code Section 65589(a)(1)).

## **Does the RHNA process require property owners to construct housing?**

No. While state law requires zoning sufficient to accommodate the City's housing needs allocation, it does not require the use of that property to be limited to the construction of new housing units nor does it require property owners to construct housing or discontinue any existing non-housing uses. If a property owner does not wish to construct housing, zoning that allows such construction only presents an option for the future.

## **Who makes the decision to construct housing?**

Housing construction requires interested property owners and interested developers. No party is obligated to construct housing or discontinue any existing non-housing uses, regardless of how property is zoned.

## **Does the RHNA process allow the City to permit only senior housing?**

No. State law specifies that the RHNA process is intended to address the "housing need of persons at all income levels" with goals including "increasing the housing supply and the mix of housing types, tenure, and affordability" (California Government Code Section 65584). While property owners may choose to construct age-restricted housing, state law does not allow the City to place such a restriction on properties for the purpose of accommodating the City's housing needs allocation.

## **Does the City receive credit for existing affordable housing units?**

No. The RHNA process is focused on future housing needs. For the 6th Cycle RHNA process, credit is only provided for housing units approved, permitted, or built on or after June 30, 2021.

**CITY OF LAGUNA WOODS  
HOUSING SITES INVENTORY SCENARIO  
May 28, 2021**

This scenario has been developed to identify locations for potential future housing construction in Laguna Woods sufficient to meet the City’s legal obligations under state housing law.

Properties were screened for inclusion in this scenario at the parcel level (e.g., each parcel within a shopping center was considered separately). This was done to ensure that potential future housing construction is not contingent on collaboration between multiple property owners, and to acknowledge that zoning is applied on a parcel-by-parcel basis (meaning that zoning remains consistent across individual parcels).

Properties presently designated as open space were excluded from consideration when the presence of deed restrictions preclude potential future housing construction. The Laguna Laurel property at the western end of Santa Maria Avenue is subject to a conservation easement that expressly prohibits the construction of housing. Woods End Wilderness Preserve is subject to a deed restriction that prohibits use inconsistent with “non-vehicular public access into the Laguna Coast Wilderness Park and natural resource protection and restoration.” Woods End Wilderness Preserve is also leased to the County of Orange for inclusion in the Laguna Coast Wilderness Park through February 28, 2047.

Due to a lack of evidence indicating a likelihood of redevelopment, properties located within, or owned by parties exclusively affiliated with, Laguna Woods Village were excluded from consideration.

Additional information on the screening process that resulted in the selection of the 17 sites that are included in this scenario is available on the City’s website ([www.cityoflagunawoods.org/projects](http://www.cityoflagunawoods.org/projects) > Click on “Click here to access the presentation” from the City Council meeting on May 19, 2021) or at or from City Hall.

Lower maximum densities were applied to properties abutting existing residential areas to promote greater compatibility in scale and massing. This scenario includes a variety of sites and maximum densities in order to avoid concentrating development opportunities in fewer, very high density locations.

Please note that **neither the Regional Housing Needs Assessment (“RHNA”) nor General Plan Housing Element Update processes require the City or any private property owner to construct housing or discontinue any existing non-housing use.**

<b>PROPERTIES PERMITTED TO BE DEVELOPED AS HOUSING (UP TO 100% HOUSING)</b>			
<b>Site Number</b>	<b>Existing Use</b>	<b>Maximum Density</b>	<b>Realistic Capacity (New Housing Units)</b>
1	Vacant lot near Town Centre	50 units per acre	81
2	Parking lot for Pacific Hills Calvary Chapel	50 units per acre	31
3	Rossmoor Electric	50 units per acre	55
4	Saddleback Golf Cars	50 units per acre	55
5	Laguna Woods Self Storage	50 units per acre	236
6	Animal Hospital	50 units per acre	34
7	PS Business Park (excludes Jack in the Box)	50 units per acre	129
8	Smart Parke	50 units per acre	63
9	McCormick & Son Mortuary	30 units per acre	38
10	Lutheran Church of the Cross	20 units per acre	54
11	Geneva Presbyterian Church	20 units per acre	71
12	Saint Nicholas Catholic Church	20 units per acre	83

ITEM 8.1 – Attachment B

13	Temple Judea	20 units per acre	31
14	Laguna Country United Methodist Church	30 units per acre	105
17	Helm Medical Center	30 units per acre	17
<b>PROPERTIES PERMITTED TO BE DEVELOPED AS MIXED USE (USES SIMILAR TO EXISTING AND UP TO 55% HOUSING)</b>			
Site Number	Existing Use	Maximum Density	Realistic Capacity (New Housing Units)
15	Medical building in Town Centre	50 units per acre	63
16	Willow Tree Center East (Olive Garden, Cart Mart, and South County Adult Day Services)	20 units per acre	29

Note: “Realistic Capacity” excludes, as applicable, acreage for site constraints and potential future non-housing site improvements (e.g., driveways), assumes a constructed density of 95% of the maximum density, and rounds the number of new housing units down to the nearest whole number.

**TOTAL FUTURE HOUSING CONSTRUCTION POTENTIAL  
BASED ON REALISTIC CAPACITIES**

- 1,175 units
  - Includes over-zoning of 178 units, or 17.85%, more than the 997 units required by state housing law. Over-zoning helps to ensure that sufficient adequate sites are available at all times to meet the remaining unmet housing needs for each income category (“No Net Loss Law”).

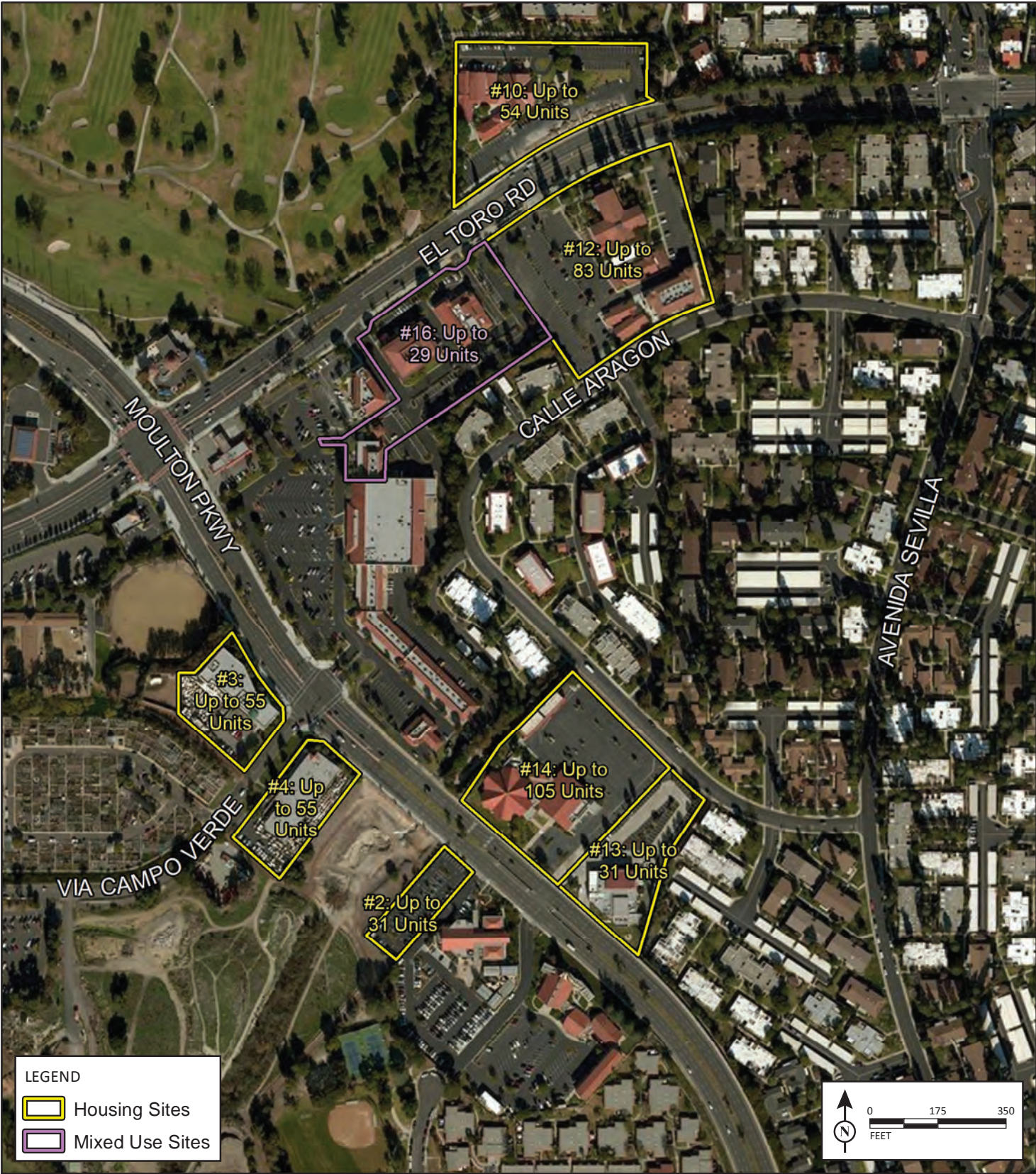
**HOUSING AFFORDABLE FOR LOWER INCOME HOUSEHOLDS  
BASED ON REALISTIC CAPACITIES**

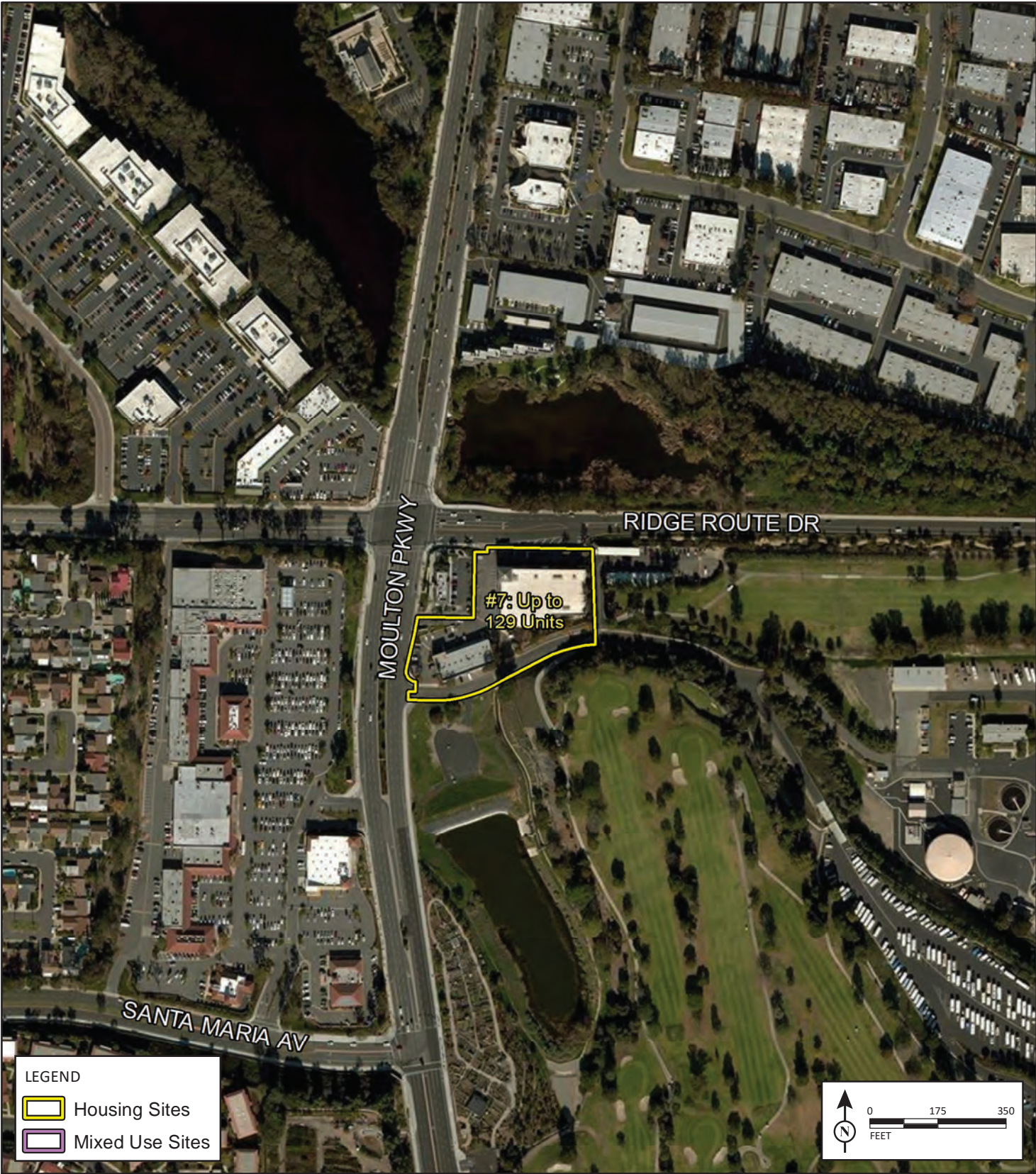
- 12 sites include maximum densities at or above the California Department of Housing and Community Development’s (HCD) standard threshold for accommodating lower income units (30 units per acre) on properties 0.5 to 10 acres in size. *[Note: As presented at the City Council meeting on May 19, 2021, nine sites included maximum densities at or above HCD’s standard threshold for accommodating lower income units (30 units per acre) on properties 0.5 to 10 acres in size.]*
  - Cumulative capacity is 907 lower income units – 244.86% greater than the 263 lower income units required by state housing law. *[Note: As presented at the City Council meeting on May 19, 2021, cumulative capacity was 638 lower income units.]*
    - 551 of those units fall within a generally accepted range of financial feasibility for federal- or state-funded projects (50-150 units per project). *[Note: As presented at the City Council meeting on May 19, 2021, 309 of those units fell within a generally accepted range of financial feasibility for federal- or state-funded projects.]*
  - The lone viable site that meets HCD’s definition of a “vacant site” (Site #1) is included.
  - The non-vacant site with the most recent expression of development interest from both the property owner and a housing developer (Site #14) is included. *[Note: As presented at the City Council meeting on May 19, 2021, Site #14 was not proposed to be zoned in a manner that would accommodate lower income units using HCD’s standards.]*

