

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Special Meeting
Monday, November 19, 2018
2:00 p.m.

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

Carol Moore
Mayor

Cynthia Conners
Mayor Pro Tem

Noel Hatch
Councilmember



Shari L. Horne
Councilmember

Joe Rainey
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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

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

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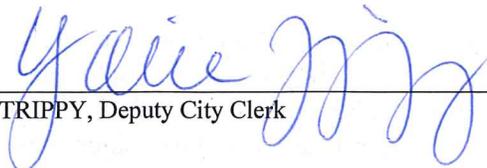
FOR ADDITIONAL INFORMATION

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

AFFIDAVIT OF POSTING

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

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City's website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 17-30, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.



YOLIE TRIPPY, Deputy City Clerk

11-16-18

Date

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC COMMENTS

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

V. CONSENT CALENDAR

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

5.1 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of October 2018.

5.2 Warrant Register

Recommendation: Approve the warrant register dated November 19, 2018 in the amount of \$905,634.57.

5.3 Landscape Maintenance Services

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

5.4 Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)

Recommendation:

1. Approve final plans and specifications reflecting completion of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)”, as-built.

AND

2. Accept project completion of the contract agreement with Golden State Constructors for the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)”.

AND

3. Release contract retention in the amount of \$5,848.90 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention.

AND

4. Exonerate project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.
- 5.5 Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, and Dog Park Parking Lot Work

Recommendation: Reject all bids received for the “Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, and Dog Park Parking Lot Work”.

VI. CLOSED SESSION

Prior to convening in closed session, the City Council will hear public comments on items appearing on the closed session agenda.

6.1 The City Council will meet in closed session under the authority of California Government Code Section 54956.9(d)(4) to consider the potential initiation of litigation in one case.

VII. CLOSED SESSION REPORT

VIII. ADJOURNMENT

Next Regular Meeting:

Wednesday, December 19, 2018 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

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5.1-5.5
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: November 19, 2018 Special Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the November 19, 2018 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 November 19, 2018 Consent Calendar contains the following items:

- 5.1 Approval of a motion to receive and file the City Treasurer's Report for the month of October 2018.
- 5.2 Approval of the warrant register dated November 19, 2018 in the amount of \$905,634.57. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.
- 5.3 Approval of an agreement with BrightView Landscape Services for landscape maintenance services and authorization for the City Manager to

execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for landscape maintenance services was released on September 21, 2018 with proposals due by October 12, 2018. A total of three proposals were received (BrightView Landscape Services, Nieves Landscape, and Pinnacle Landscape Management). After reviewing all proposals and conducting a finalist interview, staff recommends that the City Council award the agreement to BrightView Landscape Services due to factors including, but not limited to, cost, experience, qualifications, and responsiveness to the RFP. BrightView Landscape Services provides or has provided similar services for the cities of Costa Mesa, Fountain Valley, Lake Forest, San Juan Capistrano, and others.

- 5.4 [1] Approval of final plans and specifications reflecting completion of the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1 (Moulton Parkway)” (“Project”), as-built (available for review at City Hall); [2] acceptance of project completion of the contract agreement with Golden State Constructors for the Project; [3] release of contract retention in the amount of \$5,848.90 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange, provided no Stop Notices are on file with the City preventing the release of the contract retention; and, [4] exoneration of project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange. The Project is included in the City’s Capital Improvement Program.
- 5.5 Rejection of all bids received for the “Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, and Dog Park Parking Lot Work”. Bids were invited for the project from September 27 to October 12, 2018. Five bids were received (All American Asphalt, EBS General Engineering, Hardy & Harper, Palp, Inc. DBA Excel Paving, and R.J. Noble Company); however, staff recommends that all bids be rejected in order to allow for reconsideration of the scope of work and bidding requirements. If rejected, staff would review the plans and specifications and issue a new bid solicitation.

5.1
CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
For the Month Ended October 31, 2018

ITEM 5.1

CASH AND INVESTMENTS

	Beginning Balances As of 9/30/18	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 10/31/18	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 3)	\$ 388,502	\$ 466,612	\$ (549,675)	\$ 300,000	\$ 605,439	5.75%	
Cash Balances, Multi-Bank Securities (MBS) Account	\$ 248,482	\$ 4,120	\$ (251,817)	\$ -	\$ 785	0.01%	
Earned Interest in Transit and Accrued Interest, Securities Account	\$ 5,236	\$ 2,947.04		\$ -	\$ 8,183	0.08%	
Petty Cash	\$ 1,197	\$ 303	\$ (286)	\$ -	\$ 1,214	0.01%	
Total Cash and Cash Equivalents	\$ 643,417	\$ 473,983	\$ (801,778)	\$ 300,000	\$ 615,622	5.84%	100.00%
Pooled Money Investment Accounts (PIMA)							
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 4,223,187	\$ 22,947	\$ -	\$ (300,000)	\$ 3,946,134	37.45%	
Orange County Investment Pool (OCIP) (Notes 1 and 2)	\$ 4,054,295	\$ 5,656	\$ (197)	\$ -	\$ 4,059,754	38.53%	
Total Pooled Money Investment Accounts	\$ 8,277,482	\$ 28,603	\$ (197)	\$ (300,000)	\$ 8,005,888	75.98%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (book value) (Note 4)	\$ 1,670,000	\$ 245,000	\$ -		\$ 1,915,000	18.17%	
Total Investments	\$ 1,670,000	\$ 245,000	\$ -	\$ -	\$ 1,915,000	18.17%	30.00%
TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS	\$ 10,590,899	\$ 747,586	\$ (801,975)	\$ -	\$ 10,536,510	100.00%	

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

	General Fund	Special Revenue Funds	Totals
Analyzed Checking	\$ (580,403)	\$ 1,185,843	\$ 605,439
Cash, Securities Account	\$ 785	\$ -	\$ 785
Interest in Transit	\$ 8,183	\$ -	\$ 8,183
Petty Cash	\$ 1,214	\$ -	\$ 1,214
LAIF	\$ 3,946,134	\$ -	\$ 3,946,134
OCIP	\$ 4,059,754	\$ -	\$ 4,059,754
Certificates of Deposit	\$ 1,915,000	\$ -	\$ 1,915,000
Totals	\$ 9,350,667	\$ 1,185,843	\$ 10,536,510

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



City of Laguna Woods
City Treasurer's Report
For the Month Ended October 31, 2018

ITEM 5.1

INVESTMENT PORTFOLIO DETAIL

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 5)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation (FDIC) Insured)														
508176CH5	2017-2	LAKE CITY BANK	24 months	03/08/17	03/22/17	245,000	244,358	245,000	1.600	Monthly	04/22/17	300	1.600	03/22/19
02587DR26	2017-4	AMERICAN EXPRESS CENTURIAN	18 months	05/04/17	05/10/17	245,000	244,953	245,000	1.500	Semi-Annual	11/10/17	300	1.500	11/13/18
38148PTD9	2017-6	GOLDMAN SACHS BANK USA	36 months	11/16/17	11/22/17	245,000	240,132	245,000	2.050	Semi-Annual	05/22/18	Green*	2.050	11/23/20
61747ML58	2018-1	MORGAN STANLEY BK N A SALT LAKE	36 months	02/14/18	02/22/18	100,000	98,917	100,000	2.600	Semi-Annual	08/22/18	Green***	2.600	02/22/21
101120DW0	2018-2	BOSTON PRIVATE BANK & TR	21 months	03/09/18	03/23/18	245,000	243,951	245,000	2.300	Monthly	04/23/18	Green***	2.300	12/23/19
64944RJO	2018-3	NEW YORK COMMUNITY BANK	24 months	03/23/18	03/28/18	100,000	99,532	100,000	2.450	Semi-Annual	09/28/18	Green***	2.450	03/27/20
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	242,729	245,000	2.700	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	244,067	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	244,135	245,000	3.250	Monthly	11/05/19	Green***	3.250	10/05/22
Accrued Interest - Month End						8,183								
Total CDs						1,915,000	1,910,957	1,915,000						

(*) At the time of purchase and until September 2017, CDs were rated or ranked using an IDC Financial Publishing, Inc. (IDC) compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups per Table 1. Post September 2017, CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. Table 2 below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

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

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

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

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

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

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	3,946,134	3,946,134	3,946,134	2.144%	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	4,059,754	4,059,754	4,059,754	1.821%	N/A	N/A	N/A	N/A	N/A
Total PIMA						8,005,888	8,005,888	8,005,888						

(See NOTES on Page 3 of 3)



**City of Laguna Woods
City Treasurer's Report
For the Month Ended October 31, 2018**

ITEM 5.1

OTHER FUNDS - HELD IN TRUST

	Beginning Balances As of 9/30/18	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 10/31/18
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 95,671	\$ -	\$ (7)	\$ (3,961)	\$ 91,704
Total Other Funds - Held in Trust	\$ 95,671	\$ -	\$ (7)	\$ (3,961)	\$ 91,704

Notes:

Note 1 - During October 2018, transaction activity in government money market funds, investment accounts and fiduciary trusts included:

LAIF / In October 2018, the City made no deposits to the LAIF account and withdrew \$300,000 for seasonal cash flow purposes.

OCIP / The City made no deposits to or withdrawals from the OCIP account.

Investments / \$245,000 cash balance was re-invested in a UBS Bank USA Certificate of Deposit for a 48 month term at a 3.250% rate.

OPEB Trust / The City made no contributions to the OPEB Trust in October 2018. The Fund experienced significant losses in October 2018 consistent with severe declines in the U.S. stock market during the same period. Per market analysts, current declines in the US Market appear to be related to anxieties related to the upcoming election, slowing global growth, and fears that economic expansion may be flattening out.

Note 2 - Investment earnings on government pooled money investment accounts deposited and reported August 2018 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month Earnings Will Post	Notes
LAIF	Quarterly	\$22,947	N/A	2.14%	January 2019	Interest for the quarter ended September 30, 2018 will be deposited in October 2018.
OCIP	Monthly	\$5,656	N/A	1.82%	See Notes	August interest of \$5,791.43 and September interest of \$5,864.35 are accrued and not yet received as of October 31, 2018. Amounts accrued will be deposited in subsequent months.

Note 3 - Analyzed Checking Account / Monthly activity reported does not reflect October vendor invoicing processed after the date of this report.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest \$4,120.02 and transferred out \$6,817.04 in cash balances to the City's checking account in October 2018. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City portfolio also has \$8,182.91 in accrued interest, not yet vested.

City Treasurer's Certification

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

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

Margaret A Cady

Margaret A. Cady, City Treasurer

11/14/18

Dated

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5.2
WARRANT REGISTER

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**CITY OF LAGUNA WOODS
WARRANT REGISTER
11/19/2018**

This Report Covers the Period 10/6/2018 through 11/9/2018

Date	Vendor Name	Description	Amount
Debit	Automatic Bank Debits		
Debit 10/11/2018	COUNTY OF ORANGE	Law Enforcement Services / October 2018	\$ 228,940.46
Debit 10/12/2018	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 09/28/2018	179.48
Debit 10/15/2018	U.S. BANK	Analysis Service Charges / September 2018	23.31
Debit 10/15/2018	CALPERS - RETIREMENT	Retirement Contributions Adjustment / Pay Period Ended 05/11/2018	9.30
Debit 10/17/2018	ADP TAX	Payroll Taxes / Pay Period Ended 10/12/2018	9,205.19
Debit 10/17/2018	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 10/12/2018	18,627.02
Debit 10/17/2018	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / October 2018	5,931.49
Debit 10/17/2018	BUSINESS PLANS	Employee Benefit Program / October 2018	278.54
Debit 10/19/2018	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 10/12/2018	885.53
Debit 10/19/2018	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 10/12/2018	3,752.92
Debit 10/24/2018	BUSINESS PLANS	Employee Benefit Program / October 2018	416.67
Debit 10/26/2018	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 10/12/2018	167.36
Debit 10/31/2018	ADP TAX	Payroll Taxes / Pay Period Ended 10/26/2018	9,017.02
Debit 10/31/2018	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 10/26/2018	20,545.20
Debit 10/31/2018	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / October 2018	1,675.00
Debit 11/01/2018	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 10/26/2018	885.53
Debit 11/01/2018	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 10/26/2018	3,752.92
Debit 11/01/2018	CALPERS - HEALTH	Employee Benefit Program / November 2018	2,500.06
Debit 11/02/2018	COUNTY OF ORANGE	Law Enforcement Services / November 2018	228,940.46
Debit 11/09/2018	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 10/26/2018	183.52
Numbe	Warrants:		
2481 10/18/2018	360 BUSINESS CONSULTING	Graphic Design / September 2018	\$ 262.50
2482 10/18/2018	AT&T	Telephone / 583-1105 / September 2018	20.59
2483 10/18/2018	AT&T	Telephone / 581-9821 / September 2018	75.74
2484 10/18/2018	AT&T	White Pages / October 2018	4.48
2485 10/18/2018	CHECK VOIDED	Void	0.00
2486 10/18/2018	CAA	Water Quality Services / September 2018	2,457.00
2487 10/18/2018	CALIFORNIA BLDG STANDARDS COMM	Building Permit Fee Assessment / July - September 2018	333.31
2488 10/18/2018	CALIFORNIA INTERNET LP	City Hall Internet Service / November 2018	424.00
2489 10/18/2018	CASEY O'CALLAGHAN GOLF COURSE DESIGN	Site Design Consulting Services / September 2018	1,237.50
2490 10/18/2018	COUNTY OF ORANGE	Automated Fingerprinting ID System / October 2018	658.00
2491 10/18/2018	DENNIS METZLER	Waste Diversion Deposit Refund	250.00
2492 10/18/2018	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / July - September 2018	1,537.62
2493 10/18/2018	ICMA RETIREMENT CORPORATION	Quarterly Plan Fee / October - December 2018	125.00
2494 10/18/2018	J. LIN REMODELING SERVICES, INC	Waste Diversion Deposit Refund	250.00
2495 10/18/2018	KONE INC.	City Hall Elevator Maintenance / October 2018	267.64
2496 10/18/2018	MARC DONOHUE	Administrative Services / August - September 2018	600.00
2497 10/18/2018	MICHAEL BAKER INTERNATIONAL	Planning Services / September 2018	5,031.25
2498 10/18/2018	MUNICIPAL CODE CORP	Codification of Ordinances	933.40
2499 10/18/2018	ORANGE COUNTY COUNCIL OF GOVTS	Membership Dues / Fiscal Year 2018-19	4,088.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
11/19/2018**

