



# **AGENDA of THE LAGUNA WOODS CITY COUNCIL**

**Adjourned Regular Meeting  
June 29, 2011  
2:00 P.M.**

**Council Chambers  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, CA 92637**

AGENDA DESCRIPTION: The Agenda descriptions are intended to give notice, to members of the public, of a general summary of items of business to be transacted or discussed. The listed Recommended Action represents staff or a particular Committee's recommendation. The City Council may take any action, which it deems to be appropriate on the agenda item and is not limited in any way by the recommended action. Any person wishing to address the City Council on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. Whenever possible, lengthy testimony should be presented to the City Council in writing (8 copies) and only pertinent points presented orally. Requests to speak to items on the agenda shall be heard at the appropriate point on the agenda; requests to speak about subjects not on the agenda will be heard during the Public Comment section of the meeting.

## **I. CALL TO ORDER**

## **II. FLAG SALUTE**

## **III. ROLL CALL**

COUNCILMEMBERS: \_\_\_ Rhodes \_\_\_ Ring \_\_\_ Robbins  
\_\_\_ Conners, Mayor Pro Tem \_\_\_ Hack, Mayor

#### **IV. CONSENT CALENDAR**

- 4.1 Approve the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

4.2 Fiscal Year 2011-12 All Funds Budget

Approve six resolutions implementing the City's Fiscal Year 2011-12 budget, entitled:

- A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012
- B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 09-04 AND ESTABLISHING A COMPENSATION SCHEDULE FOR CITY EMPLOYEES
- C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM IN CONFORMANCE WITH MEASURE M REQUIREMENTS
- D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS OF THE CIRCULATION ELEMENT OF THE CITY OF LAGUNA WOODS
- E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A GENERAL GOVERNMENTAL OVERHEAD RATE OF 42%

F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

4.3 Supplemental Law Enforcement Services Fund (SLESF)

RECOMMENDED ACTION: Allocate any and all Supplemental Law Enforcement Services Funds received from the State of California in FY 2011-12 for salary, benefits, supervision and related equipment and training for one-half of the cost for the Orange County Sheriff's Department deputy assigned to traffic enforcement in Laguna Woods.

4.4 Local Law Enforcement Services

RECOMMENDED ACTION: Approve an agreement with the County of Orange for Fiscal Year 2011-12 law enforcement services in the City of Laguna Woods, and authorize the Mayor to execute the agreement subject to approval as to form by the City Attorney.

4.5 Taxi Voucher Program

RECOMMENDED ACTION: Approve an agreement with Cabco Yellow, Inc. (dba California Yellow Cab) for subsidized taxi voucher service, and authorize the City Manager to execute the agreement and option extensions, subject to approval as to form by the City Attorney.

4.6 Water Quality Consulting Services

RECOMMENDED ACTION: Approve an agreement with Charles Abbott and Associates for water quality planning and inspection service, and authorize the City Manager to execute the agreement and option extensions, subject to approval as to form by the City Attorney.

4.7 Streetlight Maintenance

RECOMMENDED ACTION: Approve an agreement with Peak Lighting and Electric, Inc. for street light maintenance service and public facility

electric services, and authorize the City Manager to execute the agreement and option extensions, subject to approval as to form by the City Attorney.

## **V. CITY MANAGER**

### **5.1 Red Light Cameras**

**RECOMMENDED ACTION:** Approve an amendment to the contract with Redflex Traffic Systems, Inc. to extend the term for six months to December 31, 2011 and lower the monthly payment for services to \$4,000 per approach per month; and authorize the City Manager to execute the contract amendment, subject to approval as to form by the City Attorney

## **VI. PUBLIC COMMENTS**

## **VII. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS**

## **VIII. CLOSED SESSION**

8.1 The City Council will meet in closed session to confer with legal counsel regarding one matter of pending litigation: City of Laguna Woods vs. Raintree Realty LLC. Case No. 05 CC 09350 pursuant to the provisions of Government Code Section 54956.9(a).

8.2 The City Council will meet in closed session to confer with legal counsel regarding one matter of pending litigation: Rosalind Chasman and Elva Brinegar vs. City of Laguna Woods, et al., Case No. 30-2011-00449800-CU-WM-CXC pursuant to the provisions of Government Code Section 54956.9(a)

## **IX. ADJOURNMENT**

The meeting will be adjourned to a meeting of the City Council at 2:00 p.m. on Wednesday, July 20, 2011 held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 if you do not have a TDD. Notification 48 hours prior to the meeting should enable the City to make reasonable arrangements to assure accessibility to the meeting.
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AGENDA: The City Council agenda and agenda back-up materials are available from the Office of the City Clerk, after 4:30 p.m., on the Friday prior to the City Council meeting. The office of the City Clerk is located at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Copies of the agenda are provided at no cost. Agenda back-up materials are available at City Hall for inspection and copies are available at no charge prior to the meeting. A per page copy cost does apply after the meeting. If you wish to be added to the e-mail or regular mail list to receive a copy of the agenda, a request must be made to the City Clerk in writing. Copies of the agenda are mailed only if stamped, self-addressed envelopes are provided. The City of Laguna Woods mailing address is 24264 El Toro Road, Laguna Woods, CA 92637. Phone: (949) 639-0500, FAX (949) 639-0591.

**CONSENT CALENDAR SUMMARY**

**4.1-4.7**

## City of Laguna Woods Agenda Report

**FOR:** June 29, 2011 City Council Meeting  
**TO:** Honorable Mayor and Councilmembers  
**FROM:** Leslie A. Keane, City Manager   
**Agenda Item:** Consent Calendar

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### Recommendation

Approve all proposed actions on the June 29, 2011 Consent Calendar by single motion and Council action.

### Discussion

In general, the Consent Calendar contains routine matters or matters that have already been discussed by Council. It is adopted in total with a single motion and Council action. However, if any councilmember or member of the public has questions or wishes to discuss an item further, it may be removed from the Consent Calendar and placed later in the agenda for discussion and action. The way to remove an item from the Consent Calendar is to request its removal, by agenda item number, immediately prior to the adoption of the Consent Calendar. Members of the public may fill out a request to speak on the item they wish removed and the City Clerk will note the item. No reason need be given with the request. Items pulled from the Consent Calendar are not discussed at the time they are pulled; they are scheduled for discussion immediately after action on the balance of the Consent Calendar.

The June 29<sup>th</sup> Consent Calendar contains the following seven items:

- 4.1 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not approved, all ordinances and resolutions must be read out loud in their entirety during the Council Meeting.

4.2 Approval of six resolutions implementing the Fiscal Year 2011-12 all funds budget. The City Council discussed budget proposals at three public meetings and on June 15, 2011, gave consensus approval to the city manager’s proposed Fiscal Year 2011-12 budget. Staff was directed to prepare the appropriate actions for budget implementation.

The city manager’s proposed budget totals \$9.6 million; this figure includes the FY 2011-12 budget and the balance of the capital improvement program carried forward from prior years. The following specific Fund budgets are proposed:

General Fund	\$5,861,889
Transportation Fund	\$ 682,214
Special Fund	\$ 894,317
Self Insurance Fund	\$ 131,572
Capital Improvement Program carryover*	\$2,062,529

\* This amount is the estimated program balance on July 1, 2011

The budget contains the following nine full-time staff positions:

- City Manager
- Assistant City Manager
- Public Safety Director\*
- Administrative Coordinator
- Deputy City Clerk
- Code Enforcement Officer
- Building Official
- Community Services Manager
- Finance Manager

\* Reclassification of the Special Projects Manager

With the exception of the Public Safety Director, there are no changes to salary ranges or benefits. Staff is currently evaluating the manner in which the City provides building inspection services. It may be more cost effective to hire a part time inspector and contract for overflow work; however, that proposal will come back for separate discussion in August or September.

In addition to establishing the approved appropriations (#A), the proposed resolutions modify the existing employee compensation and benefits

resolution to add the Public Safety Director position (#B); approve the seven year capital improvement program (#C); verify conformance of the City's Circulation Element with Measure M requirements (#D); approve the City's Fiscal Year 2011-12 overhead rate, which is proposed to decrease from 46% to 42% (#E), and establish the City's annual appropriations limit (#F).

Article XIII of the California State Constitution requires local governments to establish an annual appropriations limit. The base limit was established by Laguna Woods' voters in 2002. This limit is modified each year by the change in County or State population and the change in personal income or non-residential assessed valuation. Cities are not able to retain any proceeds of taxes that exceed their approved limit. The City's appropriations limit does not result in any changes to taxes or fees paid by residents or businesses; it simply allows the City the ability to retain funds it anticipates receiving during the fiscal year if they total less than the limit. The Fiscal Year 2011-12 limit totals \$7,655,012; specific calculation data is available in the Finance Manager's office. The City only anticipates actually receiving \$3,132,851 in Fiscal Year 2011-12 revenues that are subject to the appropriations limit.

The proposed Fiscal Year 2011-12 budget is balanced and in conformance with all City budget policies.

- 4.3. Allocation of the City's Fiscal Year 2011-12 Supplemental Law Enforcement Services Fund (SLESF) funding for salary, benefits, supervision and equipment for the City's traffic deputy. This program requires the Council to take specific action designating these funds. Although the Fiscal Year 2011-12 budget does not anticipate receipt of SLESF funding, the formal allocation is required in case funding should become available during the fiscal year.
- 4.4. Approval of the Fiscal Year 2011-12 law enforcement services contract with the Orange County Sheriff's Department in the amount of \$1,323,851. This represents a .68% decrease in the current year contract amount. The proposed agreement includes continuation of existing service levels, including two patrol shifts per day, seven days a week as well as afterhours coverage shared with surrounding cities. Staffing assigned to Laguna Woods includes one traffic deputy, three patrol deputies and one investigator with related supervision and expenses.

- 4.5 Approval of a one year agreement with Cabco Yellow, Inc. (DBA California Yellow Cab) for subsidized taxi voucher services. The City issued a request for proposal (RFP) for taxi voucher services on April 1, 2011 and held a pre-proposal conference on April 12, 2011 for prospective proposers. The only proposal received was submitted by California Yellow Cab. The proposed agreement includes no increase in the mileage rate for general taxi and non-emergency medical transportation service or flat rate airport service. The cost to the City for service to the Irvine Transportation Center/Irvine Spectrum would increase from \$16 to \$18. At a prior meeting, the City Council increased the participant fee for airport service to \$30 each way, but agreed to maintain all other fees at current rates.
- 4.6 Approval of a one year agreement, with two one-year options for renewal, with Charles Abbott Associates, Inc. for water quality planning and inspection consultant services. The City issued a request for proposal (RFP) on May 25, 2011; proposals were received from Charles Abbott Associates and RBF Consulting. The overall pricing of the two firms is similar; however, RBF is currently providing services for the Golden Rain Foundation (Laguna Woods Village) and staff is concerned that there may be apparent conflicts of interest in some situations. Charles Abbott has provided water quality services for the City for the last nine months and has demonstrated the ability to continue to provide acceptable service. Council approval would permit the city manager to exercise the options if satisfactory service is provided.
- 4.7. Approval of a two year agreement, with three one-year options for renewal, with Peak Lighting and Electric, Inc. for scheduled maintenance of City-owned streetlights. The City issued a request for Quotation (RFQ) in April for maintenance of 228 city-owned streetlights in the gated community of Laguna Woods Village; three bids were submitted:

D&E Electric Contractors Inc. (current contractor)	\$10,944
Fluoresco Lighting and Signs	9,357
Peak Lighting and Electric, Inc.	8,454

The low bidder, Peak, is proposing a proactive maintenance schedule designed to minimize the volume and duration of street outages. The company has experience providing similar services for large residential communities in Orange County and is well recommended. In addition, to annual streetlight maintenance, the City will utilize Peak for maintenance of

ITEMS 4.1 – 4.7

City Hall lighting on an as needed basis. Council approval would permit the city manager to exercise the options if satisfactory service is provided.

If you have questions about any of the above items, feel free to call me prior to the meeting so that I may provide additional information.

**4.1**  
**WAIVE READING OF ORDINANCES AND**  
**RESOLUTIONS**  
**(No Report)**

**4.2**

**FISCAL YEAR 2011-12 ALL FUNDS BUDGET**

**RESOLUTION NO. 11-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012

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

SECTION 1. The budget of the City of Laguna Woods for the fiscal year commencing July 1, 2011 and ending June 30, 2012 as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved and adopted as the budget of the City of Laguna Woods for Fiscal Year 2011-12.

SECTION 2. From the effective date of said budget, the total amount as stated therein for each departmental activity account in the operating budget shall be, and is, appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager providing there is no change in the total appropriations within any fund as authorized by the City Council.

SECTION 3. At the close of the fiscal year, unexpended appropriations in the operating budget will be encumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for capital projects as approved by the City Council will be carried forward to the next succeeding budget upon approval of the City Manager.

SECTION 4. Total appropriations within Funds will be increased only by amendment of the budget by motion of the City Council.

SECTION 5. The City Manager may decrease revenue estimates to reflect economic change during the fiscal year and may reduce expenditure appropriations within funds as a method of fiscal control.

