

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Adjourned Regular Meeting  
Wednesday, June 5, 2024  
2:00 p.m.

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

Noel Hatch  
Mayor

Shari L. Horne  
Mayor Pro Tem

Cynthia Conners  
Councilmember



Annie McCary  
Councilmember

Carol Moore  
Councilmember

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

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

Public Comments/Testimony: The City accepts public comments/testimony in-person and in writing. For more information, please refer to page three of this agenda.

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

REGULAR MEETING SCHEDULE

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

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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. 24-08, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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FOR ADDITIONAL INFORMATION

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

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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, 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. 24-08, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

/s/ Yolie Trippy  
YOLIE TRIPPY, CMC, City Clerk

5/30/24  
Date

## **OPTIONS FOR PUBLIC COMMENTS/TESTIMONY**

### **1. In Person**

Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

Speakers are requested, but not required, to identify themselves, both on speaker cards and in comments/testimony. Speakers are advised that their names and any information submitted on speaker cards or otherwise provided in writing to the City may be disclosed or become a matter of public record. No speaker should expect privacy of such information.

### **2. In Writing**

Written public comments/testimony may be delivered to Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637) or sent via email ([cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org)) provided that they are received by the City prior to 2:00 p.m. on the day of this meeting.

Written public comments/testimony will be provided to the City Council and included in the City Clerk's written record of this meeting.

Parties submitting written public comments/testimony are requested, but not required, to identify themselves. Parties are advised that their names, email addresses, and any information submitted in writing to the City may be disclosed or become a matter of public record. No party should expect privacy of such information.

## **STREAM THIS MEETING ONLINE**

This meeting will be live streamed on Zoom (audio and/or video). ***Zoom is a streaming option only; public comments/testimony are not accepted via Zoom.***

- Visit [www.zoom.us](http://www.zoom.us)
- Click on "Join" toward the top right of the webpage
- Enter the following meeting ID: 875 6552 2727
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 041631
- Enter a name and email address as required by Zoom

Please note that information you enter into Zoom may be publicly visible and/or visible to other persons. No party should expect privacy of such information.

## **I. CALL TO ORDER**

### Introductory Notes:

Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

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## **II. ROLL CALL**

## **III. PLEDGE OF ALLEGIANCE**

## **IV. PRESENTATIONS AND CEREMONIAL MATTERS**

### 4.1 Elder Abuse Awareness Month – June 2024

*Recommendation:* Approve and present the proclamation.

### 4.2 Gun Violence Awareness Month – June 2024

*Recommendation:* Approve and present the proclamation.

### 4.3 Pride Month – June 2024

*Recommendation:* Approve and present the proclamation.

## **V. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

About Public Comments on Non-Agenda Items: 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 ask clarifying questions of the speaker, engage in brief discussion, refer items to City staff, and/or schedule items for consideration at future meetings.

**VI. CITY TREASURER’S REPORT** – None; the monthly report will be provided at the adjourned regular meeting on June 26, 2024

**VII. 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 or City staff requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action. Members of the public may address the City Council on items appearing on the Consent Calendar regardless of whether an item is removed for separate discussion and consideration of action.

7.1 As Needed Financial Consulting Services

*Recommendation:*

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension of an agreement with Irwin B. Bornstein.

AND

2. Approve an extension of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.2 Janitorial Services

*Recommendation:* Approve an agreement with Alliance Building Maintenance, LLC for janitorial services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

7.3 Landscape Architecture and Landscape Plan Review Services

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

7.4 Waste Management Consulting Services

*Recommendation:*

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with CityGreen Consulting, LLC.

AND

2. Approve an agreement with CityGreen Consulting, LLC for waste management consulting services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

7.5 El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2

*Recommendation:*

1. Approve the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2” design plans and specifications as prepared by the project engineer.

AND

2. Approve a notice of exemption for the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2” finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) and authorize the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

3. Award a contract agreement to GCI Construction, Inc. for the construction of the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2”, in the amount of \$123,070, plus authorized change orders not to exceed 25% of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

7.6 Fiscal Years 2023-34 Capital Improvement Program

*Recommendation:* Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A STATEMENT OF THE TRANSPORTATION-RELATED PROJECTS AND MEASURE M2 (OC GO) BUDGETS INCLUDED IN THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2024-25 THROUGH 2030-31, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS

7.7 Rejection of Claim

*Recommendation:* Reject the following claim against the City:

Jeri Miller vs. City of Laguna Woods,  
Claimant: Jeri Miller

**VIII. PUBLIC HEARINGS – None**

**IX. CITY COUNCIL BUSINESS**

9.1 Woods End Wilderness Preserve Trail Drainage and Improvement Project

*Recommendation:* Approve a conceptual design, tree palette, and

plant palette for the Woods End Wilderness Preserve Trail Drainage and Improvement Project, and authorize staff to prepare final design documents and construction drawings.

## 9.2 Automated License Plate Recognition Systems

*Recommendation:* Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 3.6 PERTAINING TO CONTRACTING FOR AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS, THE USE OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS, AND THE PLACEMENT OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEM CAMERAS (ALSO REFERRED TO AS “AUTOMATED LICENSE PLATE READERS”), AND DETERMINING AND CERTIFYING THAT THE RESOLUTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

## 9.3 Overhead Street Name Signs

*Recommendation:* Provide direction to staff regarding the design of new and replacement overhead street name signs including, but not limited to, background color, text color, whether to include the City logo, and whether to include a border.

# X. CITY COUNCIL REPORTS AND COMMENTS

About City Council Reports and Comments: 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.

## 10.1 Coastal Greenbelt Authority

Councilmember McCary, First Alternate: Mayor Pro Tem Horne, Second Alternate: Councilmember Connors

- 10.2 Orange County Fire Authority  
Mayor Hatch
- 10.3 Orange County Library Advisory Board  
Councilmember Moore; Alternate: Councilmember McCary
- 10.4 Orange County Mosquito and Vector Control District  
Mayor Pro Tem Horne
- 10.5 San Joaquin Hills Transportation Corridor Agency  
Councilmember Conners; Alternate: Mayor Hatch
- 10.6 South Orange County Watershed Management Area  
Councilmember Moore; Alternate: Mayor Pro Tem Horne
- 10.7 Liaisons to Community Bridge Builders  
Mayor Pro Tem Horne and Councilmember McCary
- 10.8 Other Comments and Reports

## **XI. CLOSED SESSION**

Closed Session Note: While members of the public are not permitted to attend closed session, prior to convening in closed session, the City Council will accept public comments on items appearing on the closed session agenda.

## **XII. CLOSED SESSION REPORT**

## **XIII. ADJOURNMENT**

No meeting on Wednesday, July 19, 2024 (Juneteenth National Independence Day)

Next Adjourned Regular Meeting: Wednesday, June 26, 2024 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, July 17, 2024 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

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**4.1**  
**ELDER ABUSE AWARENESS MONTH**  
**– JUNE 2024**

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**Proclamation**  
**City of Laguna Woods**  
**Elder Abuse Awareness Month**  
**June 2024**

WHEREAS, Laguna Woods is a community comprised mainly of older adults; and

WHEREAS, Elder Abuse Awareness Month is an international opportunity to bring attention to the all too prevalent maltreatment of older adults at home; and

WHEREAS, elder abuse is a problem that crosses all socio-economic boundaries and affects older adults regardless of gender, race, ethnicity, education, or location; and

WHEREAS, elder abuse manifests itself in a variety of forms, including physical, emotional, and financial abuse in homes and long-term care facilities; and

WHEREAS, elder abuse can cause lasting harm, financial ruin, and death; and

WHEREAS, there are physical, behavioral, and isolation warning signs that can be identified and acted upon to prevent or end instances of elder abuse; and

WHEREAS, ending instances of elder abuse often requires reporting by loved ones or other concerned parties, as well as professional intervention.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim June 2024 as “Elder Abuse Awareness Month” in the City of Laguna Woods and encourages residents and businesses to learn the warning signs of elder abuse and report all instances of known or suspected elder abuse.

Dated this 5<sup>th</sup> day of June, 2024

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Noel Hatch  
Mayor

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Attest: Yolie Trippy, CMC  
City Clerk

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**4.2**  
**GUN VIOLENCE AWARENESS MONTH**  
**– JUNE 2024**

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**Proclamation  
City of Laguna Woods  
Gun Violence Awareness Month  
June 2024**

**WHEREAS**, in 2022, there were more than 48,000 firearm-related deaths in the United States, according to provisional mortality data analyzed by the Centers for Disease Control and Prevention; and

**WHEREAS**, in 2022, approximately 132 people died from a firearm-related injury each day in the United States, more than half of which were suicides and more than 40% of which were homicides; and

**WHEREAS**, firearm-related injuries affect people in all stages of life, but have consistently ranked among the leading causes of death for people ages 1-44 in the United States; and

**WHEREAS**, safely storing firearms includes keeping firearms locked and unloaded; separating firearms and ammunition when not in use; making sure household members understand the safety guidelines concerning firearms; and, using cable locks, gun cases, lock boxes, biometric gun safes, and/or other safe storage options.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim June 2024 as “Gun Violence Awareness Month” in the City of Laguna Woods and encourages safe and responsible gun ownership.

Dated this 5<sup>th</sup> day of June, 2024

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Noel Hatch  
Mayor

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Attest: Yolie Trippy, CMC  
City Clerk

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**4.3**  
**PRIDE MONTH**  
**– JUNE 2024**

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**Proclamation  
City of Laguna Woods  
Pride Month  
June 2024**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim June 2024 as “Pride Month” in the City of Laguna Woods and encourages individuals to support understanding, to fight prejudice and discrimination in their own lives, and to treat others with dignity and respect.

Dated this 5<sup>th</sup> day of June, 2024

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Noel Hatch  
Mayor

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Attest: Yolie Trippy, CMC  
City Clerk

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**7.0**  
**CONSENT CALENDAR SUMMARY**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 5, 2024 Regular Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the June 5, 2024 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 5, 2024 Consent Calendar contains the following items:

- 7.1 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension of an agreement with Irwin B. Bornstein. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Mr. Bornstein is a highly qualified finance professional and Certified Public Accountant. He earned a Master of Business Administration degree from Stanford University and has worked in management roles for the cities of Anaheim, Whittier,

and Mission Viejo, where he retired in 2011 as Assistant City Manager/Administrative Services Director. Mr. Bornstein has provided as needed financial consulting services to the City for several years, and also provides or has provided similar services to the cities of Laguna Hills, Laguna Niguel, Placentia, San Marino, Stanton, Westminster, and others. Due to the continuing need for the services provided by Mr. Bornstein and Mr. Bornstein's qualifications and past performance, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

[2] Approval of an extension of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2025 with no increase in rates or other changes to terms and conditions.

- 7.2 Approval of an agreement with Alliance Building Maintenance, LLC for janitorial services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals ("RFP") for janitorial services was released on April 11, 2024 with proposals due by May 3, 2024. Five proposals were received (Alliance Building Maintenance, Allied Universal, Commercial Building Management, Omni Enterprise, and Team One Management). After reviewing all proposals, conducting reference checks for the two lowest cost firms (based on proposal amounts for routine City Hall services), and interviewing the lowest cost firm (based on proposal amounts for routine City Hall services), staff recommends that the City Council award the agreement to Alliance Building Maintenance, LLC due to factors including, but not limited to, cost and experience. Alliance Building Maintenance, LLC provides or has provided similar services for the City of Mission Viejo, as well as 1<sup>st</sup> Century Bank, Foothill Family Services, International Elevators Union, and Toyota of Pasadena.
- 7.3 Approval of an agreement with RJM Design Group, Inc. for landscape architecture and landscape plan review services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals ("RFP") for landscape architecture and landscape plan review services was released on April 11,

2024 with proposals due by May 3, 2024. Two proposals were received (NUVIS and RJM Design Group). After reviewing both proposals, staff recommends that the City Council award the agreement to RJM Design Group due to factors including, but not limited to, experience and past performance. RJM Design Group has provided landscape architecture and landscape plan review services to the City since June 7, 2021 and is currently providing those services under an agreement that ends on June 30, 2024. RJM Design Group provides or has provided similar services for the cities of Aliso Viejo, Huntington Beach, Laguna Niguel, Lake Forest, Long Beach, Mission Viejo, Newport Beach, and San Juan Capistrano.

- 7.4 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an agreement with CityGreen Consulting, LLC. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Michael Balliet is a highly qualified waste management professional who has provided as needed waste management consulting services to the City for many years. Mr. Balliet provides or has provided similar services to the cities of Costa Mesa, Irvine Newport Beach, Placentia, and Yorba Linda. Beginning in 2024, Mr. Balliet transitioned to providing services as part of CityGreen Consulting, LLC, a corporation he founded. With the existing agreement with Mr. Balliet ending on June 30, 2024, it is necessary to enter into an agreement with CityGreen Consulting, LLC to continue to receive Mr. Balliet's services after that date. Due to the continuing need for the services provided by Mr. Balliet and Mr. Balliet's qualifications and past performance, staff recommends waiving competitive bidding requirements for the proposed agreement.

AND

- [2] Approval of an agreement with CityGreen Consulting, LLC for waste management consulting services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement is for a one-year period through June 30, 2025
- 7.5 [1] Approval of the "El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2" design plans and specifications as prepared by the project engineer.

AND

[2] Approval of a notice of exemption for the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2” finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) and authorization for the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

[3] Award of a contract agreement to GCI Construction, Inc. for the construction of the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2”, in the amount of \$123,070, plus authorized change orders not to exceed 25% of the base amount; and authorization for the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

An agenda report is included with additional information.

- 7.6 Adoption of a resolution adopting a statement of the transportation-related projects and Measure M2 (OC Go) budgets included in the Capital Improvement Program for fiscal years 2024-25 through 2030-31, in conformance with Measure M2 (OC Go) requirements. The proposed resolution would satisfy an Orange County Transportation Authority requirement for the City to adopt a statement of the transportation-related projects and Measure M2 (OC Go) budgets included in the next seven years of its 11-year Capital Improvement Program in the format generated by the OCFundtracker database. The proposed resolution is consistent with the Fiscal Years 2023-34 Capital Improvement Program.
- 7.7 Rejection of the following claim against the City: Jeri Miller vs. City of Laguna Woods, Claimant: Jeri Miller. Carl Warren & Company, the City’s third-party claims administrator, recommends that the City reject this claim, which has to do with landscaping on El Toro Road.