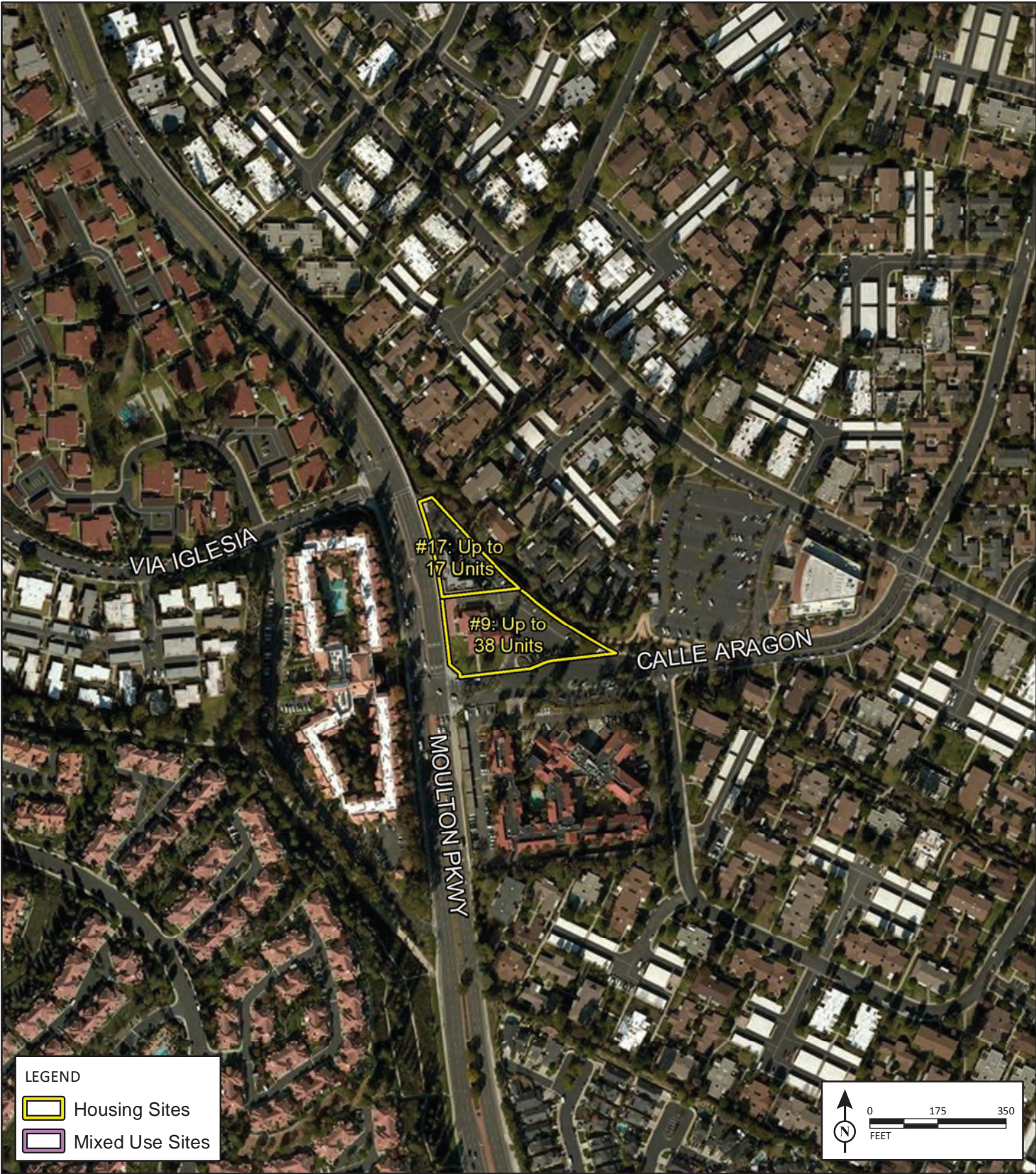
KEY MAP











*This page is intentionally blank.*

**CITY OF LAGUNA WOODS  
HOUSING SITES INVENTORY SCENARIO**  
~~May 14, 2021~~ May 28, 2021

This scenario has been developed to identify locations for potential future housing construction in Laguna Woods sufficient to meet the City’s legal obligations under state housing law. ~~In total, capacity would exist to accommodate up to 997 new housing units, including at least 127 very low income units, 136 low income units, 192 moderate income units, and 542 above moderate income units.~~

Properties were screened for inclusion in this scenario at the parcel level (e.g., each parcel within a shopping center was considered separately). This was done to ensure that potential future housing construction is not contingent on collaboration between multiple property owners, and to acknowledge that zoning is applied on a parcel-by-parcel basis (meaning that zoning remains consistent across individual parcels).

Properties presently designated as open space were excluded from consideration when the presence of deed restrictions preclude potential future housing construction. The Laguna Laurel property at the western end of Santa Maria Avenue is subject to a conservation easement that expressly prohibits the construction of housing. Woods End Wilderness Preserve is subject to a deed restriction that prohibits use inconsistent with “non-vehicular public access into the Laguna Coast Wilderness Park and natural resource protection and restoration.” Woods End Wilderness Preserve is also leased to the County of Orange for inclusion in the Laguna Coast Wilderness Park through February 28, 2047.

Due to a lack of evidence indicating a likelihood of redevelopment, properties located within, or owned by parties exclusively affiliated with, Laguna Woods Village were excluded from consideration.

Additional information on the screening process that resulted in the selection of the 17 sites that are included in this scenario is available on the City’s website ([www.cityoflagunawoods.org/projects](http://www.cityoflagunawoods.org/projects) > Click on “Click here to access the presentation” from the City Council meeting on May 19, 2021) or at or from City Hall.

Lower maximum densities were applied to properties abutting existing residential areas to promote greater compatibility in scale and massing. This scenario includes a variety of sites and maximum densities in order to avoid concentrating development opportunities in fewer, very high density locations.

Please note that **neither the Regional Housing Needs Assessment (“RHNA”) nor General Plan Housing Element Update processes require the City or any private property owner to construct housing or discontinue any existing non-housing use.**

<b>PROPERTIES PERMITTED TO BE DEVELOPED AS HOUSING (UP TO 100% HOUSING)</b>			
Site Number	Existing Use	Maximum Density	<u>Realistic</u> Capacity (New Housing Units)
1	Vacant lot near Town Centre	<del>40</del> <u>50</u> units per acre	<del>65</del> <u>81</u>
2	Parking lot for Pacific Hills Calvary Chapel	<del>40</del> <u>50</u> units per acre	<del>25</del> <u>31</u>
3	Rossmoor Electric	<del>40</del> <u>50</u> units per acre	<del>44</del> <u>55</u>
4	Saddleback Golf Cars	<del>40</del> <u>50</u> units per acre	<del>44</del> <u>55</u>
5	Laguna Woods Self Storage	<del>40</del> <u>50</u> units per acre	<del>189</del> <u>236</u>
6	Animal Hospital	<del>40</del> <u>50</u> units per acre	<del>27</del> <u>34</u>
7	PS Business Park (excludes Jack in the Box)	<del>40</del> <u>50</u> units per acre	<del>103</del> <u>129</u>
8	Smart Parke	<del>40</del> <u>50</u> units per acre	<del>85</del> <u>63</u>
9	McCormick & Son Mortuary	<del>20</del> <u>30</u> units per acre	<del>25</del> <u>38</u>
10	Lutheran Church of the Cross	20 units per acre	54

11	Geneva Presbyterian Church	20 units per acre	71
12	Saint Nicholas Catholic Church	20 units per acre	83
13	Temple Judea	20 units per acre	31
14	Laguna Country United Methodist Church	<del>20</del> 30 units per acre	<del>70</del> 105
<u>17</u>	<u>Helm Medical Center</u>	<u>30 units per acre</u>	<u>17</u>
<b>PROPERTIES PERMITTED TO BE DEVELOPED AS MIXED USE (USES SIMILAR TO EXISTING AND UP TO 55% HOUSING)</b>			
Site Number	Existing Use	Maximum Density	<u>Realistic Capacity</u> (New Housing Units)
15	Medical building in Town Centre	<del>40</del> 50 units per acre	<del>56</del> 63
16	Willow Tree Center East (Olive Garden, <u>Cart Mart</u> , and South County Adult Day Services)	<del>16</del> 20 units per acre	<del>25</del> 29

Note: “Realistic Capacity” excludes, as applicable, acreage for site constraints and potential future non-housing site improvements (e.g., driveways), assumes a constructed density of 95% of the maximum density, and rounds the number of new housing units down to the nearest whole number.

**TOTAL FUTURE HOUSING CONSTRUCTION POTENTIAL  
BASED ON REALISTIC CAPACITIES**

- 1,175 units
  - Includes over-zoning of 178 units, or 17.85%, more than the 997 units required by state housing law. Over-zoning helps to ensure that sufficient adequate sites are available at all times to meet the remaining unmet housing needs for each income category (“No Net Loss Law”).

**HOUSING AFFORDABLE FOR LOWER INCOME HOUSEHOLDS  
BASED ON REALISTIC CAPACITIES**

- 12 sites include maximum densities at or above the California Department of Housing and Community Development’s (HCD) standard threshold for accommodating lower income units (30 units per acre) on properties 0.5 to 10 acres in size. [Note: As presented at the City Council meeting on May 19, 2021, nine sites included maximum densities at or above HCD’s standard threshold for accommodating lower income units (30 units per acre) on properties 0.5 to 10 acres in size.]
  - Cumulative capacity is 907 lower income units – 244.86% greater than the 263 lower income units required by state housing law. [Note: As presented at the City Council meeting on May 19, 2021, cumulative capacity was 638 lower income units.]
    - 551 of those units fall within a generally accepted range of financial feasibility for federal- or state-funded projects (50-150 units per project). [Note: As presented at the City Council meeting on May 19, 2021, 309 of those units fell within a generally accepted range of financial feasibility for federal- or state-funded projects.]
  - The lone viable site that meets HCD’s definition of a “vacant site” (Site #1) is included.
  - The non-vacant site with the most recent expression of development interest from both the property owner and a housing developer (Site #14) is included. [Note: As presented at the City Council meeting on May 19, 2021, Site #14 was not proposed to be zoned in a manner that would accommodate lower income units using HCD’s standards.]

**CITY OF LAGUNA WOODS  
DRAFT INFORMATION REQUIRED TO COMPLETE  
THE HCD HOUSING ELEMENT SITES INVENTORY FORM  
FOR THE HOUSING SITES INVENTORY SCENARIO DATED MAY 28, 2021**

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #1 Vacant lot near Town Centre</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	North of Moulton Parkway, east of signalized intersection at Ayres Hotel
5 Digit ZIP Code	92637
Assessor Parcel Number	616-012-29
Very Low-Income	13
Low-Income	14
Moderate-Income	0
Above Moderate-Income	54
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	1.8
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	81
Vacant/Nonvacant	Vacant
Description of Existing Uses	Vacant
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #2</b>	
<b>Parking lot for Pacific Hills Calvary Chapel</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24481 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	621-131-38
Very Low-Income	5
Low-Income	5
Moderate-Income	0
Above Moderate-Income	21
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	0.696
Current General Plan Designation	Commercial
Current Zoning	Professional & Administrative Office
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	31
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Church parking lot
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #3</b>	
<b>Rossmoor Electric</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24351 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	621-131-21
Very Low-Income	9
Low-Income	10
Moderate-Income	0
Above Moderate-Income	36
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	1.232
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	55
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial businesses (Rossmoor Electric building; health and wellness)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #4</b>	
<b>Saddleback Golf Cars</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	23252 Via Campo Verde
5 Digit ZIP Code	92637
Assessor Parcel Number	621-131-26
Very Low-Income	9
Low-Income	10
Moderate-Income	0
Above Moderate-Income	36
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	1.235
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	55
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial business (Saddleback Golf Cars)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #5</b>	
<b>Laguna Woods Self Storage</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24151 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	616-012-19
Very Low-Income	39
Low-Income	42
Moderate-Income	0
Above Moderate-Income	155
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	5.249
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	236
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial business (Self-storage)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #6</b>	
<b>Animal Hospital</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24271 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	616-012-03
Very Low-Income	6
Low-Income	6
Moderate-Income	0
Above Moderate-Income	22
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	0.76
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	34
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial business (Animal hospital)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #7</b>	
<b>PS Business Park (excludes Jack in the Box)</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	23572 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	616-021-30
Very Low-Income	21
Low-Income	23
Moderate-Income	0
Above Moderate-Income	85
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	2.867
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	129
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial businesses (Self-storage, retail, and food)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #8 Smart Parke</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24334 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	621-211-09
Very Low-Income	11
Low-Income	11
Moderate-Income	0
Above Moderate-Income	41
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	2.373
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	63
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Pet boarding/day care
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #9</b>	
<b>McCormick &amp; Son Mortuary</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	25002 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	621-091-16
Very Low-Income	6
Low-Income	7
Moderate-Income	0
Above Moderate-Income	25
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	1.411
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	Medium Density Residential Overlay
Minimum Density Allowed	20
Maximum Density Allowed	30
Total Capacity	38
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial business (Mortuary)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #10</b>	
<b>Lutheran Church of the Cross</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24231 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	616-041-01
Very Low-Income	0
Low-Income	0
Moderate-Income	46
Above Moderate-Income	8
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	3.028
Current General Plan Designation	Community Facilities
Current Zoning	Community Facilities-Private
Proposed General Plan (GP) Designation	Community Facilities
Proposed Zoning	Low Density Residential Overlay
Minimum Density Allowed	15
Maximum Density Allowed	20
Total Capacity	54
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Lutheran Church of the Cross
Suitable for Lower Income Households (Density & Parcel Size)	No
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #11</b>	
<b>Geneva Presbyterian Church</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24301 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	616-191-05 & 616-191-06
Very Low-Income	0
Low-Income	0
Moderate-Income	60
Above Moderate-Income	11
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	3.955
Current General Plan Designation	Community Facilities
Current Zoning	Community Facilities-Private
Proposed General Plan (GP) Designation	Community Facilities
Proposed Zoning	Low Density Residential Overlay
Minimum Density Allowed	15
Maximum Density Allowed	20
Total Capacity	71
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Geneva Presbyterian Church
Suitable for Lower Income Households (Density & Parcel Size)	No
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	No

