

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, July 15, 2020  
2:00 p.m.

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

Noel Hatch  
Mayor

Shari L. Horne  
Mayor Pro Tem

Cynthia Conners  
Councilmember



Carol Moore  
Councilmember

Joe Rainey  
Councilmember

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

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

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

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

REGULAR MEETING SCHEDULE

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

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AFFIDAVIT OF POSTING

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

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

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

7-10-20  
\_\_\_\_\_  
Date

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

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

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

### **I. CALL TO ORDER**

### **II. ROLL CALL**

### **III. PLEDGE OF ALLEGIANCE**

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

### **V. PUBLIC COMMENTS**

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

### **VI. CONSENT CALENDAR**

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

6.1 City Council Minutes

*Recommendation:* Approve the City Council meeting minutes for the regular meeting on June 17, 2020 and the special meeting on June 30, 2020.

6.2 City Treasurer's Report

*Recommendation:* Receive and file the City Treasurer's Report for the month of June 2020.

6.3 Warrant Register

*Recommendation:* Approve the warrant register dated July 15, 2020 in the amount of \$290,140.78.

6.4 Fiscal Years 2019-21 Budget Adjustments

*Recommendation:*

1. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF MOBILE SOURCE REDUCTION FUND APPROPRIATIONS

AND

2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADJUSTING THE ASSIGNED RESERVE BALANCES FOR THE PAID LEAVE

CONTINGENCY RESERVE AND THE GENERAL FUND  
CONTINGENCY RESERVE FOR FISCAL YEAR 2020-21

6.5 Catch Basin Maintenance Services

*Recommendation:* Approve an agreement with G2 Construction, Inc. for catch basin maintenance services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Operational Area Agreement

*Recommendation:* Approve an operational area agreement with the County of Orange and all other Political Subdivisions within Orange County, as defined in California Government Code Section 8557(b) of the California Emergency Services Act, and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

**VII. PUBLIC HEARINGS**

7.1 Accessory Dwelling Unit Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

## **VIII. CITY COUNCIL BUSINESS**

## **IX. CITY COUNCIL REPORTS AND COMMENTS**

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

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

**X. CLOSED SESSION**

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

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

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Regular Meeting:	Wednesday, August 19, 2020 at 2 p.m. Laguna Woods City Hall 24264 El Toro Road, Laguna Woods, California 92637
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**6.0**  
**CONSENT CALENDAR SUMMARY**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** July 15, 2020 Regular Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the July 15, 2020 Consent Calendar by single motion and City Council action.

### **Background**

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

### **Summary**

The July 15, 2020 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on June 17, 2020 (Attachment A) and the special meeting on June 30, 2020 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of June 2020.
- 6.3 Approval of the warrant register dated July 15, 2020 in the amount of \$290,140.78. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 [1] Adoption of a resolution amending and adopting the Fiscal Years 2019-21 Budget and Work Plan for Fiscal Year 2019-20 commencing July 1, 2019 and ending June 30, 2020, and Fiscal Year 2020-21 commencing July 1, 2020 and ending June 30, 2021, related to adjustments of Mobile Source Reduction Fund appropriations. The proposed resolution would increase Mobile Source Reduction Fund appropriations for Fiscal Year 2019-20 by \$1,581, in order to allow Assembly Bill 2766 Motor Vehicle Subvention Program funds to be used to support COVID-19-related telecommuting costs.

AND

- [2] Adoption of a resolution adjusting the assigned reserve balances for the Paid Leave Contingency Reserve and the General Fund Contingency Reserve for Fiscal Year 2020-21. The proposed resolution would adjust two assigned reserve balances for Fiscal Year 2020-21, in accordance with Administrative Policy 2.9 (Budgeting, Reserves, and Reporting). While two assigned reserve balances would change, the total of all three assigned reserve balances would remain \$3,023,550, which is approximately 52.8% of the General Fund revenue budget. The City also has additional unassigned General Fund monies that can be used for reserve-type purposes.
- 6.5 Approval of an agreement with G2 Construction, Inc. for catch basin maintenance services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for catch basin maintenance services was released on April 23, 2020 with proposals due no later than May 15, 2020. A total of four proposals were received (G2 Engineering, Ocean Blue Environmental Services, PV Maintenance, and United Storm Water). After reviewing all proposals and interviewing the recommended firm, staff recommends that the City Council award the agreement to G2 Construction due to factors including, but not limited to, cost, experience, and qualifications. G2 Construction and/or its subcontractor, Ron’s Maintenance, has provided similar services for the counties of Los Angeles and Orange, as well as the City of Ventura. G2 Construction also has extensive experience involving the fabrication and installation of catch basin stormwater devices.
- 6.6 Approval of an operational area agreement with the County of Orange and all other Political Subdivisions within Orange County, as defined in California Government Code Section 8557(b) of the California Emergency

Services Act, and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement formally organizes the County of Orange and its political subdivisions as the “Orange County Operational Area” for purposes of emergency management coordination, as required by the State of California’s Standardized Emergency Management System. The proposed agreement will take effect on September 26, 2020 and will replace the existing agreement, which was approved by the City Council on September 15, 1999.

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**6.1**  
**CITY COUNCIL MINUTES**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
June 17, 2020  
2:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

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

All Councilmembers participated via telephone as permitted by Governor Newsom’s Executive Order N-29-20 (dated March 17, 2020).

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, City Clerk Trippy

City Manager Macon and City Clerk Trippy participated in-person at the meeting location.

City Attorney Cosgrove participated via telephone.

**III. PLEDGE OF ALLEGIANCE**

Mayor Hatch led the pledge of allegiance.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 Proclamation – Against Injustice, Racism, and Hate; Support for Re-Evaluation of Policing Practices

Mayor Hatch introduced the item and read the proclamation.

Councilmembers made comments.

Moved by Councilmember Conners, seconded by Councilmember Moore, and carried unanimously on a 4-0 vote with Councilmember Rainey absent, to approve the proclamation. This vote was conducted by roll call.

**V. PUBLIC COMMENT**

City Manager Macon read email correspondence that was sent by eyesforgood, titled “Public Comments for the next meeting to be read”, dated June 8, 2020 8:57 p.m. regarding the Transportation Corridor Agencies. That correspondence is noted and included in the public record.

**VI. CONSENT CALENDAR**

Councilmember Conners asked for discussion of Item 6.4.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Horne, and carried unanimously on a 4-0 vote with Councilmember Rainey absent, to approve Consent Calendar items 6.1 – 6.13 with the exception of Item 6.4. This vote was conducted by roll call.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on May 20, 2020 and the special meeting on June 3, 2020.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of May 2020.