This Report Covers the Period 10/6/2018 through 11/9/2018

Date	Vendor Name	Description	Amount	
2500	10/18/2018	ORANGE COUNTY REGISTER-NOTICES	Public Notices / September 2018	305.00
2501	10/18/2018	RICOH USA, INC.	Copier Usage / September 2018	148.81
2502	10/18/2018	RUTAN & TUCKER, LLP	Legal Services / August 2018	8,614.44
2503	10/18/2018	SOUTHERN CALIFORNIA EDISON	Electric Services / September 2018	3,256.38
2504	10/18/2018	SUNSET PROPERTY SERVICES	Street Sweeping Services / September 2018	2,832.00
2505	10/18/2018	TEAM ONE MANAGEMENT	Janitorial Services / September 2018	1,216.47
2506	10/18/2018	THE GAS COMPANY	Gas Service - City Hall / September 2018	15.78
2507	10/18/2018	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / September 2018	4,575.40
2508	10/26/2018	A & B HOME REMODELING & DESIGN	Waste Diversion Deposit Refund	750.00
2509	10/26/2018	ALLIED MECHANICAL AIR SYS, INC	City Hall Maintenance / March - September 2018	1,556.00
2510	10/26/2018	ANAHEIM COMMUNITY PUBLISHING	Graphic Design / March - September 2018	414.00
2511	10/26/2018	BOA ARCHITECTURE	City Hall Refurbishment & Safety Project / August 2018	2,380.00
2512	10/26/2018	BOUTWELL FAY LLP	Legal Services / September 2018	4,717.50
2513	10/26/2018	BROWN ARMSTRONG ACCOUNTANCY CORPORATION	Audit Services / Fiscal Year 2017-18	7,800.00
2514	10/26/2018	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration / October 2018	100.00
2515	10/26/2018	CALIFORNIA YELLOW CAB	Taxi Voucher Services / September 2018	5,957.00
2515	10/26/2018	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / September 2018	7,670.00
2516	10/26/2018	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / October 2018	9,100.00
2517	10/26/2018	ECHO CLEANING SERVICES	Carpet Cleaning - City Hall	410.00
2518	10/26/2018	JANE LEE	Waste Diversion Deposit Refund	250.00
2519	10/26/2018	K & A HOMES	Waste Diversion Deposit Refund	250.00
2520	10/26/2018	NIEVES LANDSCAPE, INC.	Landscape Maintenance / September 2018	262.62
2521	10/26/2018	NUVIS	Dog Park Relocation Project / September 2018	1,840.00
2522	10/26/2018	ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	186.00
2523	10/26/2018	ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	186.00
2524	10/26/2018	ORANGE COUNTY CLERK-RECORDER	Document Recording Fee	186.00
2525	10/26/2018	PRACTICAL DATA SOLUTIONS	IT Support Services / September 2018	2,280.72
2526	10/26/2018	RICOH USA, INC.	Copier Lease / November 2018	214.20
2527	10/26/2018	WILLDAN ENGINEERING	Code Enforcement Services / September 2018	2,871.00
2527	10/26/2018	WILLDAN ENGINEERING	Building Official Services / September 2018	14,340.00
2528	11/05/2018	AT&T	Telephone / 452-0600 / October 2018	1,249.84
2529	11/05/2018	AT&T	Telephone / 458-3487 / October 2018	40.04
2530	11/05/2018	AT&T	Telephone / 639-0500 / October 2018	209.55
2531	11/05/2018	CIVIL SOURCE	Traffic Engineering / September 2018	25,435.00
2531	11/05/2018	CIVIL SOURCE	Building Inspection & Counter Services / September 2018	33,451.25
2532	11/05/2018	COMPUTER SERVICE COMPANY	Traffic Maintenance / September 2018	3,754.74
2533	11/05/2018	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / November 2018	382.82
2534	11/05/2018	GOLDEN STATE CONSTRUCTORS	ADA Pedestrian Accessibility Improvement Project: Phase 1 / September 2018	111,129.10
2535	11/05/2018	MANAGED HEALTH NETWORK	Employee Benefits Program / November 2018	16.72
2536	11/05/2018	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update / September 2018	13,663.33

**CITY OF LAGUNA WOODS
WARRANT REGISTER
11/19/2018**

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This Report Covers the Period 10/6/2018 through 11/9/2018

Date	Vendor Name	Description	Amount	
2537	11/05/2018	NEW MILENNIUM CONSTRUCTION SERVICES, INC.	City Hall Restroom Repair & Improvement Project / October 2018	39,168.50
2538	11/05/2018	NIEVES LANDSCAPE, INC.	Landscape Maintenance / October 2018	14,006.25
2539	11/05/2018	PROTEL COMMUNICATIONS, INC	Telephone System Maintenance / October 2018	478.00
2540	11/05/2018	PV MAINTENANCE INC	Catch Basin Cleaning / October 2018	2,244.00
2541	11/05/2018	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / October 2018	1,662.02
2542	11/05/2018	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	2,113.35
2543	11/05/2018	VAN DYKE LANDSCAPE ARCHITECTS	Landscape Architecture Services / August - September 2018	10,092.50
2544	11/05/2018	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / November 2018	120.18
2545	11/08/2018	BALLIET, MICHAEL	Waste Management Consulting Services / September 2018	3,350.00
2546	11/08/2018	BALLIET, MICHAEL	Waste Management Consulting Services / October 2018	3,773.75
			Total Bank Debits and Warrants:	\$ 905,499.27

Petty Cash Expenditures Paid Out (See Note 2)

Dollar Tree	Temporary Restroom Supplies	\$8.08
Staples	Temporary Restroom Supplies	\$18.30
Home Depot	Temporary Restroom Supplies	\$96.92
Michael Balliet	Reimbursement, Bank Charges	\$12.00
		Total Petty Cash:
		\$135.30

TOTAL **\$905,634.57**

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of November 2018, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and Rainey.

Note 2 - Petty cash is reported as cash is paid out.

Note 3 - The table below summarizes credit card expenditures paid via Check #2542 to U.S. Bank totaling \$2,113.35

FedEx	Postage	152.47
USPS	Postage	16.00
Ebay	Cable Television Equipment	312.85
Park Hyatt	Lodging for CJPIA Conference / Conners	467.46
Park Hyatt	Lodging for CJPIA Conference / Horne	467.46
Park Hyatt	Lodging for CJPIA Conference / Rainey	467.46
Long Beach Hilton	Erroneous Charge / Credit in Process	229.65
		Total Credit Card Reimbursement:
		2,113.35

Administrative Services Director/City Treasurer's Certification

I, Margaret A. Cady, Administrative Services Director / City Treasurer, do hereby certify:

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

Margaret A. Cady, Administrative Services Director/City Treasurer

11/14/18

CITY OF LAGUNA WOODS
WARRANT REGISTER
11/19/2018

This Report Covers the Period 10/6/2018 through 11/9/2018

Date	Vendor Name	Description	Amount
	Margaret A. Cady, Administrative Services Director/City Treasurer		Dated

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LANDSCAPE MAINTENANCE SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
BRIGHTVIEW LANDSCAPE SERVICES
FOR LANDSCAPE MAINTENANCE SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 19th day of November 2018 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and BrightView Landscape Services ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on December 20, 2018 and ending at 11:59 p.m. on June 30, 2021. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2023.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, official, employee or agent of CITY. Except in instances of direct conflicts of interest with CONSULTANT's performance of the services under this AGREEMENT, CONSULTANT shall have no restriction on performing like services as those under this AGREEMENT for other public agencies or other parties during the term of this AGREEMENT. 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

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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. CONSULTANT, at its sole discretion and in compliance with applicable laws, shall determine the compensation it pays to its staff who perform services under this AGREEMENT. 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. CONSULTANT shall provide, at its sole discretion and at its sole expense, any additional training as may be necessary for CONSULTANT's personnel to perform satisfactorily the services under this AGREEMENT.

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

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

(e) CONSULTANT's personnel shall not be subject to any formal employee performance evaluation by CITY during the term of this AGREEMENT. Notwithstanding the foregoing, to the extent CONSULTANT's personnel fail to perform satisfactorily the services under this AGREEMENT, CITY may advise CONSULTANT of failures or shortcomings in CONSULTANT's personnel's performance, and may request replacement personnel, provided the replacement personnel is determined by CONSULTANT.

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended from time to time or replaced by a successor statute, and in connection therewith, shall not employ unauthorized aliens as defined therein. The term "unauthorized aliens" means and includes "undocumented foreign nationals" as defined in the proposed Federal Correcting Hurtful and Alienating Names in Government Expression (CHANGE) Act (H.R. 3785, introduced October 21, 2015). Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm,

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has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any

response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

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

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

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

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

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

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "F", 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.

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No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Shannon Speratos, Vice President General Manager

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete landscape maintenance 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 provide landscape maintenance services for all CITY-owned or maintained properties, including those described in Exhibit "D" (Minimum Standards of Performance) and those shown in Exhibit "F" (City-Maintained Landscape Areas), in the manner described in this AGREEMENT.

Prevailing Wage

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

California Department of Industrial Relations

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

Licensure

1. CONSULTANT shall hold and maintain a valid State of California C-27 (Landscaping Contractor) contractor's license at all times during the term of this AGREEMENT.
2. CONSULTANT shall hold and maintain a valid State of California Department of Pesticide Regulation Pest Control Business License at all times during the term of this AGREEMENT. As an alternative, CONSULTANT may subcontract with a duly licensed firm for services for which applicable law or this AGREEMENT requires a Pest Control Business License.
 - a. All persons who apply pesticides (and, all persons when required by law) shall hold and maintain a valid State of California Department of Pesticide Regulation Qualified Applicator License (QAL) at all times while providing such services.

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3. At least one person working for CONSULTANT shall hold a valid State of California Department of Pesticide Regulation Agricultural Pest Control Adviser License at all times during the term of this AGREEMENT. As an alternative, CONSULTANT may subcontract with a duly licensed person for services for which applicable law or this AGREEMENT requires an Agricultural Pest Control Adviser License.
4. At least one person working for CONSULTANT shall hold such valid certification as the El Toro Water District requires to perform backflow testing at all times during the term of this AGREEMENT. As an alternative, CONSULTANT may subcontract with a duly certified person for backflow testing services.

Additional Information

1. Exhibits "D" (Minimum Standards of Performance) and "E" (Weed Control Provisions and Integrated Pest Management Policy) contain additional information on the scope of services required by CONSULTANT, and CONSULTANT shall comply with same.

Standards for Personnel

1. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall have at least two years of experience involving landscape maintenance and be fluent in the English language. Experience managing municipal contracts is preferred.
2. 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.
3. At all times during landscape maintenance services, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from providing services.
4. CONSULTANT's personnel shall possess all of the following:
 - a. Proper licensure and training for operation of equipment utilized.
 - b. Ability to operate equipment in accordance with the manufacturer's recommendations.
 - c. Ability to make required operator/mechanical adjustments to the equipment being used.
 - d. Knowledge of safety regulations as they relate to the work performed.
 - e. Knowledge of the safety and uniform standards required by this AGREEMENT.

Standards of Practice

1. CONSULTANT shall comply with CITY's National Pollutant Discharge Elimination System (NPDES) requirements including, but not limited to, the Laguna Woods Municipal Code's water quality provisions, as may change from time-to-time at CITY's discretion.

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2. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with manufacturer's instructions and applicable federal, state, and local laws and regulations including, but not limited to, California Division of Occupational Health and Safety requirements, California Department of Transportation requirements, and the California Manual of Uniform Traffic Control Devices.
3. CONSULTANT shall employ temporary traffic control as necessary for safety of the public and CONSULTANT's personnel and equipment. Temporary traffic control shall comply with the California Manual of Uniform Traffic Control Devices. Temporary traffic control for routine services shall be considered routine and shall not constitute extra services.
4. CONSULTANT shall identify the location of all utilities, irrigation components, trees, and/or any public or private property element(s) that could be compromised by any work activity. This pre-inspection shall occur prior to any commencement of work in any area on any given day. If identified, CONSULTANT shall take appropriate action to protect the same. If, during the course of the pre-inspection, CONSULTANT identifies damage that existed before the onset of work, CONSULTANT shall document the damage with photographs and report such damage to CITY prior to any commencement of work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo documentation and/or a written report to CITY shall be considered the responsibility of CONSULTANT.
5. CONSULTANT shall setup, operate, and stage in a manner that presents the least amount of disruption to residents, businesses, the public, and traffic flow. Equipment shall never be stored or left unattended on a public street, CITY facility, or private property.
6. CONSULTANT shall prevent unnecessary or excessive noise resulting from its work and comply with the Laguna Woods Municipal Code's noise provisions, as may change from time-to-time at CITY's discretion. CONSULTANT shall not idle vehicles, engage in unnecessarily loud personal communication, or use radios, stereos, speakers, megaphones, or similar sound amplification equipment.
7. With the exception of extra work when specifically authorized by CITY, or in the case of emergency response, CONSULTANT shall not perform any work on Saturdays, Sundays, federal holidays, or between the hours of 7 p.m. and 6:30 a.m., Mondays through Fridays. CONSULTANT may begin to stage its personnel and equipment between 6:30 and 7 a.m.; however, no mechanized equipment (e.g., blowers, vacuums, mowers, edgers, trimmers, chippers, or saws) shall be used prior to 7 a.m.
8. CONSULTANT's management personnel shall participate in an at least monthly project area inspection with CITY to review outstanding and anticipated service issues.