## **7.1 AS NEEDED FINANCIAL CONSULTING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**EXTENSION OF THE  
CONSULTANT SERVICES AGREEMENT  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
IRWIN B. BORNSTEIN  
FOR AS NEEDED FINANCIAL SERVICES**

This EXTENSION of the CONSULTANT SERVICES AGREEMENT FOR AS NEEDED FINANCIAL SERVICES ("AGREEMENT") that was entered into on July 1, 2017, by and among the City of Laguna Woods, a general law city of the State of California ("CITY") and Irwin B. Bornstein, an individual ("CONSULTANT"), is made and entered into this \_\_\_\_\_ by and among CITY and CONSULTANT.

**WHEREAS**, the initial term of the AGREEMENT was for the period between July 1, 2017 and 11:59 p.m. on June 30, 2018; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended by mutual written agreement; and

**WHEREAS**, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2024.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2025 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

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

**CITY OF LAGUNA WOODS:**

Approved as to Form:

By \_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Alisha Patterson, City Attorney

**CONSULTANT:**

By \_\_\_\_\_  
Irwin B. Bornstein

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## **7.2 JANITORIAL SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
ALLIANCE BUILDING MAINTENANCE, LLC  
FOR JANITORIAL SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_\_ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Alliance Building Maintenance, LLC ("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 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2027. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of June 30, 2028.

**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 7.2

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 13 and 14 of this AGREEMENT, 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 7.2

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) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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.**

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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.

(c) 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.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

**SECTION 11. 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 12. 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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT 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 14. 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 15. 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 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

**SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

**SECTION 17. 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



To CONSULTANT: Alliance Building Maintenance, LLC  
ATTN: Officer  
136 W. Pomona Ave.  
Monrovia, CA 91016

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 22. 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 23. BINDING EFFECT.**

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

**SECTION 24. 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 25. 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 26. 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 27. ATTORNEYS FEES, COSTS, AND EXPENSES.**

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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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

### **SECTION 28. 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 29. 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 30. NO THIRD-PARTY BENEFICIARIES.**

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

### **SECTION 31. COUNTERPARTS.**

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original AGREEMENT.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF LAGUNA WOODS:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
George Martinez, Officer

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, City Attorney

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

CONSULTANT shall perform and complete City Hall and Public Library janitorial services by providing all labor, tools, equipment, materials, and supplies (except as noted herein) necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

CONSULTANT shall provide janitorial services for Laguna Woods City Hall ("City Hall") located at 24264 El Toro Road, Laguna Woods, CA 92637 and the Laguna Woods Public Library Building located at 24266 El Toro Road, Laguna Woods, CA 92637 ("Public Library").

City Hall is approximately 7,910 square feet and includes a combination of office space, conference rooms, public meeting areas, restrooms, and break rooms. Temporary accommodations that are located on the same parcel as City Hall, if ever utilized by CITY, shall also be covered by this AGREEMENT without the right for CONSULTANT to seek to renegotiate this AGREEMENT or modify the rates set forth in EXHIBIT "B" of this AGREEMENT, provided that the total square footage of all areas for which services are provided does not exceed 8,000 square feet and all areas are limited to office space, conference rooms, public meeting areas, restrooms, and break rooms.

Public Library consists of two areas – (Area 1) approximately 1,074 square feet of office space, public library space, and a restroom, and (Area 2) an adjacent Outdoor Activity Room and adjoining storage closet.

The services identified in EXHIBIT "A" of this AGREEMENT are not all-inclusive, and CONSULTANT understands and agrees that all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices, shall be provided.

CONSULTANT shall provide the following services:

**A. Daily Service (CITY HALL: TO OCCUR EVERY MONDAY, WEDNESDAY, AND FRIDAY BETWEEN 6 P.M. AND 11:59 P.M., AND AS REQUESTED BY CITY) (PUBLIC LIBRARY AREA 1: TO OCCUR EVERY MONDAY, TUESDAY, WEDNESDAY, THURSDAY, AND FRIDAY BETWEEN 6 P.M. AND 11:59 P.M., AND AS REQUESTED BY CITY)**

- *Baby Diaper Changing Stations:* Wipe down all hard surfaces with a damp cloth and dry. Clean, disinfect\*, and remove all spills and soiling.
- *Carpet Spot Cleaning:* Check all carpeted areas for new dirty spots, stains, and gum and, if found, treat with a carpet spot cleaning solution.
- *Carpeted Floors:* Vacuum all carpeted areas free of all visible debris including, but not limited to, areas underneath furniture, underneath mats, and behind doors.
- *Cobwebs.* Remove all cobwebs from corners, ceilings, light fixtures, and door/window frames.

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- *Drinking Fountains*: Clean and disinfect\* all metal surfaces and touch points, including orifices, drains, and push bars, as well as adjacent grab bars. Remove all smudges, fingerprints, marks, streaks, and other visible soil from the drinking fountains (including, but not limited to, calcium buildup).
- *Elevator (City Hall Only)*: Vacuum the carpeted floor of the elevator. Clean all buttons (inside and outside of the elevator car), control panels, and metal railings with an appropriate solution to remove smudges, fingerprints, marks, streaks, and other visible soil.
- *Interior Surfaces*: Remove smudges, fingerprints, marks, streaks, and other visible soil from all washable, interior hard surfaces including, but not limited to, mirrors, light switches, doors, door handles, door frames, telephone stations, and display cases.
- *Lobbies and Entrances*: Clean all glass doors (inside and outside) with an appropriate solution to remove smudges, fingerprints, marks, and streaks. Vacuum all door mats.
- *Non-Carpeted Floors*: Vacuum or sweep all non-carpeted floors free of all visible debris including, but not limited to, areas underneath furniture, underneath mats, and behind doors. Damp-mop and dry all non-carpeted floors with an appropriate solution to remove visible debris.
- *Restrooms*: Clean and polish stainless steel surfaces. Clean and disinfect\* all sinks, counters, receptacles, dispensers, partitions, fiberglass reinforced plastic (FRP)-covered walls, toilets, urinals, fixtures, and metal surfaces. Clean all mirrors and metal surfaces with an appropriate solution to remove smudges, fingerprints, marks, and streaks. Mop and clean all non-carpeted floors with an appropriate solution to remove fecal matter, urine, bodily fluids, and visible debris. Refill all soap dispensers and paper dispensers. Add water to floor drains to prevent sewer odor.
- *Tables, Counters, Desks, and Chairs*: Remove all non-permanent stains, spots, spills, and marks from desktops, counters, tables, chairs, cabinets, bookshelves, and other hard surfaces. Cleaning shall not be of such a degree as to remove the finish or leave abrasive marks.
- *Waste Receptacles and Shredders*: Empty all waste receptacles and shredders and return the same to the locations in which they were found. Clean the interior and exterior of all waste receptacles and the walls/surfaces next to waste receptacles. Replace all waste receptacle liners after each cleaning.
- *Irregularities*. Leave written notice for CITY staff of all irregularities observed during the performance of daily service (e.g., defective plumbing fixtures, electrical problems, burned-out lights, breakage or damage to light bulbs, missing supplies).
- *Setup of City Council Chambers*. Setup, rearrange, or stack in designated locations, tables and chairs in the City Council Chambers as requested by CITY.

\* For Daily Service, disinfection shall be performed using one or more United States Environmental Protection Agency (EPA)-registered disinfectant products appropriate for use on the surface for which it is used.

### **B. Monthly Service (PUBLIC LIBRARY AREA 2: TO OCCUR ONE CONSISTENTLY SCHEDULED WEEKDAY PER MONTH BETWEEN 6 P.M. AND 11:59 P.M., AND AS**

**REQUESTED BY CITY – CONSULTANT TO PROVIDE CITY WITH A SCHEDULE FOR SCHEDULED MONTHLY SERVICE)**

Note: Public Library Area 2 includes desktops, counters, tables, and chairs when set out prior to the beginning of janitorial services, or when setup by janitorial services personnel. Desktops, counters, tables, and chairs when stored in the storage closet are not included.

- *Blinds and Shutters:* Clean all dust, dry soil, and other visible debris from all blinds and shutters. Return all slats and cords to the position in which they were prior to cleaning.
- *Cobwebs.* Remove all cobwebs from corners, ceilings, light fixtures, and door/window frames.
- *Dusting:* Dust all surfaces including, but not limited to, doors, desktops, counters, tables, chairs, windowsills (interior and exterior), and wall-mounted artwork/plaques.
- *Non-Carpeted Floors:* Vacuum, sweep, or use other appropriate methods to keep all non-carpeted floors free of all visible debris including, but not limited to, areas underneath furniture, underneath mats, and behind doors.
- *Surfaces:* Remove smudges, fingerprints, marks, streaks, and other visible soil from all washable hard surfaces including, but not limited to, light switches, doors, door handles, and door frames.
- *Tables, Counters, Desks, and Chairs:* Remove all non-permanent stains, spots, spills, and marks from desktops, counters, tables, chairs, and other hard surfaces. Cleaning shall not be of such a degree as to remove the finish or leave abrasive marks.
- *Windows and Glass Doors:* Clean the interior and exterior surfaces and frames of all windows with an appropriate solution to remove smudges, fingerprints, marks, and streaks. For this bullet, “windows” refers to all interior and exterior windows, including glass doors.
- *Irregularities.* Leave written notice for CITY staff of all irregularities observed during the performance of daily service (e.g., defective plumbing fixtures, electrical problems, burned-out lights, breakage or damage to light bulbs, missing supplies).
- *Setup of Outdoor Activity Room.* Setup, rearrange, or stack in designated locations, tables and chairs in the Outdoor Activity Room as requested by CITY.

**C. Monthly Service (TO OCCUR ONE CONSISTENTLY SCHEDULED WEEKDAY PER MONTH BETWEEN 6 P.M. AND 11:59 P.M. FOR BOTH CITY HALL AND PUBLIC LIBRARY AREA 1, AND AS REQUESTED BY CITY – CONSULTANT TO PROVIDE CITY WITH A SCHEDULE FOR SCHEDULED MONTHLY SERVICE)**

- *Air Conditioner Supply Vents, Returns, and Exhaust Fan Grills:* Clean all dust, dry soil, particles, and other visible debris from vents, returns, and grills, as well as from walls and ceiling areas adjacent to vents, returns, and grills.
- *Balcony (City Hall Only):* Sweep or mop and dispose of all debris on the second-floor balcony.
- *Blinds and Shutters:* Clean all dust, dry soil, and other visible debris from all blinds and shutters. Return all slats and cords to the position in which they were prior to cleaning.

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- *Coffee Machines (City Hall Only)*: Clean all visible food/drink residue, debris, and waste material. Clean buttons and exterior surfaces with an appropriate solution to remove smudges, fingerprints, marks, and streaks.
- *Dishwasher (City Hall Only)*: Clean and polish stainless steel surfaces.
- *Dusting*: Dust all surfaces including, but not limited to, doors, desktops, counters, tables, chairs, cabinets, bookshelves, hard surfaces of cubicle partitions, windowsills (interior and exterior, excluding second floor exterior), and wall-mounted artwork/plaques.
- *Furniture*: Vacuum all upholstered furniture. Lift and vacuum underneath all removable cushions. Wipe down all vinyl and hard surfaces with a damp cloth and dry. Clean, disinfect\*, and remove all spills and soiling.
- *Ice Machines (City Hall Only)*: Clean and polish stainless steel surfaces.
- *Microwaves and Toaster Ovens (City Hall Only)*: Clean and polish stainless steel surfaces. Clean all visible food/drink residue, debris, and waste material. Clean buttons and interior and exterior surfaces with an appropriate solution to remove smudges, fingerprints, marks, and streaks.
- *Plexiglas Panels/Partitions (City Hall Only)*: Clean both sides of the Plexiglas panels/partitions at the first-floor public counter areas using one or more cleaning products appropriate for use on the surface for which it is used.
- *Refrigerators and Freezers (City Hall Only)*: Remove and dispose of all food and beverages (unless otherwise marked with the City's logo) from the refrigerator and freezer. Clean and polish stainless steel surfaces. Clean all visible food/drink residue, debris, and waste material. Clean buttons and interior and exterior surfaces with an appropriate solution to remove smudges, fingerprints, marks, and streaks.
- *Stairwells (City Hall Only)*: Sweep or mop and dispose of all debris in both stairwells. Wipe down all railings with a damp cloth and dry.
- *Windows and Glass Doors*: Clean the interior surfaces and frames of all first- and second-floor windows and the exterior surfaces and frames of all first-floor windows with an appropriate solution to remove smudges, fingerprints, marks, and streaks. For this bullet, "windows" refers to all interior and exterior windows, including glass doors.
- *Irregularities*. Leave written notice for CITY staff of all irregularities observed during the performance of daily service (e.g., defective plumbing fixtures, electrical problems, burned-out lights, breakage or damage to light bulbs, missing supplies).

\* For Monthly Service, disinfection shall be performed using one or more United States Environmental Protection Agency (EPA)-registered disinfectant products appropriate for use on the surface for which it is used.

### **D. Emergency Service (TO OCCUR AS REQUESTED BY CITY WITH ON-SITE RESPONSE REQUIRED WITHIN TWO (2) HOURS OF REQUEST BY CITY)**

Emergency services may include all or a portion of the work otherwise required for Daily Service, Monthly Service, and Disinfection Service.

**E. Special Event Service (TO OCCUR AS REQUESTED BY CITY)**

Special event services may include all or a portion of the work otherwise required for Daily Service, Monthly Service, and Disinfection Service, as well as:

- *Public Assistance:* Assist members of the public by removing items from vehicles, moving items to designated collection areas, and performing similar manual labor. Items may be up to fifty (50) pounds in weight and include items for disposal or recycling (e.g., universal waste, electronic waste, documents, light bulbs, batteries, and medication).

**Securing of Alarms, Doors, and Windows**

CITY shall issue necessary keys, entry codes, and alarm codes to CONSULTANT, as may change from time to time at CITY's sole discretion. CONSULTANT shall sign for the issuance of such keys, entry codes, and alarm codes and return all keys to CITY immediately upon termination of the agreement or request by CITY. CONSULTANT shall not duplicate any key nor allow any unauthorized personnel to be in possession of, or otherwise gain access to, any key, entry code, or alarm code. CONSULTANT shall provide verbal and written notice to CITY immediately upon becoming aware of any unauthorized use, duplication, or access of any key, entry code, or alarm code.

CONSULTANT shall ensure that City Hall and Public Library are alarmed, with all exterior doors and windows securely closed and locked prior to departure. In the event that City Hall or Public Library is occupied by CITY or County of Orange Library staff at the time of departure, CONSULTANT shall securely close and lock all exterior doors and windows, and notify CITY or County of Orange Library staff of their departure, but not alarm the building. CONSULTANT shall exercise reasonable care and attention to ensure that no entry to City Hall and Public Library is made by non-CITY or County of Orange Library employees while performing services outside of City Hall's business hours.