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #12</b>	
<b>Saint Nicholas Catholic Church</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24252 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	621-121-11
Very Low-Income	0
Low-Income	0
Moderate-Income	70
Above Moderate-Income	13
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	4.596
Current General Plan Designation	Community Facilities
Current Zoning	Community Facilities-Private
Proposed General Plan (GP) Designation	Community Facilities
Proposed Zoning	Low Density Residential Overlay
Minimum Density Allowed	15
Maximum Density Allowed	20
Total Capacity	83
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Saint Nicholas Catholic Church
Suitable for Lower Income Households (Density & Parcel Size)	No
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #13</b>	
<b>Temple Judea</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24512 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	621-121-18
Very Low-Income	0
Low-Income	0
Moderate-Income	26
Above Moderate-Income	5
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	1.757
Current General Plan Designation	Community Facilities
Current Zoning	Community Facilities-Private
Proposed General Plan (GP) Designation	Community Facilities
Proposed Zoning	Low Density Residential Overlay
Minimum Density Allowed	15
Maximum Density Allowed	20
Total Capacity	31
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Temple Judea
Suitable for Lower Income Households (Density & Parcel Size)	No
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #14</b>	
<b>Laguna Country United Methodist Church</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24442 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	621-121-23
Very Low-Income	17
Low-Income	18
Moderate-Income	0
Above Moderate-Income	70
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	3.899
Current General Plan Designation	Community Facilities
Current Zoning	Community Facilities-Private
Proposed General Plan (GP) Designation	Community Facilities
Proposed Zoning	Medium Density Residential Overlay
Minimum Density Allowed	20
Maximum Density Allowed	30
Total Capacity	105
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Laguna Country United Methodist Church
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #17 Helm Medical Center</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24902 Moulton Parkway
5 Digit ZIP Code	92637
Assessor Parcel Number	621-091-15
Very Low-Income	3
Low-Income	3
Moderate-Income	0
Above Moderate-Income	11
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	0.65
Current General Plan Designation	Commercial
Current Zoning	Professional & Administrative Office
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	Medium Density Residential Overlay
Minimum Density Allowed	20
Maximum Density Allowed	30
Total Capacity	17
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Offices (Helm Medical Center building; health and wellness)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #15</b>	
<b>Medical building in Town Centre</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24331 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	616-012-24
Very Low-Income	11
Low-Income	11
Moderate-Income	0
Above Moderate-Income	41
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	2.69
Current General Plan Designation	Commercial
Current Zoning	Professional & Administrative Office
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	Mixed Use-High Density Residential Overlay
Minimum Density Allowed	30
Maximum Density Allowed	50
Total Capacity	63
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Offices (SCOS Orthopedics building; health and wellness)
Suitable for Lower Income Households (Density & Parcel Size)	Yes
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	Yes
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

Please note that the “Very Low-Income,” “Low-Income,” “Moderate-Income,” and “Above Moderate-Income” fields are estimates only. Potential future housing construction could occur at any income level, subject to compliance with applicable development standards, including inclusionary housing requirements.

<b>Site #16</b>	
<b>Willow Tree Center East (Olive Garden, Cart Mart, and South County Adult Day Services)</b>	
Table B: Candidate Sites Identified to be Rezoned to Accommodate Shortfall Housing Need	
Jurisdiction Name	Laguna Woods
Site Address/Intersection	24260 El Toro Road
5 Digit ZIP Code	92637
Assessor Parcel Number	621-121-30
Very Low-Income	0
Low-Income	0
Moderate-Income	24
Above Moderate-Income	5
Type of Shortfall	Shortfall of Sites
Parcel Size (Acres)	3.095
Current General Plan Designation	Commercial
Current Zoning	Community Commercial
Proposed General Plan (GP) Designation	Commercial
Proposed Zoning	Mixed Use-Low Density Residential Overlay
Minimum Density Allowed	15
Maximum Density Allowed	20
Total Capacity	29
Vacant/Nonvacant	Non-Vacant
Description of Existing Uses	Commercial businesses (retail and food), adult day services
Suitable for Lower Income Households (Density & Parcel Size)	No
Financially Feasible for Federal & State Funding (Lower Income Suitability + 50-150 Unit Project Size)	No
Consolidation Potential Due to Adjacency of Other Candidate Site(s)	Yes

*This page is intentionally blank.*

**8.2**

**FISCAL YEARS 2021-23 BUDGET AND WORK  
PLAN & FISCAL YEARS 2021-32 CAPITAL  
IMPROVEMENT PROGRAM DEVELOPMENT**

*This page is intentionally blank.*



# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 2, 2021 Adjourned Regular Meeting

**SUBJECT:** Fiscal Years 2021-23 Budget and Work Plan & Fiscal Years 2021-32 Capital Improvement Program Development

---

### **Recommendation**

Discuss and provide direction to staff.

### **Discussion**

Today's meeting is one of several opportunities for the City Council to receive public input and provide direction to staff on the development of the Fiscal Years 2021-23 Budget and Work Plan (July 1, 2021 through June 30, 2023) & Fiscal Years 2021-32 Capital Improvement Program (July 1, 2021 through June 30, 2032).

A preliminary draft of the General and Capital Projects Fund chapter of the Fiscal Years 2021-23 Budget and Work Plan is attached for review and comment.

Meetings on this subject were held on May 5, 2021 and May 19, 2021.

Additional meetings on this subject are tentatively scheduled for:

- June 16, 2021 at 2 p.m. at Laguna Woods City Hall
- June 23, 2021 at 2 p.m. at Laguna Woods City Hall

Attachment: A – Fiscal Years 2021-23 Budget and Work Plan Chapter 5 (DRAFT)

*This page is intentionally blank.*

# **5.0. CITY BUDGET DETAIL, GENERAL AND CAPITAL FUNDS**

*This chapter is intended to present revenue and expenditure detail for the programs, projects, and services included in this budget.*

## **“AT-A-GLANCE” GENERAL FUND SUMMARY**

*[General Fund Revenue over/(under) Operating Expenditures Estimate]*

	Fiscal Year 2021-22	Fiscal Year 2022-23
Total General Fund Revenue Estimate	\$6,257,800	\$6,412,500
Non-Operating Revenue Estimate	\$0	\$0
Operating Expenditures	(\$6,081,297)	(\$6,368,091)
Total General Fund Operating Revenue over/(under) Operating Expenditures	\$176,503	\$44,409

*[Total General Fund Non-Operating Expenditures and Transfers]*

	Fiscal Year 2021-22	Fiscal Year 2022-23
Non-Operating Expenditures	\$50,000	\$0
Transfers to Capital Projects Fund	\$290,000	\$230,000
Total	\$340,000	\$230,000

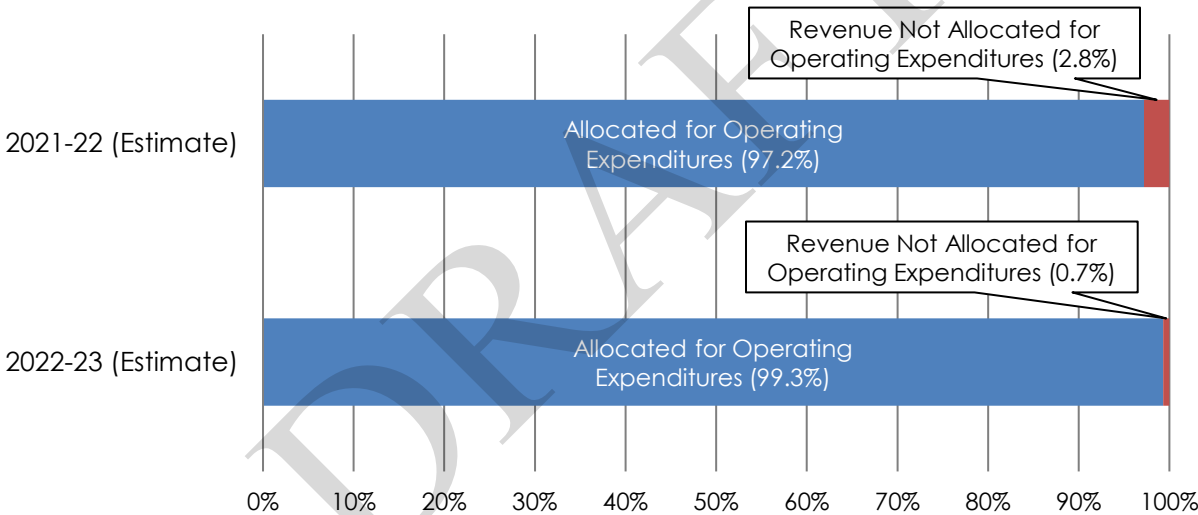
*[Total General Fund Expenditures and Transfers]*

	Fiscal Year 2021-22	Fiscal Year 2022-23
Total General Fund Operating Expenditures	\$6,081,297	\$6,368,091
Total General Fund Non-Operating Expenditures and Transfers	\$340,000	\$230,000
Total	\$6,421,297	\$6,598,091

The General Fund operating budget for Fiscal Year 2021-22 is balanced and totals \$6,081,297. At year-end, it is projected that the unassigned General Fund balance will total \$6,573,515, or 108.1% of the Fiscal Year 2021-22 operating budget. That unassigned fund balance would be in addition to assigned reserves totaling \$3,128,900. An additional \$340,000 is budgeted for non-operating expenditures and transfers to the Capital Projects Fund.

The General Fund operating budget for Fiscal Year 2022-23 is balanced and totals \$6,368,091. At year-end, it is projected that the unassigned General Fund balance will total \$6,310,574, or 99.1% of the Fiscal Year 2022-23 operating budget. That unassigned fund balance would be in addition to assigned reserves totaling \$3,206,250. An additional \$230,000 is budgeted for transfers to the Capital Projects Fund.

[Allocation of General Fund Operating Revenue – Fiscal Years 2021-23]



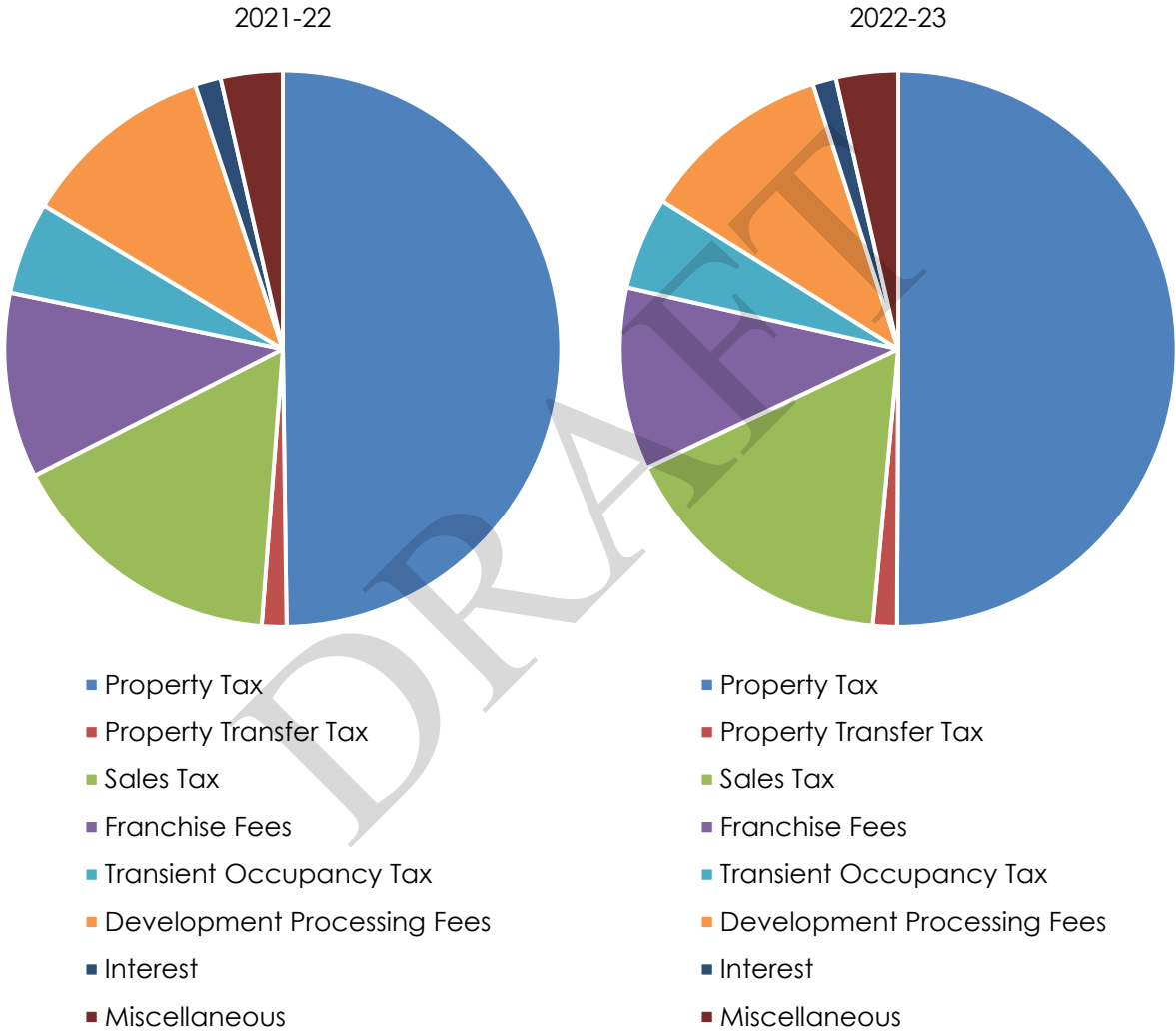
There are insufficient resources to add or expand ongoing programs, projects, or services, without a commensurate expenditure offset, as demonstrated in the Allocation of General Fund Operating Revenue chart.

**GENERAL FUND SUMMARY – REVENUE**

General Fund revenue for Fiscal Year 2021-22 is estimated to be \$6,257,800, or 4.9% more than year-end projections for Fiscal Year 2020-21 (excluding one-time revenues). In Fiscal Year 2022-23, General Fund revenue is estimated to be \$6,412,500, which reflects growth of \$154,700, or 2.5%, over the Fiscal Year 2021-22 estimate.

The differences in estimated revenue for both fiscal years are attributable to a factors including minimal to modest increases in the two largest sources of operating revenue – property tax and sales tax. As the local economy rebounds from the impacts of COVID-19, revenue from transient occupancy tax and development processing fees is expected to increase, but remain at or below pre-COVID-19 levels.

[General Fund Revenue Estimates by Source – Fiscal Years 2021-23]



General Fund Revenue Source	Percent of Adopted Budget Estimate (Fiscal Year 2021-22)	Percent of Adopted Budget Estimate (Fiscal Year 2022-23)
Property Tax	49.8%	50.1%
Property Transfer Tax	1.4%	1.4%

Sales Tax	16.3%	16.5%
Franchise Fees	10.8%	10.6%
Transient Occupancy Tax	5.3%	5.4%
Development Processing Fees	11.3%	11.1%
Interest	1.5%	1.3%
Miscellaneous	3.6%	3.6%

Note: This budget accounts for property tax in lieu of vehicle license fees as part of general property tax revenue and property transfer tax separately.