SECTION 6. The following budget appropriations for Fiscal Year 2011-12 are hereby authorized:

ITEM 4.2A

GENERAL FUND		\$5,861,889
City Council	\$ 37,975	
Administrative Services	\$1,169,181	
Community Development	\$494,800	
Community Services	\$157,550	
Public Safety	\$1,681,510	
Public Works	\$373,964	
Non-Departmental	\$1,946,909	
TRANSPORTATION FUND		\$682,214
SPECIAL FUNDS		\$894,317
SELF INSURANCE FUND		\$131,572

SECTION 7. The following full time staff positions are hereby authorized as a part of the Fiscal Year 2011-12 budget:

- 1.00 Administrative Coordinator
- 1.00 Assistant City Manager
- 1.00 Building Official
- 1.00 City Manager
- 1.00 Code Enforcement Officer
- 1.00 Community Services Manager
- 1.00 Deputy City Clerk
- 1.00 Finance Manager
- 1.00 Public Safety Director

SECTION 8. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of June, 2011.

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BERT HACK, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 11-\_\_** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the \_\_\_\_ day of June 2011, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS: None  
ABSENT:        COUNCIL MEMBERS: None

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

**RESOLUTION NO. 11-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 09-04 AND ESTABLISHING A COMPENSATION SCHEDULE FOR CITY EMPLOYEES

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

SECTION 1. Effective July 1, 2011, a salary schedule for City employees is established as follows

Full Time Employees (Annual Salary Equivalent)

Administrative Coordinator	43,680 – 60,944
Assistant City Manager <sup>1 2</sup>	91,572 – 128,232
Building Official <sup>1</sup>	57,226 – 80,132
City Manager <sup>1 2</sup>	158,574
Code Enforcement Officer	43,680 – 60,944
Community Services Manager <sup>1</sup>	57,226 – 80,132
Deputy City Clerk	43,680 – 60,944
Finance Manager <sup>1 2</sup>	57,226 – 80,132
Public Safety Director <sup>1</sup>	74,412 – 104,182

1 denotes an exempt position  
 2 denotes a confidential position

Part-Time Employees (Hourly Rate)

Administrative Intern	\$ 12.00 - \$17.00/hour
Clerical Assistant	\$ 12.00 - \$17.00/hour

The City Manager is authorized to hire, promote and compensate employees within appropriate salary ranges, consistent with the approved budget.

SECTION 2. All employees who work 20 (twenty) or more hours per week on a regularly assigned basis shall be considered “full-time employees”. Full time employees shall receive the following benefits prorated to the percentage of time they work:

- A. Retirement: All City employees shall participate in the Social Security system. In addition, the City shall contract with the California Public Employees Retirement System (CalPERS) for retirement benefits for all full time employees. The City shall pay both the employer and employee contribution for CalPERS retirement.
- B. Disability Insurance: The City shall contract for the provision of a long term disability (LTD) insurance program at no cost to employees. Program shall provide full time employees 60% of applicable salary amounts.
- C. Health Insurance: All employees must be covered by basic health insurance. The City shall contract for health insurance through the California Public Employees Retirement System (CalPERS). The City shall contribute \$80.80 per month for each active full time employee enrolled in the CalPERS health program and \$10.12 per month for each retired employee enrolled in the CalPERS health program, as adjusted annually by CalPERS. Employees who do not wish to enroll in the CalPERS program must provide proof of alternate health insurance.
- D. Employee Assistance Program: The City shall contract for an employee assistance program; membership in this program shall be mandatory for all full time employees. The City shall contribute \$2.47 per month, as adjusted annually by the program provider, for each active full time employee enrolled in the employee assistance program.

- E. Cafeteria Benefit Plan: The City shall provide each full time employees with a flexible benefit allowance that may be used for the following City authorized programs: health insurance (City offered programs or reimbursement for a non-City plan on which employee is carried as a spouse), dental insurance, vision care insurance, employee assistance or mental health plan, contribution to a defined deferred compensation plan, child care reimbursement, life insurance, long and short term disability insurance, long term care insurance, health club membership, health equipment and devices, educational reimbursement for professional development, professional memberships not included in the City budget, additional annual leave (at current hourly rate, up to 5 days per year<sup>3</sup>), purchase of personal computer or digital equipment and accessories (laptops, PDAs, text messengers, digital cameras, etc.) and cellular or regular telephones that will be used for City as well as personal business, and such other programs as the City Council may from time to time authorize.

The above programs may not all be available at any one time, and it may be that some programs are not available to all classes of employees. Employees shall be required to use their entire allowance on available programs on an annual basis; no cash reimbursement shall be provided. The allowance amount is established as \$1,000 per month for salaried employees and hourly employees working forty hours per week. Full time employees working less than forty hours shall receive a prorated portion of the cafeteria benefit allowance. These amounts shall be less the amount required to meet the City's mandatory health insurance and employee assistance contributions, as noted in Sections C and D above.

- F. Leave with pay: City employees shall accrue twenty days per year of annual leave, which may be used for doctors' appointments, personal and family sick time, bereavement leave, vacation and personal business. Employee's may maintain a balance of no more than 480 hours of annual leave, and shall be compensated for excess annual leave at the end of each calendar year. Upon termination from the City, employee shall be compensated for the entire balance in their annual leave account.

- G. Holidays: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day,

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<sup>3</sup> Annual leave may only be purchased if it will be used in the calendar year purchased, and if it will not result in an annual leave accrual above an employee's cap.

Thanksgiving and Friday after Thanksgiving, December Holiday (December 24 through January 1). When a designated holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

SECTION 3. In accordance with her employment agreement, the City shall deposit the sum of \$9,730 per year into a 401 (a) program on behalf of the City Manager. Said funds shall be deposited during the year on a pay period basis. In addition, the City Manager shall receive a car allowance of \$450 per month, and shall accrue twenty-five days per year of annual leave, with a maximum balance of 600 hours. Payment on termination and for excess leave shall be handled in accordance with Section F above.

SECTION 4. The Deputy City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS \_\_\_ DAY OF JUNE 2011.

\_\_\_\_\_  
BERT HACK, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 11-\_\_** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the \_\_\_ day of June, 2011, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

**RESOLUTION NO. 11-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM IN CONFORMANCE WITH MEASURE M REQUIREMENTS

WHEREAS, the City of Laguna Woods seeks to maintain eligibility to receive an apportionment of Measure M sales tax revenues that can be used to fund transportation-related projects and programs; and

WHEREAS, a prerequisite of such eligibility is the annual filing of a Measure M eligibility package for review and approval by the Orange County Transportation Authority; and

WHEREAS, one component of the Measure M eligibility package for Fiscal Year 2011-2012 is the preparation and City Council adoption of a Seven-Year Capital Improvement Program (CIP) which includes, at minimum, all projects and programs which are needed to meet and maintain adopted levels of service performance standards, in addition to all projects and programs proposed to receive Measure M funding; and

WHEREAS, the FY 2011-2012 expenditures identified in the CIP are consistent with the adopted City of Laguna Woods FY 2011-2012 budget; and

WHEREAS, the CIP is recognized as a program/project finance and planning tool to assist local governments in the long-term development and funding of transportation-related programs and projects, and not a budget commitment; and

WHEREAS, the CIP is updated annually to include adjustments to funding and project schedules;

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

SECTION 1. The City Council of the City of Laguna Woods adopts the City of Laguna Woods Seven-Year Capital Improvement Program, attached hereto as Exhibit

1 and incorporated herein by reference, in conformance with Measure M requirements.

SECTION 2. The Deputy City Clerk shall certify as to the adoption of this Resolution.

PASSED APPROVED AND ADOPTED on this \_\_\_ day of June 2011.

\_\_\_\_\_  
BERT HACK, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 11-\_\_\_** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the \_\_\_ day of June 2011, by the following vote:

AYES:       COUNCIL MEMBERS:  
NOES:       COUNCIL MEMBERS:  
ABSENT:     COUNCIL MEMBERS:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

ITEM 4.2C ATTACHMENT

SEVEN YEAR CAPITAL IMPROVEMENT PROGRAM (CIP)  
 FY 11/12 through 17/18

Project	Funding	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
<u>Road Improvements</u>								
Slurry Seal Program	Fuel Tax	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	Total	50,000	50,000	50,000	50,000	50,000	50,000	50,000
<u>Facility Improvements</u>								
City Hall Acquisition	General Fund	1,450,000						
		1,450,000						
City Hall ADA/Accessibility Improvements	CDBG Total	166,540						
		166,540						
Aliso Creek Watershed Flood Control Design Alternative-Ph 1	CDBG Total	124,905						
		124,905						

**RESOLUTION NO. 11-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS OF THE CIRCULATION ELEMENT OF THE CITY OF LAGUNA WOODS

WHEREAS, the City of Laguna Woods desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of Laguna Woods has endorsed a definition of and a process for determining consistency of the City's Traffic Circulation Plan with the MPAH; and

WHEREAS, the City of Laguna Woods is required to adopt a resolution every year informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Year 2010-2011; and

WHEREAS, the City of Laguna Woods is required every year to send to the OCTA all recommended changes to the City's Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Combined Transportation Funding Programs;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF LAGUNA WOODS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

The City of Laguna Woods hereby informs the OCTA that:

Section 1. The arterial highway portion of the City's Circulation Element is in conformance with the MPAH.

Section 2. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during the Fiscal Years 2010-2011.

Section 3. The City has adopted a uniform setback ordinance providing for the preservation of rights-of-way consistent with the MPAH arterial highway classification.

Section 4. The City has adopted provisions for the limitation of access to arterial highways in order to protect the integrity of the system.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of June 2011.

\_\_\_\_\_  
BERT HACK, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 11-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the \_\_\_\_ day of June 2011, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

**RESOLUTION NO. 11-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A GENERAL GOVERNMENTAL OVERHEAD RATE OF 42%

WHEREAS, the City Council desires to recapture the full cost of City services supported by fees to avoid placing an unfair financial burden on the citizens of the City; and

WHEREAS, a general governmental overhead rate is calculated by adding the cost of support provided by the City Council and the Administrative Services Department to service-providing departments, as reflected in Exhibit 1 - "Overhead Calculation for Fiscal Year 2011-12."

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

SECTION 1. Based on the "Overhead Calculation for Fiscal Year 2011-12," the City Council adopts a general governmental overhead rate of 42%.

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

PASSED, APPROVED AND ADOPTED ON THE \_\_\_\_ DAY OF JUNE 2011.

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BERT HACK, Mayor

ATTEST:

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YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do  
HEREBY CERTIFY that the foregoing **Resolution No. 11-XX** was duly adopted  
by the City Council of the City of Laguna Woods at a regular meeting thereof, held  
on the \_\_\_\_ day of June 2011, by the following vote:

AYES:                    COUNCIL MEMBERS:  
NOES:                    COUNCIL MEMBERS:  
ABSENT:                 COUNCIL MEMBERS:

---

YOLIE TRIPPY, Deputy City Clerk

## EXHIBIT 1

## Overhead Calculation for Fiscal Year 2011-12

Cost Category Description	Amount	Subtotal
<b>Direct Costs:</b>		
A. Total Direct Labor	125,023	
B. Total Other Direct Costs	<u>3,470,099</u>	
Total Direct Costs		3,595,122
<b>Indirect Costs:</b>		
C. Total Fringe Benefits	300,493	
D. Total Overhead		
E. Total G & A	<u>279,716</u>	
Total Indirect Costs		<u>580,209</u>
G. Total Costs		4,175,331

## Cost Element Description

A. Total Direct Labor	128,023	
H. Total Overhead Labor		
I. Total G & A Labor	<u>583,142</u>	
J. Total Labor		711,165

Overhead Rate	42%
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Notes: FY 11 Estimated Actual minus Capital Projects & Equipment  
Reference OMB Circular A-87

**RESOLUTION NO. 11-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

WHEREAS, the voters of California, on November 6, 1979, added Article XIII B to the State Constitution, placing various limitations on appropriations of state and local governments; and

WHEREAS, Article XIII B provides that the appropriations limit for the fiscal year 2011-12 is calculated by adjusting the base year appropriations of fiscal year 2010-11 and subsequent years for changes in the cost of living and population; and

WHEREAS, Proposition 111 (Section 1.5 of Article XIII B), enacted by the voters on June 5, 1990, modified the method of calculating the limit; and

WHEREAS, the voters of Laguna Woods set the base appropriations limit for the City of Laguna Woods at \$4,165,544 in 2002; and

WHEREAS, the City of Laguna Woods has complied with all of the provisions of Article XIII B in determining the appropriations limit for Fiscal Year 2011-12;

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

SECTION 1. The City of Laguna Woods chooses to use the change in California per capita personal income as the inflation adjustment factor for Fiscal Year 2011-12.

SECTION 2. The City of Laguna Woods chooses to use the change in population for the County of Orange as the growth adjustment factor for Fiscal Year 2011-12.

SECTION 3. Documentation for calculation of the limit is on file in the Finance Department and will be reviewed by the City's auditors during the annual financial audit, as required by Proposition 111.

SECTION 4. The Fiscal Year 2011-12 appropriations limit for the City of Laguna Woods is hereby established as \$7,655,012.

PASSED, APPROVED and ADOPTED on this \_\_ day of June 2011.