Injury, Death, or Property Damage Reporting

1. CONSULTANT shall report to CITY any incident that occurs during work, and results in any injury or death, within one hour of occurrence. CONSULTANT shall prepare and submit a written report to CITY within 24 hours of any such incident.
2. If any structure or property is damaged as a result of CONSULTANT's work, CONSULTANT shall notify the property owners and CITY within one (1) hour of occurrence. CONSULTANT shall make all arrangements for repairs to damaged property at CONSULTANT's own cost within 48 hours of occurrence, except utility lines, which shall be repaired within 24 hours of occurrence. CONSULTANT shall be solely responsible for contacting all utilities, property owners, and contractors required to complete such repairs. Repairs shall be made in accordance with the appropriate building codes under permits issued by CITY (CITY will not waive fees) and other laws and regulations, as applicable. Repairs shall be made using components matching those that were damaged.

CITY Keys and Passcodes

1. CONSULTANT shall maintain possession of, and keep confidential and secure, passcodes provided by CITY to access CITY-owned or maintained areas, or CITY systems or equipment, at all times.
2. CONSULTANT shall maintain possession of, and keep confidential and secure, keys provided by CITY to access CITY-owned or maintained areas, or CITY systems or equipment, at all times.
3. CONSULTANT shall provide immediate written notification to CITY in the event that any key or passcode provided by CITY is lost, stolen, or misused. CONSULTANT shall reimburse CITY for all costs associated with rekeying locks and resetting passcodes due to keys or passcodes provided to CONSULTANT being lost, stolen, or misused.
4. CONSULTANT shall not duplicate or otherwise reproduce any key provided by CITY to access CITY-owned or maintained areas, or CITY systems or equipment, without prior written authorization of CITY.
5. CONSULTANT shall not rekey, attach additional locks to, or modify passcodes for any CITY-owned or maintained area, or CITY system or equipment, without obtaining prior written authorization from CITY.
6. CONSULTANT shall return to CITY all keys provided by CITY upon the expiration or termination of this AGREEMENT, or immediately upon CITY's written demand.

EXHIBIT "B"
COMPENSATION

CONSULTANT's rates shall be as follows:

Table 1-1: Compensation Schedule

Landscape Area(s)	Regular Rate	Special Rate
Routine Services		
Public Right-of-Way	\$11,426.49 per month	
City Centre Park Woods End Wilderness Preserve San Remo/Santa Vittoria Parcel	\$1,447.97 per month	
Dog Park (existing/new and parking lot)	\$542.64 per month	
City Hall (including parking lot)	\$697.90 per month	
<i>TOTAL ROUTINE SERVICES</i>	<i>\$14,115.00 per month</i>	
Extra Work - Labor		
Landscape Maintenance Supervisor	\$40 per hour	\$60 per hour
Landscape Foreman	\$32.50 per hour	\$48.75 per hour
Irrigation Specialist	\$45 per hour	\$67.50 per hour
Landscape Maintenance Laborer	\$28 per hour	\$42 per hour
Extra Work - Other		
Equipment and Supplies – Irrigation Repairs	10% mark-up over cost (as evidenced by receipts)	
Planting, Replacement, Renovation, or Other Extra Work	CONSULTANT shall provide work-specific proposals to CITY upon request; labor rates shall conform to the rates for "Extra Work - Labor."	

The rates set forth in Table 1-1 are all inclusive, with the exception of plan check, permit, and other related fees; reprographics costs; and, courier/ mailing services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by

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receipts). CONSULTANT shall not be reimbursed for any other expenses including, but not limited to, mileage; travel; food; drink; computer, voice, and data line usage; and, provision of required uniforms, telephones, training, licensure, and certification.

In Table 1-1, where applicable, "Special Rate" applies to all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, as well as between the hours of 5 p.m. and 6 a.m., Monday through Sunday. All other work shall be charged at the specified "Regular Rate."

CONSULTANT's rates for "Routine Services" and "Extra Work - Labor" shall increase by 4% on January 1 of each year of the term of this AGREEMENT.

EXHIBIT "C"
INSURANCE

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

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

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

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

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT. Subcontractors or any other persons not covered by CONSULTANT's Workers' Compensation insurance shall carry separate and equivalent Workers' Compensation insurance as required by this subsection.

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

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

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

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

EXHIBIT "D"**MINIMUM STANDARDS OF PERFORMANCE**

THE STANDARDS DESCRIBED IN THIS EXHIBIT ARE PROVIDED AS MINIMUM PERFORMANCE STANDARDS AND ARE INTENDED TO PROVIDE ONLY A BASELINE DESCRIPTION OF SERVICES. THIS EXHIBIT IS NOT A TECHNICAL SPECIFICATION AND DOES NOT RELIEVE CONSULTANT FROM MEETING GENERALLY ACCEPTED INDUSTRY STANDARDS OR BEST PRACTICES FOR LANDSCAPE MAINTENANCE, WHETHER OR NOT SPECIFICALLY DESCRIBED HEREIN.

Service Description

CONSULTANT shall provide complete landscape maintenance of all CITY-owned and maintained landscape areas, including, but not limited to pruning, shaping and training of plant material; fertilization; weed control; control of all plant diseases and pests; maintenance and repairs of irrigation and drainage systems; and all other maintenance required to maintain areas in a safe, attractive and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

Areas CONSULTANT shall maintain generally include, but are not limited to, the following (see also Exhibit "F"):

- CITY-owned and maintained medians, parkways, and landscape areas along El Toro Road, Moulton Parkway, Ridge Route Drive, and Santa Maria Avenue
- City Hall (24264 El Toro Road), including parking lot, driveways, and patio
- "A Place for Paws" Dog Park (23301 Ridge Route Drive), including parking lot
- City Centre Park (24121 Moulton Parkway)
- Portions of Woods End Wilderness Preserve (24995 El Toro Road)
- Parcel in the vicinity of the intersection of Santa Vittoria Avenue and San Remo Drive

CONSULTANT shall also remove loose debris (including, but not limited to, trash, grass clippings, pruning debris, and leaf litter) from sidewalks, walkways, pavers, parking lots, and similar areas within the public right-of-way, and shall also provide pest management in those same areas. CONSULTANT shall also remove loose debris and provide pest management within the street right-of-way on Santa Maria Avenue located west of the gate at the west side of the intersection with Avenida Sosiega.

Schedule Submittals

1. CONSULTANT shall submit an annual maintenance rotation schedule for achieving the minimum standards of performance set forth in this AGREEMENT for review and approval by CITY. CONSULTANT shall submit the initial annual maintenance rotation schedule for the 2019 calendar year within 20 working days of the effective date of this AGREEMENT and for all subsequent calendar years no later than each November 1.

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2. CONSULTANT shall submit to CITY a weekly maintenance schedule indicating specific locations of work to be done for the week, as well as number of personnel anticipated to be assigned, tasks to be accomplished, and any activity that may affect the public (such as traffic control). CONSULTANT shall submit each weekly maintenance schedule no later than Friday at 3 p.m. for the following Monday through Friday period. CONSULTANT agrees that many factors affecting landscaping can be unpredictable including, but not limited to, weather, plant and weed growth, drought, and pest population variances. Consequently, CITY may, at its discretion, provide comment on weekly maintenance schedules and set priorities for otherwise routine work. Such priority-based adjustments shall be considered routine and shall not constitute extra services.

Irrigation

1. CONSULTANT shall maintain all irrigation systems in such a way as to guarantee proper coverage, and shall make any and all adjustments as may be necessary to prevent water runoff onto asphalt, concrete, curbs, gutters, the municipal separate storm sewer system, sidewalks, walkways, pavers, parking lots, and other areas not meant to be irrigated.
2. CONSULTANT's routine maintenance shall include regular and as-needed inspections of, and repairs and/or replacements of, all parts of the irrigation system as required to ensure the proper operation, water efficiency and full working capacity of the irrigation system from water meters throughout the work area, and shall include, but not be limited to, the following:
 - a. Keeping controller and valve boxes clear of soil and debris.
 - b. Checking for malfunctioning or leaking irrigation control valves.
 - c. Checking for broken or clogged heads or drip emitters and replacing, repairing, and adjusting (raise, lower, straighten, etc.) as necessary for proper operation.
 - d. Repairing and replacing as necessary: irrigation mains (pressure lines), irrigation controllers, master valves, check valves, irrigation system laterals (piping), irrigation sprayheads or other emitters, in-line drip lines, risers, valve boxes and lids, electrical pull boxes and lids, electrical wiring for irrigation system, quick coupler valves and hose bibs, and other equipment.
 - e. Addressing any other condition that hampers the irrigation system.
3. CONSULTANT shall repair the following deficiencies, malfunctions, breaks, or leaks immediately upon discovery without required prior notice of CITY:
 - a. Recycled water leaks of any kind.
 - b. Issues resulting in discharge to the municipal separate storm sewer system.
 - c. Issues that affect pedestrian areas such as sidewalks, curb ramps, or parks.
 - d. Where erosion or damage to property is occurring or threatened.

CONSULTANT shall repair all other irrigation system deficiencies within five working

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days of receiving prior written authorization of CITY.

4. New and replacement equipment shall comply with CITY's standard equipment list, as may change from time-to-time at CITY's discretion. All new and replacement equipment shall be able to function with existing systems, unless otherwise approved by CITY. If CITY's standard equipment is not compatible with one or more existing systems, CONSULTANT shall notify CITY and await direction before proceeding with purchase or installation. Any deviation from CITY's standard equipment list shall be requested by CONSULTANT of CITY in writing and shall be subject to CITY's discretion.
5. CONSULTANT shall program irrigation controllers as necessary to provide adequate water to keep plant material healthy. Irrigation scheduling shall consider the presence and type of plant material including, but not limited to, native or other plants that may not withstand summer water, as well as soil conditions and sun exposure.
6. CONSULTANT's irrigation and use of water shall comply with the "Guidelines for Implementation of the City of Laguna Woods Water Efficient Landscape Ordinance" and water conservation measures as required by El Toro Water District (ETWD), as may change from time-to-time at CITY or ETWD's discretion. CONSULTANT shall verify stages of drought established by ETWD and adjust services as necessary for compliance, as may change from time-to-time at ETWD's discretion.
7. Irrigation shall be accomplished using "smart" automatic irrigation systems whenever possible. If existing controllers that are not "smart" require major repair or replacement, CONSULTANT shall notify CITY in order for CITY to consider authorizing conversion thereto prior to major repair or replacement. In such instances, CONSULTANT shall not proceed with major repair or replacement without prior written CITY authorization.
8. CONSULTANT shall program irrigation controllers to water between 9 p.m. and 6 a.m., whenever possible, or comply with El Toro Water District guidelines, whichever is more restrictive (such as in times of drought). In any instance, watering is prohibited between 10 a.m. and 5 p.m. Adjustments and repairs requiring irrigation for short periods of time and watering with a hand-held hose equipped with a positive self-closing shut-off hose nozzle are exempt from the 10 a.m. to 5 p.m. watering prohibition.
9. CONSULTANT shall ensure that irrigation systems are programmed to turn off during periods of rainfall, for 48 hours following significant precipitation, and at times when the suspension of irrigation would help to conserve water without imperiling generally accepted horticultural or arboreal maintenance practices. If all or any part of the existing irrigation system is not programmable or does not automatically adjust either by design or defect, CONSULTANT shall make manual adjustments and/or take all other necessary steps to achieve compliance with this provision.
10. CONSULTANT shall irrigate by a portable irrigation method all areas not adequately covered by an automated irrigation system and all areas where automated irrigations are

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inoperable or performing incorrectly. In doing so, CONSULTANT shall exercise care to prevent water waste, erosion, and seepage into underground improvements and structures.

11. CONSULTANT shall not water with a device that is not continuously attended (including automatic valves) for more than 15 minutes per valve per day. Very low-flow drip-type systems where no emitter discharges more than two gallons of water per hour and systems that are equipped with sensor or weather-based controllers are exempt from this provision.

Shrubs/Groundcover

1. CONSULTANT shall provide all plants with sufficient water to ensure healthy growth.
2. CONSULTANT shall provide written notice and accompanying photographs to CITY of any dead, damaged, or deteriorated plants that CONSULTANT believes require removal or replacement (see “Extra Work” section in this exhibit for additional information).

Mulch in Shrub/Groundcover Areas

1. CONSULTANT shall submit an annual mulch schedule to CITY for achieving the provisions set forth in this section for review and consideration of approval by CITY. The annual mulch schedule shall identify rotation areas and materials to be applied. CONSULTANT shall submit the initial annual mulch schedule for the 2019 calendar year within 20 working days of the effective date of this AGREEMENT and for all subsequent calendar years no later than each November 1.
 - a. Mulch shall be 3-inch depth in shrub areas and 2-inch depth in groundcover areas.
 - b. Mulch shall consist of shredded bark, wood chips, or rock mulch to match existing treatment and shall be free of disease, weed seeds, and other pests or pathogens.

Pruning of Shrubs/Groundcover

1. CONSULTANT shall conduct daily inspections and immediately prune plants to prevent obstructions of CITY signage or vehicular sight lines (e.g., lines of sight from vehicles to traffic control devices and street signs).
2. CONSULTANT shall remove dead or damaged limbs or branches immediately. Pruning cuts shall be made cleanly with sharp tools, with no projections or stubs remaining.
3. CONSULTANT shall prune only as necessary to (1) maintain healthy growing conditions and plant growth within reasonable bounds to prevent encroachment into pedestrian or vehicular areas, (2) where necessary for visibility purposes (including ensure that signage and vehicular sight lines are not obstructed), and (3) as required to achieve an overall even appearance, renew growth, or improve density and attractiveness.
4. CONSULTANT shall prune during dormant or slow growth seasons whenever possible.