6.3 Warrant Register

Approved the warrant register dated June 17, 2020 in the amount of \$603,362.95.

6.5 Investment of Financial Assets Policy

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO ADMINISTRATIVE POLICY 2.2 PERTAINING TO INVESTMENT OF FINANCIAL ASSETS

6.6 City Manager Employment Agreement

Approved an amendment to the City Manager Employment Agreement with Christopher Macon and authorized the Mayor to execute the amendment, subject to approval as to form by the City Attorney.

6.7 City Hall Janitorial Services

Approved an agreement with Coastal Building Services, Inc. for City Hall janitorial

services and authorized the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.8 Information Technology Services

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

AND

2. Approved an extension of the agreement with Practical Data Solutions for information technology services and authorized the Mayor to execute the extension, subject to approval as to form by the City Attorney.

6.9 Landscape Architecture and Landscape Plan Review Services

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

AND

2. Approved an agreement with NUVIS for landscape architecture and landscape plan review services and authorized the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.10 General Municipal Election

1. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

AND

2. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 WITH THE PRESIDENTIAL GENERAL

ELECTION TO BE HELD ON THE SAME DATE, PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

AND

3. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

AND

4. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, PROVIDING FOR TIE VOTES AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 TO BE RESOLVED BY LOT, IN ACCORDANCE WITH CALIFORNIA ELECTIONS CODE SECTION 15651

- 6.11 Local Signal Synchronization Plan

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM

- 6.12 Fiscal Years 2020-30 Pavement Management Plan

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

- 6.13 Measure M2 Environmental Cleanup, Tier 1 Grant Program

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE “CITY-MAINTAINED CATCH BASINS FULL CAPTURE SYSTEMS RETROFIT PROJECT”

At Councilmember Conners’ request, City Manager Macon made comments reviewing Item 6.4.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Horne, and carried unanimously on a 4-0 vote with Councilmember Rainey absent, to approve Consent Calendar Item 6.4. This vote was conducted by roll call.

6.4 Coronavirus Aid, Relief, and Economic Security Act

1. Ratified the City Manager’s execution of a subrecipient agreement with the County of Orange for coronavirus relief funds for eligible expenses incurred by the City.

AND

2. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO THE ESTABLISHMENT OF A FEDERAL GRANTS PROGRAMS FUND AND APPROPRIATIONS FOR RELIEF FUNDS FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

**VII. PUBLIC HEARINGS**

7.1 Building, Planning, Encroachment, and Grading Permit Fees

City Manager Macon and Terry Madsen, ClearSource Financial Consulting, made a presentation and responded to related questions.

City Attorney Cosgrove responded to a question.

Councilmembers discussed the item.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES, AND ENCROACHMENT AND GRADING PERMIT FEES

This vote was conducted by roll call.

**VIII. CITY COUNCIL BUSINESS**

8.1 Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program

City Manager Macon made a presentation and responded to related questions.

City Attorney Cosgrove responded to a question.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF GENERAL FUND, CAPITAL PROJECTS FUND, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND, PROPOSITION 68 (2018) PER CAPITA FUND, STATE OF CALIFORNIA GRANTS FUND, AND LAGUNA WOODS CIVIC SUPPORT FUND APPROPRIATIONS, AND CLOSURE OF THE PROPOSITION 68 (2018) PER CAPITA FUND

AND

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A NEW 11-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2019-20 THROUGH 2029-30, IN CONFORMANCE WITH MEASURE M2 (OC GO) REQUIREMENTS AND APPLICABLE CITY POLICIES AND DISCRETION

AND

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING THE AUTHORIZED CITY

EMPLOYEE POSITIONS FOR FISCAL YEAR 2020-21 COMMENCING  
JULY 1, 2020 AND ENDING JUNE 30, 2021

AND

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA  
WOODS, CALIFORNIA, ADOPTING THE ANNUAL  
APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2020-  
21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, IN  
ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA STATE  
CONSTITUTION

This vote was conducted by roll call.

8.2 Marijuana Dispensaries Advisory Vote

City Manager Macon read email correspondence that was sent by Jim Fitzpatrick, titled “City Council Business – ITEM : 8.2 Marijuana Dispensaries Advisory Vote”, dated June 17, 2020 11:43 a.m. That correspondence is noted and included in the public record.

City Manager Macon noted that two nearly identical public comments were sent by Kandice Hawes via email. The longer of the two, which also included attachments, will be read. The other email correspondence is titled “Public comment on Cannabis Ballot Measure Agenda Item 8.2”, dated June 17, 2020 12:19 p.m. That correspondence is noted and included in the public comment.

City Manager Macon read email correspondence that was sent by Kandice Hawes, titled “Cannabis Ballot Measure Agenda Item 8.2”, dated June 17, 2020 12:16 p.m. That correspondence is noted and included in the public record.

Andrew (last name indistinguishable), on behalf of a labor organization, spoke in support of the proposed advisory vote and potential labor-related regulatory provisions should marijuana dispensary regulations be adopted in the future.

Councilmembers discussed the item.

Gene Inouye, Chief of Police Services, Orange County Sheriff’s Department, stated that the Sheriff’s Department opposes the operation of marijuana dispensaries.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA  
WOODS, CALIFORNIA, CALLING FOR THE PLACEMENT AND  
CONSOLIDATION OF ONE ADVISORY MEASURE (ADVISORY

VOTE) ON THE BALLOT FOR THE TUESDAY, NOVEMBER 3, 2020  
GENERAL MUNICIPAL ELECTION SEEKING VOTER OPINIONS  
REGARDING THE ESTABLISHMENT AND OPERATION OF  
MARIJUANA DISPENSARIES WITHIN LAGUNA WOODS

This vote was conducted by roll call.

Councilmembers discussed the item.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS AND ESTABLISHING A PROCESS FOR FILING WRITTEN ARGUMENTS AND REBUTTAL ARGUMENTS REGARDING THE ADVISORY MEASURE (ADVISORY VOTE) ON THE BALLOT FOR THE TUESDAY, NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION SEEKING VOTER OPINIONS REGARDING THE ESTABLISHMENT AND OPERATION OF MARIJUANA DISPENSARIES WITHIN LAGUNA WOODS

This vote was conducted by roll call.

8.3 City Council Meeting Schedule

City Manager Macon introduced the item and suggested that the City Council schedule a special meeting for June 25, 2020.

Councilmembers briefly discussed the item.

No action was taken.

Mayor Hatch commented on Item 8.2.

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

9.2 Orange County Fire Authority

9.3 Orange County Library Advisory Board

9.4 Orange County Mosquito and Vector Control District

- 9.5 San Joaquin Hills Transportation Corridor Agency
- 9.6 South Orange County Watershed Management Area
- 9.7 Other Comments and Reports

Mayor Pro Tem Horne provided a report regarding the Orange County Mosquito and Vector Control District and responded to a related question from Mayor Hatch.