\_\_\_\_\_  
BERT HACK, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 11-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the \_\_ day of June 2011, by the following vote:

AYES:        COUNCIL MEMBERS:  
NOES:        COUNCIL MEMBERS:  
ABSENT:      COUNCIL MEMBERS:

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

**4.4**

**LOCAL LAW ENFORCEMENT SERVICES**



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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2011 and terminate June  
3 30, 2012.

4 **B. OPTIONAL TERMINATION OR EXTENSION:**

5 1. COUNTY or CITY may terminate this Agreement, without cause, upon one  
6 hundred and eighty (180) days written notice to the other party.

7 2. If COUNTY and CITY have not entered into a written agreement by June  
8 30, 2012 for COUNTY to provide to CITY, during all or part of the period  
9 between July 1, 2012 and June 30, 2013, law enforcement services similar  
10 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's  
11 Manager, on behalf of CITY, are authorized to execute a written amendment  
12 to this Agreement that provides as follows and does not materially alter  
13 other terms of the Agreement: SHERIFF shall continue to provide to CITY  
14 all or a designated part of the law enforcement services specified herein, for  
15 a specified time period between July 1, 2012 and August 31, 2012 and CITY  
16 shall pay COUNTY the full costs of providing such services. Such full costs  
17 may be greater than those listed herein for the period July 1, 2011 through  
18 June 30, 2012. SHERIFF and CITY Manager shall file copies of any such  
19 amendments to this Agreement with the Clerk of COUNTY's Board of  
20 Supervisors and CITY's Clerk.

21 **C. REGULAR SERVICES BY COUNTY:**

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

27 //

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established  
3 by SHERIFF. Personnel of each shift may work varying and different times  
4 and may be deployed to other shifts when, in the opinion of SHERIFF and  
5 CITY Manager, the need arises. Any long-term shift deployment change will  
6 be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by COUNTY for  
8 the period July 1, 2011 through June 30, 2012, shall be as follows:

9 **Patrol Services:**

- 10 • Three (3) designated one-deputy units  
11 (80 hours per two week pay period, per unit)
- 12 • Six hundredths of one (.06) sergeant unit  
13 (4.8 hours per two-week pay period)
- 14 • Thirty-six hundredths (.36) of one deputy unit  
15 (28.8 hours per two-week pay period)

16 Deployment to be determined by SHERIFF in cooperation with CITY  
17 Manager.

18 **Traffic Services:**

- 19 • One (1) Deputy Sheriff II (80 hours per two-week pay period)  
20 Deployment to be determined by SHERIFF in cooperation with CITY  
21 Manager.

22 **Investigation Services:**

- 23 • One (1) Investigator (80 hours per two-week pay period)

24 **Regional Support Services:**

- 25 • 2.54 percent of one half of one (.5) Sergeant – Traffic  
26 • 2.54 percent of four (4) Deputy Sheriff IIs – Traffic  
27 • 2.54 percent of one (1) Investigative Assistant – Traffic  
28 • 2.54 percent of one (1) Office Specialist – Traffic

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

- 2 • 0.80 percent of one fourth of one (.25) Sergeant – Auto Theft
- 3 • 0.80 percent of two (2) Investigators – Auto Theft
- 4 • 0.80 percent of one (1) Investigative Assistant – Auto Theft
- 5 • 0.80 percent of one (1) Office Specialist – Auto Theft
- 6 • 0.78 percent of three (3) Investigative Assistants – Court

- 7 4. For any service listed in Subsection C-3 in this Agreement that is provided
- 8 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
- 9 the option to terminate such service in the event the other city or cities that
- 10 contract(s) for the balance of the time of the employee providing the service
- 11 no longer pay(s) for such service and CITY does not request the Agreement
- 12 be amended to provide for payment of 100% of the cost of the employee
- 13 providing such service. The Maximum Obligation of CITY set forth in
- 14 Subsection G-3 will be adjusted accordingly.
- 15 5. All services contracted for in this Agreement may not be operational on the
- 16 precise date specified in this Agreement. In those instances, SHERIFF
- 17 shall notify CITY Manager of the date or dates such service or services are
- 18 to be implemented. COUNTY shall reduce the monthly charges to CITY,
- 19 based on the actual date of implementation of the service or services.
- 20 Charges shall be reduced on the next monthly billing tendered in
- 21 accordance with Subsection G-4 of this Agreement.
- 22 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
- 23 staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or
- 24 Sergeant to assist the CITY with the operations of the EOC. Such services
- 25 may be considered supplemental to the contract and chargeable to the
- 26 CITY on a time and material basis to the extent the services provided are at
- 27 a level greater than that specified in Subsection C-3 of this Agreement.

28 //

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

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

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

17 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
18 CITY Manager, on behalf of CITY, are authorized to execute written  
19 amendments to this Agreement to increase or decrease the level of service  
20 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually  
21 agree that such increase or decrease in the level of service is appropriate.  
22 Any such amendment to the Agreement shall concomitantly increase or  
23 decrease the cost of services payable by CITY set forth in Subsection G-2  
24 and the Maximum Obligation of CITY set forth in Subsection G-3, in  
25 accordance with the current year's COUNTY law enforcement cost study.  
26 SHERIFF and CITY Manager shall file copies of any such amendments to  
27 this Agreement with the Clerk of COUNTY's Board of Supervisors and  
28 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and

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

2 CITY Manager may not, in the aggregate, increase or decrease the cost of  
3 services payable by CITY by more than one percent (1%) of the total cost  
4 originally set forth in Subsection G-2 and the Maximum Obligation originally  
5 set forth in Subsection G-3.

6 Prior approval by COUNTY's Board of Supervisors and CITY's Council is  
7 required before execution of any amendment that brings the aggregate total  
8 of changes in costs payable by CITY to more than one percent (1%) of the  
9 total costs originally set forth in Subsection G-2 and the Maximum  
10 Obligation originally set forth in Subsection G-3 of this Agreement.

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

12 1. Enhanced services for events on CITY property. At the request of CITY,  
13 through its City Manager, SHERIFF may provide enhanced law enforcement  
14 services for functions, such as community events, conducted on property  
15 that is owned, leased or operated by CITY. SHERIFF shall determine  
16 personnel and equipment needed for such enhanced services. To the  
17 extent the services provided at such events are at a level greater than that  
18 specified in Subsection C-3 of this Agreement, CITY shall reimburse  
19 COUNTY for such additional services, at an amount computed by  
20 SHERIFF, based on the current year's COUNTY law enforcement cost  
21 study. The cost of these enhanced services shall be in addition to the  
22 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.  
23 SHERIFF shall bill CITY immediately after each such event.

24 2. Supplemental services for occasional events operated by private individuals  
25 and entities on non-CITY property. At the request of CITY, through its City  
26 Manager, and within the limitations set forth in this subsection D-2,  
27 SHERIFF may provide supplemental law enforcement services to preserve  
28 the peace at special events or occurrences that occur on an occasional

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

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

- 24 3. Supplemental services for events operated by public entities on non-CITY  
25 property. At the request of CITY, through its City Manager, and within the  
26 limitations set forth in this subsection D-3, SHERIFF may provide  
27 supplemental law enforcement services to preserve the peace at special  
28 events or occurrences that occur on an occasional basis and are operated

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

2 by public entities on non-CITY property. SHERIFF shall determine  
3 personnel and equipment needed for such supplemental services, and will  
4 provide such supplemental services only if SHERIFF is able to do so without  
5 reducing services that SHERIFF otherwise would provide to CITY pursuant  
6 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of  
7 providing such supplemental services at an amount computed by SHERIFF,  
8 based on the current year's COUNTY law enforcement cost study. The cost  
9 of these supplemental services shall be in addition to the Maximum  
10 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF  
11 shall bill CITY immediately after each such event.

- 12 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
13 the services of the Sheriff at events, for which CITY issues permits, that are  
14 operated by private individuals or entities or public entities. SHERIFF shall  
15 determine personnel and equipment needed for said events. If said events  
16 are in addition to the level of services listed in Subsection C-3 of this  
17 Agreement, CITY shall reimburse COUNTY for such additional services at  
18 an amount computed by SHERIFF, based upon the current year's COUNTY  
19 law enforcement cost study. The cost of these services shall be in addition  
20 to the Maximum Obligation of CITY set forth in Subsection G-3 of this  
21 Agreement. SHERIFF shall bill CITY immediately after said services are  
22 rendered.

23 **E. PATROL VIDEO SYSTEMS:**

- 24 1. As part of the law enforcement services to be provided to CITY, COUNTY  
25 has provided, or will provide, patrol video systems (hereinafter called "PVS")  
26 that are or will be mounted in patrol vehicles designated by COUNTY for  
27 use within CITY service area.

28 //

1 **E. PATROL VIDEO SYSTEMS: (Continued)**

2 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
3 services related to this Agreement.

4 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
5 installation of PVS that are or will be mounted in patrol vehicles assigned to  
6 CITY, and b) recurring costs, as deemed necessary by COUNTY, including  
7 the costs of maintenance and contributions to a fund for replacement and  
8 upgrade of such PVS when they become functionally or technologically  
9 obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance and  
11 replacement/upgrade of PVS, are included in the costs set forth in  
12 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection  
13 G-3 of this Agreement unless CITY has already paid such costs. CITY shall  
14 not be charged additional amounts for maintenance or replacement/upgrade  
15 of said PVS during the period July 1, 2011 through June 30, 2012.

16 4. If, following the initial acquisition of PVS referenced above, CITY requires  
17 PVS for additional patrol cars designated for use in the CITY service area,  
18 COUNTY will purchase said additional PVS. Upon demand by COUNTY,  
19 CITY will pay to COUNTY a) the full costs of acquisition and installation of  
20 said additional PVS, and b) the full recurring costs for said PVS, as deemed  
21 necessary by COUNTY, including the costs of maintenance, and  
22 contributions to a fund for replacement and upgrade of such PVS when they  
23 become functionally or technologically obsolete. Said costs related to  
24 additional PVS are not included in, and are in addition to, the costs set forth  
25 in Subsection G-2 and the Maximum Obligation of CITY set forth in  
26 Subsection G-3 of this Agreement.

27 //

28 //

1 **E. PATROL VIDEO SYSTEMS: (Continued)**

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

6 **F. LICENSING SERVICES BY CITY:**

7 Upon receipt from COUNTY of investigations of applications for licenses  
 8 referred to in Subsection C-6 of this Agreement, CITY Manager shall determine  
 9 whether to grant or deny the licenses and will issue the licenses or notify the  
 10 applicants of denial. CITY shall provide all attorney services related to the  
 11 granting, denial, revocation and administration of said licenses and the  
 12 enforcement of CITY ordinances pertaining to said licenses.

13 **G. PAYMENT:**

- 14 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
 15 COUNTY the full costs of performing the services mutually agreed upon in  
 16 this Agreement. The costs of services include salaries, wages, benefits,  
 17 mileage, services, supplies, equipment, and divisional, departmental and  
 18 COUNTY General overhead.
- 19 2. Unless the level of service described in Subsection C-3 is increased or  
 20 decreased by mutual agreement of the parties, or CITY is required to pay  
 21 for increases as set forth in Subsection G-5, the Maximum Obligation of  
 22 CITY for services, other than Licensing Services, described in Subsection  
 23 C-3 of this Agreement, to be provided by COUNTY for the period July 1,  
 24 2011 through June 30, 2012 shall be as follows:

25 **SERVICE**

**COST OF SERVICE**

26 **Patrol Services:**

- 27 • Three (3) Deputy Units

28 @ \$216,593/unit

\$ 649,779

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

2	<u>SERVICE</u>	<u>COST OF SERVICE</u>
3	• Six hundredths of one (.06) Sergeant Unit	
4	@ \$254,668/unit	\$ 15,280
5	• Thirty-six hundredths of one (.36) Deputy Unit	
6	@ \$197,700/unit	\$ 71,172
7	<b>Traffic Services:</b>	
8	• One (1) Deputy Sheriff II	
9	@ \$203,545/unit	\$ 203,545
10	<b>Investigation Services:</b>	
11	• One (1) Investigator	
12	@ \$246,117/each	\$ 246,117
13	<b>Regional Support Services:</b>	
14	• 2.54% of one half of one (.5) Sergeant – Traffic	
15	@ \$246,491/each	\$ 3,130
16	• 2.54% of four (4) Deputy Sheriff IIs – Traffic	
17	@ \$190,342/each	\$ 19,339
18	• 2.54% of one (1) Investigative Assistant – Traffic	
19	@ \$91,887/each	\$ 2,334
20	• 2.54% of one (1) Office Specialist - Traffic	
21	@ \$75,638/each	\$ 1,921
22	• 0.80% of one fourth of one (.25) Sergeant – Auto Theft	
23	@ \$246,491/each	\$ 493
24	• 0.80% of two (2) Investigators – Auto Theft	
25	@ \$222,319/each	\$ 3,557
26	• 0.80% of one (1) Investigative Assistant – Auto Theft	
27	@ \$93,940/each	\$ 752

28 //



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

2 increases in its monthly invoices to CITY for the balance of the period  
3 between July 1, 2011 and June 30, 2012.