**Waste Disposal**

CONSULTANT shall deposit all waste generated or collected in the performance of its duties in a location(s) specified by CITY. Such location(s) may change from time-to-time, at CITY's sole discretion, and be on-site at City Hall, Public Library, and/or on an immediately adjacent parcel. CONSULTANT shall comply with all applicable source separation waste disposal requirements.

**Holiday Services and Schedule Modifications**

CONSULTANT shall not provide service of any kind on holidays observed by CONSULTANT for which holiday rates apply without obtaining prior written authorization from CITY.

CITY reserves the right to cancel any scheduled service by providing at least forty-eight (48) hours written notice to CONSULTANT. CONSULTANT shall not be compensated for such cancellations nor shall such cancellations change the rates set forth in this AGREEMENT.

**Supplies and Equipment**

- *Supplies:* CONSULTANT shall notify CITY at least ten (10) business days in advance of the need for any supplies necessary for the performance of its duties. Unless otherwise authorized, in writing, by CITY, CITY shall furnish all supplies deemed necessary by CITY to perform the requested services. CONSULTANT shall use all chemicals and other supplies in accordance with federal, state, and local laws, as well as comply with Material Safety Data Sheets standards. Material Safety Data Sheets shall be on-site and available for all chemicals stored and used within a service area prior to performing work. CITY or CONSULTANT, whichever furnished each, shall post copies of Material Safety Data Sheets for all chemicals used in each janitorial closet in compliance with Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1900.1200.
- *Equipment:* CITY shall supply a vacuum, mop, and mop bucket, which CONSULTANT may, but is not required, to use in the performance of its duties. All other necessary equipment, including all personal protective equipment (which, for the purpose of this AGREEMENT shall also include gloves, face masks, and similar materials), shall be purchased and maintained by CONSULTANT at CONSULTANT's own cost.

**On-Site Storage**

CITY shall provide a small closet and mop sink at City Hall for use by CONSULTANT while providing services at City Hall or Public Library. Said closet may be used to store supplies and equipment purchased and provided by both CITY and CONSULTANT. CONSULTANT shall acknowledge that it does not have exclusive control over said closet, that supplies and equipment are stored in said closet at CONSULTANT's own risk, and that said closet may be of insufficient size to store all necessary supplies and equipment. CITY shall not be responsible for CONSULTANT's losses from said closet.

**Supervision of Work**

CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under the agreement and coordinating the same with CITY, as well as for conducting regular on-site inspections of CONSULTANT's personnel to ensure compliance with the agreement. He/she/they shall have at least two (2) years of experience involving janitorial services and be fluent in the English language.

CONSULTANT shall work with CITY to establish procedures for providing notification of required services including, at a minimum, the designation of a primary and alternate point of contact, one of whom shall be available to CITY, via telephone, at all times.

**No Use of Office**

CONSULTANT shall not use any of City Hall's or Public Library's telephones, computers, or

office equipment while providing services.

**No Use of Amplified Sound**

CONSULTANT shall not use amplified sound (including, but not limited to, speaker settings on telephones or other personal electronic devices) while providing services.

**Uniforms Required**

At all times during City Hall and Public Library janitorial services, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from providing services.

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

CONSULTANT's rates shall be as follows:

*Table B-1: Compensation Schedule*

Service <sup>1</sup>	Regular Rate <sup>2</sup>	Holiday Rate <sup>2, 3</sup>
Daily Service (City Hall; including all items marked "City Hall Only" in Exhibit "A" of the AGREEMENT)	\$67.00/per day	\$95.00/per day
Daily Service (Public Library Area 1; excludes all items marked "City Hall Only" in Exhibit "A" of the AGREEMENT)	\$67.00/per day	\$95.00/per day
Monthly Service (City Hall; including all items marked "City Hall Only" in Exhibit "A" of the AGREEMENT)	\$85.00/per day	\$95.00/per day
Monthly Service (Public Library Area 1; excludes all items marked "City Hall Only" in Exhibit "A" of the AGREEMENT)	\$85.00/per day	\$95.00/per day
Monthly Service (Public Library Area 2)	\$85.00/per day	\$95.00/per day
Emergency Service (City Hall or Public Library Areas 1 or 2)	\$95.00/per hour/per person	\$95.00/per hour/per person
Special Event Service (City Hall or Public Library Areas 1 or 2)	\$95.00/per hour/per person	\$95.00/per hour/per person
Supplies Purchased with Prior Written Authorization from CITY	Actual Cost + 10% mark-up (as evidenced by receipts)	

<sup>1</sup> CITY reserves the right to cancel any scheduled service by providing at least forty-eight (48) hours written notice to CONSULTANT. CONSULTANT shall not be compensated for such

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cancellations, nor shall such cancellations change the rates set forth in this table.

<sup>2</sup> Rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, equipment, supplies, food, drink, or attire, except as noted in the AGREEMENT.

<sup>3</sup> “Holiday Rate” shall apply to the following holidays only: New Years Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. CONSULTANT shall not provide service of any kind on holidays for which holiday rates apply without obtaining prior written authorization from CITY.

### **Rate Changes**

CONSULTANT’s rates shall increase on July 1 of each calendar year (beginning on July 1, 2025) in the amount 2%.

**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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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: \$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:

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

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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.

## **7.3 LANDSCAPE ARCHITECTURE AND LANDSCAPE PLAN REVIEW SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**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 \_\_\_\_\_ ("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 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2027. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of June 30, 2028.

**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

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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 13 and 14 of this AGREEMENT, 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.

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Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

(c) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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 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.

(c) 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.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the

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necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

#### **SECTION 11. 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 12. 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

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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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT 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.

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(d) Notwithstanding the foregoing, if CONSULTANT's obligation to indemnify, defend, and/or hold harmless arises out of CONSULTANT's performance as a "design professional" (as that term is defined under California Civil Code Section 2782.8), then, to the extent required by California Civil Code Section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed CONSULTANT's proportionate percentage of fault..

#### **SECTION 14. 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 15. 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 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

#### **SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

#### **SECTION 17. TERMINATION OF AGREEMENT.**

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(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 "COMPENSATION AND METHOD OF PAYMENT" 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 18. 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 19. 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 20. 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 21. NOTICES.**

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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 22. 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 23. BINDING EFFECT.**

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

### **SECTION 24. 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 25. 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 26. 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 27. 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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 28. 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 29. 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 30. NO THIRD-PARTY BENEFICIARIES.**

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

**SECTION 31. COUNTERPARTS.**

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any

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electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original 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:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

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

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, 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 (“task”), CITY shall coordinate with CONSULTANT to identify the appropriate personnel type and amount of time necessary to provide the required level of service. It is CITY’s expectation that CONSULTANT will 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 subconsultants 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	\$220 per hour
Associate Landscape Architect	\$195 per hour
Landscape Architect / Project Manager	\$180 per hour
Job Captain / Landscape Designer	\$165 per hour
CADD Technician / Graphics	\$150 per hour
Administrative Staff	\$105 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, business license, and other related fees; reprographics; courier/ mailing services; soils testing services; and subconsultant services (e.g., architecture (non-landscape), civil engineering, electrical engineering, geotechnical engineering, and structural engineering), all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost plus 15% (as evidenced by receipts). 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, 2025) 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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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.

(5) Professional liability insurance.

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.

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(4) Professional Liability: \$1,000,000 per claim and no less than \$1,00,000 general aggregate.

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

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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 that meet the requirements stated herein.

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.

## **7.4 WASTE MANAGEMENT CONSULTING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
CITYGREEN CONSULTING, LLC  
FOR WASTE MANAGEMENT CONSULTING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_\_ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and CityGreen Consulting, LLC ("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 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2025. Such term may be extended upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

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

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

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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 13 and 14 of this AGREEMENT, 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 7.4

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) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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.**

## ITEM 7.4

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.

(c) 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.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

**SECTION 11. 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 12. 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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT 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 14. 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 15. 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 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

**SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

**SECTION 17. 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.

ITEM 7.4

(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 "COMPENSATION AND METHOD OF PAYMENT" 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 18. 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 19. 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 20. 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 21. 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: CityGreen Consulting, LLC  
ATTN: President  
30181 Outpost Road  
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 22. 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 23. BINDING EFFECT.**

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

**SECTION 24. 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 25. 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 26. 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 27. 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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 28. ENTIRE AGREEMENT.**

ITEM 7.4

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 29. 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 30. NO THIRD-PARTY BENEFICIARIES.**

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

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

**CITY OF LAGUNA WOODS:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Michael Balliet, President

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, City Attorney

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

CONSULTANT shall perform and complete waste management consulting 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 "Scope of Services" and this AGREEMENT.

CONSULTANT's services may relate to solid waste, electronic waste, household hazardous waste, medical waste, and other waste collection, recycling, and disposal services.

CONSULTANT's services shall be performed on an as-needed basis when requested by CITY and may generally include, but not be limited to, the following:

- a) Assist CITY with the preparation and submittal of reports to the California Department of Resources, Recycling, and Recovery ("CalRecycle") and other government agencies, including reports necessary to maintain compliance with California Assembly Bill 939 and other waste and recycling legislation.
- b) Assist CITY with the preparation and submittal of grant applications and other grant-related documentation, including progress reports and payment requests.
- c) Assist CITY with the development and implementation of waste and recycling programs, including public education campaigns, waste disposal and collection events, and other programs that promote waste diversion and regulatory compliance.
- d) Assist CITY with the monitoring, auditing, and enforcement of CITY's waste and recycling agreements, including solid waste handling franchise agreement(s).
- e) Advise and make recommendations to CITY on matters pertaining to CITY's waste and recycling service delivery arrangements with solid waste handling franchisee(s) and other independent contractors, systems, programs, policies, and procedures.

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

CONSULTANT shall be compensated using the rates set forth in Table B-1.

*Table B-1: Compensation Schedule*

<b>CONSULTANT Position</b>	<b>Hourly Rate<sup>1</sup></b>
Principal Level Project Manager	\$135 per hour
Senior Staff Consultant	\$125 per hour
Staff Consultant	\$110 per hour

<sup>1</sup> CONSULTANT shall bill hourly rates in 15-minute increments with no minimum or maximum.

The rates set forth in Table B-1 are all inclusive, with the exception of courier/ mailing services and special, non-routine expenses, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts).

CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, food, or drink.

**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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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.

(4) Professional Liability: \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

#### ITEM 7.4

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

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

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

**7.5**

**EL TORO ROAD AND MOULTON PARKWAY  
WATER QUALITY TREATMENT PROJECT:  
PHASE 2**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 5, 2024 Adjourned Regular Meeting

**SUBJECT:** El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2

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### **Recommendation**

1. Approve the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2” design plans and specifications as prepared by the project engineer.

AND

2. Approve a notice of exemption for the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2” finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) and authorize the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

AND

3. Award a contract agreement to GCI Construction, Inc. for the construction of the “El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2”, in the amount of \$123,070, plus authorized change orders not to exceed 25% of the base amount; and authorize the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

## **Background**

The El Toro Road and Moulton Parkway Water Quality Treatment Project (“project”) is included in the Fiscal Years 2023-34 Capital Improvement Program and involves the construction of a modular wetland system unit on westbound El Toro Road east of Aliso Creek Road near Woods End Wilderness Preserve, and a vegetated swale on southbound Moulton Parkway between City Centre Park and El Toro Road. Work specifically consists of, but is not limited to, constructing a vegetated swale with landscaping, a retaining wall, gabion structures, sidewalk culverts, and area drains; and a modular wetland system, including relocation of an impacted electrical conduit and sidewalk removal and replacement.

After three rounds of unsuccessful bid solicitation to construct the project in a single phase, the project was separated into two phases – Phase 1, encompassing the vegetated swale work on Moulton Parkway, and Phase 2, encompassing the modular wetland system work on El Toro Road.

## **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on the El Toro Road and Moulton Parkway Water Quality Treatment Project. The recommended action is specific to Phase 2, the modular wetland system work on El Toro Road.

Staff recommends that the City Council take the following three actions to allow construction of Phase 2 to proceed:

### **Recommendation 1**

Approval of the Phase 2 project design plans and specifications as prepared by the project engineer (Fusco Engineering, Inc). The design plans and specifications are available for review at or from the City Clerk’s Office, Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Telephone: (949) 639-0500. Email: [cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org).

### **Recommendation 2**

Approval of a notice of exemption for Phase 2 of the project (Attachment A) finding that Phase 2 of the project is categorically exempt from the California

Environmental Quality Act (“CEQA”) and authorization for the City Manager to cause the notice of exemption to be filed pursuant to applicable law.

### Recommendation 3

Award of a contract agreement to GCI Construction, Inc. for the construction of Phase 2 of the project, in the amount of \$123,070, plus authorized change orders not to exceed 25% of the base amount; and authorization for the City Manager to execute a contract agreement and approve change orders, subject to approval of the contract agreement as to form by the City Attorney.

Bids to construct the project were solicited from April 25, 2024 through May 23, 2024. One bid was received (see Table 1). After review, GCI Construction, Inc. is the lowest cost responsive bidder.

*Table 1: Bids Received*

<b>Bidder</b>	<b>Bid Amount</b>
GCI Construction, Inc.	\$123,070

It is anticipated that construction would be complete within 30 calendar days of the date the City issues a Notice to Proceed to the selected contractor. The City would issue the Notice to Proceed no later than July 15, 2024.

### Environmental Review

The project is categorically exempt from CEQA pursuant to California Code of Regulations, Title 14, Sections 15301 and 15304. For additional information, refer to the proposed notice of exemption (Attachment A).

### Fiscal Impact

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

Report Prepared With: April Baumgarten, Public Works Administrator

Attachment: A – Proposed Notice of Exemption (Phase 2)

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Recording requested by City of Laguna Woods  
When recorded, mail to City of Laguna Woods,  
24264 El Toro Road, Laguna Woods, CA 92637.  
(949) 639-0500

Exemption Code 6103



**NOTICE OF EXEMPTION**

<b>To:</b> County of Orange Orange County Clerk-Recorder P.O. Box 238 Santa Ana, CA 92701	<b>From:</b> City of Laguna Woods 24264 El Toro Road Laguna Woods, CA 92637 (949) 639-0500
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**Project Title:** El Toro Road and Moulton Parkway Water Quality Treatment Project: Phase 2

**Project Applicant:** City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637  
(949) 639-0500

**Project Location – Specific:** The project is located within the City of Laguna Woods’ public right-of-way on westbound El Toro Road between the signalized intersections at Calle Corta and Aliso Creek Road. Aliso Creek Road is a public street in Aliso Viejo, California, County of Orange.