**Historical Comparison**

*[Historical General Fund Revenue by Source  
– Fiscal Years 2014-15 through 2022-23]*

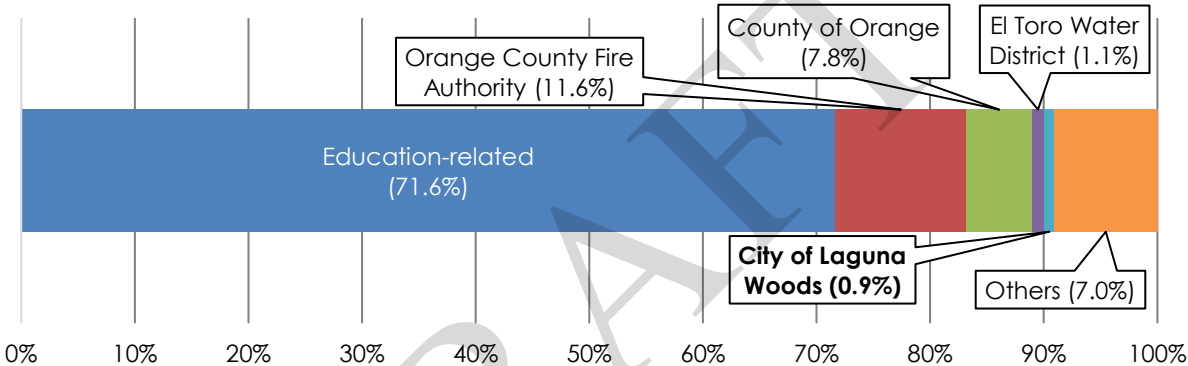


**Property Tax Revenue**

Property tax is a tax on certain types of real and personal property. Property tax rates are established by state law, including Proposition 13 (1978), which limits the maximum property tax rate to 1% of assessed value and the maximum annual increase to an inflationary index not to exceed 2%. The County of Orange is responsible for collecting property tax from property owners and distributing the proceeds to the various entities to whom taxes are owed.

For every dollar of property tax paid, the City receives an average of only \$.0088. Over 70% of every property tax dollar funds education.

*[Average Property Tax Allocation – Tax Rate Area 32010]*



The Orange County Assessor's Local Assessment Roll of Values for Fiscal Year 2020-21 includes an inflationary index of 2.0%, equal to the Fiscal Year 2021-20 increase of 2.0%. The total value of Laguna Woods' local assessment roll increased by \$216,270,019, or 6.54%, to \$3,523,938,868 in Fiscal Year 2020-21, above the Fiscal Year 2019-20 increase of 5.27%.

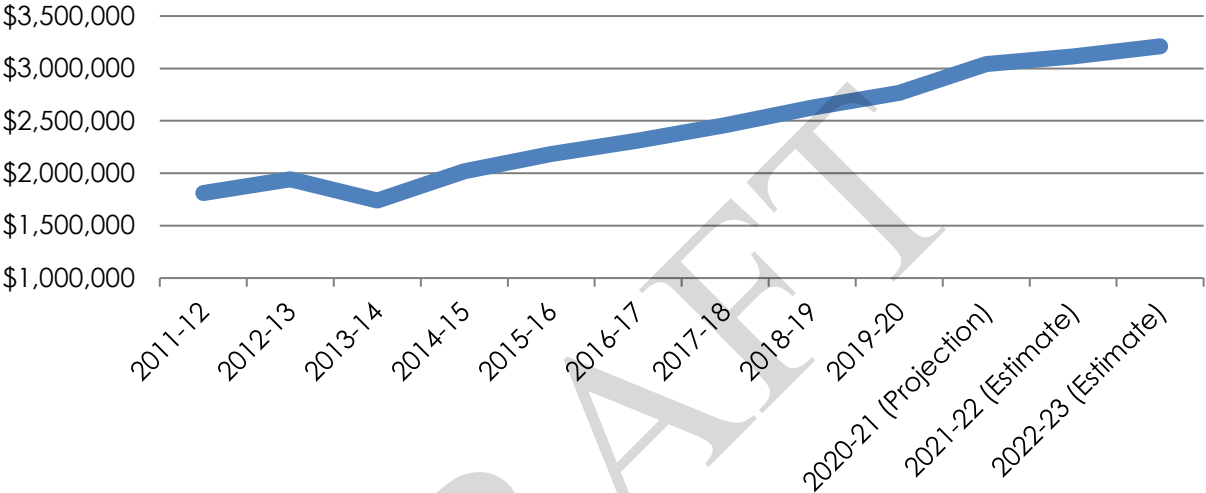
*[Surrounding Cities Local Assessment Rolls – Fiscal Year 2020-21]*

City	Total Local Assessment Roll Value	Percent Change of Local Assessment Roll Value from Fiscal Year 2019-20
<b>Laguna Woods</b>	<b>\$3,523,938,868</b>	<b>6.54%</b>
Aliso Viejo	\$11,068,183,829	3.41%
Irvine	\$89,979,276,432	5.91%
Laguna Beach	\$16,745,358,345	4.71%
Laguna Hills	\$7,653,117,322	3.99%

In Fiscal Year 2020-21, Laguna Woods had the fifth lowest local assessment roll value in Orange County, ranking above the cities of (from highest to lowest) Stanton, Los Alamitos, La Palma, and Villa Park.

In Fiscal Year 2020-21, Laguna Woods had the third highest percent change of local assessment roll value from Fiscal Year 2019-20 in Orange County, ranking below the cities of (from highest to lowest) Fullerton and Los Alamitos.

[Property Tax Revenue – Fiscal Years 2011-12 through 2022-23]



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$3,115,500	2.4%	\$3,210,800	3.1%

Summary of Significant Trends and Observations

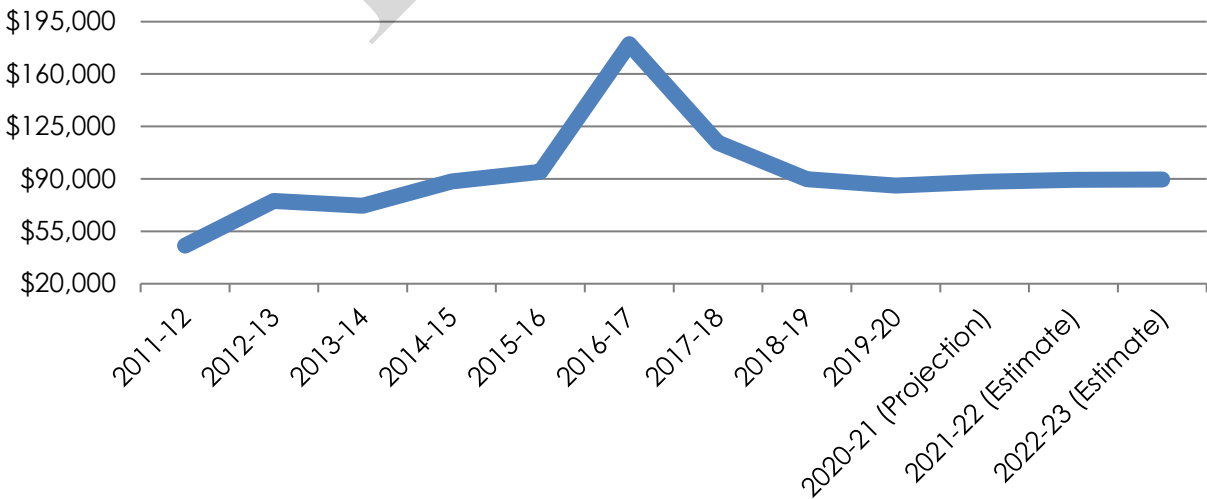
- Property tax revenue is the City’s largest single source of revenue and now accounts for approximately half of all General Fund revenue. It has experienced steady growth each year since Fiscal Year 2013-14. COVID-19 had no significant impact on property tax revenue.
- Increases in estimated property tax revenue are due, in part, to growth in home sale prices, continued recapture of assessed property valuations that had been temporarily reduced pursuant to Proposition 8’s (1978) tax relief program, and anticipated increases in the consumer price index used to calculate assessed property valuations.

- Actual and estimated changes in property ownership account for just over half of the overall increases in estimated property tax revenue for fiscal years 2021-22 and 2022-23. The actual increase due to this factor for Fiscal Year 2022-23 is 1.3%. The estimated increase for Fiscal Year 2022-23 is 1.6%, based on the historical average rate of property turnover and resulting property value increases.
- Just under half of the overall increases in estimated property tax revenue for fiscal years 2021-22 and 2022-23 are due to the actual and projected increases, respectively, in the consumer price index used to increase assessed property valuations. The maximum annual adjustment is 2.0% under California's Proposition 13 ("People's Initiative to Limit Property Taxation"), but the actual increase for Fiscal Year 2021-22 is 1.036% and the estimated increase for Fiscal Year 2022-23 is 1.5%.
- Were it to occur, the potential future housing construction envisioned by the State of California's Regional Housing Needs Assessment ("RHNA") process would result in an expanded property tax base and increased property tax revenue.

**Property Transfer Tax Revenue**

Property transfer tax is a tax on the recordation of documents transferring ownership of land or real property. Property transfer tax is established by cities and counties and is collected by the County of Orange at a rate of \$1.10 per \$1,000 of the assessed value of the real estate being transferred. The City and the County each receive 50% of the property transfer taxes collected.

*[Property Transfer Tax Revenue – Fiscal Years 2011-12 through 2022-23]*



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$89,300	1.5%	\$89,500	0.2%

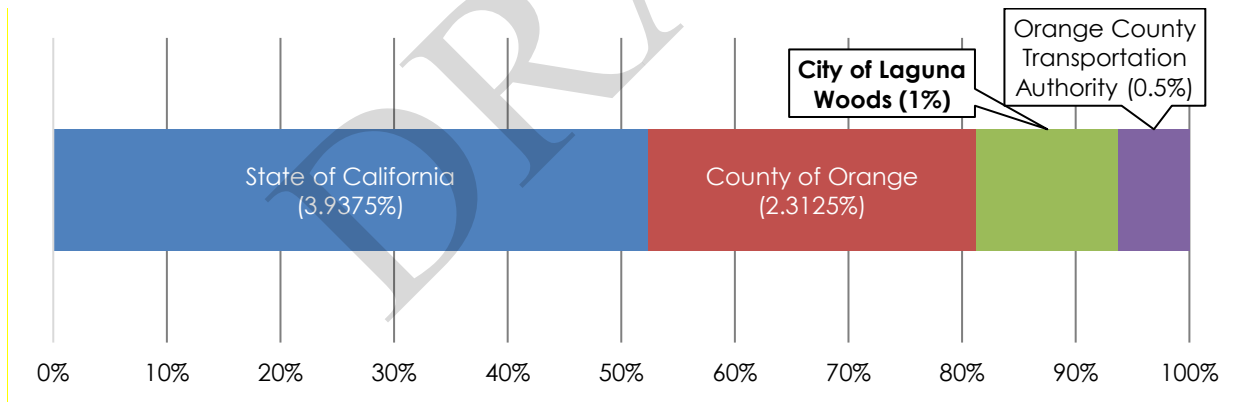
Summary of Significant Trends and Observations

- Property transfer tax revenue is projected to remain relatively consistent with prior years. Revenue in Fiscal Year 2016-17 was higher than typical as a result of ownership transfers of two assisted living facilities.

**Sales Tax Revenue**

Of the 7.75% local sales tax rate, the City receives only 1% of tax proceeds. The majority of sales tax revenue is paid to the State of California and the County of Orange. The City receives a portion of the half-cent sales tax collected by the Orange County Transportation Authority pursuant to Measure M2 (OC Go), which is accounted for in the Special Revenue Funds section of this budget.

[Sales Tax Allocation]



[Surrounding Cities Per Capita Sales Tax Revenue – Calendar Year 2020<sup>1</sup>]

City	Per Capita Sales Tax Revenue for Calendar 2020
<b>Laguna Woods</b>	<b>\$60</b>
Aliso Viejo	\$56

<sup>1</sup> Sales Tax Per Capita, Calendar Year 2018, Hinderliter, de Llamas & Associates. Based on information from the California Department of Tax and Fee Administration.

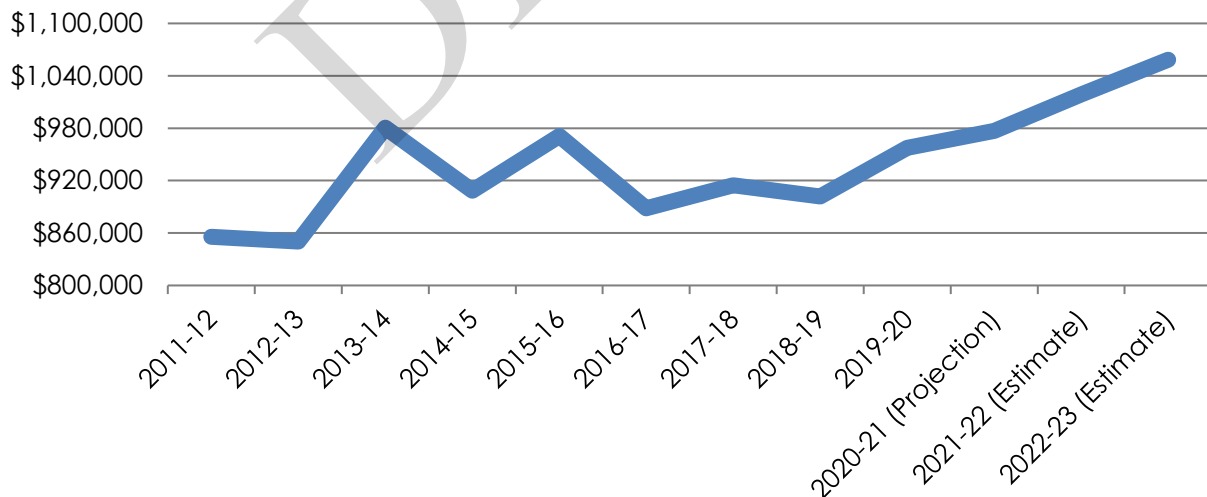
Irvine	\$225
Laguna Beach	\$191
Laguna Hills	\$168

On a per capita basis, sales tax revenue for Laguna Woods was the third lowest in Orange County in 2020, ranking above only (from highest to lowest) the City of Aliso Viejo, unincorporated Orange County, and the City of Villa Park.