4 5.a. At the time this Agreement is executed, there are unresolved issues  
5 pertaining to potential increases in salaries and benefits for COUNTY  
6 employees. The cost of such potential increases are not included in the  
7 Fiscal Year 2011-12 costs set forth in Subsection G-2 nor in the Fiscal Year  
8 2011-12 Maximum Obligation of CITY set forth in Subsection G-3 of this  
9 Agreement. If COUNTY incurs or becomes obligated to pay for any such  
10 increases for or on account of personnel whose costs are included in the  
11 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,  
12 in addition to the Maximum Obligation set forth in Subsection G-3 of this  
13 Agreement, the full costs of said increases to the extent such increases are  
14 attributable to work performed by such personnel after July 1, 2011, and  
15 CITY's Maximum Obligation hereunder shall be deemed to have increased  
16 accordingly. CITY shall pay COUNTY in full for such increases on a pro-  
17 rata basis over the portion of the period between July 1, 2011 and June 30,  
18 2012 remaining after COUNTY notifies CITY that increases are payable.

19 5.b. If CITY is required to pay for cost increases as set forth in Subsection G-5a  
20 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
21 service to be provided to CITY, pursuant to Subsection C-3 of this  
22 Agreement to a level that will make the Maximum Obligation of CITY  
23 hereunder for the period July 1, 2011 through June 30, 2012 an amount  
24 specified by CITY that is equivalent to or higher than the Maximum  
25 Obligation set forth in Subsection G-3 for said period at the time this  
26 Agreement originally was executed. The purpose of such adjustment of  
27 service levels will be to give CITY the option of keeping its Maximum  
28 Obligation hereunder at the pre-increase level or at any other higher level

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

2 specified by CITY. In the event of such reduction in level of service and  
3 adjustment of costs, the parties shall execute an amendment to this  
4 Agreement so providing. Decisions about how to reduce the level of service  
5 provided to CITY shall be made by SHERIFF with the approval of CITY.

- 6 6. CITY shall pay COUNTY in accordance with COUNTY Board of  
7 Supervisors' approved County Billing Policy, which is attached hereto as  
8 Attachment B and incorporated herein by this reference.
- 9 7. COUNTY shall charge CITY late payment penalties in accordance with the  
10 County Billing Policy.
- 11 8. As payment for the Licensing Services described in Subsection C-6. of this  
12 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
13 pursuant to CITY ordinances listed in Attachment A hereto. Retention of  
14 said fees by COUNTY shall constitute payment in full to COUNTY for costs  
15 incurred by COUNTY in performing the functions related to licensing  
16 described in Subsection C-6; provided, however, that if any of said fees are  
17 waived or reduced by CITY, CITY shall pay to COUNTY the difference  
18 between the amount of fees retained by COUNTY and the fees that were  
19 set forth in the ordinances listed in Attachment A at the time this Agreement  
20 was executed. If CITY increases the fee schedule for the licensing  
21 ordinances set forth in Attachment A, either party shall have the right to  
22 seek amendment of this Agreement with respect to the division of the  
23 increased fees between CITY and COUNTY.
- 24 9. Fees generated or collected by SHERIFF contract personnel for copying of  
25 documents related to the services provided in this Agreement will be at  
26 COUNTY-established rates and will be credited to CITY on an annual basis.
- 27 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,  
28 which is incorporated herein by this reference.

1 **H. NOTICES:**

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

6 **CITY:** ATTN: CITY MANAGER  
7 24264 EL TORO ROAD  
8 LAGUNA WOODS, CA 92653

9 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
10 SHERIFF-CORONER DEPARTMENT  
11 320 NORTH FLOWER STREET, SUITE 108  
12 SANTA ANA, CA 92703

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

16 **I. STATUS OF COUNTY:**

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

26 //  
27 //  
28 //

1 **J. STATE AUDIT:**

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

10 **K. ALTERATION OF TERMS:**

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

16 **L. INDEMNIFICATION:**

17 1. COUNTY, its officers, agents, employees, subcontractors and independent  
18 contractors shall not be deemed to have assumed any liability for the  
19 negligence or any other act or omission of CITY or any of its officers,  
20 agents, employees, subcontractors or independent contractors, or for any  
21 dangerous or defective condition of any public street or work or property of  
22 CITY, or for any illegality or unconstitutionality of CITY's municipal  
23 ordinances. CITY shall indemnify and hold harmless COUNTY and its  
24 elected and appointed officials, officers, agents, employees, subcontractors  
25 and independent contractors from any claim, demand or liability whatsoever  
26 based or asserted upon the condition of any public street or work or  
27 property of CITY, or upon the illegality or unconstitutionality of any municipal  
28 ordinance of CITY that SHERIFF has enforced, or upon any act or omission

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

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

- 19 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
20 appointed officials, officers, agents, employees, subcontractors and  
21 independent contractors from any claim, demand or liability whatsoever  
22 based or asserted upon any act or omission of COUNTY or its elected and  
23 appointed officials, officers, agents, employees, subcontractors or  
24 independent contractors related to this Agreement, for property damage,  
25 bodily injury or death or any other element of damage of any kind or nature,  
26 and COUNTY shall defend, at its expense, including attorney fees, and with  
27 counsel approved in writing by CITY, CITY and its elected and appointed  
28 officials, officers, agents, employees, subcontractors and independent

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

2 contractors in any legal action or claim of any kind based or asserted upon  
3 such alleged acts or omissions.

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

5 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
6 Program”], which is operated by SHERIFF, and is designed to reduce  
7 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
8 are suspended and to educate the public about the requirements of the  
9 Vehicle Code and related safety issues with regard to driver licensing,  
10 vehicle registration, vehicle operation, and vehicle parking. The Program  
11 operates throughout the unincorporated areas of the COUNTY and in the  
12 cities that contract with COUNTY for SHERIFF’s law enforcement services,  
13 without regard to jurisdictional boundaries, because an area-wide approach  
14 to reduction of traffic accidents and driver education is most effective in  
15 preventing traffic accidents. In order for CITY to participate in the Program,  
16 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the  
17 amount and under the terms and conditions set forth in the resolution that is  
18 attached hereto as Attachment D and incorporated into this Agreement by  
19 reference [hereinafter called a “TVAP resolution”], and has directed that the  
20 revenue from such fee be used for the Program. CITY’s participation in the  
21 Program may be terminated at any time by rescission or amendment of the  
22 TVAP resolution that is attached hereto as Attachment D. In the event CITY  
23 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
24 adopts a new TVAP resolution pertaining to the above-referenced fee and  
25 the Program, and 2) remains a participant in the Program thereafter, CITY’s  
26 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
27 authority to execute an amendment of this Agreement to substitute CITY’s  
28 amended or new TVAP resolution for Attachment D hereto, as long as said

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

2 amendment to this Agreement does not materially change any other  
3 provision of this Agreement.

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

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

- 8 • One fourth of one (.25) Sergeant  
9 (20 hours per two-week pay period)
- 10 • One (1) Staff Specialist  
11 (80 hours per two-week pay period)
- 12 • One (1) Information Processing Specialist  
13 (80 hours per two-week pay period)
- 14 • One (1) Administrative Manager I, Extra Help  
15 (960 hours per fiscal year)
- 16 • One (1) Investigative Assistant  
17 (80 hours per two-week pay period)
- 18 • One (1) Office Specialist  
19 (80 hours per two-week pay period)

20 4. Fee revenue generated by CITY may be used to reimburse CITY for  
21 expenditures for equipment and/or supplies directly in support of the  
22 Program. In order for an expenditure for equipment and/or supplies to be  
23 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
24 approval of the expenditure by using the form as shown in Attachment E.  
25 The request shall be submitted within the budget schedule established by  
26 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
27 following conditions are satisfied: 1) there are sufficient Program funds,  
28 attributable to revenue generated by CITY's fee, to pay for the requested

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 purchase, and 2) CITY will use the equipment and/or supplies, during their  
3 entire useful life, only for purposes authorized by its TVAP resolution in  
4 effect at the time of purchase.

5 In the event that CITY terminates its participation in the Program, CITY  
6 agrees that the equipment purchased by CITY and reimbursed by Program  
7 funds will continue to be used, during the remainder of its useful life,  
8 exclusively for the purposes authorized by CITY's TVAP resolution in effect  
9 at the time of purchase.

- 10 5. In the event the fees adopted by COUNTY, CITY and other participating  
11 jurisdictions are not adequate to continue operation of the Program at the  
12 level at which it operated previously, COUNTY, at the option of CITY, will  
13 reduce the level of Program service to be provided to CITY or will continue  
14 to provide the existing level of Program services. COUNTY will charge CITY  
15 the cost of any Program operations that exceed the revenue generated by  
16 fees. Such charges shall be in addition to the Maximum Obligation of CITY  
17 set forth in Subsection G-3 of this Agreement. The amount of any revenue  
18 shortfall charged to CITY will be determined, at the time the revenue  
19 shortfall is experienced, according to CITY's share of Program services  
20 rendered. In the event of a reduction in level of Program service,  
21 termination of Program service or adjustment of costs, the parties shall  
22 execute an amendment to this Agreement so providing. Decisions about  
23 how to reduce the level of Program service provided to CITY shall be made  
24 by SHERIFF with the approval of CITY.

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1 **N. MOBILE DATA COMPUTERS:**

2 1. As part of the law enforcement services to be provided to CITY, COUNTY  
3 has provided, or will provide, mobile data computers (hereinafter called  
4 "MDCs") that are or will be mounted in patrol vehicles and motorcycles  
5 designated by COUNTY for use within CITY limits.

6 2. SHERIFF has the exclusive right to use said MDCs for law enforcement  
7 services related to this Agreement.

8 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
9 installation of MDCs that are or will be mounted in patrol vehicles and  
10 motorcycles assigned to CITY, and b) recurring costs, as deemed  
11 necessary by COUNTY, including the costs of maintenance and  
12 contributions to a fund for replacement and upgrade of such MDCs when  
13 they become functionally or technologically obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and  
15 replacement/upgrade of MDCs, are included in the costs set forth in  
16 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection  
17 G-3 of this Agreement unless CITY has already paid such costs. CITY shall  
18 not be charged additional amounts for maintenance or replacement/upgrade  
19 of said MDCs during the period July 1, 2011 through June 30, 2012.

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

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

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

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

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**CITY OF LAGUNA WOODS  
LICENSING ORDINANCES**

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

## ATTACHMENT B

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

## I. POLICY

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

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

## II. DEFINITIONS

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

## III. FIXED PRICE CONTRACTS

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

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

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

#### IV. ACTUAL COST CONTRACTS

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

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

#### V. PAYMENT DUE DATES

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

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

## VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

## VII. COLLECTIONS

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

## VIII. DISCOUNT FOR EARLY PAYMENT

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

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

## IX. DEFERRED REVENUE

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

## X. COST RECOVERY

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

## XI. EXISTING CONTRACTS

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

## XII. DEVIATIONS FROM POLICY

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

## ATTACHMENT C

**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS**

## BACKGROUND

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

## 1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

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

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

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

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

## NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

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

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

## 2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

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

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

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

**RESOLUTION NO.01-11**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vehicle Code Section and Impound Ground

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert Bouer  
ROBERT BOUER, Mayor

ATTEST:

Margaret R. Monahan  
MARGARET R. MONAHAN, City Clerk

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

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

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

Margaret R. Monahan  
MARGARET R. MONAHAN, City Clerk

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

By: Margaret R. Monahan

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

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

OCSD  
BUDGET  
USE ONLY

**4.5**  
**TAXI VOUCHER PROGRAM**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF LAGUNA WOODS  
AND  
CABCO YELLOW INC.**

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**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF LAGUNA WOODS  
AND  
CABCO YELLOW INC.**

This AGREEMENT FOR CONTRACTOR SERVICES ("AGREEMENT") is made and entered into this 1st day of July 2011, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Cabco Yellow Inc., a California corporation ("CONTRACTOR").

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 of three (3) years from the date of execution of this AGREEMENT, as first shown above. Such term may be extended for an additional two (2) years upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SCOPE OF SERVICES.**

CONTRACTOR agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. All of CONTRACTOR'S work hereunder shall be directed by, and coordinated through CITY'S City Manager, or his or her designee ("City Manager" herein). CONTRACTOR shall direct all communications regarding any performance or issues arising under this AGREEMENT to the City Manager, and CITY'S direction to CONTRACTOR shall be by and through the City Manager.

**SECTION 3. ADDITIONAL SERVICES.**

CONTRACTOR 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 City Manager of CITY. CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

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

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONTRACTOR the amounts specified in EXHIBIT "B" "COMPENSATION SERVICE RATES" and made a part of this AGREEMENT.

(b) Each month CONTRACTOR 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 following categories: time, date, mileage, and purpose of the trip. CITY shall independently review each invoice submitted by the CONTRACTOR 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 any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONTRACTOR for correction and resubmission.

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

(d) Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

#### **SECTION 5. CONTRACTOR'S TAXI VOUCHER RECORDS.**

(a) CONTRACTOR shall maintain all records relating to CONTRACTOR's performance of services pursuant to this AGREEMENT. CONTRACTOR shall maintain monthly invoices and records evidencing, taxi voucher trips charged to CITY pursuant to this AGREEMENT. The records shall be maintained and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the taxi voucher services provided by CONTRACTOR pursuant to this AGREEMENT. The records for each year of service shall be maintained for five years from the last date of the prior year's service and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) The records 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 or its designated representative. Copies of such records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such records shall be made available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

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

## **SECTION 6 STATUS OF CONTRACTOR.**

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

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

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

## **SECTION 7. STANDARD OF PERFORMANCE.**

CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR 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, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT and shall hire and maintain sufficient staffing, and keep available and maintain sufficient vehicles and other equipment, sufficient to meet the performance standard obligations of CONTRACTOR hereunder.