Mayor Hatch provided a report regarding the Orange County Fire Authority.

Councilmember Moore stated that there had been no Orange County Library Advisory Board meeting since the last meeting and commented on a recent PFAS meeting that she attended.

Councilmember Connors stated that there had been no Coastal Greenbelt Authority meeting since the last meeting and commented on a recent OC Waste Management Commission meeting, including state requirements related to food waste. Councilmember Connors also commented on the Transportation Corridor Agencies (TCA), responded to the earlier TCA-related public comment, and responded to a related question from Mayor Hatch. Councilmember Connors also commented on the benefits of wearing face masks.

At Mayor Hatch’s request, City Manager Macon commented on current face covering requirements in Orange County.

- X. CLOSED SESSION** – None
- XI. CLOSED SESSION REPORT** – None
- XII. ADJOURNMENT**

The meeting was adjourned at 4:44 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, July 15, 2020, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, CMC, City Clerk

Approved: July 15, 2020

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NOEL HATCH, Mayor

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
SPECIAL MEETING  
June 30, 2020  
1:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

Mayor Hatch called the Special Meeting of the City Council of the City of Laguna Woods to order at 1:09 p.m.

**II. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Conners, Moore, Rainey, Horne, Hatch  
                                  ABSENT:   -

All Councilmembers participated via telephone as permitted by Governor Newsom’s Executive Order N-29-20 (dated March 17, 2020).

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, City Clerk Trippy

City Manager Macon, City Attorney Cosgrove, and City Clerk Trippy participated in-person at the meeting location.

**III. PLEDGE OF ALLEGIANCE**

Councilmember Conners led the pledge of allegiance.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1   Pride Month – June 2020

Mayor Hatch read the proclamation

Councilmembers made comments.

Moved by Councilmember Rainey, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve and present the proclamation. This vote was conducted by roll call.

City Manager Macon read email correspondence that was sent by Joyce Aquino, President of the Rainbow Club of Laguna Woods Village, titled “FW: Speech for Pride

Proclamation”, dated June 25, 2020 2:59 p.m. That correspondence is noted and included in the public record.

**V. PUBLIC COMMENT**

City Manager Macon read email correspondence that was sent by Alisha Saska, Community Legal Aid SoCal, titled “Letter for Public Comment”, dated June 23, 2020 1:21 p.m. regarding eviction lockouts. That correspondence is noted and included in the public record.

Councilmembers briefly responded and City Manager Macon answered a related question.

City Manager Macon read email correspondence that was sent by Michelle Schumacher, titled “TCA Toll Road Comments”, dated June 24, 2020 6:56 p.m. regarding the Transportation Corridor Agencies. That correspondence is noted and included in the public record.

Councilmembers briefly responded.

**VI. CONSENT CALENDAR**

Moved by Mayor Pro Tem Horne, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to approve Consent Calendar Item 6.1. This vote was conducted by roll call.

6.1 Fiscal Years 2019-21 Budget Adjustments

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF MOBILE SOURCE REDUCTION FUND AND MOBILE SOURCE REDUCTION - LOCAL GOVERNMENT PARTNERSHIP FUND APPROPRIATIONS, AND CLOSURE OF THE MOBILE SOURCE REDUCTION - LOCAL GOVERNMENT PARTNERSHIP FUND

**VII. CITY COUNCIL BUSINESS**

7.1 State of Local Emergency (COVID-19)

City Manager Macon made a presentation and responded to related questions. He stated that facts and figures had changed since the City Council last continued the existing local emergency proclamation, which speak to the proclamation’s ongoing need, including:

- The local emergency proclamation references morbidity and mortality statistics

from the World Health Organization. Those figures have increased from over four million persons infected with COVID-19, worldwide, as of May 11, 2020, to over 10 million persons infected, worldwide, as of June 29, 2020. Likewise, the number of people killed, worldwide, has increased from 278,892 to more than 499,913 over the same period of time.

- In Orange County, according to information provided by the Orange County Health Care Agency, the total number of COVID-19 cases has increased from 3,557 as of May 11, 2020 to 13,064 as of June 29, 2020. Countywide disease transmission is presently above California Department of Public Health thresholds with 109.2 cases per 100,000 people and 9.3% of individuals tested, testing positively. Approximately 29% of cases have been adults age 55 and older, and 16% adults age 65 and older. Despite accounting for approximately 29% of cases, adults age 55 and older account for approximately 88% of the 330 total COVID-19 deaths in Orange County. In Laguna Woods – where the average age as of the 2010 Census was nearly 78 – there have been 17 COVID-19 cases.
- On March 19, 2020, Governor Newsom issued a statewide “stay-at-home” order. That order remains in effect, although there has been some relaxing of certain provisions. California is currently in an expanded second stage with attestation of a four-stage process that will culminate in the end of the “stay-at-home” order. On June 29, 2020, the California Department of Public Health placed Orange County on its watch list of counties due to an increase in hospitalization, drivers of which were identified as a) community transmission from gatherings, b) workplace transmission, and c) outbreaks in non-medical congregate livings such as assisted living facilities, memory care facilities, etc.
- On March 22, 2020, President Trump approved a Major Disaster Declaration for the State of California. That Major Disaster Declaration remains in effect.

Councilmembers discussed the item.

Moved by Councilmember Moore, seconded by Councilmember Connors, and carried unanimously on a 5-0 vote, to adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONTINUING THE EFFECT OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY THAT WAS ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES ON MARCH 19, 2020 AND THEN RATIFIED AND CONTINUED IN EFFECT BY THE CITY COUNCIL ON MARCH 24, 2020 AND MAY 11, 2020, ON THE BASIS OF ONGOING NEED FOR 60 DAYS (THROUGH AUGUST 29, 2020) UNLESS TERMINATED PRIOR TO THAT DATE BY THE CITY COUNCIL, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8630

This vote was conducted by roll call.

## 7.2 Other Post-Employment Benefits (OPEB) Trust Fund

City Manager Macon made a presentation and responded to related questions.

Councilmembers discussed the item.

Moved by Councilmember Moore, seconded by Councilmember Rainey, and carried unanimously on a 5-0 vote, to adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A LUMP SUM CONTRIBUTION FROM THE GENERAL FUND TO THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND TO REACH AN 80% PREFUNDING LEVEL AS OF THE MOST RECENT ACTUARIAL VALUATION OF OPEB LIABILITY, AND MAKING RELATED AUTHORIZATIONS

This vote was conducted by roll call.