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5. CONSULTANT shall not prune when a plant is in flower or setting buds.
6. CONSULTANT shall prune in a manner that permits each plant to grow as naturally as possible, in accordance with each plant's respective natural growth characteristics (mature natural shape, density, and size). Plants shall not appear to be artificially shaped and, in no instance, shall plants be sculpted into unnatural geometric shapes.
 - a. Where plant size must be reduced, CONSULTANT shall prune in a method that retains as much of the plant's natural shape as possible.
 - b. CONSULTANT shall cut branches individually with cuts made from the interior of plants to thin out branches that are dead, weak, crossing, or inhibiting growth.
 - c. Shearing, hedging, or severe pruning shall be minimized and done only with prior written authorization of CITY. CITY reserves the right to require, at its discretion, CONSULTANT to replace plants, at no cost to CITY, that have been sheared, hedged, or severely pruned without prior written authorization of CITY or in such a manner that plants' ability to regain natural shapes is compromised.
 - d. Plants that require annual cutting back shall be cut back by CONSULTANT, when dormant, to four to six inches above grade with cuts level (parallel) to the ground (not in a ball), using clean sharpened blades.

Swales

1. CONSULTANT shall inspect all swales for trash, debris, and excessive sediment during normal landscape maintenance and after each storm event, and maintain, as necessary.
2. CONSULTANT shall inspect all swales during normal landscape maintenance and after each storm event for vegetation health and erosion issues and ensure that swales function adequately to prevent standing water for more than 48-hours and for vector control.
3. CONSULTANT shall maintain plant material and adjust irrigation schedule to ensure vegetative cover while preventing irrigation runoff from swale areas to storm drains.
4. CONSULTANT shall re-seed swale area and remove sediment as necessary to maintain intended drainage patterns.

Trees

1. CITY retains services under separate contract to provide tree pruning and removal work. CONSULTANT shall supplement those services with day-to-day maintenance of trees as described in this section.
2. CONSULTANT shall immediately provide written notification to CITY of any tree that shows sign of disease, damage, root heaving, leaning, or hanger limbs, or for any reason appears to be a safety hazard or shows signs of compromised health.

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3. CONSULTANT shall provide all trees with sufficient water to ensure healthy growth.
4. CONSULTANT shall maintain an 18-inch diameter circle at the base of each tree, which shall be maintained clear of plant material or mulch.
5. CONSULTANT shall not drive vehicles or other heavy equipment over roots within the dripline of any tree.
6. CONSULTANT shall not utilize weed whippers or other equipment in a manner that results in damage to tree trunks or other parts of trees.
7. CONSULTANT shall be responsible for CITY's costs for arboriculture consulting, tree pruning, tree removal, and tree replacement, as well as related public notification, traffic control, and emergency services, when required as a result of CONSULTANT's actions.

(see "Fertilization" in this exhibit for tree-related requirements)

Turfgrass

CONSULTANT ACKNOWLEDGES THAT THE TURFGRASS EXISTING WITHIN THE MEDIANS ON SANTA MARIA AVENUE AS OF THE EFFECTIVE DATE OF THIS AGREEMENT IS NOT CURRENTLY IRRIGATED AND CITY PLANS TO REMOVE AND REPLACE WITH SHRUB/GROUNDCOVERS. SUCH REMOVAL/REPLACEMENT IS INCLUDED WITHIN THE SCOPE OF ROUTINE PUBLIC RIGHT OF WAY SERVICES, AND THE COSTS OF SAME SHALL NOT INCREASE COSTS SET FORTH IN THIS AGREEMENT.

Mowing

CONSULTANT shall mow turfgrass evenly and cleanly twice per month, weather-permitting. Turfgrass shall be mowed to a maximum height of 2 ½ inches in warm weather and 1 ½ inches during the rainy season. Edges adjacent to walkways, curbs, paving, mow strips, shrub areas, and buildings shall be trimmed during each mowing occasion. All clippings shall be vacuumed or blown off walks and removed from the area immediately to minimize pedestrian contact.

Watering

CONSULTANT shall not irrigate turfgrass, but shall regularly inspect irrigation systems within turfgrass areas to identify leaks, breaks, and other conditions that may lead to water waste. Such inspections shall include, but not be limited to, turning on valves and checking meter readings.

Vines

1. CONSULTANT shall thin and otherwise maintain vines to retain their intended form and purpose. Pruning shall be performed as a continuous operation to prevent plants from

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being allowed to develop straying, undesirable growth, or excessive build-up of bare plant material or undergrowth when pruned back. Vines shall not be allowed to grow into adjacent shrubs or trees. Vines on walls shall be kept trimmed below the top of the wall.

2. CONSULTANT shall provide written notice and accompanying photographs to CITY of any dead, damaged, or deteriorated vines that CONSULTANT believes require removal or replacement (see “Extra Work” in this exhibit for additional information).

Fertilization

1. CONSULTANT shall fertilize all plant material (including trees) three times per year.
2. CONSULTANT shall deliver fertilizer to the application area in the original, unopened container bearing the manufacturer’s guaranteed analysis.

Pest Management

1. CONSULTANT shall provide pest management in compliance with the Weed Control Provisions and Integrated Pest Management Policy included as Exhibit "E".

Debris Control

1. CONSULTANT shall conduct daily inspections and keep all areas free of loose debris including, but not limited to, trash, bottles, glass, cans, paper, cardboard, metal, weeds, grass clippings, pruning debris, leaf litter, flower litter, and animal waste. Broken glass and other debris that could potentially pose a hazard to people, vehicles, or animals shall be removed immediately.
2. CONSULTANT shall clean its work areas immediately following the completion of work and at no time shall maintain work areas in a manner that could potentially pose a hazard to people, vehicles, or animals. CONSULTANT shall not store or leave any accumulated clippings, trimmings, bags, or piles in any area after the completion of each day’s work.

Blowers

1. CONSULTANT shall not use blowers of any kind, in any area, except as follows:
 - a. “A Place for Paws” Dog Park parking lot – electric-powered blowers may be used
 - b. City Hall parking lot, driveways, and patio – electric-powered blowers may be used

Washing of Hardscape Prohibited

1. CONSULTANT shall not wash down any sidewalks, walkways, pavers, parking lots, or other hardscape areas with water.

“A Place for Paws” Dog Park

AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, THERE ARE THREE AREAS WHICH, FOR THE PURPOSES OF THIS AGREEMENT, COLLECTIVELY COMPRISE “A PLACE FOR PAWS” DOG PARK – THE (1) NEW AREA, (2) EXISTING AREA, AND (3) PARKING LOT (SEE ALSO EXHIBIT "F"). ONCE THE NEW AREA OPENS, THE EXISTING AREA WILL BE RETIRED AND THE ENCLOSURE LOCKED OR REMOVED, AT WHICH TIME MAINTENANCE PROVIDED BY CONSULTANT IN THE EXISTING AREA SHALL BE CONSISTENT WITH ROUTINE PUBLIC RIGHT-OF-WAY MAINTENANCE PROVISIONS SET FORTH IN THIS AGREEMENT.

In addition to the other requirements of this AGREEMENT, CONSULTANT shall provide the following services for “A Place for Paws” Dog Park:

1. CONSULTANT shall not use blowers of any kind to maintain “A Place for Paws” Dog Park, with the exception of the parking lot for which CONSULTANT may use electric-powered blowers only when pedestrians are not present. The use of gas-powered blowers is prohibited.
2. CONSULTANT shall perform the following daily maintenance tasks, Monday through Friday, between the hours of 7 a.m. and 8 a.m.:
 - a. Picking up and disposing of dog waste.
 - b. Refilling dog waste bag dispensers.
 - c. Emptying waste and recycling receptacles, and replace bags.
 - d. Wiping down/surface cleaning waste and recycling receptacle covers.
 - e. Wiping down/surface cleaning tables, benches, and wire gates, handles, and locks.
3. All other non-daily maintenance, unless otherwise authorized in advance and in writing by CITY, shall be performed on Tuesdays, between the hours of 7 a.m. and 1 p.m., or at such other times as “A Place for Paws” Dog Park is closed to the public, as may change from time-to-time at CITY’s discretion.
4. CITY retains services under separate contract to provide artificial turf maintenance work. CONSULTANT shall supplement those services with day-to-day maintenance of artificial turf as described in this section. CONSULTANT shall educate itself and provide services in a manner that does not void CITY’s warranties for artificial turf products.
 - a. CONSULTANT shall immediately provide written notification to CITY of any artificial turf damage, as well as any condition that for any reason appears to be a safety hazard.
 - b. CONSULTANT shall spot clean artificial turf, as necessary, to keep clean. Use of water shall be limited for such spot cleaning as over-watering can create odors.

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5. CONSULTANT shall spot clean concrete, decomposed granite, mulch, and other areas as necessary to keep clean and free of debris and waste and to minimize odor.

City Hall

In addition to the other requirements of this AGREEMENT, CONSULTANT shall provide the following services for City Hall:

1. CONSULTANT shall not use blowers of any kind to maintain City Hall, with the exception of the parking lot, driveways, and patio for which CONSULTANT may use electric-powered blowers only between the hours of 7 a.m. and 8 a.m. when pedestrians are not present. The use of gas-powered blowers is prohibited.
2. CONSULTANT shall perform the following daily maintenance tasks, Monday through Friday, between the hours of 7 a.m. and 8 a.m.:
 - a. Emptying waste and recycling receptacles, and replace bags.
 - b. Wiping down/surface cleaning waste and recycling receptacle covers.
 - c. Wiping down/surface cleaning benches and bollards.
 - d. Removing cobwebs from the exterior of the building including, but not limited to, from window frames, dog waiting areas, and under-eave areas.
3. CONSULTANT shall spot clean concrete, mulch, and other areas as necessary to keep clean and free of debris and waste and to minimize odor.

Backflow Testing

1. CONSULTANT shall perform backflow testing in a manner, frequency, and with duly certified personnel compliant with applicable federal, state, and local law and regulations and the El Toro Water District's (ETWD) testing, maintenance, and repair requirements. CONSULTANT shall coordinate with ETWD directly and provide CITY with all associated testing records within 10 working days of completion or receipt.

Waste and Recycling

1. CONSULTANT shall promptly remove and dispose of all waste resulting from its work in a manner that is compliant with applicable federal, state, and local law and regulations and CITY's Solid Waste Handling Services Franchise Agreement.
2. CONSULTANT shall submit an annual waste and recycling plan for achieving the waste and recycling requirements set forth in this AGREEMENT for review and consideration of approval by CITY. CONSULTANT shall submit the initial annual waste and recycling plan for the 2019 calendar year within 20 working days of the effective date of this AGREEMENT and for all subsequent calendar years no later than each November 1.

ITEM 5.3

3. CONSULTANT shall not permit any employee, subcontractor, or member of the public to collect, salvage, or personally remove any waste resulting from its work.
4. CONSULTANT shall not place any waste resulting from its work in CITY's "on-site" containers including, but not limited to, park and sidewalk waste receptacles.
5. CONSULTANT shall submit monthly waste and recycling reports to CITY identifying the type and amount of waste resulting from its work, as well as the location and manner of its disposal, and such supporting documentation as CITY may require. CONSULTANT shall submit the monthly waste and recycling report no later than the 30th calendar day following the end of each month for the month prior and as a pre-requisite for receiving any compensation for routine services for the same month prior.

Temporary Signs and Memorial Displays

CONSULTANT shall not remove or relocate any temporary sign or memorial display that has been placed in an area for which CONSULTANT provides maintenance services without prior written authorization of CITY, unless such temporary sign or memorial display appears to be a safety hazard in which case CONSULTANT shall photograph and then immediately remove and transport the temporary sign and/or memorial display to City Hall. In such cases, CONSULTANT shall provide a written statement to CITY within 24 hours of removal explaining the perceived safety hazard that resulted in CONSULTANT's immediate action.

Unattended Personal Property

For the purposes of this section, references to "personal property" mean any tangible property including, but not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, carts, hammocks, household items, luggage, backpacks, clothing, documents, and legal over-the-counter or prescription medication. Illegal items and items reasonably determined to be trash refuse, waste, litter, junk, debris, detritus, or rubbish do not constitute "personal property."

CONSULTANT shall not remove or relocate any unattended personal property from any area for which CONSULTANT provides maintenance services without prior written authorization of CITY. When identified, CONSULTANT shall provide immediate written notice to CITY of the type and location of such unattended personal property and await further instruction.

CONSULTANT shall immediately report any unattended firearms or illegal items including, but not limited to, drug paraphernalia, to the Orange County Sheriff's Department. Within 24 hours of reporting any such items to the Orange County Sheriff's Department, CONSULTANT shall provide written notification of the same to CITY.

Extra Work

1. All pesticide application shall be considered extra work. All pest management work with the exception of pesticide application shall be considered routine work.

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2. CITY may request CONSULTANT provide new plants, replacement of existing plants, or renovation of landscape areas, all of which shall be considered extra work, with the exception of plant replacement required as a result of the actions or negligence of CONSULTANT, which shall be completed by CONSULTANT at no cost to CITY within 10 working days after receiving such notice from CITY.
3. For work not included in this AGREEMENT, a proposal with a written description of the work (including location) shall be provided to CITY by CONSULTANT for review and consideration of approval prior to the commencement of said work. CITY retains the discretion to disapprove extra work at any time before commencement. For approved extra work, CONSULTANT shall provide CITY with written confirmation of completion thereof (including photographs when applicable) within five working days of completion and as a pre-requisite for receiving any compensation for the same approved extra work.
4. CONSULTANT shall provide a 12-month unconditional warranty for all extra work. The warranty shall cover both workmanship and materials.