**Project Location – City:** Laguna Woods, California **Project Location – County:** Orange

**Description of Nature, Purpose, and Beneficiaries of Project:** The project consists of, but is not limited to, the construction of a modular wetland system, relocation of traffic signal electrical conduit and wiring, and removal and replacement of concrete sidewalk.

This project is intended to help achieve compliance with applicable National Pollutant Discharge Elimination System (“NPDES”) requirements for the Moulton Widening Project, Segment 3 Phase II from 400’ North of El Toro Road to 50’ North of Santa Maria Avenue (“Moulton Project”). The Moulton Project was managed by the County of Orange and was to have included several structural Best Management Practices (“BMPs”) to treat stormwater runoff that were ultimately not constructed. The BMPs included in this project (inclusive of both phases 1 and 2) will treat a portion of an area equivalent in size as those unconstructed BMPs.

By furthering compliance with NPDES requirements, this project will reduce water pollution and improve downstream water quality, thus providing environmental and public health benefits.

**Name of Public Agency Approving Project:** City of Laguna Woods

**NOTICE OF EXEMPTION  
EL TORO ROAD AND MOULTON PARKWAY WATER QUALITY TREATMENT  
PROJECT: PHASE 2  
CITY OF LAGUNA WOODS**

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**Name of Person or Agency Carrying Out Project:** City of Laguna Woods

**Exempt Status:**

X	Categorical Exemption (Sec. 15301, Sec. 15302, Sec 15304)
	Declared Emergency (Sec. 21080(b)(3); 15269(a))
	Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
	Ministerial (Sec. 21080(b)(1); 15268)
	Statutory Exemption
	Not Subject to CEQA (Sec. 15061(b)(3))

**Reasons Why Project is Exempt:**

CLASS 1

The project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14 (the State CEQA Guidelines) Section 15301 (Class 1, Existing Facilities). Section 15301 exempts from environmental review the “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.”

Subsection (c) of Section 15301 provides the following as non-exclusive examples of types of “existing facilities”: “Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety, and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes).”

Subsection (f) of Section 15301 provides the following as non-exclusive examples of types of “existing facilities”: “Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.”

The project consists only of minor alteration work within the City of Laguna Woods’ public right-of-way for an existing public street and arterial highway (El Toro Road). The project does not expand the existing or former use of El Toro Road; it only adds a modular wetland system and related structures and landscaping within existing right-of-way to treat stormwater runoff already generated by El Toro Road. The modular wetland system will be placed on a site that includes existing landscaping. The project includes the relocation of existing traffic signal electrical conduit and wiring, and removal and replacement of existing concrete sidewalk, only as necessary to accommodate the addition of a modular wetland system. The traffic signal electrical conduit and wiring, and concrete sidewalk, when relocated and replaced, will serve substantially the same use as they did before.

**NOTICE OF EXEMPTION  
EL TORO ROAD AND MOULTON PARKWAY WATER QUALITY TREATMENT  
PROJECT: PHASE 2  
CITY OF LAGUNA WOODS**

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Based on the scope of work, the project meets the criteria for Class 1 categorical exemption.

CLASS 2

The project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14 (the State CEQA Guidelines) Section 15302 (Class 2, Replacement or Reconstruction). Section 15302 exempts from environmental review the “replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.”

Subsection (c) of Section 15302 provides the following as non-exclusive examples of types of “replacement or reconstruction”: “Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.” The project consists only of minor alteration work within the City of Laguna Woods’ public right-of-way for an existing public street and arterial highway (El Toro Road). The project does not expand the capacity of El Toro Road; it only adds a modular wetland system and related structures and landscaping within existing right-of-way to treat stormwater runoff already generated by El Toro Road. The modular wetland system will be placed on a site that includes existing landscaping. The project includes the relocation of existing traffic signal electrical conduit and wiring, and removal and replacement of existing concrete sidewalk, only as necessary to accommodate the addition of a modular wetland system. The traffic signal electrical conduit and wiring, and concrete sidewalk, when relocated and replaced, will serve substantially the same purpose and capacity as they did before.

Based on the scope of work, the project meets the criteria for Class 2 categorical exemption.

CLASS 4

The project is also categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to California Code of Regulations, Title 14 (the State CEQA Guidelines) Section 15304 (Class 4, Minor Alterations to Land). Section 15304 exempts from environmental review “minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes.”

Subsection (b) of Section 15304 provides the following as non-exclusive examples of types of “minor alterations to land”: “New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.” The project consists only of minor alteration work within the City of Laguna Woods’ public right-of-way for an existing public street and arterial highway (El Toro Road). The project does not include the removal of any “healthy, mature, scenic trees.” The project includes the planting of new shrubs, as part of a new modular wetland system that will be placed on a site that includes existing landscaping. The minor alterations included in the project are primarily a modular wetland system and related structures and landscaping to treat stormwater runoff already generated by El Toro Road. While the new landscaping is smaller than the size required to comply with the City of Laguna Woods’ Water Efficient Landscape Ordinance (Laguna Woods Municipal Code Chapter 10.03), the proposed

**NOTICE OF EXEMPTION  
EL TORO ROAD AND MOULTON PARKWAY WATER QUALITY TREATMENT  
PROJECT: PHASE 2  
CITY OF LAGUNA WOODS**

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shrubs (*Festuca mairei*) are drought tolerant and do not require significant amounts of water. The City of Laguna Woods' Water Efficient Landscape Ordinance was adopted by the Laguna Woods City Council to be at least as effective as the Model Water Efficient Landscape Ordinance included in Title 23, Division 2, Chapter 2.7, of the California Code of Regulations.

Based on the scope of work, the project meets the criteria for Class 4 categorical exemption.

**Lead Agency Contact Person:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Macon  
City Manager  
City of Laguna Woods

Date Received for Filing at OPR: \_\_\_\_\_

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

**7.6**  
**FISCAL YEARS 2023-34 CAPITAL  
IMPROVEMENT PROGRAM**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**RESOLUTION NO. 24-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A STATEMENT OF THE TRANSPORTATION-RELATED PROJECTS AND MEASURE M2 (OC GO) BUDGETS INCLUDED IN THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2024-25 THROUGH 2030-31, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS

**WHEREAS**, the City of Laguna Woods (“City”) seeks to maintain its eligibility to receive apportionments of Measure M2 (OC Go) sales tax revenues that can be used to fund transportation-related projects and programs; and

**WHEREAS**, a prerequisite of such eligibility for the City is the annual filing of a Measure M2 (OC Go) eligibility package for review and approval by the Orange County Transportation Authority (“OCTA”); and

**WHEREAS**, a required component of the Measure M2 (OC Go) eligibility package is an adopted seven-year Capital Improvement Program that includes, at a minimum, all programs and projects which are needed to meet and maintain adopted levels of service and performance standards, in addition to all projects and programs proposed to receive Measure M2 (OC Go) funding; and

**WHEREAS**, the Capital Improvement Program, for the purpose of Measure M2 (OC Go) eligibility, is recognized as a program and project finance and planning tool to assist the City in the long-term development and funding of transportation-related programs and projects, and not a budget commitment beyond the fiscal year(s) for which budgets have been adopted by the City Council; and

**WHEREAS**, the City updates the Capital Improvement Program annually to include adjustments to funding and project schedules; and

**WHEREAS**, the City has identified the development and adoption of an 11-year Capital Improvement Program that includes both transportation and non-transportation-related programs and projects as a prudent action to assist with long-term financial planning; and

**WHEREAS**, on May 15, 2024, the City Council adopted an 11-Year Capital Improvement Program for Fiscal Years 2023-24 through 2033-34; and

**WHEREAS**, the OCTA requires that the City Council adopt a statement of the transportation-related projects and Measure M2 (OC Go) budgets included in the next seven years of the City’s 11-year Capital Improvement Program in the format generated by the OCTA’s OCFundtracker database, no later than June 28, 2024.

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

**SECTION 1.** The OCFundtracker database-generated statement of the transportation-related projects and Measure M2 (OC Go) budgets included in the City’s Capital Improvement Program for fiscal years 2024-25 through 2030-31 is adopted in conformance with Measure M2 (OC Go) requirements, as attached hereto as Exhibit A and incorporated herein by reference. Exhibit A replaces and supersedes all previous OCFundtracker database-generated statements of the transportation-related projects and Measure M2 (OC Go) budgets included in the City’s Capital Improvement Program for fiscal years 2024-25 through 2030-31 adopted by the City Council for all or a portion of fiscal years 2024-25 through 2030-31.

**SECTION 2.** This resolution shall be used for no other purpose than to satisfy requirements for the City to maintain Measure M2 (OC Go) eligibility.

**SECTION 3.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2024.

\_\_\_\_\_  
NOEL HATCH, 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. 24-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 2024, by the following vote:

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

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YOLIE TRIPPY, CMC, City Clerk

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**Orange County Transportation Authority**  
**FY 2024/25 - FY 2030/31 Capital Improvement Program**

<b>TIP ID</b> CP-12304		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of							
<b>Local Project Number:</b>		<b>Project Title</b>							
<b>Additional Project IDs:</b>		Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 11							
<b>Type of Work:</b> Pedestrian		<b>Project Description</b>							
<b>Type of Work Description:</b> Pedestrian - Reconstruction or rehabilitation of sidewalk		Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.							
<b>Limits</b>		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Various Locations City Wide		2028	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$168,826
<b>Project Notes</b>		<b>Totals: \$0 \$0 \$150,000 \$0 \$150,000 \$168,826</b>							
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>	

<b>TIP ID</b> CP-12305		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of							
<b>Local Project Number:</b>		<b>Project Title</b>							
<b>Additional Project IDs:</b>		Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 12							
<b>Type of Work:</b> Pedestrian		<b>Project Description</b>							
<b>Type of Work Description:</b> Pedestrian - Reconstruction or rehabilitation of sidewalk		Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.							
<b>Limits</b>		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Various Locations City Wide		2029	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$173,891
<b>Project Notes</b>		<b>Totals: \$0 \$0 \$150,000 \$0 \$150,000 \$173,891</b>							
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>	

<b>TIP ID</b> CP-12306		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of							
<b>Local Project Number:</b>		<b>Project Title</b>							
<b>Additional Project IDs:</b>		Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 13							
<b>Type of Work:</b> Pedestrian		<b>Project Description</b>							
<b>Type of Work Description:</b> Pedestrian - Installation of ADA access ramps		Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.							
<b>Limits</b>		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Various Locations City Wide		2030	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$179,108
<b>Project Notes</b>		<b>Totals: \$0 \$0 \$150,000 \$0 \$150,000 \$179,108</b>							
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>	

ITEM 7.6 - Exhibit A

TIP ID CP-12307		IMPLEMENTING AGENCY Laguna Woods, City of								
<b>Local Project Number:</b>	<b>Project Title</b>									
<b>Additional Project IDs:</b>	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 14									
<b>Type of Work:</b> Pedestrian	<b>Project Description</b>									
<b>Type of Work Description:</b> Pedestrian - Reconstruction or rehabilitation of sidewalk	Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.									
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>		
Various Locations City Wide	2031	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$184,481		
<b>Project Notes</b>			<b>Totals:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$184,481</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>		

TIP ID CP-12303		IMPLEMENTING AGENCY Laguna Woods, City of								
<b>Local Project Number:</b>	<b>Project Title</b>									
<b>Additional Project IDs:</b>	Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 10									
<b>Type of Work:</b> Pedestrian	<b>Project Description</b>									
<b>Type of Work Description:</b> Pedestrian - Reconstruction or rehabilitation of sidewalk	Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.									
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>		
Various Locations City Wide	2027	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$163,909		
<b>Project Notes</b>			<b>Totals:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$163,909</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>		

TIP ID CP-12301		IMPLEMENTING AGENCY Laguna Woods, City of								
<b>Local Project Number:</b>	<b>Project Title</b>									
<b>Additional Project IDs:</b>	Americans with Disability Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8									
<b>Type of Work:</b> Pedestrian	<b>Project Description</b>									
<b>Type of Work Description:</b> Pedestrian - Reconstruction or rehabilitation of sidewalk	Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.									
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>		
Moulton Parkway, El Toro Road & City Wide	2025	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$154,500		
<b>Project Notes</b>			<b>Totals:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$154,500</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>		

ITEM 7.6 - Exhibit A

TIP ID CP-12302		IMPLEMENTING AGENCY Laguna Woods, City of							
<b>Local Project Number:</b>	<b>Project Title</b>								
<b>Additional Project IDs:</b>	Americans with Disability Act (ADA) Pedestrian Accessibility Improvement Project: Phase 9								
<b>Type of Work:</b> Pedestrian	<b>Project Description</b>								
<b>Type of Work Description:</b> Pedestrian - Installation of ADA access ramps	Improvement of pedestrian paths-of-travel, including sidewalk improvements to eliminate gaps, lifts and uneven surfaces; reconstruction of curb ramps and driveways; replacement of detectable warning surfaces and obtaining any required easements.								
<b>Limits</b>	<b>FISCAL YEAR</b>	<b>FUND TYPE</b>	<b>ENG</b>	<b>ROW</b>	<b>CON/IMP</b>	<b>O&amp;M</b>	<b>TOTAL</b>	<b>TOTAL ESCALATED</b>	
Various Locations City Wide	2026	Community Development Block Grant	\$0	\$0	\$150,000	\$0	\$150,000	\$159,135	
<b>Project Notes</b>									
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$159,135</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$150,000</b>	

TIP ID CP-12309		IMPLEMENTING AGENCY Laguna Woods, City of							
<b>Local Project Number:</b>	<b>Project Title</b>								
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Eastbound Santa Maria Ave between Santa Vittoria and Moulton Parkway)								
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>								
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.								
<b>Limits</b>	<b>FISCAL YEAR</b>	<b>FUND TYPE</b>	<b>ENG</b>	<b>ROW</b>	<b>CON/IMP</b>	<b>O&amp;M</b>	<b>TOTAL</b>	<b>TOTAL ESCALATED</b>	
Eastbound Santa Maria Avenue between Santa Vittoria and Moulton Parkway	2026	Local Streets and Roads apportionments	\$0	\$0	\$259,000	\$0	\$259,000	\$274,773	
<b>Project Notes</b>	2026	Another City	\$0	\$0	\$85,000	\$0	\$85,000	\$90,176	
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$344,000</b>	<b>\$0</b>	<b>\$344,000</b>	<b>\$364,949</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$344,000</b>	