## **SECTION 8. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONTRACTOR 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. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. 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 CONTRACTOR to comply with this section.

**SECTION 9. NON-EXCLUSIVE AGREEMENT**

During the terms of this Agreement, and to the extent permitted by law, CITY may enter into any agreement with any other person or entity for the operation of a similar system without the prior written consent of CONTRACTOR.

**SECTION 10. CHANGES TO LEVEL OF SERVICE**

The CITY reserves the right to order an increase or decrease in the Levels of service provided with (30) days' written notice.

**SECTION 11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 12. UNAUTHORIZED ALIENS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to and 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) CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this AGREEMENT. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is unaware of any stated position of CITY relative to such services. Any future position of CITY on such services 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 CONTRACTOR in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR 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, except as may be required by law.

(b) CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager 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 CONTRACTOR gives CITY notice of such court order or subpoena.

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

(d) CONTRACTOR shall promptly notify CITY should CONTRACTOR, its officers, 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 and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONTRACTOR. 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) The CONTRACTOR shall, to the fullest extent permitted by law, hold harmless and indemnify CITY, its City Council and each member thereof, its officers, employees, committee members, volunteers identified in writing by the CITY from time to time, and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, costs, including reasonable attorney's fees and costs, caused by CONTRACTOR's negligent

performance or negligent omission of performance of professional services under this Agreement and those of the CONTRACTOR's SUBCONTRACTORS or anyone for whom the CONTRACTOR is legally liable, to the extent caused by such negligent performance or omission. CONTRACTOR shall pay all costs related to CITY's defense of such claims.

(b) With respect to other operations, other than the performance of professional services under this Agreement, the CONTRACTOR shall hold harmless and indemnify CITY, its City Council and each member thereof, its officers, employees, committee members, volunteers identified in writing by the CITY from time to time, and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, costs, including reasonable attorney's fees and costs, arising out of injury to any person, including death or damage to property caused by or attributable to, in whole or in part, the negligence or wrongful acts, errors or omissions of CONTRACTOR, its employees, representatives, SUBCONTRACTORS, or anyone for whom the CONTRACTOR is legally liable in connection with performance of this Agreement, to the extent caused by such negligent performance or omission. CONTRACTOR shall pay all costs related to CITY's defense of such claims.

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

CONTRACTOR 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. CONTRACTOR agrees to provide CITY with copies of required policies upon request.

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

The expertise and experience of CONTRACTOR 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 CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONTRACTOR'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 CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 18. CONTINUITY OF PERSONNEL.**

CONTRACTOR shall make every reasonable effort to maintain the stability and

continuity of CONTRACTOR's staff assigned to perform the services required under this AGREEMENT. CONTRACTOR shall notify CITY of any changes in CONTRACTOR's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONTRACTOR and all records required to be kept by CONTRACTOR under section 5 shall be made available to CITY. In the event such notice is given, CONTRACTOR shall cease immediately all work in progress.

(b) CONTRACTOR may terminate this AGREEMENT, with or without cause, at any time upon thirty (30) days written notice of termination to CITY.

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

(d) Upon termination of this AGREEMENT by either CONTRACTOR or CITY, all property belonging exclusively to CITY which is in CONTRACTOR's possession shall be returned to CITY. CONTRACTOR shall furnish to CITY a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

#### **SECTION 20. DEFAULT.**

(a) Notice of Deficiency. If CITY determines that CONTRACTOR is in default under the terms of this AGREEMENT, CITY shall notify CONTRACTOR of such deficiency in writing. CONTRACTOR shall have thirty (30) days in which to respond by either correcting the deficiency or showing that no deficiency exists. In the case of a deficiency that cannot be corrected immediately, CONTRACTOR may present a plan to the CITY which shall include an explanation of why the deficiency cannot be corrected immediately, a statement of the time required to correct the deficiency, and a request for an extension of time to make required corrections. CITY shall not unreasonably withhold permission for such an extension of time.

(b) Grounds for Default. In the event that CONTRACTOR fails to respond to the notice described in section (a) above, or fails to correct the deficiency within thirty (30) days or within any extended time period authorized by CITY, CITY may determine that such deficiency is a material breach of this Agreement and terminate the Agreement. CONTRACTOR may appeal such decision to the City Manager, who shall schedule a public hearing to hear the appeal. CITY shall provide CONTRACTOR with at least ten (10) days prior written notice of the time,

place and purpose of such hearing. At such hearing, CONTRACTOR shall be given a full and fair opportunity to be heard. In the event that the City Manager, after such hearing, determines that CONTRACTOR is in violation of any material provision of this Agreement, CITY shall terminate this AGREEMENT immediately through written notice to CONTRACTOR and shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default.

(c) Cumulative Rights. City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

#### **SECTION 21. EXCUSABLE DELAYS.**

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

#### **SECTION 22. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONTRACTOR in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

#### **SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Leslie A. Keane  
City Manager  
24264 El Toro Road  
Laguna Woods, Ca 92637  
(949) 639-0591 (fax)

To CONTRACTOR: Timothy Conlon  
President  
California Yellow Cab  
520 West Dyer Road

Santa Ana, CA 92707  
(714) 438-0405 (fax)

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

**SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONTRACTOR 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 CONTRACTOR and by the City Council. 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 CONTRACTOR 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 Central District of California, in Santa Ana.

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

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

**SECTION 30. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are 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).

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

**CITY OF LAGUNA WOODS**

**CONTRACTOR:**

By \_\_\_\_\_  
Leslie A. Keane, City Manager

By \_\_\_\_\_  
Timothy Conlon, President

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Authorized Officer:

\_\_\_\_\_  
David Cosgrove, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

1. Service to be performed by CONTRACTOR. Services to be performed by CONTRACTOR under this Agreement shall be as follows:
  - a. Accept telephone requests from residents of Laguna Woods for a taxi voucher service and dispatch a vehicle to the pick-up location. The vehicle shall arrive at the pick-up location within 30 minutes from the time the telephone request was received by CONTRACTOR.
  - b. Days and Hours of Operation: CONTRACTOR shall provide reservations and rider services twenty-four (24) hours per day seven (7) days per week including holidays.
  - c. To maximize service efficiency and productivity, CONTRACTOR shall offer the following options for residents to reserve a trip:
    1. Reservation Service: Patrons may reserve a trip up to one (1) week in advance, specifying the time of pick-up and destination for a one-time only trip.
    2. Subscription Service: Patrons may schedule a standing pick-up for the same time daily or weekly. CONTRACTOR shall maintain a list of said appointments at its dispatch facility. In the event of contract termination said list shall be provided to CITY.
  - d. CITY taxi passengers shall pay a set fare per trip, as determined by the CITY and CONTRACTOR. Eligible patrons may use taxi voucher coupons in lieu of money to pay for taxi fare. CONTRACTOR will invoice the CITY at the rate agreed to by the CITY and CONTRACTOR and identified in Exhibit B Compensation Service Rates.
  - e. Complaints: California Yellow Cab will provide the CITY with the name of a contact person and phone number to call for reporting customer complaints. Within twenty-four (24) hours of a reported complaint, California Yellow Cab's assigned customer service representative will contact the client to resolve the problem. Within 48 hours of the reported complaint, California Yellow Cab's customer service representative will fax or e-mail to the CITY the steps they are taking to address the client's problem.

- f. CONTRACTOR shall gather ridership data and report such information to the CITY on a monthly basis. The type of data to be collected shall be submitted with the monthly invoice and include the address of the pick-up point for each trip and the address of the destination including whether the trip was for shopping, medical, John Wayne Airport, Irvine Transit Center, entertainment, or personnel business..
- g. Telephone Line: CONTRACTOR shall provide a toll-free telephone number (877) 223-3222 for use by the City of Laguna Woods taxi voucher patrons.
- h. Vehicles, Maintenance, Appearance/Inspections:
  - 1. Vehicles: CONTRACTOR shall maintain and operate all participating vehicles at its sole cost and expense, and CONTRACTOR shall pay all costs relating to maintenance, insurance, fuel, taxes, fringe benefits, licensing, dispatching, radio equipment, training, supervision, management, service monitoring and vehicular accident reporting. All such liability shall be the sole responsibility of CONTRACTOR. Taxis shall have a taxi meter with a current approval and inspection by the Department of Weights and Measures. CONTRACTOR shall assure that participating vehicles meet all applicable codes and laws.
  - 2. Appearance: All "in-city" taxi vehicles shall be uniformed in appearance and have the California Yellow Cab logo and color scheme. For return trips outside of the CITY, any California Yellow Cab can be used.

All taxi vehicles shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicles' clean appearance. Floors shall be free of stains, paper or other debris, gum or other sticky substances. Windows shall be free of dirt, dust, smudges, hands or fingerprints, exterior or interior. Dashboards, wheel wells, rails and ledges shall be kept clean, dirt and grease free. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair lifts shall be kept clean and in good repair.

CITY reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.

- i. Upon receipt of notice from the CITY, the CONTRACTOR shall promptly correct any deficiency in CONTRACTOR'S performance of this Agreement.

2. Reporting Requirements:

- a. AT MINIMUM included with each monthly billing to the CITY must be statistics such as monthly ridership and purpose of trip and total trips by purpose.
- b. Submittals: CONTRACTOR shall submit monthly statistical reports with monthly invoicing.
- c. Daily Records: CONTRACTOR shall keep records of pick-up request orders taken. A "trip ticket" for each order shall include the caller's name, telephone number, pick-up and drop-off address, time the call was received and time the call was dispatched.
- d. Monthly Summaries: A monthly summary shall be attached to the CONTRACTOR's billing invoice and shall include the following: Passenger data by fare category or trip type; total vehicle miles per trip and total vehicle minutes per trip and passenger fares collected per trip. Information shall be broken down by day and totaled for the month.
- e. Incident Reports: Drivers shall be required to complete "incident reports" after any out of the ordinary occurrence during service. Such reports must be submitted to CITY review within 48-hours and should be submitted after such incidents as disputes with or between passengers, passenger injury or accidents (during boarding or on-vehicle), passenger misconduct.
- f. Vehicle Accidents: CONTRACTOR shall have sole responsibility, at its own expense, for repair of taxi vehicles damaged in a vehicular accident. CITY shall retain the right of accident investigation as it sees fit; and may require CONTRACTOR to provide drug/alcohol screening of a driver found to be at fault under specific circumstances.
- g. Patron Complaints: CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as a part of program administration by collecting as much pertinent information regarding the complaint as possible from the complaining party. CITY may require complaint investigation on the part of CONTRACTOR. City reserves the right to exclude any of Contractor's employees or drivers from participating in the program due to findings relating to a complaint or service issue.
- h. Retention/Review of Records: The CONTRACTOR will maintain all records pertaining to the services performed under this Agreement for a period of five years. The Contractor shall make its records pertaining to this Agreement

available to the CITY upon request during regular business hours either for inspection or audit.

3. Worker's Compensation. CONTRACTOR certifies that it is aware of the Provision of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions relating to CONTRACTOR'S designated employees before commencing the performance of the work of this agreement.
  
4. Driver Qualifications. All drivers shall be legally licensed to operate a taxi and hold a current permit issued by OCTAP. Drivers must have a satisfactory Department of Motor Vehicles record. Drivers must receive sensitivity and safety training. Drivers shall assist any passenger having difficulty in boarding. Drivers shall assist passengers in wheelchairs with boarding and tie downs. Drivers are to be alert, clean, careful, courteous and competent in their driver skills. Drivers shall conform to CONTRACTOR'S dress code.

**EXHIBIT B**

**COMPENSATION SERVICE RATES**

**PRICE SUMMARY SHEET  
REQUEST FOR PROPOSALS**

The City intends to award a firm-fixed price contract. All trips must either begin or end in Laguna Woods.

Amount

One-way trip within Service Area

\$ 10.00

One-way trip outside Service Area but within Orange County

**SERVICE RATES FOR ONE-WAY TRIPS**

NUMBER OF MILES	RATE \$	NUMBER OF MILES	RATE \$
1	10.00	26	67.00
2	10.00	27	69.00
3	10.00	28	72.00
4	12.00	29	74.00
5	15.00	30	77.00
6	17.00	31	79.00
7	20.00	32	82.00
8	22.00	33	84.00
9	25.00	34	87.00
10	27.00	35	98.00
11	30.00	36	92.00
12	32.00	37	94.00
13	35.00	38	97.00
14	37.00	39	99.00
15	40.00	40	102.00
16	42.00	41	104.00
17	45.00	42	106.00
18	47.00	43	109.00
19	50.00	44	111.00
20	52.00	45	114.00
21	55.00	46	116.00
22	57.00	47	119.00
23	59.00	48	121.00
24	62.00	49	124.00
25	64.00	50	126.00

**Special Destination trips**

	<b>Amount</b>
John Wayne Airport – one-way trip	\$ <u>32.00</u>
Irvine Transportation Center or Irvine Spectrum Center – one-way trip	\$ <u>18.00</u>

**Non-Emergency Medical Transportation**

The City’s Non-Emergency Medical Transportation (NEMT) program provides services to residents 60 years and older for medical appointment, such as visits to doctors, dentists and vision care specialists, physical therapy and other medical treatments.