[Top 25 Sales Tax Producers – Calendar Year 2020<sup>2</sup>]

Top 25 Sales Tax Producers for Calendar Year 2020		
19 Restaurant & Lounge	Mobil Station	Sabrosada
Adapt 2 It	Mother's Market	Saddleback Golf Cars
ALDI	Moulton Arco Station	Stage 21 Bikes
CVS Pharmacy	Moulton Arco Station AM/PM	Starbucks (two locations)
Dollar Tree	Okon Dental Lab	Stater Bros.
Firehouse Subs	Olive Garden	Tomo Sushi
Home Depot	Papa John's Pizza	Trident Society Orange County
Jack in the Box	PrestineHydro	
Lagune Café	Rite Aid	

[Sales Tax Revenue – Fiscal Years 2011-12 through 2021-23]



<sup>2</sup> Sales Tax Allocations Adjusted for Economic Data, January 2020 through December 2020, Hinderliter, de Llamas & Associates. Based on information from the California Department of Tax and Fee Administration. Sales tax producers are presented alphabetically in accordance with state law.

Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$1,018,600	4.2%	\$1,058,400	3.9%

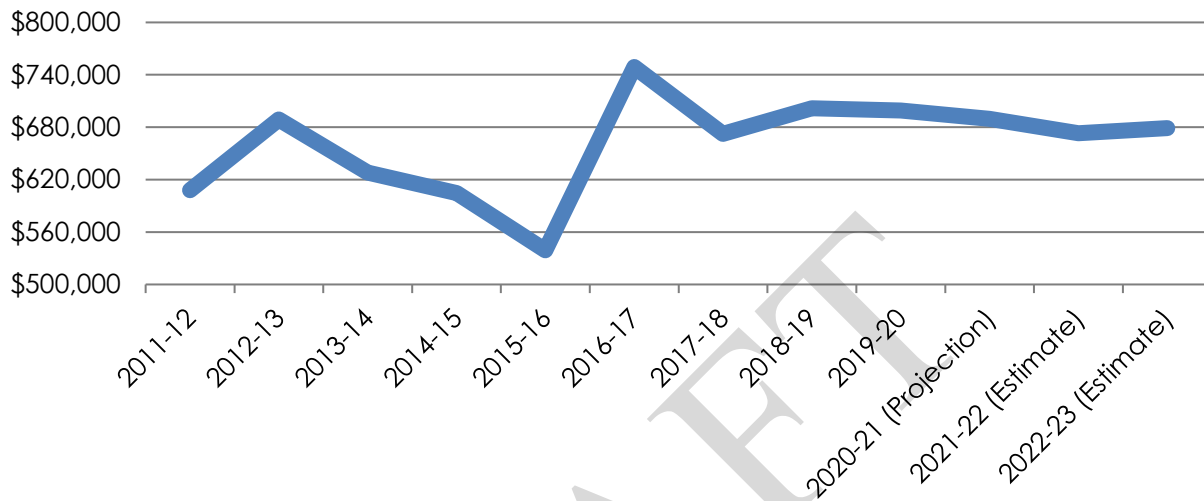
Summary of Significant Trends and Observations

- The City's sales tax base continues to be limited in size and lacking in diversity with the top 25 sales tax producing businesses accounting for approximately 97% of total sales tax revenue in the 2020 calendar year and the top five sales tax producing businesses accounting for 64% of total sales tax revenue. This over-reliance on a narrow subset of sales tax producers means that the City is particularly vulnerable to changes in local economic conditions.
- The City's sales tax base has been physically and monetarily reduced by the replacement of previously sales tax-generating uses with lesser or non-sales tax-generating uses ("goods-to-service conversion") (e.g., the replacement of a portion of the former Vons with Anytime Fitness and the replacement of the former Hometown Buffet with Goldfish Swim School). Continued "erosion" of revenue generating potential may result in significant revenue loss over both the near- and long-term.
- Overall sales tax revenue was not significantly affected by COVID-19. The performance of some sectors of the local economy declined while others remained strong or increased. The projected 4.2% growth in sales tax revenue for Fiscal Year 2021-22 is based, in large part, on a strong rebound in taxable sales activity for local restaurants and fuel/service stations as the impacts of COVID-19 ease. Growth in all sectors of the local economy – caveated by the aforementioned concerns regarding size and a lack of diversity – is forecast for Fiscal Year 2022-23.
- Sales tax fluctuates with changes in the economy, as well as consumer confidence. A "leveling off" or slowing of economic growth, could have a potentially significant, negative impact on future revenue.
- Were it to occur, the potential future housing construction envisioned by the State of California's Regional Housing Needs Assessment ("RHNA") process could result in a reduced sales tax base and decreased sales tax revenue. Such decrease would likely be at least partially offset by increased property tax revenue.

**Franchise Fees Revenue**

Franchise fees are collected by the City in accordance with agreements with various advertising, cable television, solid waste, and utility providers.

*[Franchise Fees Revenue – Fiscal Years 2011-12 through 2022-23]*



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$673,300	(2.4%)	\$678,900	0.8%

**Summary of Significant Trends and Observations**

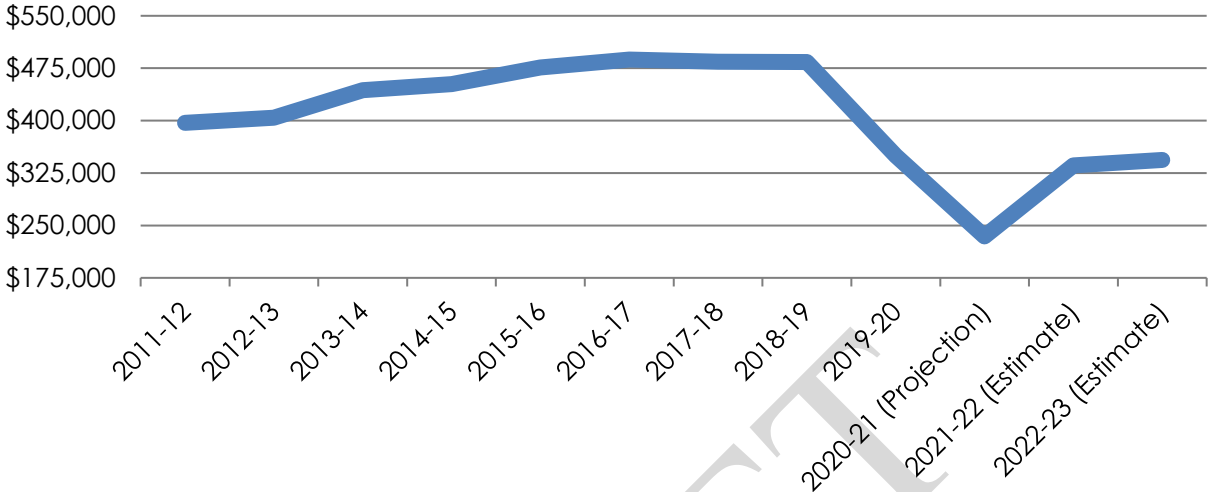
- Franchise fees revenue is projected to remain relatively consistent with Fiscal Year 2020-21.
- A new solid waste handling services franchise agreement is expected to be entered into in Fiscal Year 2021-22. As the timing and fiscal impact of that new franchise agreement are not yet known, this budget assumes continuation of the existing solid waste handling services agreement with Waste Management Collection & Recycling, Inc.

**Transient Occupancy Tax Revenue**

Transient occupancy tax is levied at a rate of 10% of the rent charged for most hotel stays and short-term rentals. Transient occupancy tax is collected by the

operators of hotels and short-term rentals, and then paid to the City.

[Transient Occupancy Tax Revenue – Fiscal Years 2011-12 through 2022-23]



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$336,000	43.4%	\$343,600	2.3%

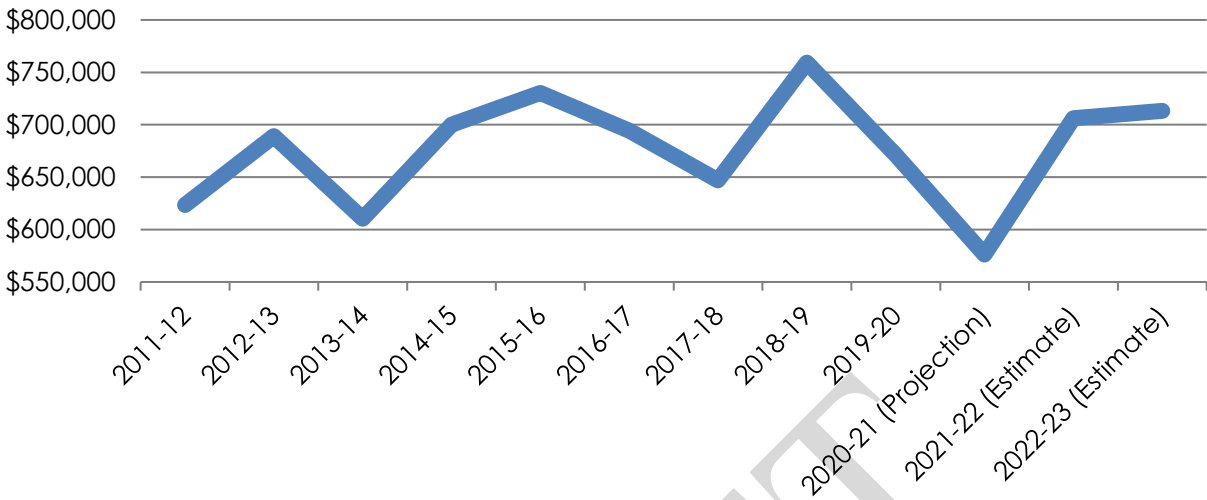
Summary of Significant Trends and Observations

- The significant decline in transient occupancy tax revenue in Fiscal Year 2019-20 and the continued decline projected for Fiscal Year 2020-21 are the result of COVID-19. Recovery to approximately two-thirds of the pre-COVID-19 level is projected for Fiscal Year 2021-22 with modest growth then forecast for Fiscal Year 2022-23.
- The City’s transient occupancy tax base continues to be limited in size and over-reliant on a single transient occupancy tax producer.

**Development Processing Fees Revenue**

Development processing fees are collected by the City in order to recover the City’s reasonable costs of providing building, planning, encroachment, and grading services.

[Development Processing Fees Revenue  
– Fiscal Years 2011-12 through 2022-23]



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$706,200	22.6%	\$713,300	1.0%

Summary of Significant Trends and Observations

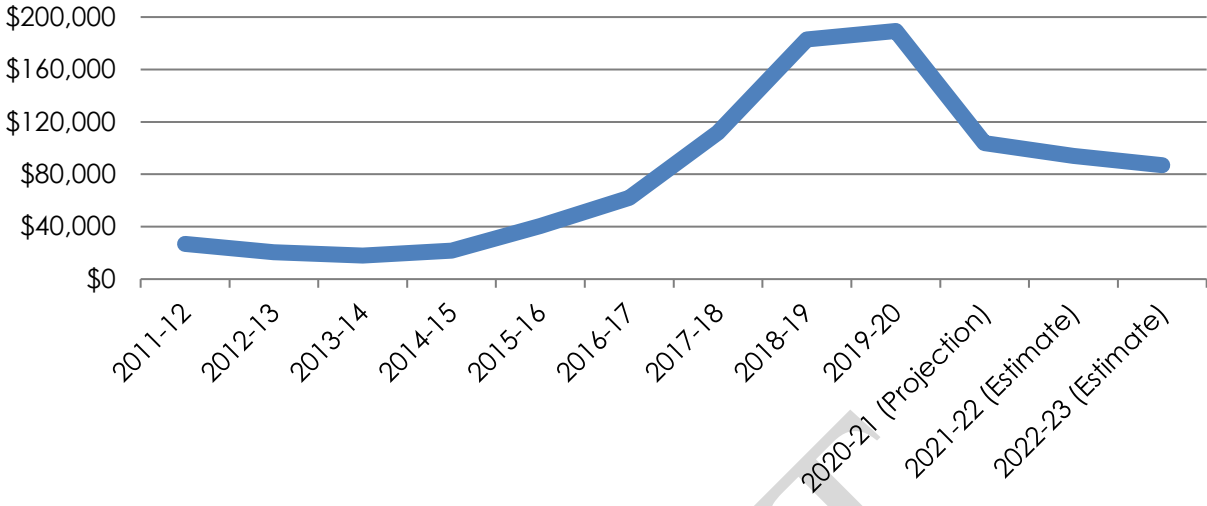
- Development processing fees revenue will continue to cover the City's reasonable costs of providing services. Since Fiscal Year 2014-15, the City has conducted an annual evaluation of the adequacy and rationality of its fees, including its reasonable costs of providing services.
- Development activity and related revenue is expected to return to pre-COVID-19 levels in fiscal years 2021-22 and 2022-23.

**Interest Revenue**

Interest revenue is comprised of earnings from financial investments made in accordance with the City's Investment of Financial Assets Policy.

The Investment of Financial Assets Policy is intended to assist the City with the investment of financial assets in a manner that ensures adequate safety and liquidity, while maximizing yield (return) and complying with the requirements of California Government Code sections 5921 and 53600 et seq.