EXHIBIT "E"
**WEED CONTROL PROVISIONS
AND INTEGRATED PEST MANAGEMENT POLICY**

For the purposes of this exhibit:

References to “pest” mean nuisance organisms; organisms that damage or interfere with desirable plants such as ornamental landscapes or wildlands; organisms that damage structures; organisms that impact human or animal health or life by transmitting disease; and, organisms that harm water quality or other parts of the ecosystem. Pests may include, but are not limited to, plants (weeds), vertebrates (birds, rodents, and other mammals), invertebrates (insects, ticks, mites, and snails), nematodes, and pathogens (bacteria, viruses, and fungi).

References to “pesticide” are inclusive of pesticides, herbicides, rodenticides, and fungicides.

References to “integrated pest management” mean CITY’s ecosystem-based strategy that focuses on a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties to prevent pest damage, whereby pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism.

Purpose

1. CONSULTANT’s work shall reflect integrated pest management principles.
2. CONSULTANT’s work shall minimize the use of pesticides and focus on the long-term prevention and suppression of pests with minimal impact on human health, animal health, the environment, and non-target organisms.

Prevention Measures

CONSULTANT shall take actions necessary to prevent the presence and proliferation of pests to the maximum extent practical including, but not limited to:

1. Maintaining and cleaning CONSULTANT’s equipment as necessary to prevent spread or transfer of pests from one area to another.
2. Regularly inspecting for pests and conditions that could potentially attract pests; and, taking immediate action as necessary to control and eliminate the same.
3. Removing sources of food or water for pests.
4. Removing shelters or areas that invite nesting for pests.
5. Adjusting irrigation and fertilizer as necessary for optimum plant health.

Weed Control

1. CONSULTANT shall manually or mechanically remove weeds completely, on a regular basis and more frequently during periods of increased growth (e.g., after rain or during seasonable weather).
2. CONSULTANT shall remove unwanted seeding plants and grasses including, but not limited to, Pennisetum species and Nassella (Stipa) tenuissima. CONSULTANT shall do so in a manner that minimizes the dispersal of seeds, which may require, but not be limited to, bagging and removing seed heads prior to disturbing plants and/or treating with herbicides, as well as spreading through roots, rhizomes, or stems.
3. CONSULTANT shall control broadleaf weeds as necessary to prevent the re-seeding of weeds into adjacent areas.
4. CONSULTANT shall not allow Cynodon dactylon (bermudagrass) or any other noxious weeds to become established.

Non-Chemical Control Measures

Prior to requesting CITY's authorization to use any chemical control measure, CONSULTANT shall consider and employ the following non-chemical control measures to the maximum extent practical. Non-chemical control measures are prioritized from first to last.

1. Cultural controls, which are modifications of maintenance activities that reduce pest establishment, reproduction, dispersal, or survival (e.g., adjusting the frequency and amount of irrigation, fertilizer, and mowing height).
2. Physical and mechanical controls, which can control pests directly, block pests, or make the environment unsuitable for pests (e.g., manually or mechanically removing weeds, mulching for weed control, and steam sterilizing soil for disease management).
3. Biological control practices, which use organisms referred to as "beneficials," "natural enemies," or "bio-controls" to reduce pest populations (e.g., ladybugs). Such organisms may include, but are not limited to, pathogens, parasites, predators, competitive species, and antagonistic organisms, which occur naturally or are purchased and released.

Chemical Control Measures

CONSULTANT shall only use chemical control measures when non-chemical control methods fail to provide adequate control of pests, subject to prior written authorization of CITY.

Pesticide Prioritization

Prior to requesting CITY's authorization to use any chemical control measure, CONSULTANT

ITEM 5.3

shall select its proposed pesticide(s) using the following prioritization, from first to last:

1. Pesticides that meet the criteria defined in the federal Department of Agriculture's National Organic Program Rule.
2. Federal Environmental Protection Agency (EPA) Level III "caution" label pesticides.
3. EPA Level II "warning" label pesticides, only when deemed necessary for the protection of public health, safety, or welfare or public property.
4. EPA Level I "danger" label pesticides, only when deemed necessary for the protection of public health, safety, or welfare or public property.

Pesticide Prohibitions

CONSULTANT shall not use the following pesticides at any time:

1. Glyphosate, or products containing glyphosate.
2. Neonicotinoids, or products containing neonicotinoids.
3. Second-generation anticoagulant rodenticides.

CONSULTANT SHALL NOT USE ANY PESTICIDE INSIDE OF, OR WITHIN 50 FEET OF, FENCES AND WALLS ENCLOSING "A PLACE FOR PAWS" DOG PARK OR ITS PARKING LOT. CONSULTANT ACKNOWLEDGES THAT ITS PEST MANAGEMENT WORK MAY BE ELEVATED IN THOSE AREAS DUE TO THIS PROVISION AND THAT SUCH WORK SHALL NEVERTHELESS BE CONSIDERED ROUTINE MAINTENANCE.

Pesticide Application

Licensure and Personnel Requirements

The following provisions also appear in Exhibit "A" (Scope of Services) and are included in this exhibit only for ease of reference:

1. CONSULTANT shall hold and maintain a valid State of California Department of Pesticide Regulation Pest Control Business License at all times during the term of this AGREEMENT. As an alternative, CONSULTANT may subcontract with a duly licensed firm for services for which applicable law or this AGREEMENT requires a Pest Control Business License.
 - a. All persons who apply pesticides (and, all persons when required by law) shall hold and maintain a valid State of California Department of Pesticide Regulation Qualified Applicator License (QAL) at all times while providing such services.

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2. At least one person working for CONSULTANT shall hold a valid State of California Department of Pesticide Regulation Agricultural Pest Control Adviser License at all times during the term of this AGREEMENT. As an alternative, CONSULTANT may subcontract with a duly licensed person for services for which applicable law or this AGREEMENT requires an Agricultural Pest Control Advisor License.

Prior Authorization Required

1. CONSULTANT shall submit the following written information to CITY when requesting CITY's authorization to use any chemical control measure:
 - a. A recommendation prepared, signed, and dated by a person holding a valid State of California Department of Pesticide Regulation Agricultural Pest Control Adviser License, including the following:
 - [1] The location of the application(s);
 - [2] The purpose of the application(s);
 - [3] The commercial name of the pesticide(s);
 - [4] The concentration(s) that the pesticide(s) would be applied at;
 - [5] The application rate(s) that the pesticide(s) would be applied at;
 - [6] The required re-entry interval(s) between the application of the pesticide(s) and the resumption of entry and use; and
 - [7] An explicit statement that the pesticide(s) do not contain glyphosate or neonicotinoids, and is not a second-generation anticoagulant rodenticide.
 - b. A copy of the material safety data sheet(s) for each pesticide proposed for use.
 - c. A copy of the specimen label(s) for each pesticide proposed for use.
 - d. A proposed schedule for each proposed pesticide use. For schedules proposed to occur with less than five working days' notice, CONSULTANT shall identify the time-sensitive conditions it believes warrants such limited notice.
 - e. The total cost for each proposed pesticide use, including labor and materials, consistent with the compensation schedule in Exhibit "B" (Compensation).
2. CITY shall authorize, authorize with conditions, or deny CONSULTANT's requests to use chemical control measures within five working days of receipt. CONSULTANT shall account for such review periods in the timing of its request submissions to CITY.

Application Practices

1. CONSULTANT shall perform its pesticide application work in a manner that is compliant with applicable federal, state, and local law and regulations including, but not limited to, CITY's National Pollutant Discharge Elimination System (NPDES) requirements.
2. CONSULTANT shall apply pesticides strictly according to the manufacturer's directions for use for each and in a manner that avoids contamination of non-target areas.

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3. CONSULTANT shall not apply pesticides within the root zone of any tree without prior written authorization from CITY.
4. CONSULTANT shall post signs at locations where pesticides are applied. Signs shall be posted in a visible location at least 48 hours prior to spraying applications (unless CITY has authorized emergency spraying to occur with less than 48 hours prior notice) and for 72 hours after spraying applications. Signs shall include CONSULTANT's contact information, the commercial name of the pesticide(s), and the application date(s). Signs shall be placed in plastic page protectors and securely attached to a four-foot-tall, flat top wooden stake. Signs shall be readable from a sufficient distance to prevent unintentional entry into the location.
5. In addition to placing signs, CONSULTANT shall take precautionary measures necessary to keep the general public from entering locations where pesticides are applied (e.g., erecting temporary fences along the perimeter of locations where broadcast pesticides are applied).

Pesticide Records and Reporting

1. CONSULTANT shall prepare, maintain, and submit all records and reports to appropriate agencies as required by applicable federal, state, and local laws and regulations including, but not limited to, requirements established by the California Department of Pesticide Regulation and the Orange County Agricultural Commissioner.
2. CONSULTANT shall submit monthly pesticide application reports to CITY identifying:
 - [1] The date(s) of each application;
 - [2] The location of each application;
 - [3] The commercial name of the pesticide(s) used for each application;
 - [4] The actual amount (in pounds) of each pesticide used for each application*;
 - [5] The total area (in acres) to which each pesticide was used for each application;
 - [6] The written recommendation submitted to CITY prior to each application; and
 - [7] Such supporting documentation as CITY may require.

* (not the pre-dilution quantity)

CONSULTANT shall submit the monthly pesticide application reports no later than the 30th calendar day following the end of each month for the month prior and as a prerequisite for receiving any compensation for routine services for the same month prior. If no pesticides were used, CONSULTANT shall submit a signed statement to that effect.

Emergencies

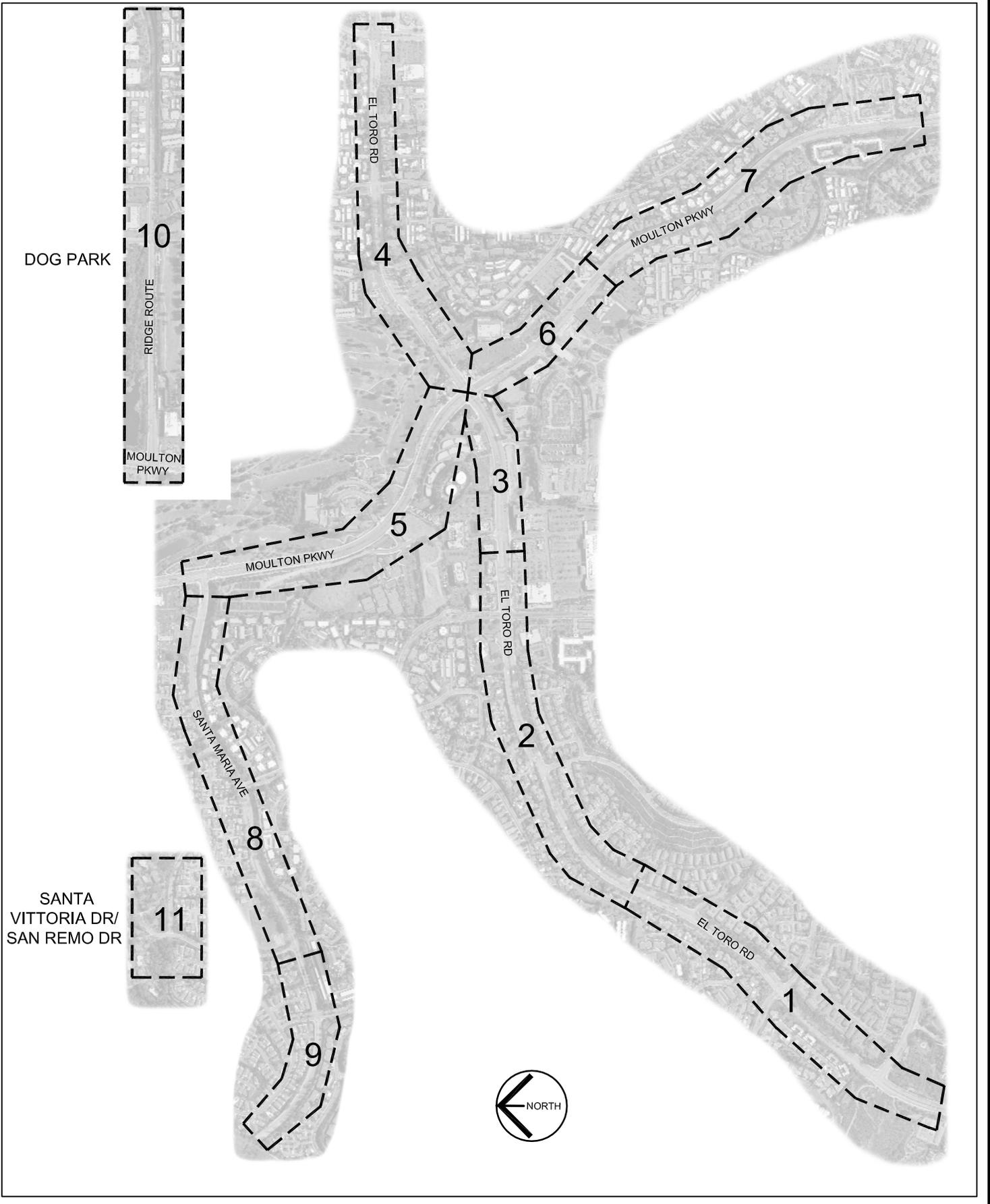
CITY, at its discretion, may waive any provision of this exhibit, when deemed necessary for the immediate protection of public health, safety, or welfare or public property, or to provide for the time-sensitive maintenance of any tree or landscape area.