TIP ID CP-12310		IMPLEMENTING AGENCY Laguna Woods, City of							
<b>Local Project Number:</b>	<b>Project Title</b>								
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Northbound Moulton Parkway between City Limits and Calle Cortez)								
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>								
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.								
<b>Limits</b>	<b>FISCAL YEAR</b>	<b>FUND TYPE</b>	<b>ENG</b>	<b>ROW</b>	<b>CON/IMP</b>	<b>O&amp;M</b>	<b>TOTAL</b>	<b>TOTAL ESCALATED</b>	
Northbound Moulton Parkway between City Limits and Calle Cortez	2027	Local Streets and Roads apportionments	\$0	\$0	\$329,000	\$0	\$329,000	\$359,507	
<b>Project Notes</b>									
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$329,000</b>	<b>\$0</b>	<b>\$329,000</b>	<b>\$359,507</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$329,000</b>	

**ITEM 7.6 - Exhibit A**

<b>TIP ID</b> CP-12312		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of							
<b>Local Project Number:</b>	<b>Project Title</b>								
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Northbound Moulton Parkway between Via Campo Verde and Gate 12)								
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>								
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.								
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Northbound Moulton Parkway between Via Campo Verde and Gate 12	2029	Local Streets and Roads apportionments	\$0	\$0	\$331,000	\$0	\$331,000	\$383,720	
<b>Project Notes</b>									
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$331,000</b>	<b>\$0</b>	<b>\$331,000</b>	<b>\$383,720</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$331,000</b>	

<b>TIP ID</b> CP-12313		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of							
<b>Local Project Number:</b>	<b>Project Title</b>								
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Southbound Moulton Parkway between Gate 16 and Via Campo Verde)								
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>								
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.								
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Southbound Moulton Parkway between Gate 16 and Via Campo Verde	2030	Local Streets and Roads apportionments	\$0	\$0	\$325,000	\$0	\$325,000	\$388,067	
<b>Project Notes</b>									
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$388,067</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$325,000</b>	

<b>TIP ID</b> CP-12308		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of							
<b>Local Project Number:</b>	<b>Project Title</b>								
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Westbound El Toro Road between Calle Corta and City Limits)								
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>								
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.								
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Westbound El Toro Road between Calle Corta and City Limits	2025	Local Streets and Roads apportionments	\$0	\$0	\$264,000	\$0	\$264,000	\$271,920	
<b>Project Notes</b>									
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$264,000</b>	<b>\$0</b>	<b>\$264,000</b>	<b>\$271,920</b>
Last Revised: 24-00 - In Progress								<b>Total Programmed: \$264,000</b>	

**ITEM 7.6 - Exhibit A**

<b>TIP ID</b> CP-12311		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of						
<b>Local Project Number:</b>	<b>Project Title</b>							
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Westbound El Toro Road between Moulton Parkway and Calle Sonora)							
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>							
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.							
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Westbound El Toro Road between Moulton Parkway and Calle Sonora	2028	Local Streets and Roads apportionments	\$0	\$0	\$305,000	\$0	\$305,000	\$343,280
<b>Project Notes</b>								
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$305,000</b>	<b>\$0</b>	<b>\$305,000</b>
<b>Total Programmed:</b>							<b>\$305,000</b>	
Last Revised: 24-00 - In Progress								

<b>TIP ID</b> CP-12314		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of						
<b>Local Project Number:</b>	<b>Project Title</b>							
<b>Additional Project IDs:</b>	Pavement Management Plan Project (Westbound Santa Maria Avenue between Moulton Pkwy and Terminus)							
<b>Type of Work:</b> Road Maintenance	<b>Project Description</b>							
<b>Type of Work Description:</b> Road Maintenance - Rehabilitation of roadway	Rehabilitation of deteriorated pavement along the specific street section(s). Reconstruction of curbs, adjustment of utility access holes and water valves to grade, re-establishment of survey monuments, and restriping.							
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Westbound Santa Maria Avenue between Moulton Parkway and Terminus	2031	Local Streets and Roads apportionments	\$0	\$0	\$350,000	\$0	\$350,000	\$430,456
<b>Project Notes</b>								
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$350,000</b>
<b>Total Programmed:</b>							<b>\$350,000</b>	
Last Revised: 24-00 - In Progress								

<b>TIP ID</b> CP-12315		<b>IMPLEMENTING AGENCY</b> Laguna Woods, City of						
<b>Local Project Number:</b>	<b>Project Title</b>							
<b>Additional Project IDs:</b>	Street Lighting Maintenance - Public Right of Way							
<b>Type of Work:</b> Safety	<b>Project Description</b>							
<b>Type of Work Description:</b> Safety - Improve lighting of roadway	Maintaining Street Lights within the Public Right of Way							
<b>Limits</b>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&amp;M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
City Wide	2025	Measure M2 Local Fairshare	\$0	\$0	\$35,000	\$0	\$35,000	\$36,050
<b>Project Notes</b>	2026	Measure M2 Local Fairshare	\$0	\$0	\$36,050	\$0	\$36,050	\$38,245
	2027	Measure M2 Local Fairshare	\$0	\$0	\$37,132	\$0	\$37,132	\$40,575
	2028	Measure M2 Local Fairshare	\$0	\$0	\$38,245	\$0	\$38,245	\$43,045
	2029	Measure M2 Local Fairshare	\$0	\$0	\$39,393	\$0	\$39,393	\$45,667
	2030	Measure M2 Local Fairshare	\$0	\$0	\$40,575	\$0	\$40,575	\$48,449
	2031	Measure M2 Local Fairshare	\$0	\$0	\$41,792	\$0	\$41,792	\$51,399
			<b>Totals:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$268,187</b>	<b>\$0</b>	<b>\$268,187</b>
<b>Total Programmed:</b>							<b>\$268,187</b>	
Last Revised: 24-00 - In Progress								

TIP ID CP-12316		IMPLEMENTING AGENCY Laguna Woods, City of						
<b>Local Project Number:</b>	<b>Project Title</b>							
<b>Additional Project IDs:</b>	Traffic Engineering							
<b>Type of Work:</b> Traffic Signals	<b>Project Description</b>							
<b>Type of Work Description:</b> Traffic Signals - Coordinate signals within project limits	Provide Traffic Engineering Services, Monitor Traffic Signals, Timing and Operation							
<b>Limits</b> City Wide	<b>FISCAL YEAR</b>	<b>FUND TYPE</b>	<b>ENG</b>	<b>ROW</b>	<b>CON/IMP</b>	<b>O&amp;M</b>	<b>TOTAL</b>	<b>TOTAL ESCALATED</b>
<b>Project Notes</b>	2025	Measure M2 Local Fairshare	\$0	\$0	\$0	\$180,000	\$180,000	\$180,000
	2026	Measure M2 Local Fairshare	\$0	\$0	\$0	\$185,400	\$185,400	\$185,400
	2027	Measure M2 Local Fairshare	\$0	\$0	\$0	\$190,962	\$190,962	\$190,962
	2028	Measure M2 Local Fairshare	\$0	\$0	\$0	\$196,691	\$196,691	\$196,691
	2029	Measure M2 Local Fairshare	\$0	\$0	\$0	\$202,592	\$202,592	\$202,592
	2030	Measure M2 Local Fairshare	\$0	\$0	\$0	\$208,669	\$208,669	\$208,669
	2031	Measure M2 Local Fairshare	\$0	\$0	\$0	\$214,929	\$214,929	\$214,929
	<b>Totals:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,379,243</b>	<b>\$1,379,243</b>	<b>\$1,379,243</b>
Last Revised: 24-00 - In Progress							Total Programmed: \$1,379,243	

TIP ID CP-12317		IMPLEMENTING AGENCY Laguna Woods, City of						
<b>Local Project Number:</b>	<b>Project Title</b>							
<b>Additional Project IDs:</b>	Traffic Signal Maintenance							
<b>Type of Work:</b> Traffic Signals	<b>Project Description</b>							
<b>Type of Work Description:</b> Traffic Signals - Coordinate signals within project limits	Maintain the Traffic Signals							
<b>Limits</b> City Wide	<b>FISCAL YEAR</b>	<b>FUND TYPE</b>	<b>ENG</b>	<b>ROW</b>	<b>CON/IMP</b>	<b>O&amp;M</b>	<b>TOTAL</b>	<b>TOTAL ESCALATED</b>
<b>Project Notes</b>	2025	Measure M2 Local Fairshare	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000
	2026	Measure M2 Local Fairshare	\$0	\$0	\$0	\$77,250	\$77,250	\$77,250
	2027	Measure M2 Local Fairshare	\$0	\$0	\$0	\$79,568	\$79,568	\$79,568
	2028	Measure M2 Local Fairshare	\$0	\$0	\$0	\$81,955	\$81,955	\$81,955
	2029	Measure M2 Local Fairshare	\$0	\$0	\$0	\$84,413	\$84,413	\$84,413
	2030	Measure M2 Local Fairshare	\$0	\$0	\$0	\$86,946	\$86,946	\$86,946
	2031	Measure M2 Local Fairshare	\$0	\$0	\$0	\$89,554	\$89,554	\$89,554
	<b>Totals:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$574,686</b>	<b>\$574,686</b>	<b>\$574,686</b>
Last Revised: 24-00 - In Progress							Total Programmed: \$574,686	

**7.7**  
**REJECTION OF CLAIM**  
***(NO REPORT)***

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**9.1**

**WOODS END WILDERNESS PRESERVE TRAIL  
DRAINAGE AND IMPROVEMENT PROJECT**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 5, 2024 Adjourned Regular Meeting

**SUBJECT:** Woods End Wilderness Preserve Trail Drainage and Improvement Project

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### **Recommendation**

Approve a conceptual design, tree palette, and plant palette for the Woods End Wilderness Preserve Trail Drainage and Improvement Project, and authorize staff to prepare final design documents and construction drawings.

### **Background**

Woods End Wilderness Preserve is a City-owned 10.6 acre property located north of the intersection of El Toro Road and Aliso Creek Road at 24995 El Toro Road. The City acquired the property from Rossmoor Partners in 2002 with the intent of including the property in the adjacent Laguna Coast Wilderness Park.

Since May 1, 2011, the City has leased Woods End Wilderness Preserve to the County of Orange for operation as part of the Laguna Coast Wilderness Park. The lease agreement, which runs through February 28, 2047, requires the City to obtain prior written approval from the County for improvements the City intends to make within Woods End Wilderness Preserve. The lease agreement specifically states that the County's approval "shall not be unreasonably withheld" and allows the County to condition its approval upon the City providing an opportunity for the Coastal Greenbelt Authority ("CGA") to review proposed improvements.

The CGA is the cooperative management authority for the Laguna Coast Wilderness Park and the Aliso and Wood Canyons Wilderness Park. The CGA

members represent park landowners, local environmental organizations, Laguna Canyon homeowners, and cities adjacent to the parkland. Cities that are adjacent to the parkland, but not landowners of park property, are non-voting members. The City's ownership of Woods End Wilderness Preserve makes it a voting member.

The Woods End Wilderness Preserve Trail Drainage and Improvement Project is included in the Fiscal Years 2023-34 Capital Improvement Program. The project involves the construction and refurbishment of drainage and entry facilities at Woods End Wilderness Preserve, as well as work related to accessibility, safety, and security. A key goal of the project is to address stormwater runoff that causes sediment transfer from the Woods End Wilderness Preserve trail to the El Toro Road sidewalk and westbound bicycle/vehicle lanes.

City staff and a landscape architect from RJM Design Group, Inc. (the landscape architecture firm currently under contract with the City to provide as-needed services) participated in a tour of the Laguna Coast Wilderness Park with County staff on November 27, 2023. The principal purpose of the tour was to identify tree and plant species prevalent in the Laguna Coast Wilderness Park for incorporation into proposed tree and plant palettes for the Woods End Wilderness Preserve Trail Drainage and Improvement Project.

City and County staff met on April 25, 2024 to discuss a conceptual plan for the Woods End Wilderness Preserve Trail Drainage and Improvement Project.

### **Discussion**

Today's meeting is an opportunity for City Council discussion and direction, as well as public input, on the Woods End Wilderness Preserve Trail Drainage and Improvement Project. Staff is seeking direction regarding the proposed conceptual design, tree palette, and plant palette (Attachment A) prior to proceeding with the preparation of final design documents and construction drawings.

The proposed conceptual design, tree palette, and plant palette incorporate input received from County staff during the Laguna Coast Wilderness Park tour on November 27, 2023 and the meeting on April 25, 2024.

If the City Council takes the recommended action at today's meeting, staff would authorize RJM Design Group to prepare final design documents and construction drawings using the existing as-needed services agreement (estimated at \$71,750,

including design, bidding support, and construction administration). Staff would also proceed with scheduling an opportunity for the CGA to review the proposed conceptual design, tree palette, and plant palette. The latter would likely occur at the CGA's next meeting on July 10, 2024, which would provide sufficient time to consider input received from the CGA's members in the final design process.

### **Fiscal Impact**

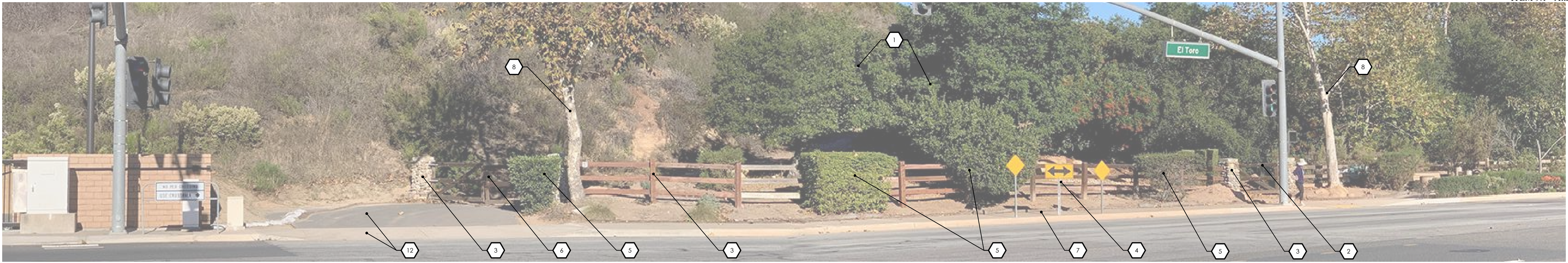
Funds to support this project are included in the City's budget.