**VIII. CLOSED SESSION**

Prior to convening in closed session, an opportunity was provided for public comments on items appearing on the closed session agenda. No such public comments were received.

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

**IX. CLOSED SESSION REPORT**

The City Council reconvened in open session at 2:52 p.m. City Attorney Cosgrove stated that there was no reportable action under California Government Code Section 54957(b)(1).

**X. ADJOURNMENT**

The meeting was adjourned at 2:53 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, July 15, 2020, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, CMC, City Clerk

Approved: July 15, 2020

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NOEL HATCH, Mayor

**6.2**  
**CITY TREASURER'S REPORT**

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**City of Laguna Woods**  
**City Treasurer's Report**  
 For the Month Ended June 30, 2020

ITEM 6.2

**CASH AND INVESTMENTS**

	Beginning Balances As of 5/31/20	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 6/30/20	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
<b>Cash and Cash Equivalents</b>							
Analyzed Checking Account (Note 1)	\$ 246,559	\$ 941,486	\$ (297,432)	\$ -	\$ 890,613	7.36%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 4)	\$ 9,991	\$ 6,443	\$ (10,144)	\$ -	\$ 6,290	0.05%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 12,141	\$ 5,840	\$ (6,443)	\$ -	\$ 11,538	0.10%	
Petty Cash	\$ 1,358	\$ 1,142	\$ (1,134)	\$ -	\$ 1,366	0.01%	
<b>Total Cash and Cash Equivalents</b>	<b>\$ 270,049</b>	<b>\$ 954,911</b>	<b>\$ (315,153)</b>	<b>\$ -</b>	<b>\$ 909,807</b>	<b>7.51%</b>	<b>100.00%</b>
<b>Pooled Money Investment Accounts</b>							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 6,944,663	\$ -	\$ (550,000)	\$ -	\$ 6,394,663	52.81%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 2,149,839	\$ -	\$ -	\$ -	\$ 2,149,839	17.75%	
<b>Total Pooled Money Investment Accounts</b>	<b>\$ 9,094,501</b>	<b>\$ -</b>	<b>\$ (550,000)</b>	<b>\$ -</b>	<b>\$ 8,544,501</b>	<b>70.57%</b>	<b>90.00%</b>
<b>Investments - Interest and Income Bearing</b>							
Certificates of Deposit (fair value) (Note 2 and 4)	\$ 2,651,203	\$ -	\$ -	\$ 2,854	\$ 2,654,057	21.92%	
<b>Total Investments - Interest and Income Bearing</b>	<b>\$ 2,651,203</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,854</b>	<b>\$ 2,654,057</b>	<b>21.92%</b>	<b>30.00%</b>
<b>TOTAL</b>	<b>\$ 12,015,754</b>	<b>\$ 954,911</b>	<b>\$ (865,153)</b>	<b>\$ 2,854</b>	<b>\$ 12,108,366</b>	<b>100.00%</b>	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (802,366)	\$ 1,692,979	\$ 890,613
Cash Balances, MBS Account	\$ 6,290	\$ -	\$ 6,290
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 11,538	\$ -	\$ 11,538
Petty Cash	\$ 1,366	\$ -	\$ 1,366
LAIF	\$ 6,394,663	\$ -	\$ 6,394,663
OCIP	\$ 2,149,839	\$ -	\$ 2,149,839
Certificates of Deposit	\$ 2,654,057	\$ -	\$ 2,654,057
<b>Totals</b>	<b>\$ 10,415,386</b>	<b>\$ 1,692,979</b>	<b>\$ 12,108,366</b>

(See NOTES on Page 3 of 3)



**City of Laguna Woods**  
**City Treasurer's Report**  
 For the Month Ended June 30, 2020

ITEM 6.2

**CASH AND INVESTMENTS**

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
<b>Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)</b>														
38148PTD9	2017-6	GOLDMAN SACHS BANK USA	36 months	11/16/17	11/22/17	245,000	246,913	245,000	2.050	Semi-Annual	05/22/18	Green*	2.050	11/23/20
61747ML58	2018-1	MORGAN STANLEY BK N A SALT LAKE	36 months	02/14/18	02/22/18	100,000	101,597	100,000	2.600	Semi-Annual	08/22/18	Green***	2.600	02/22/21
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	249,726	245,000	2.700	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	252,306	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	60 months	05/19/17	05/19/17	100,000	104,142	98,288	2.470	Semi-Annual	11/19/17	Green***	2.400	05/19/22
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	261,626	245,000	3.250	Monthly	11/05/18	Green***	3.250	10/05/22
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	271,119	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	265,922	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	271,984	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	265,362	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	257,860	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
59013KGJ9	2020-2	MERRICK BANK	60 months	03/24/20	03/31/20	100,000	105,499	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
Accrued Interest - Month End							11,538							
<b>Total CDs</b>						<b>2,500,000</b>	<b>2,665,595</b>	<b>2,498,288</b>						

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

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

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

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

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

**Government Pooled Money Investment Accounts (PMIA) (Notes 2 and 3)**

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	6,394,663	6,394,663	6,394,663	Pending	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	2,149,839	2,149,839	2,149,839	Pending	N/A	N/A	N/A	N/A	N/A
<b>Total PMIA</b>						<b>8,544,501</b>	<b>8,544,501</b>	<b>8,544,501</b>						

(See NOTES on Page 3 of 3)



**City of Laguna Woods**  
**City Treasurer's Report**  
 For the Month Ended June 30, 2020

**CASH AND INVESTMENTS**

	Beginning Balances As of 5/31/20	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 6/30/20
<b>Other Post-Employment Benefits (OPEB) Trust</b>					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 105,636	\$ -	\$ (7)	\$ 1,899	\$ 107,528
<b>Total Other Funds - Held in Trust</b>	<u>\$ 105,636</u>	<u>\$ -</u>	<u>\$ (7)</u>	<u>\$ 1,899</u>	<u>\$ 107,528</u>

**Notes:**

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect June 2020 vendor invoicing processed after the date of this report.

Note 2 - During June 2020, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to the LAIF account and withdrew \$550,000 for cash flow purposes. The balance includes an adjustment in the amount of \$10,615.43 to report balances at fair market value as of June 2019. The fair market value as of June 2020 is currently not available.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of \$8,597.30 to report balances at fair market value as of June 2019. The fair market value as of June 2020 is currently not available.

Investments / There were no maturities or purchases of investments. Investments were adjusted in the amount of \$2,853.90 to report balances at fair market value as of June 2020.