**SERVICE RATES FOR ONE-WAY TRIPS**

NUMBER OF MILES	RATE \$	NUMBER OF MILES	RATE \$
1	3.00	26	68.00
2	5.00	27	70.00
3	8.00	28	73.00
4	10.00	29	75.00
5	13.00		
6	16.00		
7	18.00		
8	21.00		
9	23.00		
10	26.00		
11	29.00		
12	31.00		
13	34.00		
14	36.00		
15	39.00		
16	42.00		
17	44.00		
18	47.00		
19	49.00		
20	52.00		
21	55.00		
22	57.00		
23	60.00		
24	62.00		
25	65.00		



## **EXHIBIT "C"**

### **INSURANCE**

A. Insurance Requirements. CONTRACTOR shall provide and maintain insurance, acceptable to the City Manager or City Counsel, 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 CONTRACTOR, 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. CONTRACTOR 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 the 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 CONTRACTOR and all risks to such persons under this AGREEMENT.

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

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

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

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

(4) Errors and Omissions Liability: \$1,000,000 per occurrence.

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

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state 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 \_\_\_\_\_.

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 CONTRACTOR performs; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. 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) CONTRACTOR'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, CONTRACTOR's insurance.

(3) CONTRACTOR'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 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 CONTRACTOR.

C. Other Requirements. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall furnish certificates and endorsements from each subcontractor identical to those CONTRACTOR provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR 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 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

**4.6**  
**WATER QUALITY CONSULTING SERVICES**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
CHARLES ABBOTT ASSOCIATES, INC.**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_ day of June 2011, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Charles Abbott Associates, Inc., a California corporation ("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 the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2012. Such term may be extended upon written agreement of both parties to this AGREEMENT a maximum of two times for no more than one fiscal year at a time.

**SECTION 2. SCOPE OF SERVICES.**

CONSULTANT agrees to 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. CONTRACTOR shall not begin work until authorized by the City Manager of CITY or his or her designee to proceed.

**SECTION 3. ADDITIONAL SERVICES.**

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

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

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

This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of compensation.

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

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

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

## **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.

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

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all 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 three years from the date of execution 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 or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

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

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

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

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

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

CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience 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.**

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. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. 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.

#### **SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

#### **SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. 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 hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

### **SECTION 13. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

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

### **SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

CONSULTANT's conduct.

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

(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 ensure 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.

#### **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 receive approval from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

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

(c) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or 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



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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

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

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

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

**SECTION 30. ENTIRE AGREEMENT.**

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

**SECTION 31. SEVERABILITY.**

If an 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).

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

**CITY OF LAGUNA WOODS:**

**CONSULTANT:**

By \_\_\_\_\_  
Leslie A. Keane, City Manager

By \_\_\_\_\_  
Rusty R. Reed, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Cosgrove, City Attorney

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

Program Management Services: CONSULTANT will provide water quality management services within one (1) hour following request by CITY. Services could be required anytime, Monday through Sunday, and may include but are not limited to:

1. Representing CITY at various water quality-related meetings and events.
2. Interpreting regulations, directives, and the application thereof.
3. Serving as a liaison to regulatory agencies and other parties.
4. Providing water quality-related presentations and training to CITY and other parties.
5. Preparing reports, correspondence, grant applications, and other documentation.
6. Geographic information system (GIS) support (ArcGIS equivalent).
7. Other water quality-related management-level services as may be required.

Incident Services: CONSULTANT will respond to water pollution complaints and incidents within one (1) hour following notification by CITY. Incident Services could occur anytime, Monday through Sunday, and may include inspection; code enforcement (including issuing administrative citations); investigation; sampling; documentation; reporting; collaboration with response and regulatory agencies; and other services as may be required.

Inspection Services: CONSULTANT will provide water quality inspection services and related code enforcement, including but not limited to:

1. Commercial, industrial, residential, and municipal inspections.
2. Construction inspections for public and private projects.

Commercial, industrial, residential, and municipal inspections could occur between the hours of 8 a.m. and 5 p.m., Monday through Friday, and will be scheduled at least twenty-four (24) hours in advance.

Construction inspections may require CONSULTANT to develop and implement an inspection schedule for individual projects based on applicable water quality regulations.

Inspections may be required to be scheduled and conducted in collaboration with CITY Code Enforcement staff or other organizations, including vector control, regulatory agencies, etc.

Development Review Services: CONSULTANT will provide water quality development review services, including but not limited to:

1. Conferring and collaborating with CITY, developers, contractors, engineers, and other parties on water quality issues related to development projects and CITY permits.
2. Reviewing and approving public and private Water Quality Management Plans (WQMPs).
3. Reviewing and approving public and private Water Pollution Control Plans (WPCPs).

4. Preparing or providing technical assistance on the preparation and submittal of public WQMPs, WPCPs, and Stormwater Pollution Prevention Plans (SWPPPs).
5. Reviewing and plan checking public and private project plans, specifications, and other documents for compliance with applicable water quality regulations.
6. Other water quality-related development review services as may be required.

*Qualifications and Certifications Required*

Individuals assigned by CONSULTANT to provide services will have at least two (2) years of relevant experience, as determined by CITY, and possess all necessary State certifications relative to their position.

*Single Point of Contact*

CONSULTANT will designate a management-level employee to serve as a single point of contact for CITY on scheduling, billing, reporting, contract, and performance-related matters. A back-up/alternate point of contact will also be designated. There will be no charge for either individual's services and they will be available at all times, Monday through Sunday.

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

<b>SERVICE</b>	<b>PERSONNEL</b>	<b>REGULAR RATE</b>	<b>AFTER HOURS RATE*</b>
Program Management Services	Project Manager	\$114	\$171
	Environmental Analyst	\$85	\$127.50
	Administrative Assistant	\$60	\$90
Incident Services	Project Manager	\$114	\$171
	Environmental Inspector	\$83	\$124.50
Inspection Services	Project Manager	\$114	\$171
	Environmental Analyst	\$85	\$127.50
	Environmental Inspector	\$83	\$124.50
	Environmental Inspector – WQMP Implementation	\$80	\$120
Development Review Services	Project Manager	\$108	\$171

\* After Hours Rate: Any services provided during CONSULTANT's holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas), weekends, and outside the regular weekday working hours of 7:30 a.m. to 5:30 p.m.

- Rates are not subject to minimums or maximums.
- Rates are all inclusive. No additional fees will be charged.
- Rates are billable in fifteen (15) minute increments.
- Rates will not increase for the term of the AGREEMENT, including any extensions.

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

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

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

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

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

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

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

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

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

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

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

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

complete, certified copies of all required insurance policies, at any time.

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

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

**4.7**  
**STREETLIGHT MAINTENANCE**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF LAGUNA WOODS  
AND  
PEAK LIGHTING & ELECTRIC, INC.**

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**AGREEMENT FOR STREET LIGHT MAINTENANCE SERVICES  
BETWEEN  
THE CITY OF LAGUNA WOODS  
AND  
PEAK LIGHTING & ELECTRIC, INC.**

This AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES ("AGREEMENT") is made and entered into this 1<sup>st</sup> day of July, 2011, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Peak Lighting & Electric, Inc., a California corporation ("CONTRACTOR").

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 18 "TERMINATION OF AGREEMENT," "the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2013. Such term may be extended upon written agreement of both parties to the AGREEMENT a maximum of three times for no more than one fiscal year at a time. The term of the AGREEMENT shall not extend beyond June 30, 2016, unless terminated earlier as set forth herein.

**SECTION 2. SCOPE OF SERVICES.**

CONTRACTOR shall perform all the work described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference ("Services" or "Work"). As a material inducement to the CITY entering into this AGREEMENT, CONTRACTOR represents and warrants that CONTRACTOR is a provider of first class work and CONTRACTOR is experienced in performing the Work contemplated herein and, in light of such status and experience, CONTRACTOR covenants that it shall follow the highest professional standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this AGREEMENT, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

**SECTION 3. ADDITIONAL SERVICES.**

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of the services 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 Manager or her designee. CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager or her designee.

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

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONTRACTOR the annual amount specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed \$8,454.00 per contract year as stated in EXHIBIT B; unless the City Manager or her designee approves in writing additional compensation.

(b) Each month CONTRACTOR shall furnish to CITY an original invoice for streetlight maintenance work performed during the preceding month. The invoice shall detail the number of 150 watt high pressure sodium light bulbs and ballast replaced during that month and other items contained in the EXHIBIT A SCOPE OF SERVICES. CITY shall review each invoice submitted by the CONTRACTOR. 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 any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONTRACTOR for correction and resubmission.

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

(d) Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

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

CITY may inspect and accept or reject any of CONTRACTOR's work under this AGREEMENT, either during performance or when completed. CITY shall reject work by a timely written explanation, otherwise CONTRACTOR's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONTRACTOR's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectfully and except as otherwise specifically provided for herein, shall not constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or alleged non-performance of this AGREEMENT by CONTRACTOR.

## **SECTION 6. CONTRACTOR'S STREETLIGHT MAINTENANCE RECORDS.**

(a) CONTRACTOR shall maintain any and all documents and records demonstrating or relating to CONTRACTOR's performance of services pursuant to this AGREEMENT. CONTRACTOR shall maintain any and all 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 CONTRACTOR pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for four years from the date of execution 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 or its designated representative. Copies of such documents or records shall be provided directly to the CITY 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 CONTRACTOR'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 CONTRACTOR'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.

## **SECTION 7. STATUS OF CONTRACTOR**

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

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

officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

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

**SECTION 8. STANDARD OF PERFORMANCE.**

CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR 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, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT.

**SECTION 9. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

CONTRACTOR 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. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. 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 CONTRACTOR to comply with this section.

**SECTION 10. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

**SECTION 11. UNAUTHORIZED ALIENS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to and 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 12. CONFLICTS OF INTEREST.**

(a) CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this AGREEMENT. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONTRACTOR in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR 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, except as may be required by law.

(b) CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager 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 CONTRACTOR gives CITY notice of such court order or subpoena.

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

(d) CONTRACTOR shall promptly notify CITY should CONTRACTOR, its officers, 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 and the work performed there under. CITY retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONTRACTOR. 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 14. INDEMNIFICATION.**

(a) The CONTRACTOR shall, to the fullest extent permitted by law, hold harmless and indemnify CITY, its City Council and each member thereof, its officers, employees, committee members, volunteers identified in writing by the CITY from time to time, and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, costs, including reasonable attorney's fees and costs, caused by CONTRACTOR's negligent performance or negligent omission of performance of professional services under this Agreement and those of the CONTRACTOR's subcontractors or anyone for whom the CONTRACTOR is legally liable, to the extent caused by such negligent performance or omission. CONTRACTOR shall pay all costs related to CITY's defense of such claims, but CITY shall reimburse CONTRACTOR for costs not caused by CONTRACTOR's negligent performance or omission plus six percent annual interest.

(b) With respect to other operations, other than the performance of professional services under this Agreement, the CONTRACTOR shall hold harmless and indemnify CITY, its City Council and each member thereof, its officers, employees, committee members, volunteers identified in writing by the CITY from time to time, and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, costs, including reasonable attorney's fees and costs, arising out of injury to any person, including death or damage to property caused by or attributable to, in whole or in part, the negligence or wrongful acts, errors or omissions of CONTRACTOR, its employees, representatives, subcontractors, or anyone for whom the CONTRACTOR is legally liable in connection with performance of this Agreement, to the extent caused by such negligent performance or omission. CONTRACTOR shall pay all costs related to CITY's defense of such claims, but CITY shall reimburse CONTRACTOR for costs not caused by CONTRACTOR's negligent performance or omission plus six percent annual interest.

#### **SECTION 15. INSURANCE.**

CONTRACTOR 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. CONTRACTOR agrees to provide CITY with copies of

required policies upon request.

#### **SECTION 16. ASSIGNMENT.**

The expertise and experience of CONTRACTOR 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 CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONTRACTOR's duties or obligations under this AGREEMENT without the prior written consent of the City Manager. 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 CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 17. CONTINUITY OF PERSONNEL.**

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

#### **SECTION 18. TERMINATION OF AGREEMENT.**

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

(b) CONTRACTOR may terminate this AGREEMENT with or without cause at any time upon thirty (30) days written notice of termination to CITY.

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

(d) Upon termination of this AGREEMENT by either CONTRACTOR or CITY, all property belonging exclusively to CITY which is in CONTRACTOR's possession shall be returned to CITY. CONTRACTOR shall furnish to CITY a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in

SECTION 4 of this AGREEMENT.

**SECTION 19. DEFAULT.**

In the event that CONTRACTOR is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR.