This project is funded using a combination of State of California Grants Fund (Proposition 68 (Per Capita Program)), General Fund (to satisfy the 20% match required for the Proposition 68 (Per Capita Program)), and Federal Grants Fund (American Rescue Plan Act (Coronavirus Local Fiscal Recovery Funds)) monies. It is necessary to move this project forward expeditiously in order to ensure that a construction agreement is awarded and executed prior to the December 31, 2024 deadline for American Rescue Plan Act funds to be obligated. Once obligated, the City will have until December 31, 2026 to expend obligated funds.

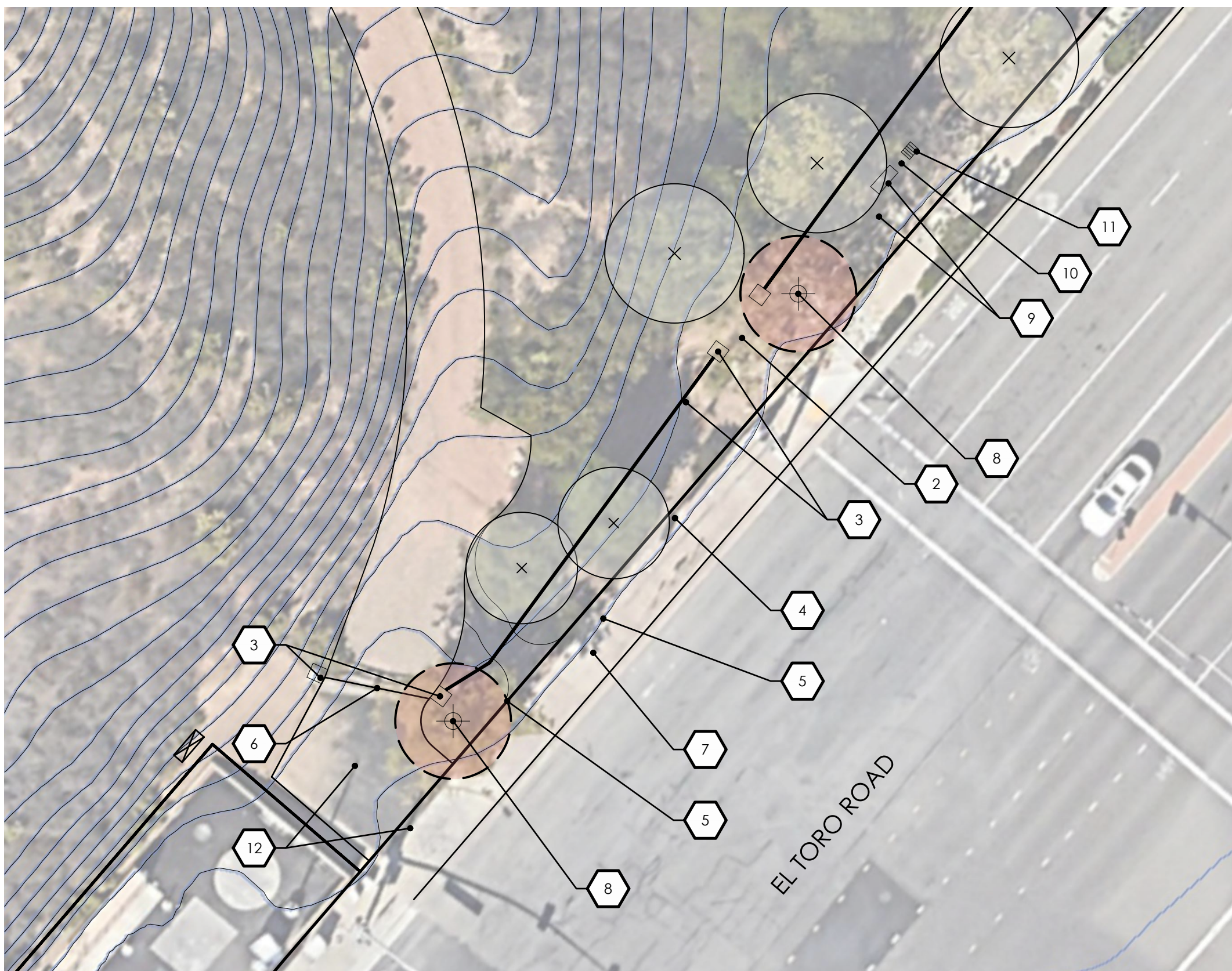
Report Prepared With: April Baumgarten, Public Works Administrator

Attachment: A – Conceptual Design, Tree Palette, and Plant Palette

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EXISTING CONDITION



EXISTING CONDITION - SITE PLAN

**EXISTING CONDITIONS LEGEND**

DESCRIPTION:

- 1 EXISTING TREES TO BE PROTECTED IN PLACE
- 2 EXISTING TRAIL ENTRANCE TO BE REMOVED
- 3 EXISTING PILASTER AND FENCE TO BE REMOVED
- 4 EXISTING WARNING SIGNAGE TO BE REMOVED
- 5 NON NATIVE SHRUBS TO BE REMOVED
- 6 VEHICULAR ACCESS DOUBLE GATE TO BE REPLACED
- 7 EXISTING CONCRETE SIDEWALK TO REMAIN
- 8 EXISTING TREE TO BE REMOVED
- 9 EXISTING BENCH & TRASH CANS TO REMAIN
- 10 EXISTING DRINKING FOUNTAIN TO REMAIN
- 11 EXISTING BIKE RACKS TO REMAIN
- 12 EXISTING ASPHALT DRIVEWAY AND CROSSING TO BE REMOVED

**EXISTING TREE LEGEND**

BOTANICAL NAME  
COMMON NAME

x	E-1	EXISTING OAK TO BE PRESERVED
+	R-1	EXISTING SYCAMORE TO BE REMOVED



PROPOSED SITE PLAN

**PROPOSED LEGEND**

DESCRIPTION:

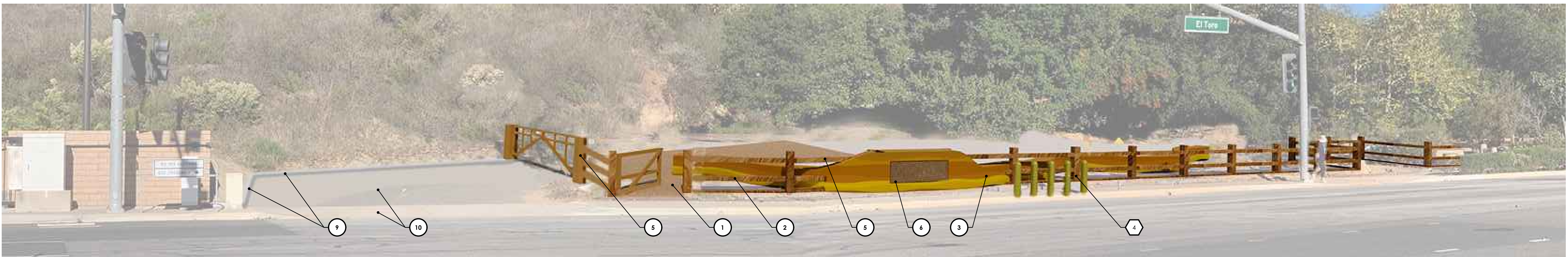
- 1 NATIVE SOIL
- 2 SPLIT CEDAR FENCE  
SEE DETAIL B - SHEET 2
- 3 RAMMED EARTH CONCRETE WALL  
SEE DETAIL C - SHEET 2
- 4 PEDESTRIAN ACCESS SINGLE GATE  
SEE DETAIL B - SHEET 2
- 5 STEEL VEHICULAR ACCESS DOUBLE SWING GATE  
SEE DETAIL D - SHEET 2
- 6 PARK MONUMENT SIGN  
SEE DETAIL C - SHEET 2
- 7 DRAINAGE DIPS - EROSION CONTROL  
SEE DETAIL A - SHEET 2
- 8 STEEL PIPE BOLLARDS AND WARNING SIGNAGE
- 9 6" CURB
- 10 ASPHALT DRIVEWAY & CROSSING TO BE REPLACED; ACCESSIBILITY IMPROVEMENTS TO CROSSING
- 11 STORAGE CABINET FOR OC PARKS TEMPORARY SIGNAGE

**NOTE:** CONTENT, MAKE, AND PLACEMENT OF PERMANENT SIGNAGE TO BE COORDINATED WITH OC PARKS.

**TREE LEGEND**

BOTANICAL NAME  
COMMON NAME

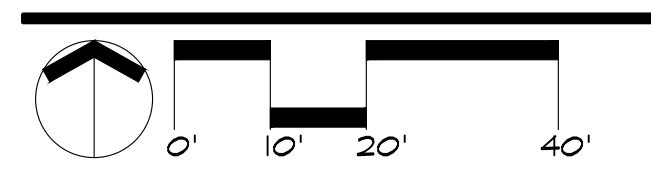
T-1	QUERCUS AGRIFOLIA / COAST LIVE OAK
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PROPOSED RENDERING



05/20/2024



Sheet 1 of 2

**Existing & Conceptual Plan**  
Woods End Wilderness Preserve Trail Drainage and Improvement Project  
City of Laguna Woods, California

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PROPOSED SITE PLAN

TREE LEGEND	
BOTANICAL NAME	COMMON NAME
T-1	QUERCUS AGRIFOLIA / COAST LIVE OAK

SHRUB LEGEND	
BOTANICAL NAME	COMMON NAME
S-1	BACCHARIS PILULARIS / 'PIGEON POINT' / DWARF COYOTE BRUSH
S-2	CEANOTHUS 'DARK STAR' / CALIFORNIA LILAC
S-3	MUHLENBERGIA RIGENS / DEERGRASS