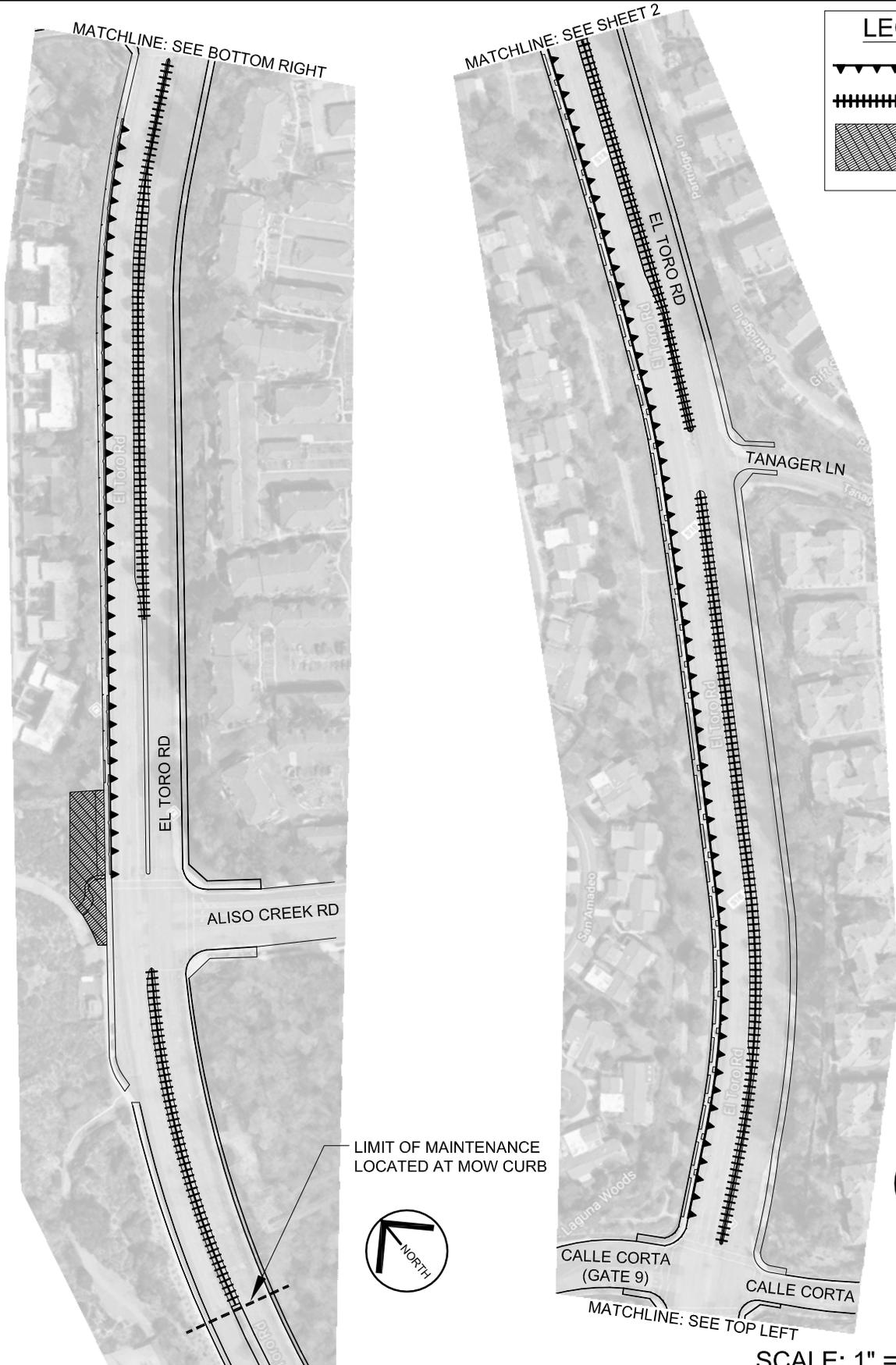
EXHIBIT "F"

CITY-MAINTAINED LANDSCAPE AREAS

THE MAPS INCLUDED IN THIS EXHIBIT ARE INTENDED TO PROVIDE A VISUAL DISPLAY OF GENERAL INFORMATION DATA FOR CONVENIENCE. WHILE EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA, CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE MAPS. CONSULTANT SHALL PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR ALL CITY-OWNED OR MAINTAINED PROPERTIES, REGARDLESS OF WHETHER EACH AREA IS SPECIFICALLY OR ACCURATELY IDENTIFIED ON THE MAPS.

12 MAP SHEETS FOLLOW THIS COVER PAGE.





LEGEND:

- PARKWAY
- MEDIAN
- WOODS END WILDERNESS PRESERVE

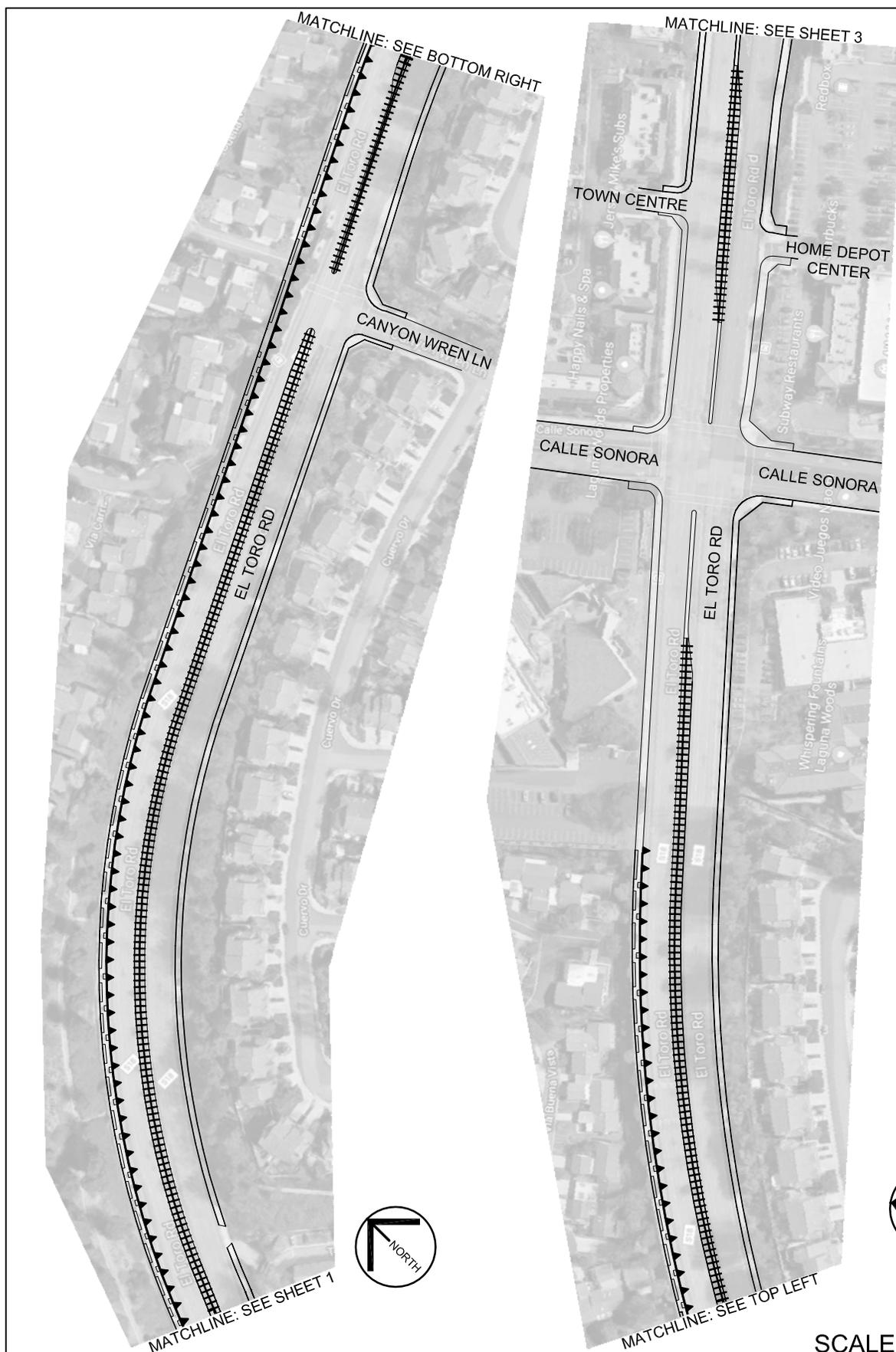
LIMIT OF MAINTENANCE LOCATED AT MOW CURB



SHEET NO. 1

SCALE: 1" = 200'-0"

DATE: 11/1/18



LEGEND:

-  PARKWAY
-  MEDIAN

SHEET NO.
2

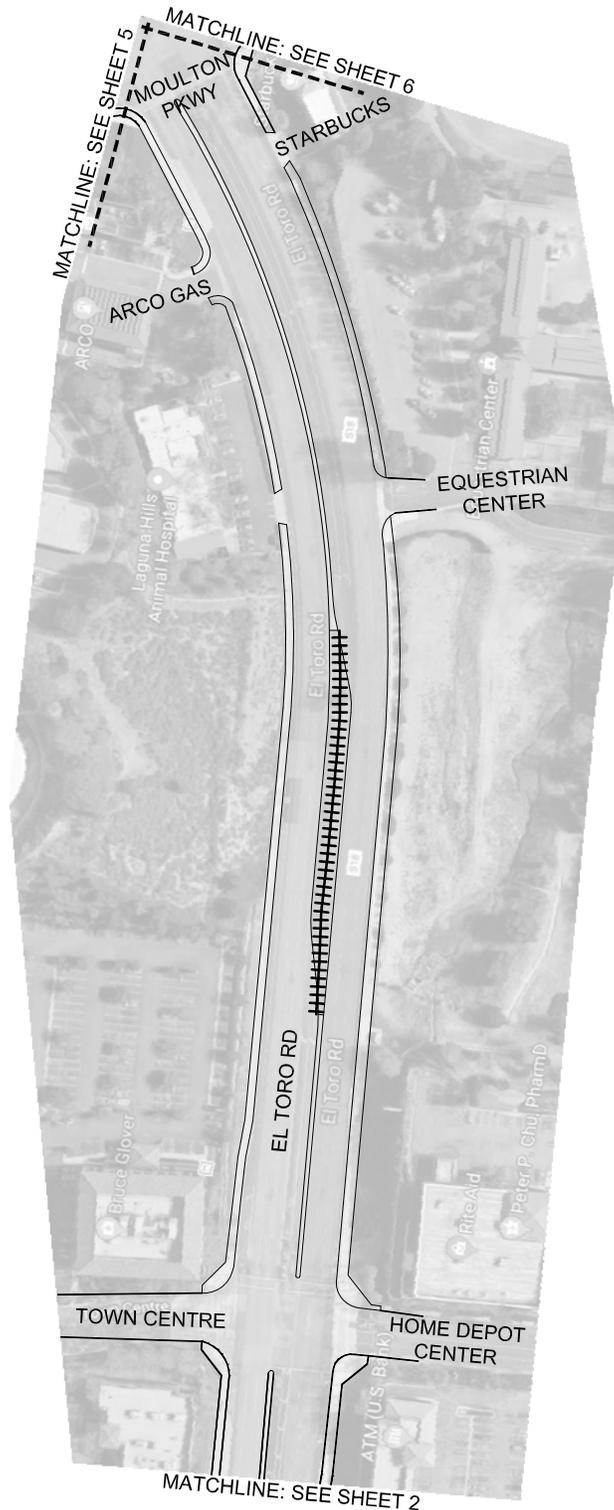
SCALE: 1" = 200'-0"

DATE: 11/1/18



LEGEND:

- PARKWAY
- MEDIAN

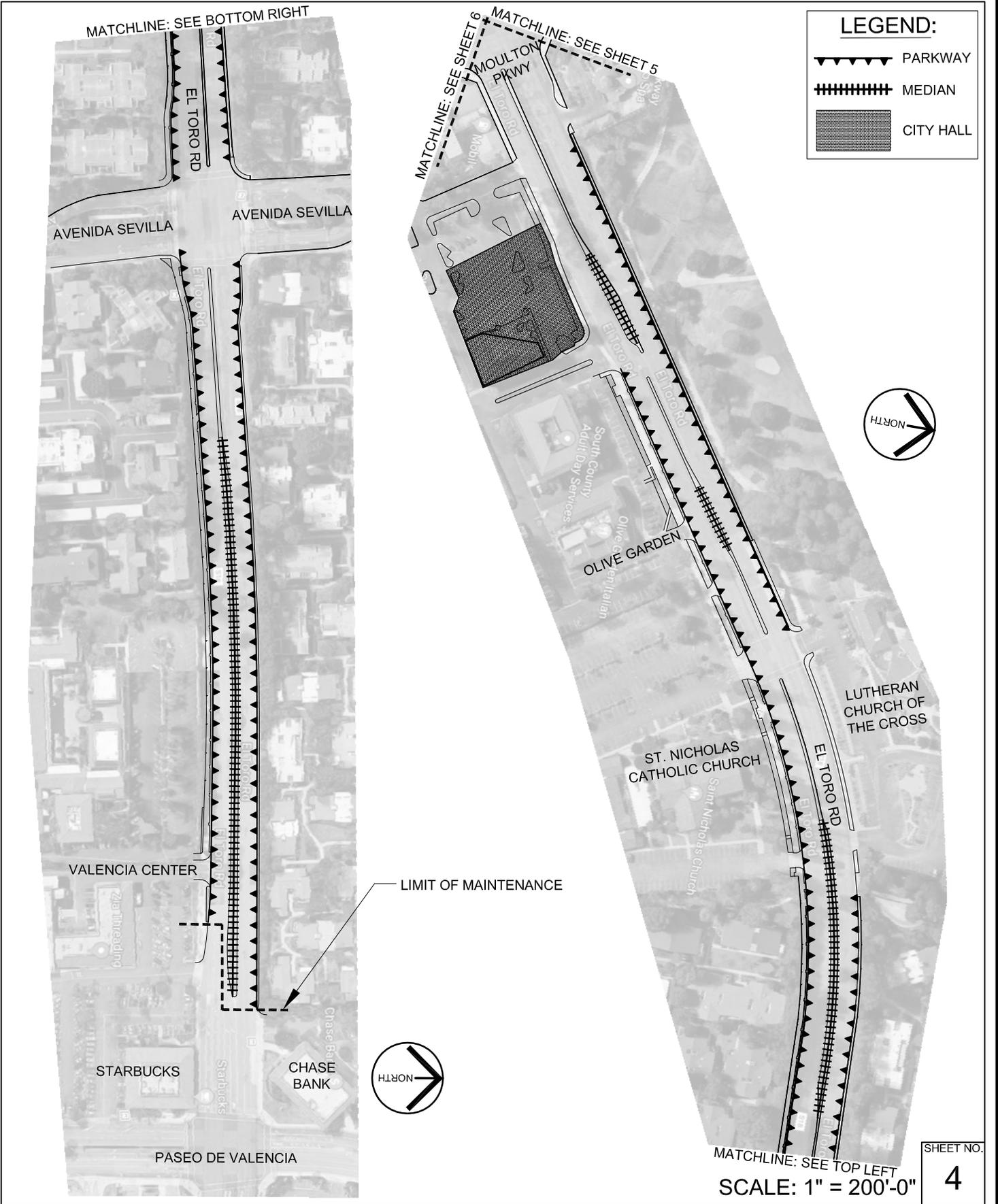


SCALE: 1" = 200'-0"