[Interest Revenue – Fiscal Years 2011-12 through 2022-23]



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$94,000	(9.4%)	\$87,000	(7.4%)

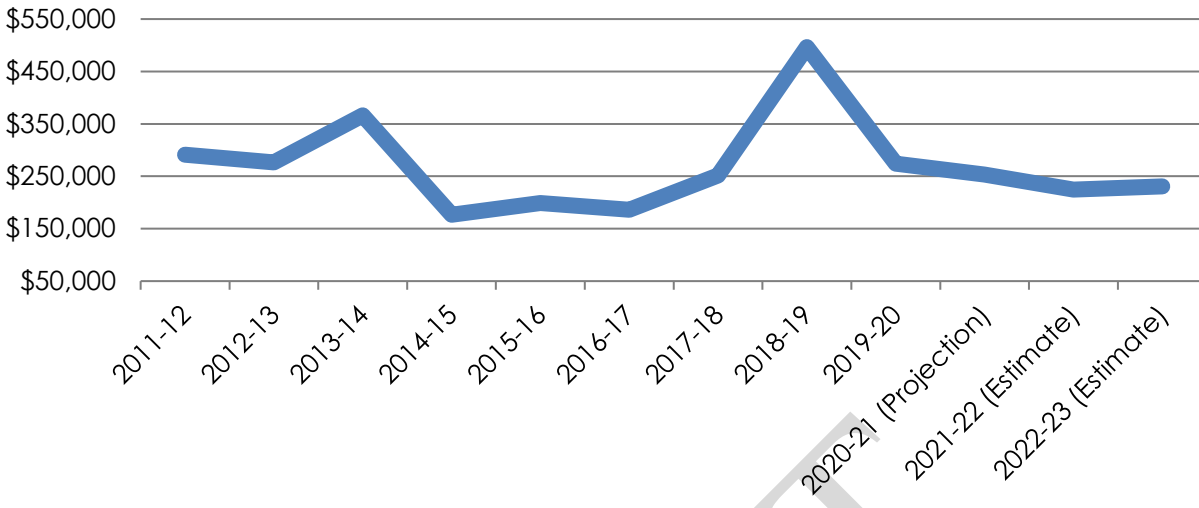
Summary of Significant Trends and Observations

- Interest revenue increased significantly from fiscal years 2014-15 through 2018-19, due to increases in short-term interest rates and diversification of the City's investments.
- Since 2019, short-term interest rates have declined dramatically and are again at Fiscal Year 2015-16 levels. The negative impact of declining interest rates on interest revenue has been somewhat mitigated due to investments in certificates of deposit with laddered maturities.
- Interest rates are expected to remain low through Fiscal Year 2022-23.
- The investable General Fund balance is expected to decrease in Fiscal Year 2021-22 due to construction of the City Hall/Public Library Project, which will have a negative impact on interest revenue.

**Miscellaneous Revenue**

Miscellaneous revenue is collected by the City as a result of agreements not accounted for in other revenue categories, reimbursements, and fines.

[Miscellaneous Revenue – Fiscal Years 2011-12 through 2022-23]



Budget Estimate (Fiscal Year 2021-22)	Percent Change from Projected Year-End Receipts (Fiscal Year 2020-21)	Budget Estimate (Fiscal Year 2022-23)	Percent Change from Projected Year-End Receipts (Fiscal Year 2021-22)
\$224,900	1.0%	\$231,000	2.7%

Summary of Significant Trends and Observations

- The majority of ongoing miscellaneous revenue comes from payment of the Waste & Recycling Reimbursement by the City's solid waste handling services provider and landfill-related revenue sharing from the County of Orange. Expected revenue growth in Fiscal Year 2022-23 is based on modest increases in both of the aforementioned revenue sources.
- A new solid waste handling services franchise agreement is expected to be entered into in Fiscal Year 2021-22. As the timing and fiscal impact of that new franchise agreement are not yet known, this budget assumes continuation of the existing terms and conditions governing payment of the Waste & Recycling Reimbursement.
- In Fiscal Year 2018-19, the City received a payment of \$326,471 from the City of Laguna Beach as part of a transfer of the City's California Public Utilities Commission Tariff Rule 20A allocation balance. That payment accounts for the significant increase in miscellaneous revenue in Fiscal Year 2018-19. Smaller payments related to other Rule 20A transfers were received from the City of Newport Beach in fiscal years 2019-20 and

2020-21. While the City of Newport Beach has a right of first refusal for potential future Rule 20A transfers through June 30, 2022, in the absence of confirmation of such transfers, this budget assumes no such revenue for fiscal years 2021-22 or 2022-23.

## GENERAL FUND SUMMARY – EXPENDITURES

General Fund operating expenditures for Fiscal Year 2021-22 are projected to be \$6,081,297, or 10.1% more than the projection for Fiscal Year 2020-21. In Fiscal Year 2022-23, General Fund operating expenditures are projected to increase to \$6,368,091, which reflects additional expenditures of \$286,794, or 4.7%, over the projection for Fiscal Year 2021-22.

The primary causes of General Fund operating expenditure increases for both fiscal years are modest, inflationary-type increases for most line items and more significant increases for law enforcement services.

An additional \$340,000 for Fiscal Year 2021-22 and \$230,000 for Fiscal Year 2022-23 is budgeted to support the following non-operating expenditures and transfers to the Capital Projects Fund:

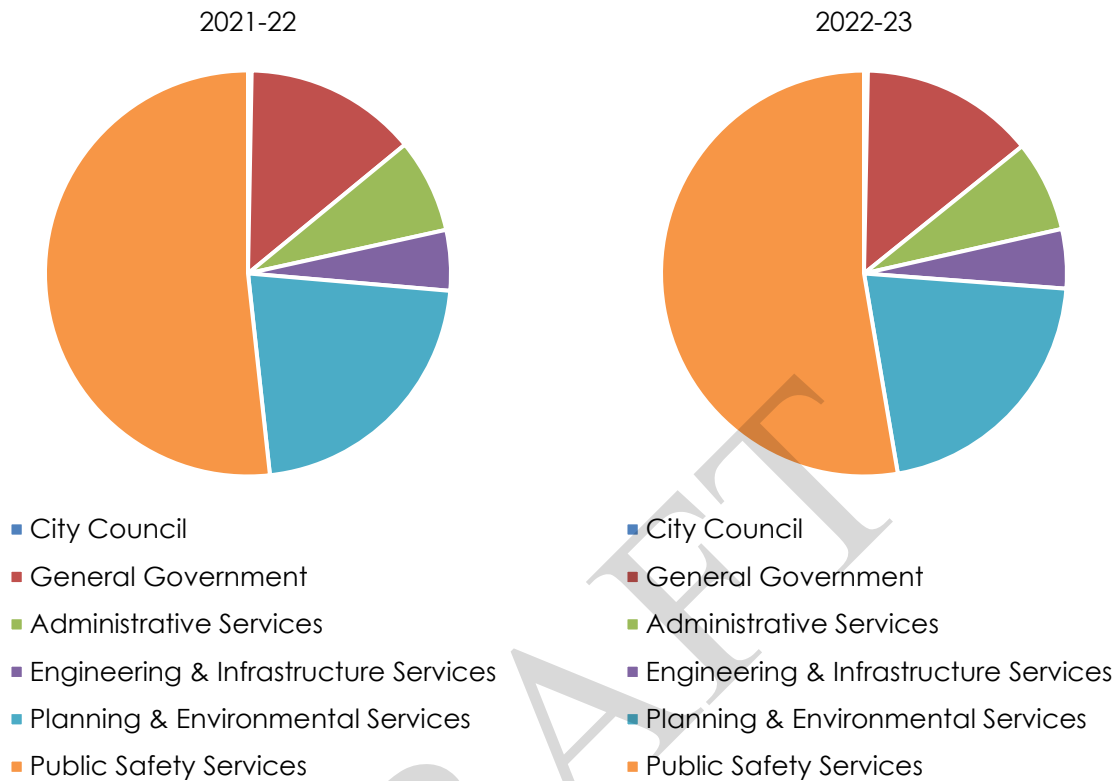
### Fiscal Year 2021-22

- *Non-Operating Expenditures*
  - Building Permitting Records Digitization (\$25,000)
  - Information Technology & Cyber Security Account (\$25,000)
  - TOTAL: \$50,000
- *Transfers to the Capital Projects Fund*
  - City Hall Refurbishment and Safety Project: Phase 3 (\$20,000)
  - City Hall/Public Library Project (\$250,000)
  - Ridge Route Drive Landscape Project (\$20,000)
  - TOTAL: \$290,000

### Fiscal Year 2022-23

- *Transfers to the Capital Projects Fund*
  - City Hall Refurbishment and Safety Project: Phase 3 (\$230,000)
  - TOTAL: \$230,000

[General Fund Operating Expenditure Projections by Department  
– Fiscal Years 2021-23]



General Fund Department	Percent of Adopted Budget Estimate (Fiscal Year 2021-22)	Percent of Adopted Budget Estimate (Fiscal Year 2022-23)
City Council	0.3%	0.3%
General Government	13.8%	13.9%
Administrative Services	7.5%	7.3%
Engineering & Infrastructure Services	4.8%	4.7%
Planning & Environmental Services	21.9%	21.1%
Public Safety Services	51.7%	52.7%

**Employee Salaries, Benefits, and Taxes**

While employee salaries, benefits, and taxes relate to multiple departments within the General Fund, discussion is consolidated in this section for ease of reference. Additional organizational information is included in Chapter 2.0.

Salaries and Benefits

Compensation schedules and benefits are approved by the City Council at duly noticed public meetings. In addition to base salaries, full-time employees generally receive a monthly benefit allowance (which, irrespective of the cost to employees, limits the City's contributions toward medical, dental, and vision coverage), paid time off, paid holidays, and retirement benefits.

During Fiscal Years 2019-21, employee benefits were modified as follows:

- For part-time employees (employees who regularly work between 20 and 39 hours per week), removed the paid Winter Holiday and added two floating holidays that can be taken between December 24 and 31.
- For part-time employees, added the ability to provide a monthly benefit allowance of up to \$800 per month.
- For part-time employees, modified paid time off provisions to match the existing accrual for full-time employees (160 hours per year), pro-rated based on the number of hours regularly worked, up to a maximum accrual of 300 hours.
- Modified the Internal Revenue Code Section 125 Flexible Benefits Plan to permit participating employees to carryover up to \$550 of unused amounts in their health flexible spending accounts to the immediately following plan year, with the carryover amount adjusted in future years, as indexed to applicable statutory limits. This action was made possible as a result of federal H.R. 748 ("Coronavirus Aid, Relief, and Economic Security Act") and did not increase the City's costs.
- Modified the Internal Revenue Code Section 125 Flexible Benefits Plan to allow for limited-time increased election flexibility and carryovers between plan years for health and dependent care flexible spending accounts, as well as increased maximum contributions to dependent care flexible spending accounts. These actions were made possible as a result of federal H.R. 133 ("Consolidated Appropriations Act, 2021") and H.R. 1319 ("American Rescue Plan Act of 2021"). These actions did not increase the City's costs.
- Excluded the following groups of employees from membership in the California Public Employees' Retirement System ("CalPERS"): Student Intern, File Clerk, Receptionist, Cashier, Street Sweeping Operator, Waste Collection Worker, Crossing Guard, and Security Guard.

The most current employee compensation and benefits resolutions and the City Manager's employment agreement are available at City Hall and on the

City's website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)) > click on "Transparency & Public Records" > Click on "Employee Compensation and Benefits").

Except as noted, this budget does not envision changes to the compensation schedule or benefits for non-contract employees, nor to the terms of the City Manager's employment agreement. It does not include any new positions and allows for only minimal movement by employees within salary ranges.

#### California Public Employees' Retirement System

The City maintains defined benefit pension plans that are administered by CalPERS. The plans provide benefits to qualified employees based on their number of years of employment, age at retirement, and final compensation (average salary for a defined period of employment). Qualified employees hired prior to January 1, 2013, or otherwise eligible in accordance with the Public Employees' Pension Reform Act of 2013 ("PEPRA"), are considered "classic" members and are enrolled in a "2% at age 55" plan. Classic members contribute 7% of their annual covered salary. Qualified employees hired on or after January 1, 2013, and not considered "classic" members ("new/PEPRA members"), are enrolled in a "2% at age 62" plan and contribute a variable percentage of their annual covered salary, in accordance with PEPRA. The new/PEPRA employee contribution rate is 7.5% for Fiscal Year 2021-22 and may increase for Fiscal Year 2022-23.

CalPERS produces an annual valuation report for each city's pension plans based on information available as of June 30 of the preceding year. The City's expenditure appropriations for employer contributions to CalPERS are based on the information contained in the most current valuation reports. Current and prior valuation reports are available at City Hall and on CalPERS' website ([www.calpers.ca.gov](http://www.calpers.ca.gov)) > search "Public Agency Actuarial Valuation Reports" > search "Laguna Woods City" in the "Name" field). A link to CalPERS's website is also provided on the City's website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)) > click on "Government" > click on "Transparency & Public Records" > click on "CalPERS Pension Plans Actuarial Valuation Reports").

The City is required to make annual contributions to CalPERS that are based on a variety of assumptions including, but not limited to, rates of return on pooled investments managed by CalPERS. The difference between the sum of the City's accumulated plan assets and the total projected cost of earned pension benefits is referred to as "unfunded accrued liability" ("UAL").

The City's most current valuation reports are based on information as of June 30, 2019. The City's total UAL was calculated at \$121,081. In October 2020, the

City made lump sum payments to pay off the entirety of its then-calculated UAL (\$29,970). Those UAL payments followed earlier UAL payments in May 2017 (\$483,218), September 2018 (\$137,455), and October 2019 (\$101,092).

This budget and work plan does not include any additional UAL payments. CalPERS' next valuation reports will be released in August 2021, after which the City Council may consider making such payments.

In April 2021, the City Council approved the establishment of an irrevocable Pension Trust Fund to prefund required pension contributions. The City Council may consider making contributions to the Pension Trust Fund to increase interest earnings to offset future UAL payments.

Payroll Taxes – Employment Training Tax

The City is required to pay the State of California's Employment Training Tax, which provides funds to train employees in targeted industries to improve the competitiveness of California businesses. The City pays a rate established by the State, which for calendar year 2021 is 0.1% on the first \$7,000 of earnings.

Payroll Taxes – Social Security and Medicare

The City participates in Social Security and Medicare programs, which provide retirement and health benefits to qualified employees beginning as early as age 62. All employees (full-time, part-time, and limited part-time) pay the full employee contribution and the City pays an equivalent employer contribution, which for calendar year 2021 is 6.2% on the first \$142,800 of earnings for Social Security and 1.45% on all earnings for Medicare. Social Security and Medicare contributions account for approximately 98% of total payroll taxes paid by the City. Total costs for Social Security and Medicare are projected to be \$58,980 for Fiscal Year 2021-22 and \$59,848 for Fiscal Year 2022-23.

Payroll Taxes – State Unemployment Insurance

The City participates in the State of California's Unemployment Insurance program, which provides temporary financial assistance to qualified persons who have separated from employment. The City pays a rate established by the State, which for calendar year 2021 is 1.5% on the first \$7,000 of earnings.

Other-Post Employment Benefits (Retiree Medical)

As a member of the CalPERS health insurance program, the City is statutorily required to offset a portion of the cost of CalPERS health insurance premiums for qualified, retired employees ("other post-employment benefits" or "OPEB") at a minimum rate, adjusted annually. Rates are established by state law with the monthly cost for calendar year 2021 totaling \$143 per qualified, retired

employee. Retired employees pay the remainder of their premium costs.