**SECTION 21. EXCUSABLE DELAYS.**

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

**SECTION 21. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONTRACTOR in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

**SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by FAX or certified mail, postage prepaid and return receipt requested, addressed as follows:

- To CITY: Leslie A. Keane  
City Manager  
24264 El Toro Road  
Laguna Woods, CA 92653
  
- To CONTRACTOR: Steven Peak  
President, Peak Lighting & Electric, Inc.  
1411 N. Batavia St. 122  
Orange, CA 92867

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

**SECTION 23. AUTHORITY TO EXECUTE.**

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

**SECTION 24. BINDING EFFECT.**

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

**SECTION 25. MODIFICATION OF AGREEMENT.**

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

**SECTION 26. 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 CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 27. 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 Central District of California, in Santa Ana.

**SECTION 28. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

relief to which it may be entitled.

**SECTION 30. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are 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 30. SEVERABILITY.**

If any 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).

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

**CITY OF LAGUNA WOODS**

**CONTRACTOR:**

By \_\_\_\_\_  
Leslie A. Keane, City Manager

By \_\_\_\_\_  
Stephen Peak, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Cosgrove, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

## ATTACHMENT A: SCOPE OF WORK

### Project Description

Furnish all labor, equipment, and supervision to perform general maintenance services for the City's residential streetlights as a result of normal wear and tear. This does not include repair or replacement of materials as a result of collision, mischief, and/or acts of nature.

Contractor shall provide an Annual Maintenance & Repair Response Plan that includes a schedule detailing the methodology for visually inspecting all city owned residential streetlights not less than every (90) days. All outages identified by the Contractor, City, and the public shall be recorded, repaired, and included as part of an activity report submitted to the City on a monthly basis. The monthly activity report shall detail all inspection and maintenance activities performed by the Contractor. All maintenance work shall be initiated by the Contractor within 48 hours of request by the City.

City shall furnish map of all identified residential streetlights including, but not limited to, the following information: pole identification, and location. The Contractor shall report any location errors or omissions as part of the monthly activity report. During the month preceding the contract anniversary the City shall audit and reconcile the information provided by the Contractor and include on the streetlight map any additions, deletions, and corrections. The update streetlight map shall be added to the contract scope of work as an amendment along with any associated increase or decrease in scope of work. The City shall provide the Contractor with the contract amendment and updated residential streetlight map within thirty (30) days of approval by the City.

Contractor shall accept responsibility for the maintenance of the streetlight system its "as-is" condition. Streetlights considered to be potentially hazardous to the public, as identified by the Contractor during the normal inspection and maintenance process shall be reported to the City immediately.

Certain materials (poles, bulbs, ballasts, and fixtures) may be exclusively provided by the City or upon verbal or written request from the Project Administrator, the City may desire to purchase some or all materials from the Contractor and may require that those materials be stored at the Contractor's facility at no additional fee to the City.

### **Additional Services**

From time to time the City may require the contractor to replace florescent lights inside city hall or replace other types of interior lights in the city hall. Other services may include replacing parking lot lights or other exterior lights at the City Hall site or other City facilities. The contractor will be compensated at a rate for time and materials agreed to by the city in advance of the work being performed.

### **Pricing Approach**

The City intends to award a one (1) year contract with three (3) one year extensions based on a fixed annual maintenance price for the four (4) year term of this contract.

Billing shall occur in twelve (12) equal monthly increments per contract year for services provided. The primary purpose of the Quotation Form is to provide the total annual cost for maintenance services, to provide unit rates for additions or reductions to the City's residential streetlight inventory, and to establish clear payment deductions for contract duties not rendered or not satisfactorily performed.

### **Specific Requirements**

The per pole, per month charge ( as listed in the proposal Exhibit B Quotation Form ) shall cover the following operation and maintenance work for defective equipment in with the city's street light standards and specifications.

- Lamp replacement
- Streetlight fixture (head), arms, and photocell replacement.
- Realignment of poles
- Replacement of lamps, ballasts, and photocell on high-pressure sodium luminaries.

- Clearing of hazards caused by the knockdown of poles and/or fixtures either by vehicles or storms.
- Repair or replace defective wiring in poles.
- Replace defective ballasts and or defective fuses and or fuse holders.
- Accept and process streetlight work orders for all streetlights within the residential areas of the city as shown on the City's residential streetlight map.
- Provide monthly written documentation for all work performed for the City of Laguna Woods in a format approved by the City.

### **Definitions**

- Streetlight – City owned lighting poles and luminaries as shown on the City's streetlight map.
- General Maintenance – Preventative maintenance services including inspection, cleaning, adjustment, replacement, and testing of bulbs, fixtures, ballasts, and basic wiring.
- Normal Business Hours – Monday through Friday 7:00 am – 5:00pm including holidays.

## **Type of Pole and Fixtures**

### **Poles**

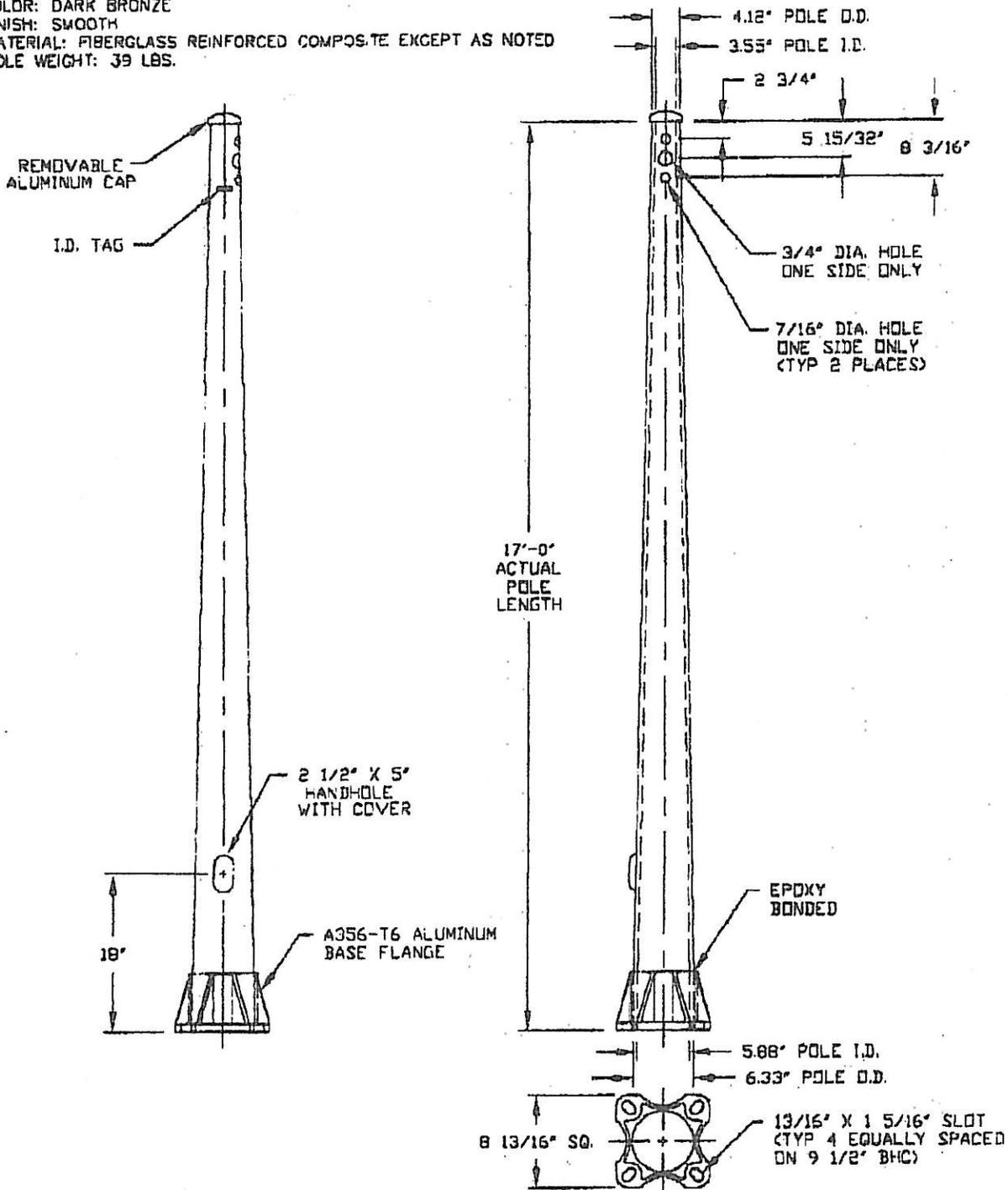
The 17 ft high pole is made of dark bronze fiber glass as shown in the attached drawing.

### **Fixtures**

The light fixture is a shoe box configuration with a photo cell and 150 watt high pressure sodium light as shown in the attached drawing.

NOTES:

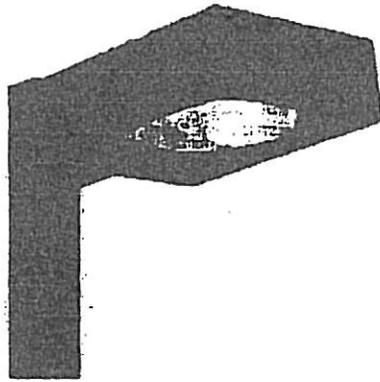
- COLOR: DARK BRONZE
- FINISH: SMOOTH
- MATERIAL: FIBERGLASS REINFORCED COMPOSITE EXCEPT AS NOTED
- POLE WEIGHT: 39 LBS.



		DESCRIPTION:		<i>Shakespeare C &amp; E</i>	
		17' SMOOTH DARK BRONZE ANCHOR BASE LIGHT POLE DRILLED FOR ARM			
				PC. NO.	
				AD17-G7S5BB01	
T		VAS	BY DATE		

# UCS CONCOURSE III

70-400W High Pressure Sodium / Metal Halide / Super Metal Halide

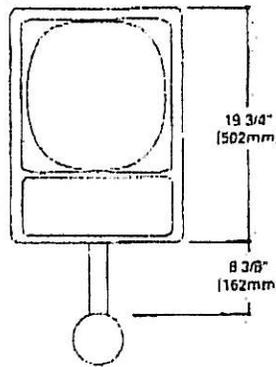


## APPLICATION

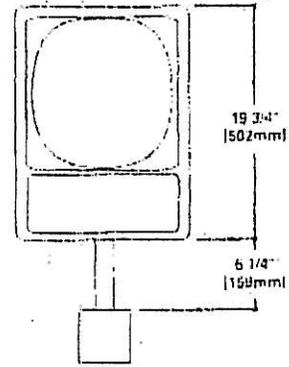
The UCS Concourse III is ideal for parking areas, access roadways and other general offstreet area/site lighting applications.

## DIMENSIONS

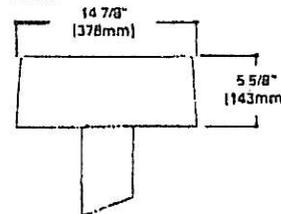
BOTTOM VIEW ROUND POLE



BOTTOM VIEW SQUARE POLE



FRONT



## EPA

Effective Projected Area: 9 Square Feet

Approximate Net Wt: 34 lbs.

## SPECIFICATION FEATURES

### A--Latches

Two spring-steel quick release latches on housing for toolless entry.

### B--Socket

Porcelain mogul-base lamp socket with spring-loaded center contact.

### C--Housing

One-piece, die-cast aluminum housing features aesthetically pleasing soft-corner design. ANSI wattage/source label.

### D--Gasketing

Closed cell gas-filled high temperature silicone gasketing completely seals optical system from dirt, bugs or other foreign material.

### E--Lens

Thermal shock- and impact-resistant clear tempered glass.

### F--Optics

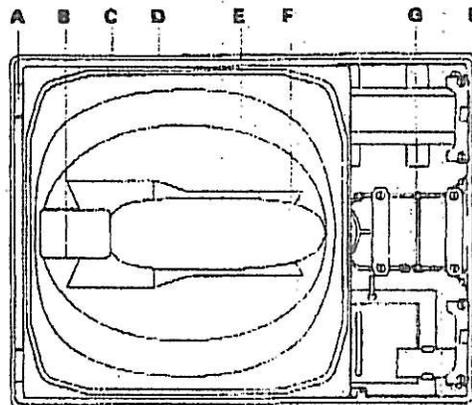
One-piece hydroformed anodized aluminum reflectors provide five different optical distributions and sharp cutoff control.

### G--Mounting

Universal mounting clamp concealed in housing fits 1 1/2" to 2 3/8" O.D. horizontal tenons without adapters. Provides a +5° vertical leveling adjustment.

### H--Ballast

Easily removable high power factor ballast standard.





**EXHIBIT "B"**

**SCHEDULE OF BILLING RATES**

ATTACHMENT B: QUOTATION FORM

**Operation and Maintenance**

Per specifications including parts and labor (Example: 228 x \$ each x 12 months = yearly)

Monthly Unit Cost per Streetlight \$ 3.09

Total Annual Cost (approximately 228 units) \$ 8454.24

*I have reviewed the following attachments:*

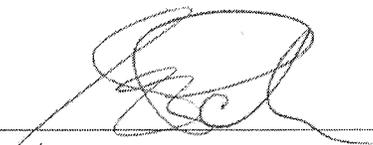
Scope of Work Yes  No

Insurance Requirements Yes  No

*I have included the following:*

Annual Maintenance & Repair Response Plan Yes  No

Statement of Qualifications Yes  No  Reference list and website  
www.PeakLightingElectric.com

  
\_\_\_\_\_  
Signature

5/19/2011  
\_\_\_\_\_  
Date

Steven Peaks President  
\_\_\_\_\_  
Print Name and Title

Peak Lighting + Electric, Inc.  
\_\_\_\_\_  
Company

## EXHIBIT "C"

### INSURANCE

A. Insurance Requirements. CONTRACTOR shall provide and maintain insurance, acceptable to the City Manager, 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 CONTRACTOR, 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. CONTRACTOR 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 the 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 CONTRACTOR and all risks to such persons under this AGREEMENT.