OPEB Trust / The City made a \$19,529 contribution to the OPEB Trust on June 30, 2020 that will be reflected in the next Treasurer's Report. The OPEB Trust experienced a net gain of \$1,891.94 in June 2020.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported June 2020 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0	N/A	See Notes	July 2020	Total pool interest for June 2020 was 1.217% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$3,446	February 2020	See Notes	See Notes	The OCIP June 2020 statement had not been received at the time of this report; balance reported is as of May 31, 2020. Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at May 31, 2020 was \$8,338.04. May 2020 interest rate was 1.276% and fees were 0.059%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$6,442.95 and transferred out \$10,144.08 in cash balances to the City's checking account in June 2020. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City's portfolio also has \$11,537.90 in accrued interest, not yet vested.

**City Treasurer's Certification**

I, Elizabeth Torres, City Treasurer, do hereby certify:

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

  
 Elizabeth Torres, City Treasurer

7/9/20  
 Date

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**6.3**  
**WARRANT REGISTER**

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CITY OF LAGUNA WOODS  
WARRANT REGISTER  
7/15/2020

ITEM 6.2

This Report Covers the Period 6/01/2020 through 6/30/2020

Date	Vendor Name	Description	Amount
<b>Debit</b>			
<i>Automatic Bank Debits</i>			
06/02/2020	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / May 2020	89.68
06/02/2020	BUSINESS PLANS	Employee Benefit Program / May 2020	1.21
06/03/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 5/22/2020	1,488.46
06/08/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/08/2020	2,857.41
06/08/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/08/2020	1,769.62
06/11/2020	ADP TAX	Payroll Taxes / Pay Period Ended 06/05/2020	9,033.96
06/11/2020	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 06/05/2020	20,251.90
06/11/2020	CALPERS - HEALTH	Employee Benefit Program / June 2020	6,907.86
06/12/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 6/05/2020	1,488.46
06/12/2020	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 05/08/2020 and 5/22/2020	359.70
06/12/2020	U.S. BANK	Bank Service Charges / May 2020	143.01
06/17/2020	BUSINESS PLANS	Employee Benefit Program / June 2020	416.67
06/22/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/22/2020	2,857.41
06/22/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/22/2020	1,814.83
06/23/2020	BUSINESS PLANS	Employee Benefit Program / June 2020	283.39
06/25/2020	ADP TAX	Payroll Taxes / Pay Period Ended 06/19/2020	8,632.21
06/25/2020	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 06/19/2020	18,877.12
06/26/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 6/19/2020	1,488.46
06/30/2020	BUSINESS PLANS	Employee Benefit Program / June 2020	172.83
<b>Check</b>			
<b>Number</b>			
<i>Warrants:</i>			
3945	06/04/2020	360 BUSINESS CONSULTING	200.00
3946	06/04/2020	AT&T	209.81
3947	06/04/2020	AT&T	1,644.12
3948	06/04/2020	AT&T	40.13
3949	06/04/2020	BALLIET, MICHAEL	3,038.75
3950	06/04/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	17,618.87
3951	06/04/2020	CALIBER SIGNS & IMAGING INC	294.77
3952	06/04/2020	CITY OF LAGUNA BEACH	9,425.00
3953	06/04/2020	CLEARSOURCE FINANCIAL	2,100.00
3954	06/04/2020	EL TORO WATER DISTRICT	3,174.64
3955	06/04/2020	GLENDA ROSEN	22.00
3956	06/04/2020	OBR ARCHITECTURE, INC.	27,000.00
3957	06/04/2020	PETTY CASH	-
3958	06/04/2020	PROTEL COMMUNICATIONS, INC	299.00
3959	06/04/2020	RUBBER STAMP CHAMP	45.79
3960	06/04/2020	STAPLES	275.74
3961	06/04/2020	TEAM ONE MANAGEMENT SERVICES	1,534.22
3962	06/04/2020	U.S. BANK	1,312.39
3963	06/09/2020	CIVIL SOURCE	500.00
3963	06/09/2020	CIVIL SOURCE	1,762.88
3964	06/11/2020	AT&T	4.48

CITY OF LAGUNA WOODS  
WARRANT REGISTER  
7/15/2020

ITEM 6.2

This Report Covers the Period 6/01/2020 through 6/30/2020

Date	Vendor Name	Description	Amount	
3965	06/11/2020	BOUTWELL FAY LLP	Legal Services / May 2020	85.00
3966	06/11/2020	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / May 2020	582.00
3967	06/11/2020	CAPTIONING UNLIMITED	Closed Captioning / May 2020	400.00
3968	06/11/2020	COUNTY OF ORANGE - SHERIFF	Automated Fingerprint ID System / June 2020	784.00
3969	06/11/2020	DELL MARKETING L.P.	Computer Equipment	3,266.64
3970	06/11/2020	FOREST PRINTING & COPYING INC	Printing Services	4,987.75
3971	06/11/2020	HINDERLITER DE LLAMAS & ASSOCIATES	Sales & Use Tax Consulting Services / 4th Quarter 2018	750.00
3972	06/11/2020	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / May 2020	356.25
3973	06/11/2020	LAGUNA CONSTRUCTION & BUILDER, INC.	Emergency City Hall COVID-19 Virus-Prevention Plexiglas Work	15,600.00
3974	06/11/2020	MICHAEL BAKER INTERNATIONAL	Planning Services / April 2020	7,808.75
3975	06/11/2020	OFFICE DEPOT	Office Supplies / May 2020	15.61
3976	06/11/2020	PARK CONSULTING GROUP, INC	Software Implementation Services / May 2020	3,281.25
3977	06/11/2020	PETTY CASH	Replenish Petty Cash / Drawer Increase	-
3978	06/11/2020	RICHARDS, WATSON & GERSHON	Legal Services / April 2020	41,481.15
3979	06/11/2020	RICOH USA, INC.	Copier Usage / May 2020	141.60
3980	06/11/2020	SOUTHERN CALIFORNIA EDISON	Electric Services / May 2020	5,286.46
3981	06/11/2020	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / May 2020	1,510.83
3982	06/11/2020	SUNSET PROPERTY SERVICES	Street Sweeping Services / May 2020	2,832.00
3983	06/11/2020	THE GAS COMPANY	Gas Service - City Hall / May 2020	15.78
3984	06/11/2020	WILLDAN ENGINEERING	Code Enforcement Services / May 2020	1,740.00
3985	06/11/2020	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / May 2020	1,305.00
3986	06/19/2020	AT&T	Telephone / 583-1105 / May 2020	20.89
3987	06/19/2020	CALIFORNIA YELLOW CAB	Taxi Voucher Services / May 2020	158.00
3988	06/19/2020	CSG CONSULTANTS INC	Building Plan Check Services / May 2020	1,147.50
3989	06/19/2020	MARK LITTLE	Cancelled Permit Refund	72.00
3990	06/19/2020	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / May 2020	10,395.73
3991	06/19/2020	WILLDAN ENGINEERING	Building Official Services / May 2020	12,300.00
3992	06/25/2020	BALLIET, MICHAEL	Waste Management Consulting Services / May 2020	1,572.50
3993	06/25/2020	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan / May - June 2020	200.00
3994	06/25/2020	CAPTIONING UNLIMITED	Closed Captioning / June 2020	400.00
3995	06/25/2020	KONE INC.	City Hall Elevator Maintenance / June 2020	225.00
3996	06/25/2020	PETTY CASH	Replenish Petty Cash / Drawer Increase	-
3997	06/25/2020	PRACTICAL DATA SOLUTIONS	IT Support Services / April - May 2020	6,118.69
3998	06/25/2020	RED HAWK FIRE & SECURITY, LLC	Fire & Security System Maintenance / May 2020	1,100.00
3999	06/25/2020	SIEMENS MOBILITY, INC.	Traffic Maintenance / May 2020	1,174.00
4000	06/25/2020	WYNEMA WATSON	Taxi Voucher Refund	210.00
4001	06/30/2020	CALPERS - OPEB TRUST	Prefund Contribution to Other Post-Employment Benefits (OPEB) Trust	19,529.00
			<b>Total Bank Debits and Warrants:</b>	<b>\$ 290,083.78</b>