BACCHARIS PILULARIS - DWARF COYOTE BRUSH



QUERCUS AGRIFOLIA - COAST LIVE OAK



CEANOTHUS 'DARK STAR' - CALIFORNIA LILAC



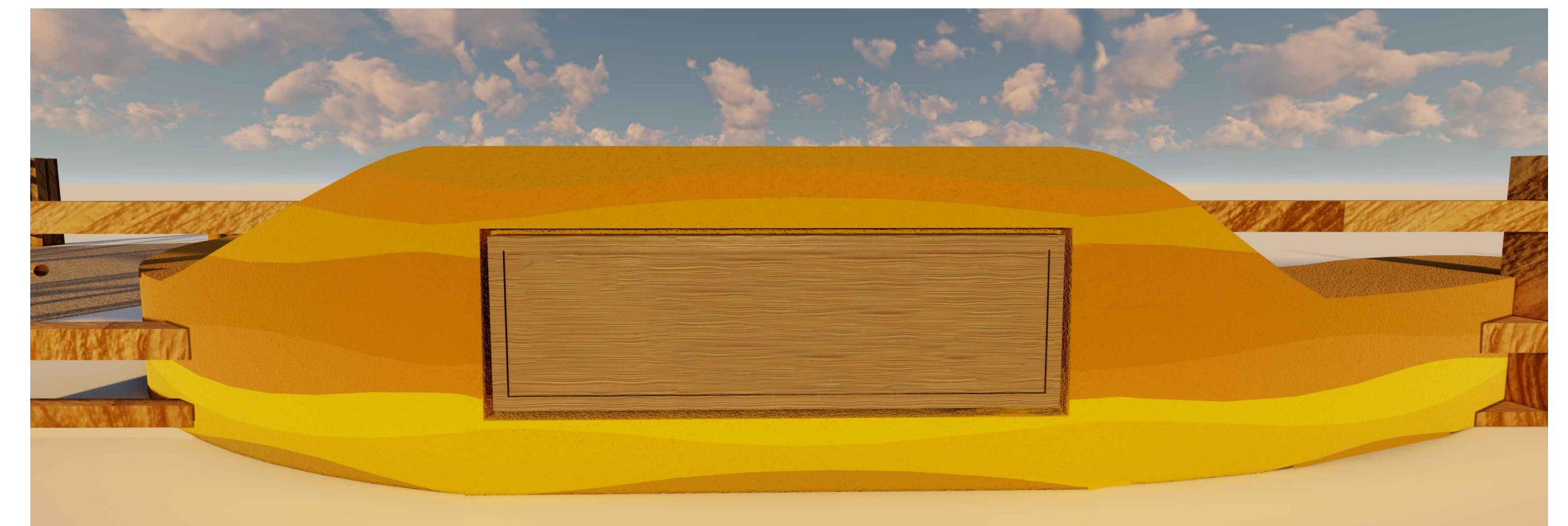
MUHLENBERGIA RIGENS - DEERGRASS



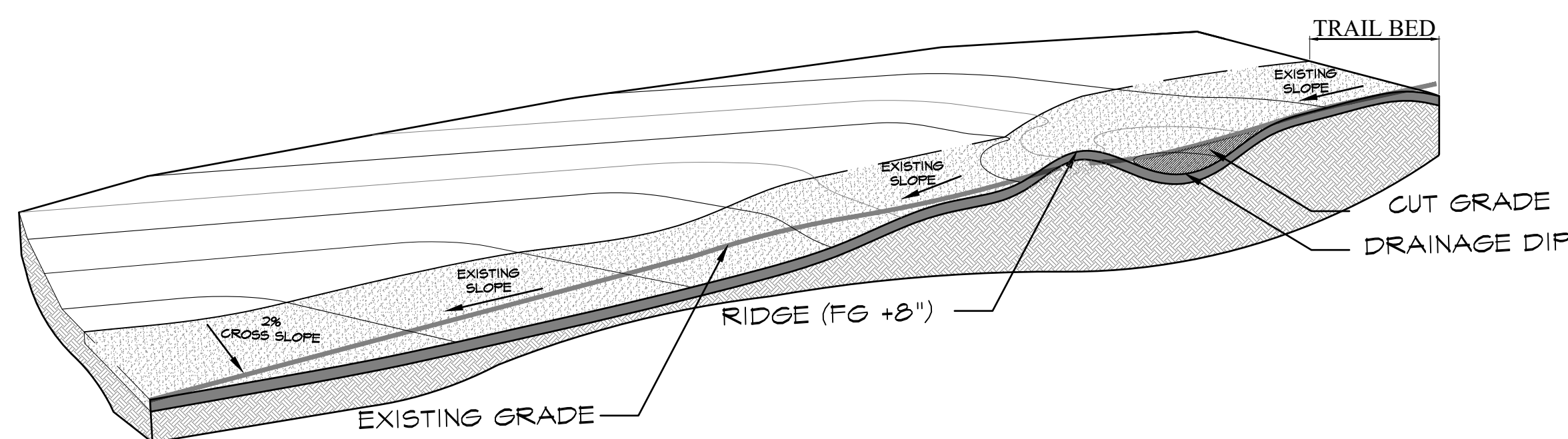
RAMMED EARTH WALL EXAMPLE



SPLIT CEDAR RAIL



PARK MONUMENT SIGN ENLARGEMENT



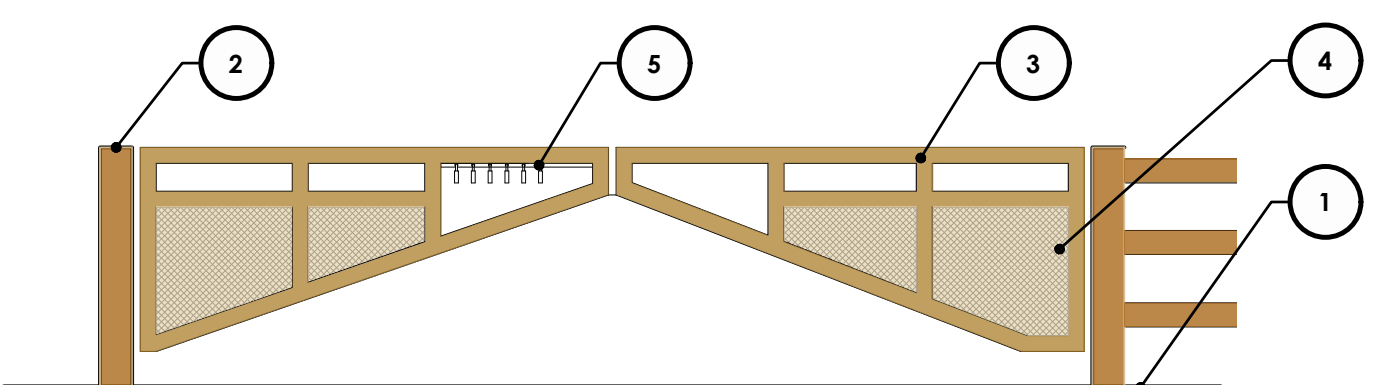
**NOTE:**  
DRAINAGE DIP TO BE INSTALLED ALONG THE MAIN TRAIL IN ORDER TO DIVERT EROSION SEDIMENT AWAY FROM NEW PEDESTRIAN TRAIL ENTRY AND VEHICULAR ACCESS DRIVE. VISUAL APPEARANCE OF DRAINAGE DIPS TO MATCH OTHER EXISTING IN LAGUNA COAST WILDERNESS PARK.

**A** DRAINAGE DIP  
SCALE: 1/8" = 1'-0"

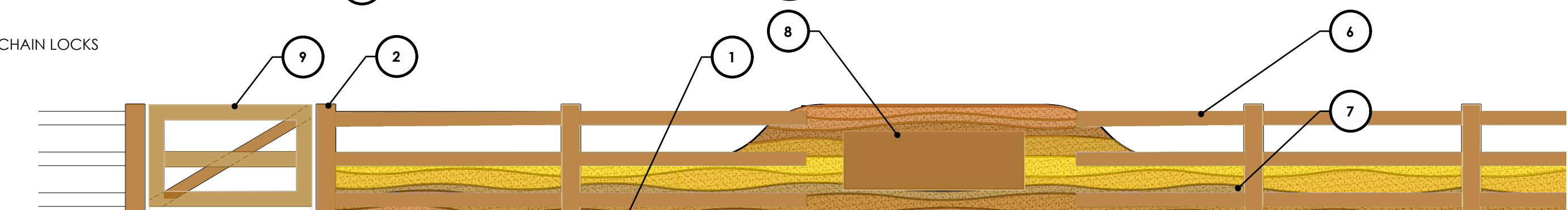
**DETAILS LEGEND**

DESCRIPTION:

- |   |   |   |  |
|---|---|---|--|
| 1 | ADJACENT FINISH GRADE   | 6 | SPLIT CEDAR RAIL   |
| 2 | 3-HOLE SPLIT CEDAR POST   | 7 | RAMMED EARTH CONCRETE WALL                                   |
| 3 | VEHICULAR 'AUSSIE INDUSTRIAL' ACCESS DOUBLE SWING GATE TO MATCH WILDERNESS PARK THEME | 8 | WOODEN CARVED SIGNAGE  |
| 4 | MESH  | 9 | PEDESTRIAN ACCESS SINGLE GATE TO MATCH WILDERNESS PARK THEME |
| 5 | DAISY-CHAIN LOCKS   |   |  |



**D** VEHICULAR ACCESS DOUBLE GATES  
SCALE: 1/4" = 1'-0"

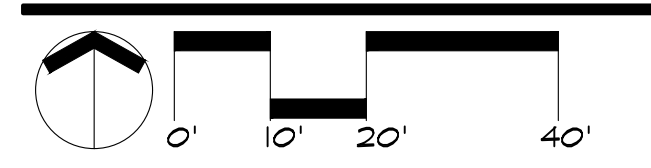


**B** SPLIT CEDAR RAIL & PEDESTRIAN SINGLE SWING GATE  
SCALE: 1/4" = 1'-0"

**C** PARK MONUMENT SIGN / RAMMED EARTH WALL  
SCALE: 1/4" = 1'-0"



05/20/2024



Sheet 2 of 2

Conceptual Detail  
Woods End Wilderness Preserve Trail Drainage and Improvement Project  
City of Laguna Woods, California

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## **9.2 AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 5, 2024 Adjourned Regular Meeting

**SUBJECT:** Automated License Plate Recognition Systems

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### **Recommendation**

Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 3.6 PERTAINING TO CONTRACTING FOR AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS, THE USE OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS, AND THE PLACEMENT OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEM CAMERAS (ALSO REFERRED TO AS “AUTOMATED LICENSE PLATE READERS”), AND DETERMINING AND CERTIFYING THAT THE RESOLUTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

### **Background**

An automated license plate recognition system is defined by California Civil Code Section 1798.90.5(d) as “a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of [motor vehicle] registration plates and the characters they contain into computer-readable data.”

California Civil Code Section 1798.90.5 *et seq.* contains limitations on the use of data obtained through the use of automated license plate recognition systems and

specifically requires operators of such systems to “ensure that the collection, use, maintenance, sharing, and dissemination of [automated license plate recognition systems] information is consistent with respect for individuals’ privacy and civil liberties” (California Civil Code Section 1798.90.51(b)(1)).

The Orange County Sheriff’s Department reports success using automated license plate recognition systems as an investigative tool for official law enforcement purposes including, but not limited to, identifying stolen or wanted vehicles, stolen license plates and missing persons, as well as gathering information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery. A representative from the Orange County Sheriff’s Department will be present at today’s meeting to provide additional information.

28 of the 34 cities in Orange County currently use an automated license plate recognition system, including nine of the 13 cities that are served by the Orange County Sheriff’s Department (Dana Point, Laguna Hills, Laguna Niguel, Lake Forest, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, and Yorba Linda; the cities of Aliso Viejo, Laguna Woods, Mission Viejo, and Villa Park do not currently use an automated license plate recognition system).

*Table 1: Automated License Plate Recognition System Use by Orange County City*

Aliso Viejo	N	Irvine	Y	Placentia	Y
Anaheim	Y	La Habra	Y	Rancho Santa Margarita	Y
Brea	Y	La Palma	Y	San Clemente	Y
Buena Park	Y	Laguna Beach	Y	San Juan Capistrano	Y
Costa Mesa	Y	Laguna Hills	Y	Santa Ana	Y
Cypress	N	Laguna Niguel	Y	Seal Beach	Y
Dana Point	Y	Lake Forest	Y	Stanton	Y
Fountain Valley	Y	Los Alamitos	Y	Tustin	Y
Fullerton	Y	Mission Viejo	N	Villa Park	N
Garden Grove	Y	Newport Beach	N	Westminster	Y
Huntington Beach	Y	Orange	Y	Yorba Linda	Y

“Y” = Use of an automated license plate recognition system

“N” = No use of an automated license plate recognition system

Sources: Information provided by the Orange County Sheriff’s Department on May 20, 2024; survey of non-Orange County Sheriff’s Department cities conducted by City staff, May 20-23, 2024

**Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input,

on the adoption of a new administrative policy pertaining to automated license plate recognition systems and associated cameras (the associated cameras are also referred to as “automated license plate readers” or “ALPRs”) (Attachment A). While the Orange County Sheriff’s Department would be the operator of any automated license plate recognition system contracted for by the City and, thus, be responsible for establishing policies governing its use, staff recommends that the City Council adopt the proposed resolution in order to establish the City’s own standards and guidelines related to the deployment and use of automated license plate recognition systems, including ALPRs, in Laguna Woods.

Key components of the proposed administrative policy are:

- 1) Designation of the Orange County Sheriff’s Department as the “operator” of automated license plate recognition systems for which the City contracts. This is necessary as state law does not allow the City’s employees to access and use automated license plate recognition systems. As the “operator,” the Orange County Sheriff’s Department would be responsible for complying with state law including, but not limited to, by establishing and implementing a usage and privacy policy. The Orange County Sheriff’s Department’s existing usage and privacy policy is included as Attachment B.
- 2) Direction for the City Manager to consult with the Orange County Sheriff’s Department regarding the placement of ALPRs. The City Manager has preliminarily discussed the potential future placement of ALPRs with the Chief of Police Services and the Laguna Hills City Manager (to effectively build upon the existing placement of ALPRs near Laguna Woods). An initial deployment of ALPRs would likely include two to four locations.
- 3) Direction to refer requests to access content captured by automated license plate recognition systems to the Orange County Sheriff’s Department. State law generally limits access to content captured by automated license plate recognition systems to law enforcement and prosecutorial agencies. The City Council, City Manager, and City employees do not have a general right to access content captured by automated license plate recognition systems or make decisions regarding the release of such content to other persons.
- 4) Authorization to waive competitive bidding for the selection of automated license plate recognition system providers. As five of the seven cities in the Orange County Sheriff’s Department’s Southwest Operations area of

responsibility currently use an automated license plate recognition system (only the cities of Aliso Viejo and Laguna Woods do not), staff recommends leveraging that collective experience, rather than introducing a new or lesser familiar system.

If the recommended action is taken at today's meeting, staff anticipates scheduling consideration of an agreement with an automated license plate recognition system provider for a future City Council meeting.

### **Environmental Review**

The City Council is asked to find that the proposed resolution is not subject to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et. seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively "CEQA") pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes "[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making" and Section 15378(b)(5) excludes "[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" from its definition of "project."

The City Council is also asked to find that, even if the proposed resolution were subject to CEQA, it would be exempt based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

CEQA evaluation of the potential future placement of ALPRs associated with the use of automated license plate recognition systems authorized by the proposed resolution would be conducted in conjunction with the approval of agreements providing for the placement of such equipment. Until then, the scope, extent, and impact of any such prospective placement would be speculative as the manner(s) of installation and location(s) of the placement of equipment would be material to CEQA evaluation. The proposed resolution would not, in and of itself, result in the placement of any equipment, nor require the use of any automated license plate recognition systems that would require the placement of equipment.

**Fiscal Impact**

Sufficient funds to support the administrative elements of this project are included in the City’s budget. If the City Council elects, at a future meeting, to contract with an automated license plate recognition system provider, costs associated with the placement and maintenance of ALPRs may require additional appropriations.

Report Prepared With: James Haston, Assistant to the City Manager

- Attachments: A – Proposed Resolution  
                  Exhibit A – Proposed Automated License Plate Readers Policy  
          B – Orange County Sheriff’s Department’s Automated License Plate Readers Usage and Privacy Policy (dated April 30, 2024)

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**RESOLUTION NO. 24-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY 3.6 PERTAINING TO CONTRACTING FOR AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS, THE USE OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS, AND THE PLACEMENT OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEM CAMERAS (ALSO REFERRED TO AS “AUTOMATED LICENSE PLATE READERS” OR “ALPRS”), AND DETERMINING AND CERTIFYING THAT THE RESOLUTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**WHEREAS**, at the adjourned regular meeting on June 5, 2024, the Orange County Sheriff’s Department spoke to benefits of automated license plate recognition systems as an investigative tool for official law enforcement purposes; and

**WHEREAS**, the City Council wishes to authorize the use of automated license plate recognition systems, including associated cameras (“automated license plate readers” or “ALPRs”), for official law enforcement purposes only; and

**WHEREAS**, the Orange County Sheriff’s Department – not the City – would be the “operator” of any automated license plate recognition systems used pursuant to the administrative policy attached hereto as Exhibit A; and

**WHEREAS**, as the “operator” of any automated license plate recognition systems used pursuant to the administrative policy attached hereto as Exhibit A, the Orange County Sheriff’s Department – not the City – would be responsible for establishing and implementing the usage and privacy policy required by California Civil Code Section 1798.90.51; and

**WHEREAS**, staff has prepared Administrative Policy 3.6 (attached hereto as Exhibit A) to establish standards and guidelines related to deployment and use automated license plate recognition systems, which shall be in addition to the usage and privacy policy required by California Civil Code Section 1798.90.51.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** After reviewing the entire project record, the City Council hereby determines and certifies that this resolution is not subject to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et. seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively “CEQA”) pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guidelines Section 15378(b)(2) excludes “[c]ontinuing administrative. . . activities, such as . . . general policy and procedure making” and Section 15378(b)(5) excludes “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” from its definition of “project.”

After reviewing the entire project record, the City Council also hereby determines and certifies that that, even if this resolution were subject to CEQA, it would be exempt based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

CEQA evaluation of the potential future placement of automated license plate readers associated with the use of automated license plate recognition systems authorized by this resolution would be conducted in conjunction with the approval of agreements providing for the placement of such equipment. Until then, the scope, extent, and impact of any such prospective placement would be speculative as the manner(s) of installation and location(s) of the placement of equipment would be material to CEQA evaluation. The resolution does not, in and of itself, result in the placement of any equipment, nor require the use of any automated license plate recognition systems that would require the placement of equipment.

**SECTION 3.** The administrative policy attached hereto as Exhibit A is adopted and is a statement of the City’s automated license plate recognition systems policy.

**SECTION 4.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2024.

\_\_\_\_\_  
NOEL HATCH, 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. 24-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 2024, by the following vote:

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

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

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**CITY OF LAGUNA WOODS  
ADMINISTRATIVE POLICY 3.6**

**AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS**

**3.6.01. Statement of Purpose.**

This Administrative Policy is intended to establish standards and guidelines related to the use of automated license plate recognition systems. The use of automated license plate recognition systems, including associated cameras (“automated license plate readers” or “ALPRs”), shall be for official law enforcement purposes only.