In Fiscal Year 2015-16, the City established an irrevocable OPEB Trust Fund to prefund OPEB liabilities. The OPEB Trust Fund was established with an initial prefunding level equal to 80% of the then-current unfunded liability (\$60,511). While many employers use a “pay-as-you-go” formula to minimally fund OPEB liabilities, the establishment of an interest-bearing OPEB trust fund allows the City to proactively manage future costs and reduce unfunded liabilities.

An actuarial valuation completed in May 2018 calculated the City’s unfunded OPEB liability at \$46,631 as of June 30, 2017. In June 2018, the City made a supplemental contribution to the OPEB Trust Fund in the amount of \$23,812 to maintain a prefunding level equal to 80% of the projected benefits.

An actuarial valuation completed in June 2020 calculated the City’s unfunded OPEB liability at \$51,013 as of June 30, 2019. In June 2020, the City made a supplemental contribution to the OPEB Trust Fund in the amount of \$19,529 to maintain a prefunding level equal to 80% of the projected benefits.

This budget and work plan does not include any additional contributions to the OPEB Trust Fund. The next actuarial study will be completed in Fiscal Year 2021-22, after which the City Council may consider making such contributions.

#### Law Enforcement Retirement and Post-Employment Benefits

Agreements for law enforcement services with the County of Orange include certain employee retirement and OPEB-related expenses. While the City is not responsible for the County of Orange’s long-term retirement or OPEB liabilities, changes in the County of Orange’s contribution rates and actuarial valuations for the Orange County Employees Retirement System (“OCERS”) create a year-to-year budgetary risk exposure for the City. While retirement and OPEB-related expenses have a material and generally upward impact on the City’s costs, the City does not have a vote in either the County of Orange’s or OCERS’ decision-making. The City’s ability to project future law enforcement costs is further limited as the County of Orange does not provide long-term projections that separately identify pension costs with amortized unfunded liabilities.

### **GENERAL FUND EXPENDITURES BY DEPARTMENT**

For additional information on the role, responsibilities, and staffing for each City department, please refer to Chapter 2.0.

### **City Council Department**

#### Notes and Notable Changes from Prior Years

- Monthly compensation through the November 2022 General Municipal Election reflects current elections by Councilmembers. Compensation is fixed at \$300 per month, but may be waived at the discretion of each Councilmember.
- No budget is provided for City Council air travel.
- Funds for City-paid lodging for the California Joint Powers Insurance Authority's ("CJPIA") Annual Risk Management Educational Forum are only included for either the City Council's CJPIA director or alternate. As the Fiscal Year 2021-22 Risk Management Education Forum will be held virtually, funds for City-paid lodging are not included.

### **General Government Department**

#### Notes and Notable Changes from Prior Years

- Insurance costs vary from year-to-year based on actuarial studies of the CJPIA's claims experience. Funding requirements are allocated to each member of the insurance pool using loss experience and payroll, relative to other members.
- Funds are included for the City's annual dues for the Southern California Association of Governments, Orange County Council of Governments, and Orange County Local Agency Formation Commission. No funds are included for the League of California Cities.
- Funds are included for various City staff memberships in professional organizations, including the Government Finance Officers Association, California Municipal Treasurers Association, City Clerks Association of California, National Notary Association, Orange County City Managers' Association, and American Planning Association. No funds are included for the International Institute of Municipal Clerks.
- No budget is provided for City staff air travel.
- No budget is provided for City staff lodging costs for the CJPIA's Annual Risk Management Educational Forum. City staff may participate if the forum is held virtually or within driving distance of Laguna Woods.
- Funds are included for ContractSafe software, which replaces Laserfiche for agreement- and grant-related records management.
- Due to the impacts of COVID-19, and with the initial assistance of federal Coronavirus Aid, Relief, and Economic Security ("CARES") Act funding,

software to facilitate online notary/foreign pension acknowledgement appointment scheduling was acquired in Fiscal Year 2020-21. Funds are included to provide for the continued use of such software.

- Funds are included for the General Municipal Election on November 8, 2022 (assumption is City Council election only; no local ballot measures).
- Following a recent Commission on State Mandates decision (Vote by Mail Ballots: Prepaid Postage, 19-TC-01) that found that the California Elections Code requirement to provide prepaid postage for vote-by-mail ballots does not impose a reimbursable state-mandated program within the meaning of Article XIII(B)(6) of the California Constitution, the Orange County Registrar of Voters has advised that General Municipal Election charges will continue to include such postage.
- Janitorial services costs have increased significantly as a result of COVID-19. While the level of service is expected to be reduced during Fiscal Year 2021-22 and into Fiscal Year 2022-23 as guidance from the Centers for Disease Control evolves, contract labor costs have also increased, resulting in net budget increases.
- Beginning in Fiscal Year 2021-22, the budget for City Hall's Internet costs is included in the General Government Department rather than the Administrative Services Department. Due to increased teleconferencing and telecommuting necessitated by COVID-19, Internet service was enhanced (with a commensurate increase in cost) in Fiscal Year 2020-21. Costs will increase further in Fiscal Year 2021-22 as Internet service transitions between vendors and service delivery technologies. Costs will decrease in Fiscal Year 2022-23 at the culmination of that transition.
- Funds are included to provide a monthly \$79.50 technology allowance to employees who use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business (assumption is 1 position: City Clerk).

### **Administrative Services Department**

#### Notes and Notable Changes from Prior Years

- Beginning in Fiscal Year 2021-22, the budget for City Hall's Internet costs is included in the General Government Department rather than the Administrative Services Department.
- Due to the impacts of COVID-19, and with the initial assistance of federal CARES Act funding, new technologies to facilitate remote work and virtual meetings (e.g., video conferencing software, calling plans, and

computer equipment) were acquired in Fiscal Year 2020-21. Upon the expiration of the CARES Act funding in January 2021, ongoing licensing and subscription costs for those technologies were accommodated in the Administrative Services Department's budget. Funds are included to provide for the continued use of such technologies, as necessary.

- In Fiscal Year 2020-21, the City began the process of transitioning existing on-premises financial management software to Software as a Service ("SaaS"). By transitioning to SaaS, the City expects to improve ease of maintenance, security, redundancy, and remote functionality. Funds are included for ongoing licensing costs.
- The City remains in the process of modernizing its information technology systems and enhancing its cyber security posture. Funds are included to support ongoing licensing and subscription costs associated with cloud-based software deployed organization-wide. Funds for limited-term and extraordinary information technology and cyber security needs are included in the Information Technology & Cyber Security Account.
- Funds are included to provide a monthly \$79.50 technology allowance to employees who use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business (assumption is 1 position: Administrative Services Director/City Treasurer).

### **Engineering & Infrastructure Services Department**

#### **Notes and Notable Changes from Prior Years**

- Funds are included to provide for as-needed engineering services that are not related to transportation infrastructure.
- The City is required to expend at least \$104,578 in Fiscal Year 2021-22 and \$104,578 in Fiscal Year 2022-23 from its General Fund for transportation-related purposes in order to be eligible to receive funds from Orange County's Measure M2 (OC Go) one-half cent transportation-related sales tax. The amount of that "maintenance of effort" requirement will increase on July 1, 2023 and every three years thereafter based upon the California Department of Transportation ("CalTrans") Construction Cost Index for the preceding three calendar years, provided that the Construction Cost Index-based increase cannot exceed the growth rate in General Fund revenues during the update period.
- Maintenance costs for public parks continue to increase with most of the increase attributable to contract labor costs and utilities.
- Funds are included to provide a monthly \$79.50 technology allowance

to employees who use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business (assumption is 1 position: Management Analyst Series).

### **Planning & Environmental Services Department**

#### Notes and Notable Changes from Prior Years

- Contract staffing for building permitting-related activities continues to be enhanced to meet demand. Information on contract staffing levels and costs is available in the *Building, Planning, Encroachment, and Grading Permit Fee Study*, which is prepared annually and available at City Hall and on the City's website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org) > click on "Government" > click on "Transparency & Public Records" > click on "Fee Schedules and Studies").
- The City transitioned from a primarily paper-based to electronic building permitting system on November 18, 2019. The electronic system requires ongoing software and software implementation services that are funded in this budget. Those costs are also considered in the annual *Building, Planning, Encroachment, and Grading Permit Fee Study*.
- In Fiscal Year 2020-21, the City began the process of transitioning existing on-premises permitting software to Software as a Service ("SaaS"). By transitioning to SaaS, the City expects to improve ease of maintenance, security, redundancy, and remote functionality. Funds are included for ongoing licensing costs. Those costs are also considered in the annual *Building, Planning, Encroachment, and Grading Permit Fee Study*.
- Due to the impacts of COVID-19, and with the initial assistance of federal CARES Act funding, software to facilitate online building inspection scheduling was acquired in Fiscal Year 2020-21. Funds are included to provide for the continued use of such software.
- Funds are included to provide for as-needed planning services that are not related to reimbursable planning projects.
- Community waste events and collection costs are expected to increase following a recently completed competitive procurement process for hazardous waste handling services.
- Water quality (stormwater) costs continue to increase, with most of the increase attributable to activities required to comply with orders related to the State Water Resources Control Board's Statewide Water Quality Control Plans for Trash.
- Funds are included to provide a monthly \$79.50 technology allowance

to employees who use their personal cellular telephones, personal computers, and/or other personal technology to conduct City business (assumption is 2 positions: Management Analyst Series).

### **Public Safety Services Department**

#### Notes and Notable Changes from Prior Years

- The existing agreement with the City of Laguna Beach for animal control and shelter services began on July 1, 2020 and runs through June 30, 2023. Under that agreement, costs will remain lower than the amount paid for the same services in Fiscal Year 2019-20 through Fiscal Year 2021-22, before returning to approximately the Fiscal Year 2019-20 amount in Fiscal Year 2022-23.
- Projections continue to show that law enforcement services costs are increasing at an unsustainable rate in excess of the City's General Fund operating revenue primarily due to labor agreements approved by the Orange County Board of Supervisors, operational decisions made by the Orange County Sheriff's Department, and unfunded pension liabilities associated with the Orange County Employees Retirement System.
- The City's agreement with the County of Orange for law enforcement services in Fiscal Year 2021-22 includes an annual cost of \$3,068,532 (an increase of \$167,602, or approximately 5.78%, from Fiscal Year 2020-21).
  - Due to the Orange County Board of Supervisors' past proclivity to approve costly labor agreements with minimal advance notice to contracting cities, the law enforcement services budget assumes increases of 4% in Fiscal Year 2021-22 and 4% in Fiscal Year 2022-23. In Fiscal Year 2022-23, an additional 3% increase is assumed (for a total increase of 7% over Fiscal Year 2021-22) in anticipation of the Orange County Sheriff's Department's deployment of body-worn cameras. With the exception of body-worn cameras, no new law enforcement services are assumed or anticipated.
  - The budget assumes a funding offset from the State of California's Supplemental Law Enforcement Services Account ("SLESA") of \$158,100 in Fiscal Year 2021-22 and \$158,100 in Fiscal Year 2022-23. SLESA funds are accounted for in the Special Revenue Funds section of the budget (please refer to Chapter 6.0).
  - The budget assumes a cost savings of one-half of one percent of each fiscal year's base law enforcement services agreement cost, due to early payment discounts offered by the County of Orange.

- Funds continue to be included for the emotional and practical support services provided by Trauma Intervention Programs, Inc.

### **Information Technology & Cyber Security Account**

#### **Notes and Notable Changes from Prior Years**

- The Information Technology & Cyber Security Account was added to the budget in Fiscal Year 2019-20. To date, \$175,000 has been expended to address limited-term and extraordinary information technology and cyber security needs. Information Technology & Cyber Security Account expenditures are considered to be non-operating and are projected to be \$25,000 for Fiscal Year 2021-22. No appropriation is included for Fiscal Year 2022-23. For additional information, please refer to the description provided on page 5.0-35.

### **CAPITAL PROJECTS FUND REVENUE**

The Capital Projects Fund is used to account for resources that are reserved for either current- or future-year capital improvement purposes. All Capital Projects Fund resources come from transfers in from the unassigned General Fund balance.

Capital Projects Fund transfers in from the General Fund for Fiscal Year 2021-22 are estimated to be \$290,000, or 19.5% more than year-end projections for Fiscal Year 2020-21. In Fiscal Year 2022-23, Capital Projects Fund transfers in from the General Fund are estimated to be \$230,000, which reflects a decrease of \$60,000, or 20.7%, from the Fiscal Year 2021-22 estimate.

Additional funding for capital improvement purposes is budgeted in Special Revenue Funds and discussed separately in Chapter 6.0.

### **CAPITAL PROJECTS FUND EXPENDITURES**

Capital Projects Fund expenditures are considered to be non-operating and projected to be \$290,000 for Fiscal Year 2021-22 and \$230,000 for Fiscal Year 2022-23. All expenditures relate to the Capital Improvement Program projects listed below. For additional information, please refer to Chapter 8.0.