**Petty Cash Expenditures Paid Out** (See Note 2)

Nadia Cook Reimbursement / Recorded Documents

\$57.00  
**Total Petty Cash:** \$57.00

**TOTAL** \$ 290,140.78

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
7/15/2020**

This Report Covers the Period 6/01/2020 through 6/30/2020

Date	Vendor Name	Description	Amount
<b>NOTES:</b>			
Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of June 2020, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and Rainey.			
Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished.			
Note 3 - The table below summarizes credit card expenditures paid via Check #3962 to U.S. Bank totaling \$1,312.39:			
	The Webstaurant Store	City Hall Lobby Signs and Frame Set (COVID-19)	\$412.41
	GoDaddy.com	Website SSL Certificate Renewal	\$591.98
	GoTo Meeting	Video Conferencing Software	\$288.00
	Secretary of State	Civic Support Fund Statement Filing	\$20.00
<b>Total Credit Card Reimbursement:</b>			<b>\$1,312.39</b>

**Administrative Services Director/City Treasurer's Certification**

I, Elizabeth Torres, Administrative Services Director / City Treasurer, do hereby certify:

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

  
 \_\_\_\_\_  
 Elizabeth Torres, Administrative Services Director/City Treasurer

7/9/20  
 \_\_\_\_\_  
 Dated

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**6.4**  
**FISCAL YEARS 2019-21 BUDGET**  
**ADJUSTMENTS**

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**RESOLUTION NO. 20-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF MOBILE SOURCE REDUCTION FUND APPROPRIATIONS

**WHEREAS**, the Fiscal Years 2019-21 Budget (“Budget”) was adopted by the City Council on June 26, 2019; and

**WHEREAS**, City Council action is required to increase fund-level budget appropriations adopted as a part of the Budget; and

**WHEREAS**, due to the impacts of COVID-19, the City has incurred unanticipated, telecommuting costs for City staff; and

**WHEREAS**, the Mobile Source Reduction Fund contains Assembly Bill 2766 Motor Vehicle Subvention Program funds, which can be used to support telecommuting costs that allow employees to work from home with quantifiable emission reductions due to the employees not making trips to the worksite; and

**WHEREAS**, it is necessary for the City Council to increase Fiscal Year 2019-20 appropriations for the Mobile Source Reduction Fund in the amount of \$1,581, with the appropriations drawn from the unassigned Mobile Source Reduction Fund balance, to enable the use of such funds.

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

**SECTION 1.** Section 2 of Resolution No. 19-13, as previously amended by Resolution nos. 19-22, 19-23, 20-05, 20-08, 20-12, 20-13, 20-14, 20-23, and 20-30, is hereby amended, in its entirety, to read as follows:

The budget appropriations authorized, on a fund level, are:

## Fiscal Year 2019-20

	<i>Fiscal Year 2019-20 Adopted Budget</i>	<i>Fiscal Year 2019-20 Carryover Appropriations</i>	<i>Fiscal Year 2019-20 Approved Budget Amendments</i>	<i>Fiscal Year 2019-20 Amended Budget</i>
<i>General Fund Group (all appropriations drawn from the General Fund)</i>				
General Fund	\$5,957,243	-	\$120,603 <sup>A,G, J</sup>	\$6,077,846
General Fund (Interfund Transfers to Capital Projects Fund)	\$411,161	-	\$170,719 <sup>O</sup>	\$581,880
Capital Projects Fund	\$411,161	\$111,030 <sup>1</sup>	\$170,719 <sup>B, D, K, L</sup>	\$692,910
<i>Special Revenue Funds<sup>E</sup></i>				
Fuel Tax	\$677,769	\$35,319 <sup>2</sup>	\$59,046 <sup>H, I</sup>	\$772,134
Road Maintenance & Rehabilitation Program	\$275,000	-	-	\$275,000
Measure M2 (OC Go)	\$260,270	-	-	\$260,270
Supplemental Law Enforcement Services	\$154,100	-	-	\$154,100
Mobile Source Reduction	\$7,500	-	\$1,581 <sup>P</sup>	\$9,081
Mobile Source Reduction - Local Government Partnership	-	-	-	-
PEG/Cable Television	\$5,000	-	-	\$5,000
Senior Mobility	\$175,000	-	-	\$175,000
Community Development Block Grant (CDBG)	\$145,700	-	-	\$145,700
Proposition 68 (2018) Per Capita	\$118,884	-	-	\$118,884
Federal Grants <sup>M</sup>	-	-	\$147,095 <sup>N</sup>	\$147,095
State of California Grants <sup>C, F</sup>	-	-	-	-
Laguna Woods Civic Support Fund	\$12,025	-	-	\$12,025
<b>TOTAL</b>	<b>\$8,610,813</b>	<b>\$146,349</b>	<b>\$669,763</b>	<b>\$9,426,925*</b>

\* Includes \$581,880 in interfund transfers from the General Fund to the Capital Projects Fund.