**3.6.02. Scope.**

This Administrative Policy applies to automated license plate recognition systems contracted for by the City. For the purpose of this section, “contracted for” shall mean only automated license plate recognition systems for which the City is a signatory to the agreement(s) with the provider(s) of such systems.

**3.6.03. Deployment.**

The City Manager is authorized to direct and manage the contracting process for automated license plate recognition systems, including identifying locations for the placement of ALPRs following consultation with the Orange County Sheriff’s Department. In doing so, the City Manager shall comply with the City’s purchasing and procurement policies, and may specify the use of automated license plate recognition systems with which the Orange County Sheriff’s Department is familiar and uses in its Southwest Operations area of responsibility (competitive bidding waived per Laguna Woods Municipal Code Section 3.06.100(b)).

Nothing in this Administrative Policy shall be construed as creating an expectation that automated license plate recognition systems shall be deployed at all, or that ALPRs shall be placed at all or in any specific locations.

**3.6.04. Operation.**

The operation of automated license plate recognition systems shall occur under the management of the Orange County Sheriff’s Department, in accordance with Orange County Sheriff’s Department’s policies, and in compliance with California Civil Code Section 1798.90.5 *et seq.* The Orange County Sheriff’s Department shall serve

in the role of “operator” of the automated license plate recognition systems, as the term “operator” is defined in California Civil Code Section 1798.90.5 *et seq.*

Nothing in this Administrative Policy shall be construed as creating an expectation that automated license plate recognition systems shall be operated with any specific frequency or capture any particular content, except that automated license plate recognition systems shall operate in accordance with applicable law.

### **3.6.05. Access to Captured Content.**

California Civil Code Section 1798.90.5 *et seq.* generally limits access to content captured by automated license plate recognition systems to law enforcement and prosecutorial agencies. State law does not provide the City Council, City Manager, or City employees with a general right to access content captured by automated license plate recognition systems or make decisions regarding the release of captured content to other persons and, as such, requests to access captured content shall be referred to the Orange County Sheriff’s Department as the “operator” of the automated license plate recognition systems.

In accordance with California Civil Code Section 1798.90.55, the sale, sharing, or transfer of content captured by automated license plate recognition systems is prohibited, except to another public agency or as otherwise permitted by law.

Nothing in this Administrative Policy shall be construed as creating an expectation that automated license plate recognition systems shall be monitored or the content captured otherwise accessed with any specific frequency, except that automated license plate recognition systems shall operate in accordance with applicable law.

### **3.6.06. Retention of Captured Content.**

As the “operator” of the automated license plate recognition systems, the Orange County Sheriff’s Department is responsible for establishing and implementing the usage and privacy policy required by California Civil Code Section 1798.90.51. In addition to other required components, the usage and privacy policy shall include the length of time content captured by automated license plate recognition systems will be retained and the process that will be utilized to determine if and when to destroy retained content captured by automated license plate recognition systems.

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City Council Adoption: June XX, 2024

# Automated License Plate Readers (ALPRs) Usage and Privacy Policy

## 463.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPRs are used by the Orange County Sheriff-Coroner Department to link data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. ALPRs may also be used to gather information related to active warrants, homeland security advisories and bulletins, electronic surveillance, suspect interdiction, and stolen property recovery. It is the intent of the Department to ensure that the access and use of ALPR data is consistent with respect for individuals' privacy and civil liberties.

## 463.2 ADMINISTRATION

All installation and maintenance of department owned/leased ALPR equipment shall be managed by the Technology Division. Data collected by Department owned/leased ALPR equipment, unless copied and booked as evidence, shall be managed by the ALPR provider. The Patrol Operations Command shall oversee this policy in compliance with the requirements of Civil Code Section 1798.90.5 et seq.

## 463.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined in this policy. Sworn Department Members are authorized to operate ALPR equipment and access ALPR data, provided they have first received Department approved training. Department Members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

1. An ALPR shall only be used for official law enforcement business.
2. An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
3. While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR equipped cars to canvass areas around homicides, shootings, and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
4. No Member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.

### *Automated License Plate Readers (ALPRs) Usage and Privacy Policy*

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5. No ALPR operator may access Department, state, or federal data unless otherwise authorized to do so.
6. The user shall verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.
7. Department members shall access ALPR only from an approved Department workstation, MDC, or Department-issued mobile device.

#### **463.4 DATA COLLECTION AND RETENTION**

All ALPR data is hosted or otherwise provided using an outside company's system (such as those contracts originated by the Department, LE contract partners, businesses, etc.). All ALPR data is the sole responsibility of that company (service provider).

All ALPR data related to a criminal action shall be copied to disc format, submitted into evidence and the existence of the disc shall be documented in the related case report number. Any time a Member reasonably believes ALPR data may be beneficial in a non-criminal matter (i.e. a civil action involving the Department), the Member should request a DR number for an information report, copy the ALPR data to disc format and submit it into evidence under the associated report number.

For any ALPR data copied to disc format and booked as evidence, all Department evidence booking, handling, storage and retention requirements shall be followed.

#### **463.5 ACCOUNTABILITY**

All data shall be closely safeguarded and protected by both procedural and technological means. Each Member is responsible for safeguarding their personal login and password. The Orange County Sheriff-Coroner Department shall observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

1. All ALPR data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, time, and purpose (Case #) (Civil Code § 1798.90.52).
2. Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or Department-related civil or administrative action. Users shall verify ALPR responses through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.
3. ALPR system audits shall be conducted on a regular basis to ensure the security of the information accessed or used is in compliance with all applicable privacy laws. Audits shall be conducted by the Patrol Operations Command.

## *Automated License Plate Readers (ALPRs) Usage and Privacy Policy*

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### **463.6 RELEASING ALPR DATA**

The release of ALPR data which has not been copied to disc format and booked into evidence will be governed by the agreement with the service provider. Any release of ALPR data must be authorized by the terms of the agreement. If release is authorized by the agreement, Members may share ALPR data only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

1. The agency makes a written request for the ALPR data that includes:
  - (a) The name of the agency.
  - (b) The name of the person requesting the information.
  - (c) The intended purpose of obtaining the information.
2. The request is reviewed by the authorized designee within the Records & Property Division and approved before the request is fulfilled.
3. The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial public agencies shall be processed at the direction of the Records & Property Division.

The release of ALPR data which has been copied to disc format and booked into evidence will be in accordance with Policy 802.

### **463.7 TRAINING**

The training sergeant or manager shall ensure that Members receive Department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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## **9.3 OVERHEAD STREET NAME SIGNS**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 5, 2024 Adjourned Regular Meeting

**SUBJECT:** Overhead Street Name Signs

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### **Recommendation**

Provide direction to staff regarding the design of new and replacement overhead street name signs including, but not limited to, background color, text color, whether to include the City logo, and whether to include a border.

### **Background**

The California Manual of Uniform Traffic Control Devices (“California MUTCD”) is published by the California Department of Transportation (“Caltrans”) for the purpose of adopting uniform standards and specifications for all official traffic control devices in California, in accordance with California Government Code Section 11340.9(h) and California Vehicle Code Section 21400.

The California MUTCD applies only to public streets and highways (e.g., El Toro Road, Moulton Parkway, and Santa Maria Avenue). It does not apply to private roads (e.g., roads within Laguna Woods Village) or commercial establishments.

The current standards and specifications for “street name signs” are set forth in California MUTCD Chapter 2D (Guide Signs - Conventional Roads).

### **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on matters regarding the design of overhead street name signs. Staff is drafting a

policy to provide guidance for the design, placement, and maintenance of overhead street name signs. In doing so, staff is seeking direction from the City Council regarding three discretionary design elements. A draft policy incorporating the City Council's direction will be agendaized for a future meeting.

- 1) Should the background color for overhead street name signs continue to be green? The California MUTCD identifies green as the standard background color for overhead street name signs, and blue, brown, and white as the only acceptable alternatives. On green, blue, or brown backgrounds, white text must be used. On white backgrounds, black text must be used.

The City currently uses a green background with white text.

Amongst neighboring cities, the City of Aliso Viejo uses a blue background, the City of Irvine uses a brown background, and the City of Laguna Hills uses a green background. The overhead street name signs in Laguna Beach are not maintained by the City of Laguna Beach; all use a green background.

If the City Council selects a background color other than green, it would be required to make a future finding that the alternative color is necessary to assist road users in determining jurisdictional authority for roads.

- 2) Should overhead street name signs include the City logo? The California MUTCD includes standards for overhead street name signs to include an optional logo for the purpose of identifying a governmental jurisdiction.

The City does not currently include the City logo.

Amongst neighboring cities, only the City of Aliso Viejo includes a city logo. The cities of Dana Point and Laguna Niguel include a city logo.

For reference, conceptual renderings of overhead street name signs without and with the City logo are included as attachments A and B, respectively.

- 3) Should overhead street name signs include a border? The California MUTCD includes standards for overhead street name signs to include an optional border. On green, blue, or brown backgrounds, the border must be white. On white backgrounds, the border must be black.

The City currently includes a white border.

Amongst neighboring cities, the cities of Irvine and Laguna Hills include a border. The City of Aliso Viejo does not include a border.

The attached conceptual renderings of overhead street name signs include white borders (the white line between the green background and gray frame in the second rendering on both attachments A and B). If a border were not included, that white line would be green.

*Note: The design of overhead street name signs is not necessarily uniform in all cities referenced (e.g., due to signs having been installed at different times). The current design standards identified herein are reflective of the design of overhead street name signs recently installed.*

### **Fiscal Impact**

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

Report Prepared With: April Baumgarten, Public Works Administrator

Attachments: A – Conceptual Rendering – Overhead Street Name Sign without City Logo  
B – Conceptual Rendering – Overhead Street Name Sign with City Logo

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**PRODUCT SPECS**  
 DIMENSIONS: X  
 PRODUCT TYPE:  
 MANUFACTURING METHOD:  
 OPTIONS: CORNER RADIOUS:

**SUBSTRATE SPECS**  
 TYPE:  
 MATERIAL:  
 ALLOY: GAUGE:  
 TREATMENT:  
 OPTIONS:

**SHEETING SPECS**  
 BASE SHEETING:  
 BACKGROUND COLOR:  
 LEGEND SHEETING:  
 LEGEND COLOR:  
 LEGEND OPTIONS:

**POF**  
**TAGS & IDS**  
 BORDER ID:  
 SSC BRANDING:  
 SSC STICKER:  
 SHIPPING TAGS:

ITEM 9.3 - Attachment A  
 DESIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
**CUSTOMER APPROVAL**  
 APPROVED  REVISE REV #:  
 CUSTOMER SIGNATURE \_\_\_\_\_ REVISIED BY \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE \_\_\_\_\_

QUOTE # \_\_\_\_\_ S.O. # \_\_\_\_\_

LACO ILLUM FACE-TYPE A  
 SIZE 71.625 X 17.75



LACO ILLUM FACE-TYPE A  
 FINISHED FRAME SIZE 72.375 X 18.5



FINISHED W/ FRAME

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SAFEWAY SIGN COMPANY EST. 1948

www.safewaysign.com

9875 Yucca Rd. Adelanto, Ca 92301



3M Certified Sign Fabricator

QUOTE #

S.O. #

PRODUCT SPECS

DIMENSIONS: X
PRODUCT TYPE:
MANUFACTURING METHOD:
OPTIONS: CORNER RADIOUS:

SUBSTRATE SPECS

TYPE:
MATERIAL:
ALLOY: GAUGE:
TREATMENT:
OPTIONS:

SHEETING SPECS

BASE SHEETING:
BACKGROUND COLOR:
LEGEND SHEETING:
LEGEND COLOR:
LEGEND OPTIONS:

POF

TAGS & IDS

BORDER ID:
SSC BRANDING:
SSC STICKER:
SHIPPING TAGS:

ITEM 9.3 - Attachment B

DESIGNED BY DATE

MANAGER DATE

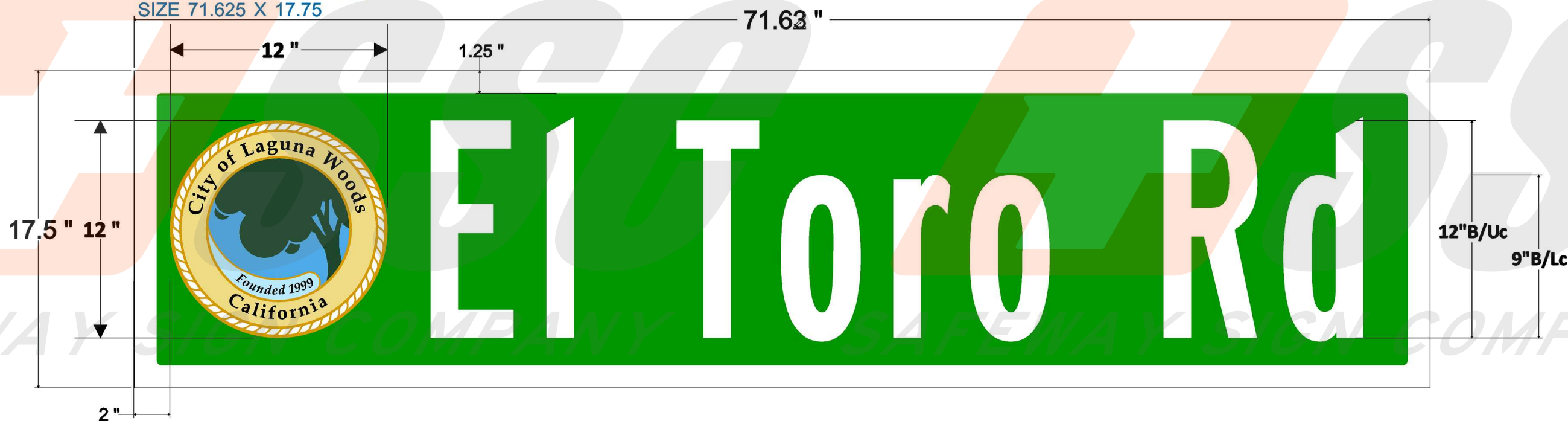
CUSTOMER APPROVAL

APPROVED REVISIONS: REVISE REV #:

CUSTOMER SIGNATURE REVISED BY

DATE DATE

LACO ILLUM FACE-TYPE A
SIZE 71.625 X 17.75



LACO ILLUM FACE-TYPE A
FINISHED FRAME SIZE 72.375 X 18.5



FINISHED W/ FRAME