SHEET NO.
3

CITY OF LAGUNA WOODS

CITY-MAINTAINED LANDSCAPE AREAS: EL TORO ROAD



LIMIT OF MAINTENANCE

MATCHLINE: SEE BOTTOM RIGHT

MATCHLINE: SEE SHEET 6

MATCHLINE: SEE SHEET 5

MATCHLINE: SEE TOP LEFT

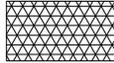
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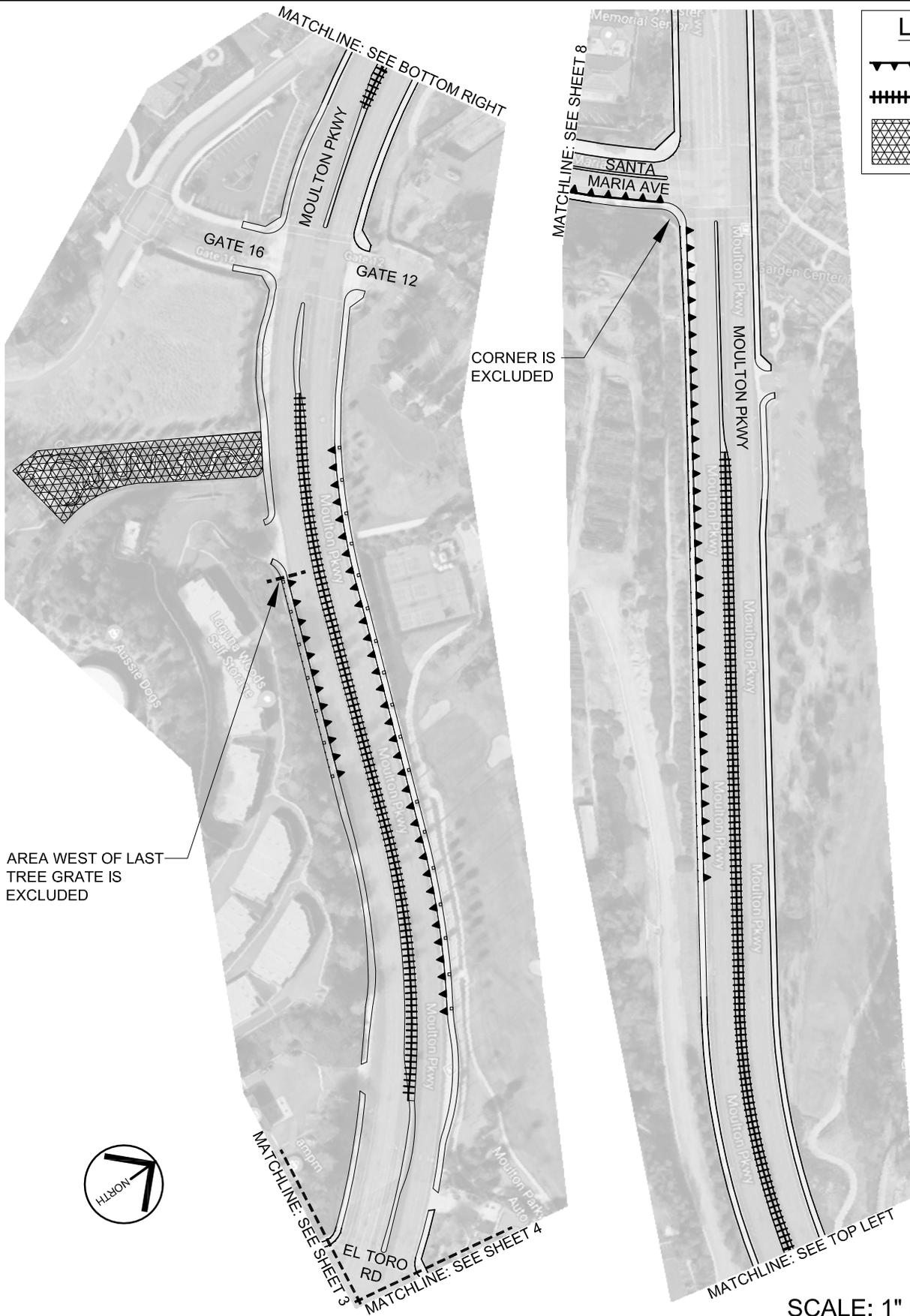
4

DATE: 11/1/18



LEGEND:

-  PARKWAY
-  MEDIAN
-  CITY CENTRE PARK



SCALE: 1" = 200'-0"

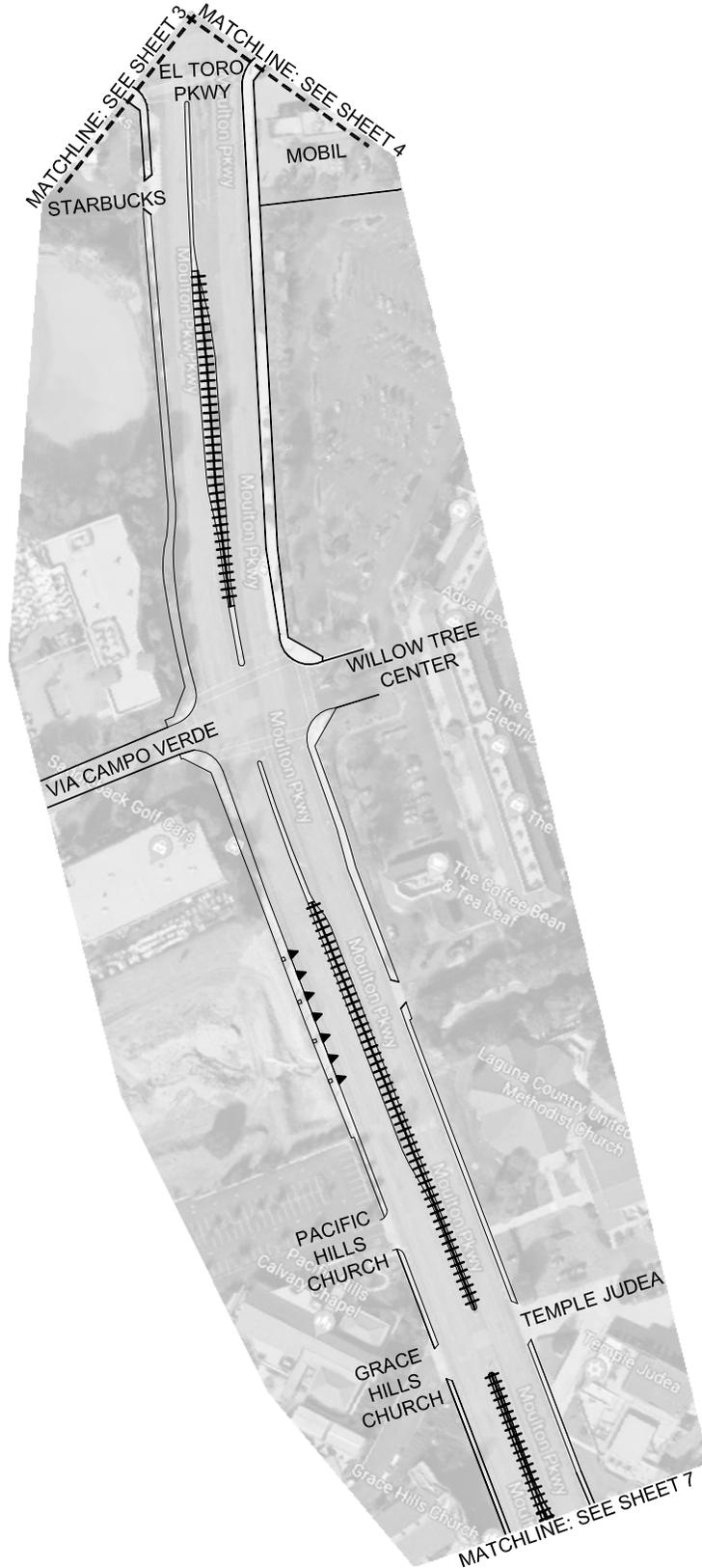
SHEET NO. 5

DATE: 11/1/18



LEGEND:

- PARKWAY
- MEDIAN



SHEET NO.

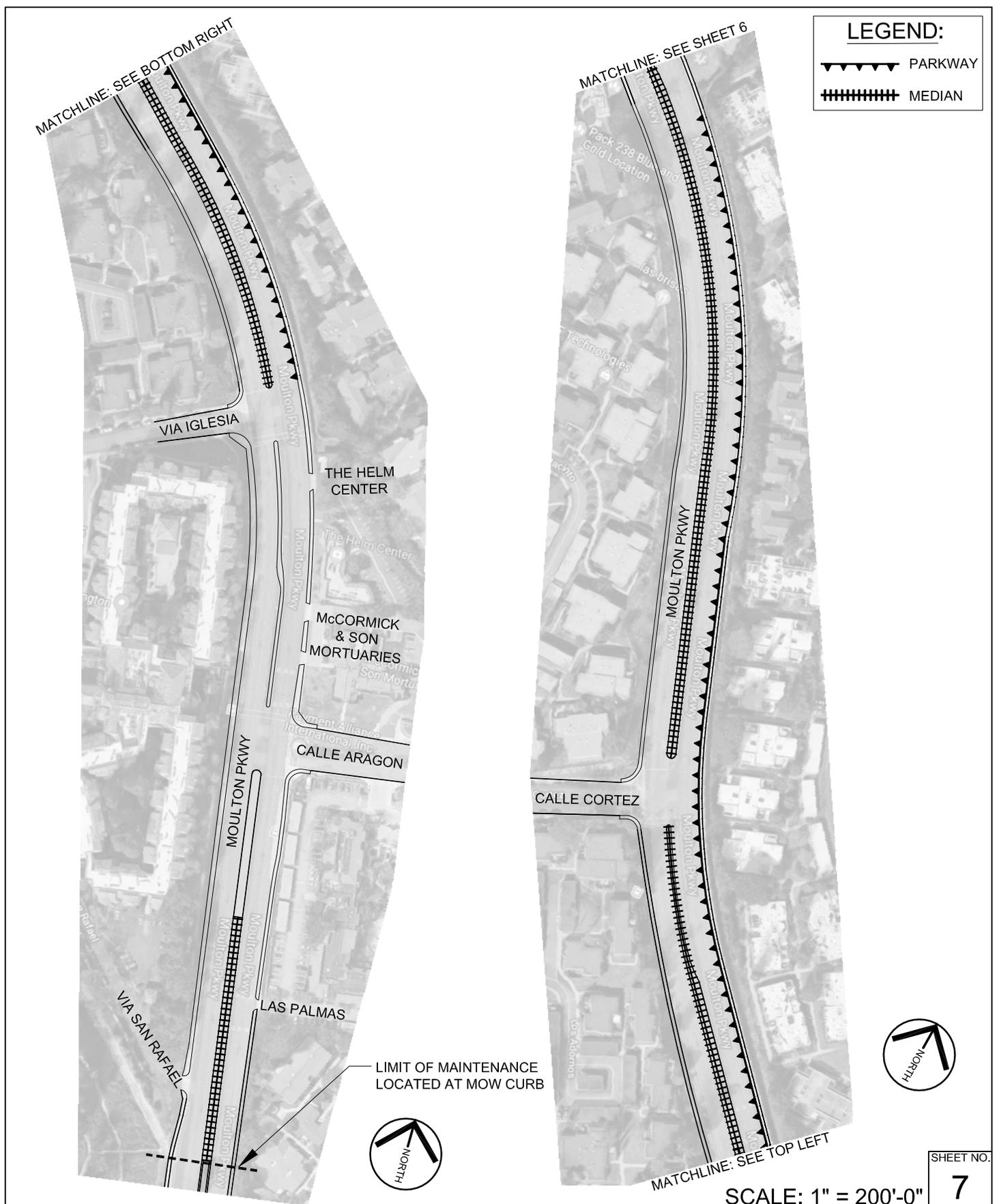
6

SCALE: 1" = 200'-0"



LEGEND:

- PARKWAY
- MEDIAN

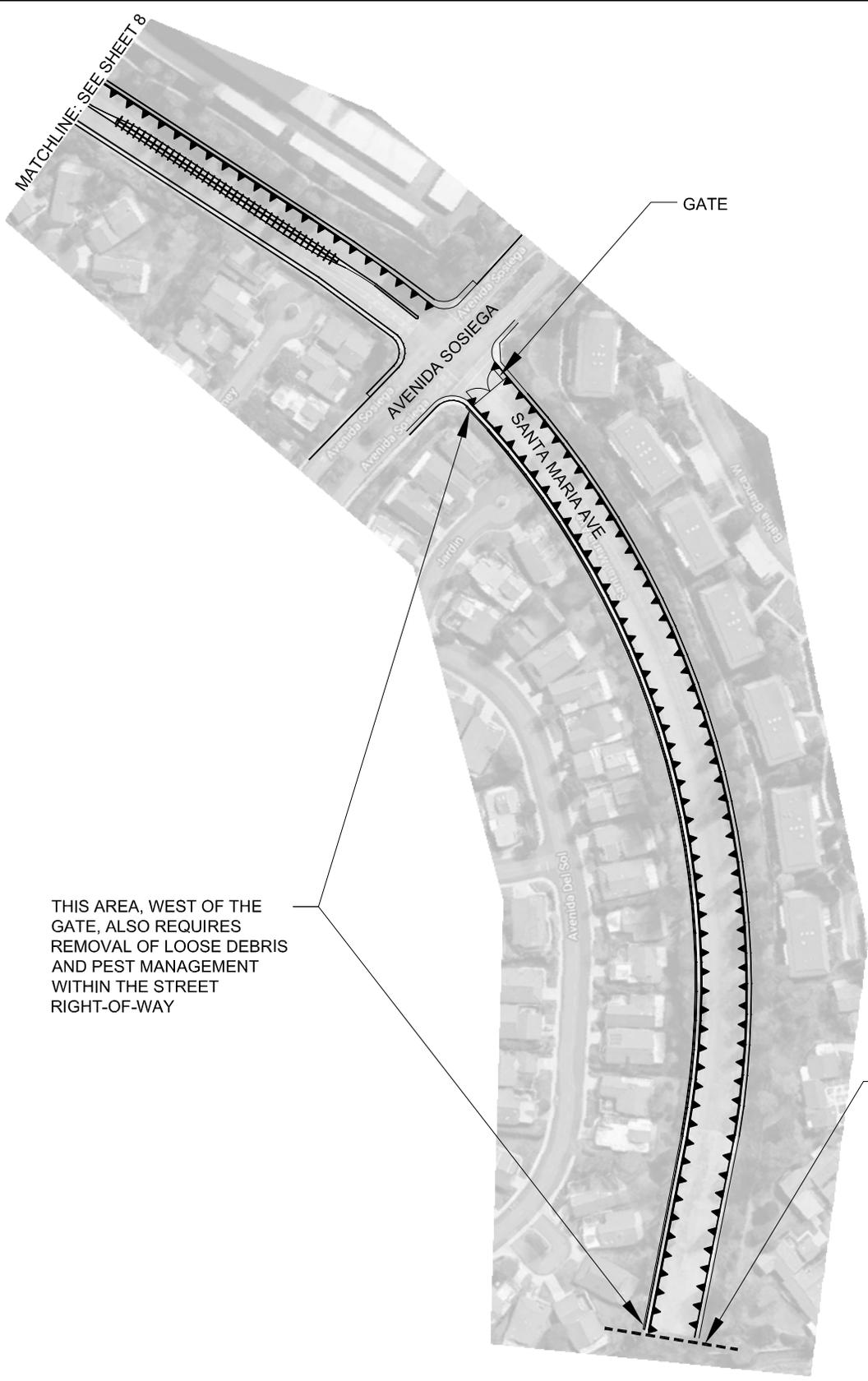


SCALE: 1" = 200'-0"



LEGEND:

- PARKWAY
- MEDIAN



THIS AREA, WEST OF THE GATE, ALSO REQUIRES REMOVAL OF LOOSE DEBRIS AND PEST MANAGEMENT WITHIN THE STREET RIGHT-OF-WAY

LIMIT OF MAINTENANCE



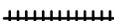
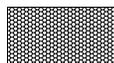
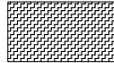
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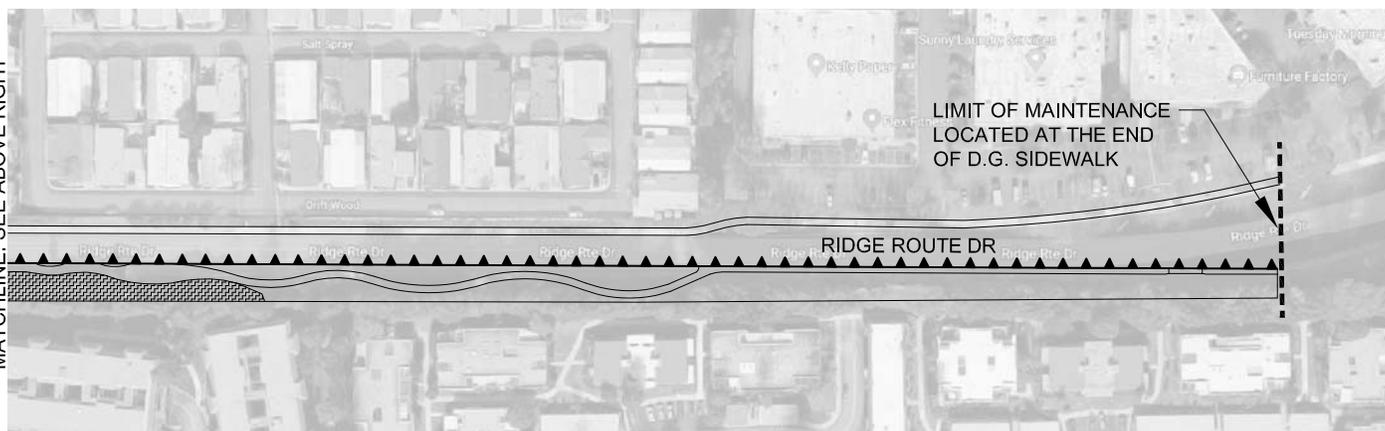
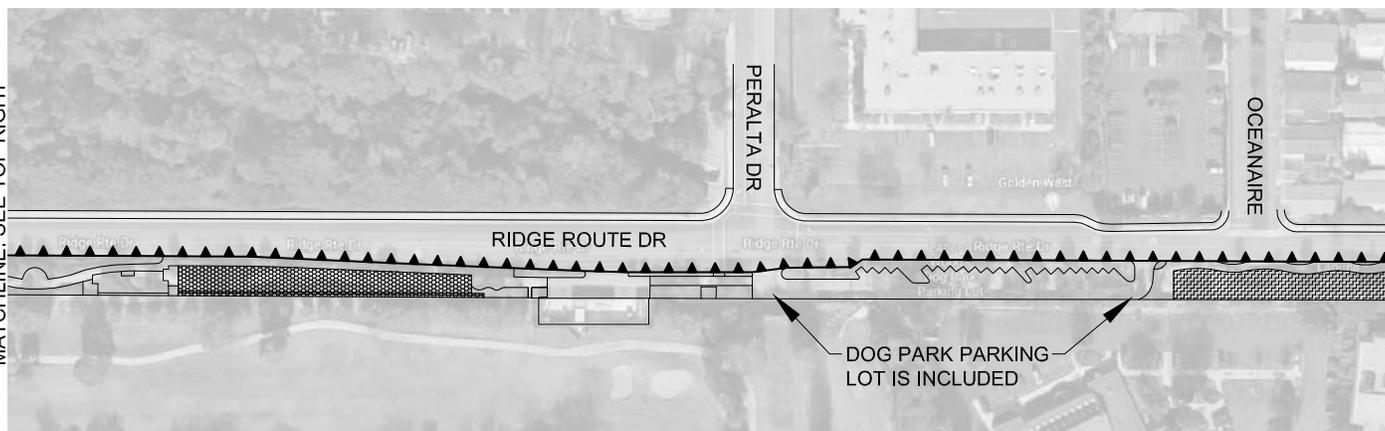
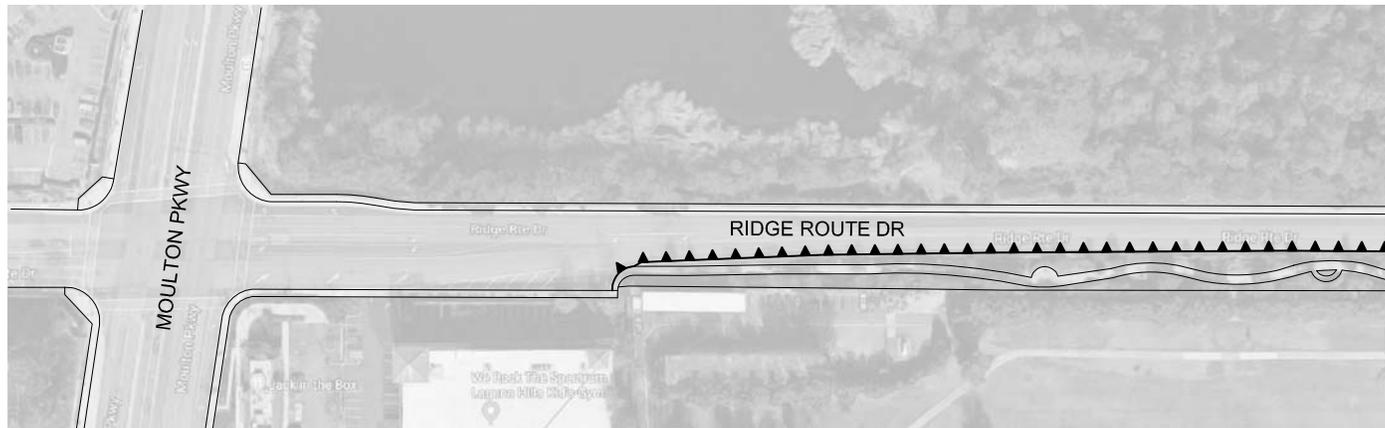
SHEET NO.
9

DATE: 11/1/18



LEGEND:

-  PARKWAY
-  MEDIAN
-  DOG PARK (NEW AREA)
-  DOG PARK (EXISTING AREA)



SCALE: 1" = 200'-0"

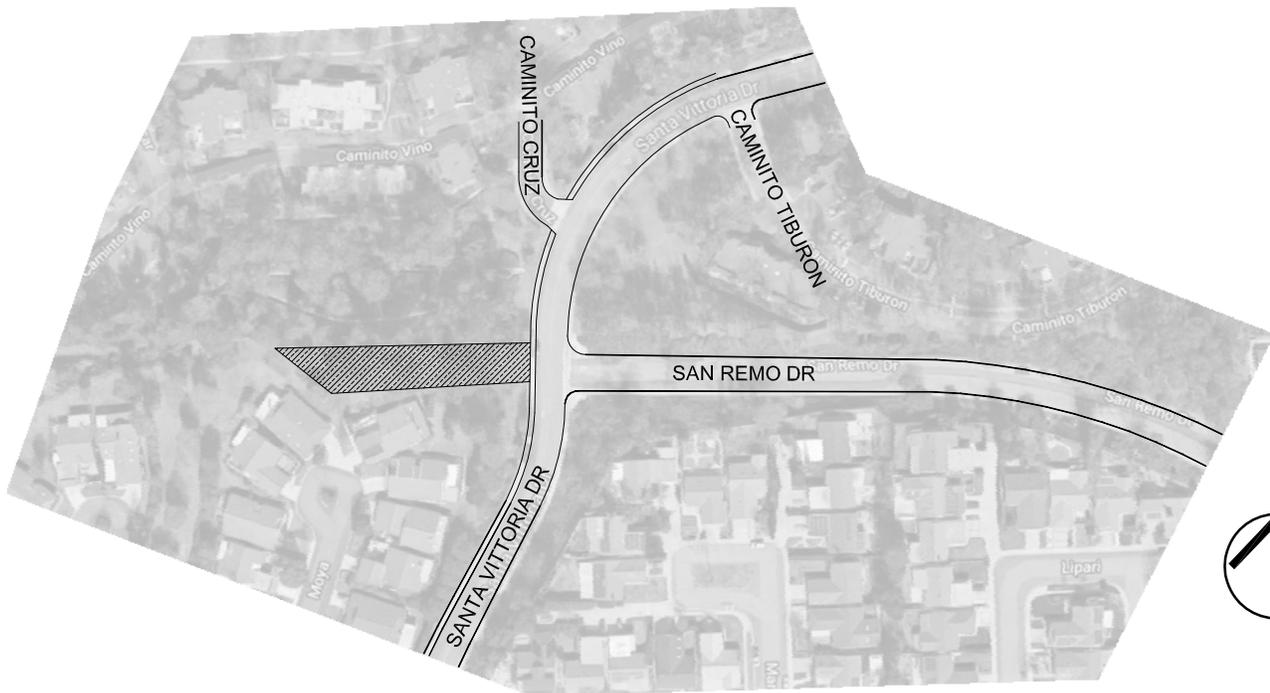
SHEET NO. 10

DATE: 11/1/18



LEGEND:

-  PARKWAY
-  MEDIAN
-  SANTA VITTORIA/
SAN REMO PARCEL



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5.4

**AMERICANS WITH DISABILITIES ACT (ADA)
PEDESTRIAN ACCESSIBILITY IMPROVEMENT
PROJECT: PHASE 1 (MOULTON PARKWAY)
(NO REPORT)**

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5.5

**PAVEMENT MANAGEMENT PLAN PROJECT
(EASTBOUND EL TORO ROAD BETWEEN
AVENIDA SEVILLA AND CHURCH
INTERSECTION) AND VARIOUS MEDIAN AND
SIDEWALK RECONSTRUCTION, AND DOG
PARK PARKING LOT WORK
(NO REPORT)**

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