<sup>A</sup> Fund Budget Adjustment CC-19/20-01: CalPERS Lump Sum Payments, +\$101,092 (R 19-22)

<sup>B</sup> Fund Budget Adjustment CC-19/20-02: Capital Improvements, +\$180,000 (R 19-23)

<sup>C</sup> Fund Budget Adjustment CC-19/20-03: Establish New Fund, +\$0 (R 19-23)

<sup>D</sup> Fund Budget Adjustment CC-19/20-04: Capital Improvements, +\$7,925 (R 20-05)

<sup>E</sup> Revision of Special Revenue Funds Classifications (R 20-05)

<sup>F</sup> Revision of Fund Name (R 20-05)

<sup>G</sup> Fund Budget Adjustment CC-19/20-05: Traffic Cabinets, +\$33,307 (R 20-08)

<sup>H</sup> Fund Budget Adjustment CC-19/20-06: Traffic Cabinets, +\$19,558 (R 20-08)

ITEM 6.4 – Attachment A

- <sup>I</sup> Fund Budget Adjustment CC-19/20-07: Capital Improvement, +\$39,488 (R 20-12)
- <sup>J</sup> Fund Budget Adjustment CC-19/20-08: Non-Operating Project, -\$13,796 (R 20-13)
- <sup>K</sup> Fund Budget Adjustment CC-19/20-09: Capital Improvement, +\$27,978 (R 20-13)
- <sup>L</sup> Fund Budget Adjustment CC-19/20-10: Capital Improvement, -\$45,184 (R 20-13)
- <sup>M</sup> Fund Budget Adjustment CC-19/20-11: Establish New Fund, +\$0 (R 20-14)
- <sup>N</sup> Fund Budget Adjustment CC-19/20-12: CARES Act, +\$147,095 (R 20-14)
- <sup>O</sup> Fund Budget Adjustment CC-19/20-13: Correction to Account for Previously Approved Interfund Transfers from the General Fund to the Capital Projects Fund, +\$170,719 (R 20-23)
- <sup>P</sup> Fund Budget Adjustment CC-19/20-14: Telecommuting, +\$1,581 (R 20-XX)
- <sup>1</sup> General Fund Carryover Appropriations: “A Place for Paws” Dog Park Relocation Project, \$26,200. City Hall Refurbishment & Safety Project: Phase 1 (Construction), \$84,830.
- <sup>2</sup> Fuel Tax Fund Carryover Appropriations: Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, \$31,151. Water Efficient Median Improvement Project (El Toro Road between Calle Sonora and Moulton Parkway, Moulton Parkway between South City Limit and Calle Aragon, Santa Maria Avenue Shared Median) (Design), \$4,168.

Fiscal Year 2020-21

	<i>Fiscal Year 2020-21 Adopted Budget</i>	<i>Fiscal Year 2020-21 Carryover Appropriations</i>	<i>Fiscal Year 2020-21 Approved Budget Amendments</i>	<i>Fiscal Year 2020-21 Amended Budget</i>
<i>General Fund Group (all appropriations drawn from the General Fund)</i>				
General Fund	\$5,885,157	-	(\$138,737) <sup>II</sup>	\$5,746,420
General Fund (Interfund Transfers to Capital Projects Fund)	\$210,280	-	\$210,000 <sup>HH, II</sup>	\$420,280
Capital Projects Fund	\$210,280	-	\$210,000 <sup>AA, II</sup>	\$420,280
<i>Special Revenue Funds<sup>DD</sup></i>				
Fuel Tax	\$350,974	-	-	\$350,974
Road Maintenance & Rehabilitation Program	\$275,000	-	-	\$275,000
Measure M2 (OC Go)	\$204,988	-	-	\$204,988
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	\$42,500	-	\$50,000 <sup>JJ</sup>	\$92,500
Mobile Source Reduction - Local Government Partnership	\$50,000	-	(\$50,000) <sup>JJ</sup>	Fund Closed
PEG/Cable Television	\$77,000	-	-	\$77,000
Senior Mobility	\$175,000	-	-	\$175,000
Community Development Block Grant (CDBG)	\$150,000	-	\$33,713 <sup>II</sup>	\$183,713
Proposition 68 (2018) Per Capita	\$81,116	-	(\$81,116) <sup>II</sup>	Fund Closed

Continued from page 3	<i>Fiscal Year 2020-21 Adopted Budget</i>	<i>Fiscal Year 2020-21 Carryover Appropriations</i>	<i>Fiscal Year 2020-21 Approved Budget Amendments</i>	<i>Fiscal Year 2020-21 Amended Budget</i>
Federal Grants <sup>GG</sup>	-	-	-	-
State of California Grants <sup>BB, EE</sup>	-	-	\$925,000 <sup>CC, FF,</sup> II	\$925,000
Laguna Woods Civic Support Fund	-	-	\$24,408 <sup>II</sup>	\$24,408
<b>TOTAL</b>	<b>\$7,870,395</b>	<b>-</b>	<b>\$1,183,268</b>	<b>\$9,053,663*</b>

\* Includes \$210,000 in interfund transfers from the General Fund to the Capital Projects Fund.

<sup>AA</sup> Fund Budget Adjustment CC-20/21-01: Capital Improvements, +\$235,000 (R 19-23)

<sup>BB</sup> New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-03 (R 19-23)

<sup>CC</sup> Fund Budget Adjustment CC-20/21-02: Capital Improvements, +\$500,000 (R 19-23)

<sup>DD</sup> Revision of Special Revenue Funds Classifications in Prior Fiscal Year (R 20-05)

<sup>EE</sup> Revision of Fund Name in Prior Fiscal Year (R 20-05)

<sup>FF</sup> Fund Budget Adjustment CC-20/21-03: SB 2 Planning Grants Program, +\$160,000 (R 20-05)

<sup>GG</sup> New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-11 (R 20-23)

<sup>HH</sup> Fund Budget Adjustment CC-20/21-04: Correction to Account for Previously Approved Interfund Transfers from the General Fund to the Capital Projects Fund, +\$235,000 (R 20-23)

<sup>II</sup> Fund Budget Adjustment CC-20/21-05: Mid-Term/COVID-19 Adjustment Plan (R 20-23)  
General Fund, -\$138,737

Capital Projects Fund, -\$25,000 (with interfund transfer from General Fund)

Community Development Block Grant (CDBG) Fund, +\$33,713

Proposition 68 (2018) Per Capita Fund, -\$81,116, Fund Closed

State of California Grants Fund, +\$265,000

Laguna Woods Civic Support Fund, +\$24,408

<sup>JJ</sup> Fund Budget Adjustment CC-20/21-07: Fund Closure and Rebudgeting (R 20-30)

Mobile Source Reduction Fund, +\$50,000

Mobile Source Reduction - Local Government Partnership Fund, -\$50,000, Fund Closed

The budget appropriations authorized by this section reflect the Fiscal Years 2019-21 adopted budgets, plus authorized budget adjustments approved between July 1, 2019 and the date of this amendment. The budget appropriations authorized by this section also include carryovers of approved, but unspent, budget appropriations from prior fiscal years. Such carryovers were approved by the City Council with the adoption of the current budget and/or pursuant to Administrative Policy 2.9.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