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

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

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

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

(4) Errors and Omissions Liability: \$1,000,000 per occurrence.

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

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state 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 City Manager.

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 CONTRACTOR performs; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. 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) CONTRACTOR'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, CONTRACTOR's insurance.

(3) CONTRACTOR'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 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 CONTRACTOR.

C. Other Requirements. CONTRACTOR 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 CONTRACTOR 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.

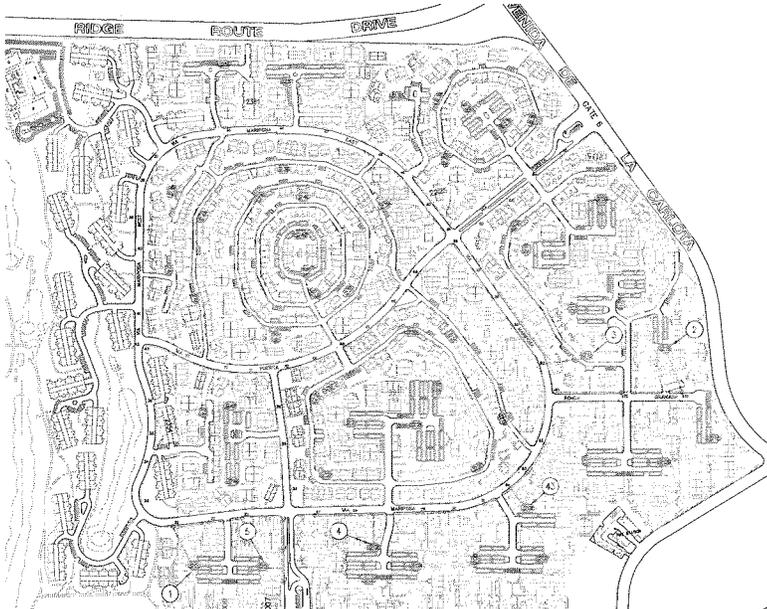
1. CONTRACTOR shall furnish certificates and endorsements from each subcontractor identical to those CONTRACTOR provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR 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 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

**EXHIBIT D**

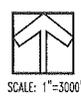
**LOCATION MAP**



### STREET LIGHT METER LOCATIONS

NUMBER	LAUNDRY ROOM	STREET LIGHT NO.	BREAKER NO.	SO. CAL EDISON METER NO.
1	L-207	22, 23, 37	10	1708-26567 83-149-342
2	L-218	41, 176, 178	12	708-16038 75-551-339
3	L-213	58, 59, 90	12	885-10242 84-187-707
4	L-205	27, 28, 29, 30	24	8-130-856 48-924-882
5	L-201	1, 2, 3	18	708-18785 75-668-516
6	L-5	227, 228, 229	7	708-20271 95-313-837
7	L-18	181, 185, 193, 191, 190, 189	1	8-54-908 46-440-481
8	L-29	182, 183, 184, 185, 187, 188	8	8-84-438 46-780-574
9	L-31	178, 179, 180, 181	1 & 7	8-82-968 46-755-473
10	L-48	7, 8, 9, 10, 11	5 & 6	8-45-334 46-743-629
11	L-57	75, 77, 78	8	883-18921 70-845-272
12	L-71	226, 225, 224, 223, 222, 221	6 & 5	208-149207 88-157-403
13	L-74	88, 89, 90, 216, 220, 215, 216, 217, 218	6	708-18500 75-885-807
14	L-79	152, 153, 154, 155, 156	6	708-18494 75-585-824
15	L-88	161, 168, 158, 158, 157	22	208-18142 70-571-426
16	L-93	97, 98, 98, 100	18	708-18042 75-551-357
17	L-87	101, 111, 112	7	8-107-837 47-845-425
18	L-101	118, 118, 120, 121	1 & 2	708-18013 75-561-335
19	L-105	122, 125, 000	1	708-18328 75-566-463
20	L-109	123, 124, 126, 127	3 & 4	8-109-863 47-844-646
21	L-110	128, 129, 136, 140	6	708-18021 75-551-293
22	L-113	100, 108, 107, 106	6	8-101-854 47-691-351
23	L-117	151, 150, 140, 148	7	708-18020 75-561-341
24	L-118	141, 145, 145, 110	8	708-16-318 75-586-918
25	L-123	4, 5, 6, 214, 213	8	883-18584 70-742-888
26	L-132	136, 131, 137	-	708-18-811 75-586-184
27	L-133	133, 134, 137, 138	6	8-119-728 48-470-575
28	L-158	15, 16, 17	27	8-213-131 53-784-408
29	L-157	12, 13, 14	31	8-187-485 52-470-826
30	L-1	188, 202, 204, 205, 206, 207	-	208-68081
31	L-11	74, 75, 233, 232, 231, 230	-	208-68091
32	L-15	199, 200, 201, 202	-	208-68082
33	L-33	172, 174, 172, 172, 171, 170	-	208-68083
34	L-35	168, 169, 167	-	208-68082
35	L-41	163, 164, 165, 166	-	208-68081
36	L-59	78, 80, 81, 82	-	208-68092
37	L-60	18, 19, 20, 21	-	208-68080
38	L-68	83, 84, 85, 86, 87	-	208-68093
39	L-83	81, 82, 83, 84, 85, 86	-	208-68083
40	L-92	102, 103, 104, 105, 102	-	208-68080
41	L-98	143, 114, 115, 117	-	208-68082
42	L-144	115, 141, 142, 143, 144	-	208-68083
43	L-206	82, 83, 84, 81	-	208-68090

- ### LEGEND
- ⊙ METERED STREET LIGHT (TOTAL = 186)
  - METERED STREET LIGHT CONDUIT
  - UNMETERED STREET LIGHT
  - - - UNMETERED STREET LIGHT CONDUIT
  - ⊙ EDISON STREET LIGHT
  - xxx STREET LIGHT NUMBER
  - ⊙ LAUNDRY ROOM WITH STREET LIGHT METER
  - ⊙ LAUNDRY ROOM
  - THIRD LAGUNA HILLS MUTUAL
  - UNITED LAGUNA HILLS MUTUAL



## STREET LIGHTING MAP LEISURE WORLD LAGUNA WOODS, CALIFORNIA



**5.1**  
**RED LIGHT CAMERAS**

## City of Laguna Woods Agenda Report

**FOR:** June 29, 2011 City Council Meeting

**TO:** Honorable Mayor and Councilmembers

**FROM:** Douglas C. Reilly, Assistant City Manager *Dall*

**AGENDA ITEM:** Red Light Cameras

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### Recommendation

Approve an amendment to the contract with Redflex Traffic Systems, Inc. to extend the term for six months to December 31, 2011 and lower the monthly payment for services to \$4,000 per approach per month; and authorize the City Manager to execute the contract amendment, subject to approval as to form by the City Attorney.

### Background

In June 2005, the City Council approved a contract with Redflex Traffic Systems, Inc. for automated red light photo enforcement equipment and services for a combined total of five approaches at the intersections of Moulton Parkway/El Toro Road and Moulton Parkway/Gate 12. In January 2010, the City Council approved a contract amendment that extended the term for eighteen months, removed the cost neutrality contract provision and established a set monthly fee of \$5,000 per approach. The contract term will end on July 11, 2011 without further action by the City Council.

### Discussion

Use of cameras for the enforcement of red light running violations at signalized intersections has become more challenging over the past two years. The following issues have arisen over use of automated red light camera systems:

- Courts are requiring city attorneys to be present during case hearings to present evidence and cross-examine defendants;

- Courts are ruling against use of automated system evidence without chain of control testimony from red light camera contractors and the authorizing Sheriff's Deputy;
- Class action lawsuits have been filed that have resulted in payment of significant legal fees and may result in repayment of fines;
- Members of the state legislature are increasingly introducing bills to further restrict use of red light camera systems; and
- Some cities are deciding to end their red light camera programs, with the City of Los Angeles as the most significant recent example.

Red light photo enforcement systems are still being utilized in over 40 cities across California, including Santa Ana, San Juan Capistrano, Los Alamitos and Garden Grove in Orange County. Local law enforcement agencies have found that the use of red light cameras can reduce red light running and the corresponding number of accidents at equipped intersections.

Staff believes that the program offers public safety benefits by reducing the chance of pedestrian injuries and vehicle accidents. Data collected regarding numbers of citations issued and vehicle accidents are difficult to use in determining the effectiveness of the program. The number of citations vary year to year and the number of accidents per year has remained low (a range of 0 to 9 red light running accidents yearly, or an average of 3 accidents each year from FY 01-02 to FY 09-10).

The six month extension will allow staff to work with the Public Safety Committee, City Attorney, Sheriff's Department and Redflex to perform further analysis of program effectiveness and develop options to either modify or terminate it.

### **Committee Action**

The Public Safety Committee is scheduled to review the automated red light program over the next three months and plans to make program recommendations to the City Council for its consideration no later than October 2011.

### **Fiscal Impact**

The FY 11-12 budget contains \$347,414 in red light camera revenues and \$400,473 in corresponding expenditures, which include the reduced monthly fee of \$4,000 per approach per month, or \$240,000 per year, reflected in the contract amendment; \$101,773 for half-time of the traffic enforcement deputy; and \$58,700 for city attorney services. As noted during discussions of the budget, it is difficult to project

annual revenues and expenditures related to red light cameras since they can fluctuate so widely, depending on the number of citations and the cost of prosecuting cases in court.

**Conclusion**

The City's contract with Redflex Traffic Systems for automated red light photo enforcement ends on July 11, 2011. Recent court cases and decisions, and pending legislation, have made this program more challenging, however, staff believes that the program offers public safety benefits that need to be analyzed further. Approval of the contract amendment will reduce the monthly cost of red light camera services and allow staff time to work with the Public Safety Committee to develop recommendations on program changes or termination for Council consideration later this year.

Approved by:

  
\_\_\_\_\_  
Leslie A. Keane  
City Manager

Attachment: Second Amendment to Agreement

**SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE CITY OF LAGUNA WOODS  
AND  
REDFLEX TRAFFIC SYSTEMS, INC.  
FOR  
AUTOMATED RED LIGHT PHOTO ENFORCEMENT SYSTEM**

This Second Amendment (“Second Amendment”) to the Agreement (“Agreement”) between Redflex Traffic Systems, Inc. (“Redflex”) and the City of Laguna Woods (“City”), dated July 11, 2005, shall become effective July 1, 2011.

**RECITALS**

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the City desires to continue to engage the services of Redflex to provide certain equipment, processes and back office services so that authorized staff of the City are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both Redflex and the City to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will continue to be monitored pursuant to the terms of the Agreement as expressly modified herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

**AMENDED TERMS AND CONDITIONS**

1. Extension of Term. Section 1. Term of the First Amendment to the Agreement is amended as follows:

“The term of the Agreement shall be from July 11, 2005 to December 31, 2011.”

2. Compensation & Pricing Modification. The language in Exhibit “D”, entitled “Compensation & Pricing,” of the Agreement is replaced in its entirety by the following:

“Commencing on July 1, 2011, Redflex shall provide City with a full turnkey automated red light photo enforcement system at the following five intersection approaches:

- 1) El Toro Road Westbound at Moulton Parkway with Right on Red violation enforcement
- 2) El Toro Road Eastbound at Moulton Parkway with Right on Red violation enforcement

ITEM 5.1

- 3) Moulton Parkway Southbound at El Toro Road with Right on Red violation enforcement
- 4) Moulton Parkway Southbound at Gate 12 without Right on Red violation enforcement
- 5) Moulton Parkway Northbound at Gate 12 without Right on Red violation enforcement

Regardless of the number of citations that may be issued, or the outcome of same in terms of convictions, penalties, or revenues which may be received by or allocable to City, compensation shall be in the form of a Fixed Fee of \$4,000 per month per Intersection Approach, continuing until contract expiration or termination, in accordance with the provisions as set forth herein. Redflex shall invoice the City monthly as of the last date of the month. City shall have 90 days to pay such invoices.

Redflex construction will be able to utilize existing conduit for installation where space is available. Where it is determined by both parties that additional conduit is necessary, the cost shall be borne by Redflex, however, the City shall provide the necessary encroachment permits at no cost.”

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as set forth below.

CITY OF LAGUNA WOODS

REDFLEX TRAFFIC SYSTEMS, INC.

By: \_\_\_\_\_  
 Leslie A. Keane Date  
 City Manager

By: \_\_\_\_\_  
 Karen Finley Date  
 President and CEO

ATTEST:

By: \_\_\_\_\_  
 Yolie Trippy Date  
 Deputy City Clerk

APPROVED AS TO FORM:

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