#### **Fiscal Year 2021-22**

- City Hall Refurbishment and Safety Project: Phase 3 (\$20,000)
- City Hall/Public Library Project (\$250,000)

- Ridge Route Drive Landscape Project (\$20,000)  
TOTAL: \$290,000

Fiscal Year 2022-23

- City Hall Refurbishment and Safety Project: Phase 3 (\$230,000)  
TOTAL: \$230,000

DRAFT

CITY OF LAGUNA WOODS Fiscal Years 2021-23 Budget & Work Plan Revenue Summary - General Fund								
Line Item	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Amended Budget	Fiscal Year 2020-21 Projection	Fiscal Year 2021-22 Budget	Percent Change from Prior Year Projection	Fiscal Year 2022-23 Budget	Percent Change from Prior Year Projection
<b>GENERAL FUND GROUP</b>								
<b>General Fund</b>								
Property Tax	2,625,423	2,767,653	2,826,400	3,042,921	3,115,500	2.4%	3,210,800	3.1%
Property Transfer Tax	89,740	85,478	74,000	88,000	89,300	1.5%	89,500	0.2%
Sales Tax	901,697	957,549	889,000	977,093	1,018,600	4.2%	1,058,400	3.9%
Franchise Fees	701,647	699,250	712,900	689,656	673,300	-2.4%	678,900	0.8%
Transient Occupancy Tax	483,729	349,660	225,000	234,300	336,000	43.4%	343,600	2.3%
Development Processing Fees	759,262	671,039	704,200	576,170	706,200	22.6%	713,300	1.0%
Interest	183,014	189,379	100,000	103,800	94,000	-9.4%	87,000	-7.4%
Miscellaneous:								
Regular	170,023	254,585	195,300	222,753	224,900	1.0%	231,000	2.7%
One-Time Rule 20A Transfer	326,471	19,227	-	30,747	-	-100.0%	-	-
<b>TOTAL GENERAL FUND (ALL REVENUE)</b>	<b>6,241,006</b>	<b>5,993,820</b>	<b>5,726,800</b>	<b>5,965,440</b>	<b>6,257,800</b>	<b>4.9%</b>	<b>6,412,500</b>	<b>2.5%</b>
Less: One-Time Rule 20A Transfer	(326,471)	(19,227)	-	(30,747)	-	-100.0%	-	-
<b>TOTAL GENERAL FUND (ONGOING REVENUE)</b>	<b>5,914,535</b>	<b>5,974,593</b>	<b>5,726,800</b>	<b>5,934,693</b>	<b>6,257,800</b>	<b>5.4%</b>	<b>6,412,500</b>	<b>2.5%</b>
<b>Capital Projects Fund</b>								
Intergovernmental	32,361	7,993	-	-	-	0.0%	-	0.0%
Interest	10,943	8,046	-	7,270	-	-100.0%	-	-
<b>TOTAL CAPITAL PROJECTS FUND</b>	<b>43,304</b>	<b>16,039</b>	<b>-</b>	<b>7,270</b>	<b>-</b>	<b>-100.0%</b>	<b>-</b>	<b>#DIV/0!</b>
<b>TOTAL GENERAL FUND GROUP (ALL REVENUE)</b>	<b>6,284,310</b>	<b>6,009,859</b>	<b>5,726,800</b>	<b>5,972,710</b>	<b>6,257,800</b>	<b>4.8%</b>	<b>6,412,500</b>	<b>2.5%</b>

*This page is intentionally blank.*

DRAFT

<b>CITY OF LAGUNA WOODS</b>				
<b>Fiscal Years 2021-23 Budget &amp; Work Plan</b>				
<b>Expenditures Detail - General Fund</b>				
Line Item	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Projection	Fiscal Year 2021-22 Budget	Fiscal Year 2022-23 Budget
<b><u>GENERAL FUND</u></b>				
<b>City Council</b>				
<u>General Expenses</u>				
Mileage and Parking	-	-	500	500
Travel, Conferences, and Meetings	262	-	1,655	1,655
<u>Compensation</u>				
Monthly Compensation	14,400	13,800	14,400	16,200
Payroll Taxes	1,102	1,056	1,102	1,239
<b>Total City Council</b>	<b>15,764</b>	<b>14,856</b>	<b>17,657</b>	<b>19,594</b>
<b>General Government</b>				
<u>General Expenses</u>				
Community Outreach	728	1,000	2,000	2,000
Insurance	66,305	68,182	49,171	56,113
Legal Services	141,311	79,637	151,800	151,800
Meeting Accessibility Services	2,800	3,200	5,650	5,650
Memberships and Dues	9,661	8,639	10,177	10,404
Mileage and Parking	963	975	500	500
Office Equipment & Maintenance	6,613	4,825	5,378	5,378
Office Supplies & Activities	7,822	8,300	10,000	10,000
Postage and Mailing	(42)	1,900	2,000	2,000
Printing	483	300	1,200	1,200
Public Notices	7,005	7,003	6,000	6,000
Records Management Services	3,552	5,487	10,207	10,207
Travel, Conferences, and Meetings	1,083	550	1,580	1,592
Other Projects and Services	22,379	3,080	17,350	17,350
<u>Election Expenses</u>				
City Council Election	-	25,443	-	25,000
<u>City Hall Expenses</u>				
Janitorial Services, City Hall	12,679	30,180	34,778	35,153
Maintenance, City Hall	52,067	50,290	37,004	38,960
Telephones, City Hall	24,420	27,685	29,965	34,286
Utilities, Electric, City Hall	20,130	22,195	22,620	25,335
Utilities, Gas, City Hall	436	725	612	796
Utilities, Internet, City Hall	-	-	11,130	9,480

<b>CITY OF LAGUNA WOODS</b>				
<b>Fiscal Years 2021-23 Budget &amp; Work Plan</b>				
<b>Expenditures Detail - General Fund</b>				
<b>Line Item</b>	<b>Fiscal Year 2019-20 Actual</b>	<b>Fiscal Year 2020-21 Projection</b>	<b>Fiscal Year 2021-22 Budget</b>	<b>Fiscal Year 2022-23 Budget</b>
Utilities, Water, City Hall	1,953	1,970	1,980	2,010
<u>Compensation &amp; Benefits</u>				
Salaries, Full-time	312,191	312,140	319,540	326,430
Salaries, Contra Acct.	(6,661)	(21,650)	-	-
Salaries, Part-time	9,288	192	-	-
Fringe Benefits	32,341	36,000	36,000	36,000
Supplemental Allowances	1,959	1,800	2,754	2,754
Payroll Taxes	21,736	21,177	24,761	25,086
Retirement (Employer Contribution)	30,989	33,360	35,011	35,589
Non-Operating - Lump Sum Payments (see detail below)	101,092	29,970	-	-
Benefit Administration	1,636	2,111	2,913	2,913
Retiree Medical (Employer Contribution)	6,437	5,076	5,148	5,405
Non-Operating - OPEB Trust Contribution (see detail below)	19,529	-	-	-
<b>Total General Government</b>	<b>912,885</b>	<b>771,742</b>	<b>837,229</b>	<b>885,391</b>
<b>Administrative Services</b>				
<u>General Expenses</u>				
Audit Services	22,200	22,800	26,500	26,500
Information Technology Services	46,390	66,865	67,128	68,700
Finance and Payroll Services	147,140	53,250	78,429	78,990
Card Processing Fees	604	6,375	6,000	6,000
Website Services	5,167	6,175	8,058	8,058
Other Projects & Services	5,357	-	2,500	2,500
<u>Compensation &amp; Benefits</u>				
Salaries, Full-time	137,965	201,993	199,591	203,583
Salaries, Contra Acct.	(3,818)	(2,150)	-	-
Fringe Benefits	23,390	33,600	33,600	33,600
Supplemental Allowances	-	-	954	954
Payroll Taxes	10,841	15,400	18,000	18,353
Retirement (Employer Contribution)	10,574	15,715	14,795	15,132
<b>Total Administrative Services</b>	<b>405,810</b>	<b>420,023</b>	<b>455,555</b>	<b>462,370</b>
<b>Engineering &amp; Infrastructure Services</b>				
<u>General Expenses</u>				
Engineering Services	56,066	27,635	14,460	14,460
Non-Operating (see detail below)	14,924	22,936	-	-

**CITY OF LAGUNA WOODS**  
**Fiscal Years 2021-23 Budget & Work Plan**  
**Expenditures Detail - General Fund**

Line Item	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Projection	Fiscal Year 2021-22 Budget	Fiscal Year 2022-23 Budget
Landscaping Services	66,759	65,575	68,523	71,245
M2 Maintenance of Effort	102,314	102,545	104,578	104,578
Maintenance, Catch Basins	-	2,050	-	-
<u>Utilities</u>				
Utilities, Street Lights, Residential	22,005	22,325	24,699	27,804
<u>Compensation &amp; Benefits</u>				
Salaries, Full-time	78,163	77,865	79,893	81,491
Less: M2 Maintenance of Effort	(32,118)	(25,550)	(18,891)	(18,965)
Fringe Benefits	12,000	12,000	12,000	12,000
Less: M2 Maintenance of Effort	-	-	(2,809)	(2,765)
Supplemental Allowances	795	954	954	954
Less: M2 Maintenance of Effort	-	-	(223)	(220)
Payroll Taxes	6,398	6,143	7,183	7,324
Less: M2 Maintenance of Effort	-	-	(1,660)	(1,666)
Retirement (Employer Contribution)	5,813	5,838	5,839	5,972
Less: M2 Maintenance of Effort	-	-	(1,416)	(1,384)
<b>Total Engineering &amp; Infrastructure Services</b>	<b>333,119</b>	<b>320,316</b>	<b>293,130</b>	<b>300,828</b>
<b>Planning &amp; Environmental Services</b>				
<u>General Expenses</u>				
Building Services	586,339	716,055	779,680	779,680
Non-Operating (see detail below)	2,537	17,463	25,000	-
Building Services, Printing	585	1,828	2,000	2,000
Building Services, Publications	1,439	-	-	2,000
Building Services, Software	-	-	42,149	42,149
Building Services, State Fees	-	-	5,200	5,200
Code Enforcement Services	28,674	39,740	34,560	35,251
Community Waste Events and Collections	37,645	31,375	40,635	42,570
Planning Services	22,233	67,185	45,000	45,000
Non-Operating (see detail below)	34,290	15,710	-	-
Waste Management Services	21,883	23,225	29,746	29,746
Water Quality Services	123,365	105,475	130,470	135,855
<u>Compensation &amp; Benefits</u>				
Salaries, Full-time	108,897	159,344	163,496	166,766
Salaries, Contra.	(9,505)	(13,509)	-	-
Fringe Benefits	13,937	24,000	24,000	24,000

<b>CITY OF LAGUNA WOODS</b>				
<b>Fiscal Years 2021-23 Budget &amp; Work Plan</b>				
<b>Expenditures Detail - General Fund</b>				
<b>Line Item</b>	<b>Fiscal Year 2019-20 Actual</b>	<b>Fiscal Year 2020-21 Projection</b>	<b>Fiscal Year 2021-22 Budget</b>	<b>Fiscal Year 2022-23 Budget</b>
Supplemental Allowances	-	-	1,908	1,908
Payroll Taxes	9,021	12,875	14,693	14,983
Retirement (Employer Contribution)	11,408	18,380	18,490	18,827
<b>Total Planning &amp; Environmental Services</b>	<b>992,748</b>	<b>1,219,146</b>	<b>1,357,027</b>	<b>1,345,935</b>
<b>Public Safety Services</b>				
<i>General Expenses</i>				
Animal Services	113,100	109,046	112,668	114,621
Law Enforcement Services	2,635,462	2,749,500	3,030,182	3,236,503
Other Public Safety Services	6,039	3,416	2,849	2,850
<b>Total Public Safety Services</b>	<b>2,754,601</b>	<b>2,861,962</b>	<b>3,145,699</b>	<b>3,353,974</b>
<b>Information Technology &amp; Cyber Security Account</b>				
<i>General Expenses</i>				
Non-Operating (see detail below)	130,000	45,000	25,000	-
<b>Total Information Technology &amp; Cyber Security Account</b>	<b>130,000</b>	<b>45,000</b>	<b>25,000</b>	<b>-</b>
Subtotal Operating Expenditures	5,242,555	5,521,966	6,081,297	6,368,091
Subtotal Non-Operating Expenditures	302,372	131,079	50,000	-
<b>TOTAL GENERAL FUND (ALL EXPENDITURES)</b>	<b>5,544,927</b>	<b>5,653,045</b>	<b>6,131,297</b>	<b>6,368,091</b>
<b>CAPITAL PROJECTS FUND</b>				
Capital Projects (see detail below)	327,534	242,606	290,000	230,000
<b>TOTAL CAPITAL PROJECTS FUND</b>	<b>327,534</b>	<b>242,606</b>	<b>290,000</b>	<b>230,000</b>
<b>TOTAL ALL GENERAL FUND GROUP (ALL EXPENDITURES)</b>	<b>5,872,461</b>	<b>5,895,651</b>	<b>6,421,297</b>	<b>6,598,091</b>
<i>Non-Operating Detail</i>				
GENERAL GOVERNMENT				
CalPERS Other Post-Employment Benefits (OPEB) Trust Contribution	19,529	-	-	-
CalPERS Retirement Unfunded Accrued Liability Lump Sum Payments	101,092	29,970	-	-
ENGINEERING & INFRASTRUCTURE SERVICES				
El Toro Road Drainage/Localized Flooding Analysis	14,924	-	-	-

<b>CITY OF LAGUNA WOODS</b>				
<b>Fiscal Years 2021-23 Budget &amp; Work Plan</b>				
<b>Expenditures Detail - General Fund</b>				
<b>Line Item</b>	<b>Fiscal Year 2019-20 Actual</b>	<b>Fiscal Year 2020-21 Projection</b>	<b>Fiscal Year 2021-22 Budget</b>	<b>Fiscal Year 2022-23 Budget</b>
Golf Cart Path/Low-Speed Vehicle Crossing Zone Signage	-	22,936	-	-
PLANNING & ENVIRONMENTAL SERVICES				
Building Permitting Records Digitization	2,537	17,463	25,000	-
General Plan Comprehensive Update	34,290	15,710	-	-
INFORMATION TECHNOLOGY & CYBER SECURITY ACCOUNT				
Expenditures are intended to address limited-term and extraordinary information technology and cyber security needs. Expenditures may include, but are not necessarily limited to, hardware, software, and equipment purchase and installation; network, data, and physical asset protection, redundancy, connectivity, and interoperability improvement; software optimization and workflow improvement; strategic planning; policy and procedure development; cyber security assessment; and, incident response and recovery. Expenditures for routine ("day-to-day") information technology consulting services, routine Internet and telecommunications services, and software license agreement and maintenance contract renewals beyond initial terms, are not permitted.				
	130,000	45,000	25,000	-
<b>TOTAL</b>	<b>302,372</b>	<b>131,079</b>	<b>50,000</b>	<b>-</b>
<i>Transfer to Capital Projects Fund Detail for Capital Projects</i>	<i>Fiscal Year 2019-20</i>	<i>Fiscal Year 2020-21</i>	<i>Fiscal Year 2021-22</i>	<i>Fiscal Year 2022-23</i>
"A Place for Paws" Dog Park Relocation Project	83,898	-	-	-
Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3	7,925	-	-	-
City Hall/Public Library Project	147,882	68,710	250,000	-
City Hall Refurbishment and Safety Project: Phase 1 (Construction)	59,593	-	-	-
City Hall Refurbishment and Safety Project: Phase 2 (Design and Construction)	20,243	173,896	-	-
City Hall Refurbishment and Safety Project: Phase 3	-	-	20,000	230,000
El Toro Road Traffic Signal Synchronization Project	1,204	-	-	-
Moulton Parkway Traffic Signal Synchronization Project	6,789	-	-	-
Ridge Route Drive Landscape Project	-	-	20,000	-
<b>TOTAL</b>	<b>327,534</b>	<b>242,606</b>	<b>290,000</b>	<b>230,000</b>

*This page is intentionally blank.*

DRAFT