\_\_\_\_\_  
NOEL HATCH, Mayor

ATTEST:

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

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2020, by the following vote:

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

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

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**RESOLUTION NO. 20-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADJUSTING THE ASSIGNED RESERVE BALANCES FOR THE PAID LEAVE CONTINGENCY RESERVE AND THE GENERAL FUND CONTINGENCY RESERVE FOR FISCAL YEAR 2020-21

**WHEREAS**, the Fiscal Years 2019-21 Budget (“Budget”) was adopted by the City Council on June 26, 2019; and

**WHEREAS**, the Budget includes contingency funds for paid leave, self-insurance, and General Fund purposes; and

**WHEREAS**, in accordance with Administrative Policy 2.9, the Budget was adopted with an overall target for committed and assigned reserves in an amount equal to 50% of the adopted General Fund revenue budget for Fiscal Year 2020-21, based on information available as the adoption of the Budget; and

**WHEREAS**, subsequent to the adoption of the Budget and, due in large part to the impacts of COVID-19, the General Fund revenue budget for Fiscal Year 2020-21 was reduced from \$6,047,100 to \$5,726,800, which would allow for the modification of the overall target for committed and assigned reserves pursuant to Administrative Policy 2.9; and

**WHEREAS**, due to the reduction of the General Fund revenue budget for Fiscal Year 2020-21 being caused, in large part, by temporary circumstances of an extraordinary nature, staff recommends retaining the existing overall target for committed and assigned reserves of \$3,023,550, which equals approximately 52.8% of the adopted General Fund revenue budget; and

**WHEREAS**, in accordance with Administrative Policy 2.9, the Budget was adopted with an estimate of the assigned reserve balance for the Paid Leave Contingency Reserve for Fiscal Year 2020-21, subject to finalization by City Council action after fiscal-year-end calculations are available; and

**WHEREAS**, fiscal-year-end calculations for the Paid Leave Contingency Reserve are now available and staff has recommended a reduction in its assigned reserve balance for Fiscal Year 2020-21, based on actual accrued paid leave balances for City employees as of June 30, 2020; and

**WHEREAS**, in accordance with Administrative Policy 2.9, adjustment of the assigned reserve balance for the Paid Leave Contingency Reserve also affects the assigned reserve balance for the General Fund Contingency Reserve; and

**WHEREAS**, the assigned reserve balance adjustments recommended by staff would reduce and finalize the assigned reserve balance for the Paid Leave Contingency Fund for Fiscal Year 2020-21 by \$782 and increase the assigned reserve balance for the General Fund Contingency Fund for Fiscal Year 2020-21 by \$782, with no change to total assigned reserves for Fiscal Year 2020-21.

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

**SECTION 1.** Section 3 of Resolution No. 19-13 is hereby amended, in its entirety, to read as follows:

The General Fund assigned reserves authorized are:

	<i>Fiscal Year 2019-20</i>	<i>Fiscal Year 2020-21</i>
Paid Leave Contingency Reserve	\$99,158	\$98,376
Self-Insurance Contingency Reserve	\$50,000	\$50,000
General Fund Contingency Reserve	\$2,820,142	\$2,875,174
<b>TOTAL</b>	<b>\$2,969,300</b>	<b>\$3,023,550</b>

Assigned reserves shall be maintained, administered, and expended in accordance with Administrative Policy 2.9.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

\_\_\_\_\_  
NOEL HATCH, Mayor

ATTEST:

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

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2020, by the following vote:

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

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

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## **6.5 CATCH BASIN MAINTENANCE SERVICES**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
G2 CONSTRUCTION, INC.  
FOR CATCH BASIN MAINTENANCE SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 20th day of July 2020 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and G2 Construction, Inc. ("CONSULTANT").

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 20, 2020 and ending at 11:59 p.m. on June 30, 2023. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2024.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

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

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

## ITEM 6.5

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

## ITEM 6.5

CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

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

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

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

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

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

**SECTION 11. NONDISCRIMINATION.**

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

**SECTION 12. UNAUTHORIZED ALIENS.**

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

**SECTION 13. CONFLICTS OF INTEREST.**

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

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

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

## ITEM 6.5

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents,

## ITEM 6.5

officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

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

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

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

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

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

## ITEM 6.5

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

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

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

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

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

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

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

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

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

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

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

ITEM 6.5

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

**SECTION 23. NOTICES.**

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

To CITY: City of Laguna Woods  
Attn: City Manager  
24264 El Toro Road  
Laguna Woods, CA 92637

To CONSULTANT: G2 Construction, Inc.  
ATTN: President/CEO  
1352 E. Borchard Avenue  
Santa Ana, CA 92705

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

**SECTION 24. AUTHORITY TO EXECUTE.**

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

**SECTION 25. BINDING EFFECT.**

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

**SECTION 26. MODIFICATION OF AGREEMENT.**

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

**SECTION 27. WAIVER.**

## ITEM 6.5

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

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

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

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

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

### **SECTION 30. ENTIRE AGREEMENT.**

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

### **SECTION 31. SEVERABILITY.**

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

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

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

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

**CITY OF LAGUNA WOODS:**

By \_\_\_\_\_  
Noel Hatch, Mayor

**CONSULTANT:**

By \_\_\_\_\_  
John Alvarado, President/CEO

**APPROVED AS TO FORM:**

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

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

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

**Prevailing Wage:**

**ALL SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed on the project by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,17733.1".

**California Department of Industrial Relations:**

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

**California Contractors State License Board (CSLB):**

CONSULTANT shall maintain an A – General Engineering Contractor License from the CSLB in good standing in full force and effect at all times during the term of this AGREEMENT.

CONSULTANT shall provide catch basin maintenance services only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for catch basin maintenance services.

CITY shall notify CONSULTANT of the need for "Regular Service" at least 10 business days in advance. "Regular Service" shall include the inspection, cleaning, and removal of waste from specified catch basins and catch basin filter inserts. "Regular Service" may be scheduled Monday through Friday (excluding Federal holidays) between the hours of 9 a.m. and 4 p.m.

CITY shall notify CONSULTANT of the need for "Emergency Service" less than 10 business days in advance and CONSULTANT shall provide such "Emergency Service" beginning no more than 24-hours' from its receipt of CITY's notice, unless an alternate timeframe is agreed to by both CITY and CONSULTANT. "Emergency Service" shall include inspection, cleaning, and removal of waste from specified catch basins and catch basin filter inserts. "Emergency Service" may be required at any time, Monday through Friday (including Federal holidays).

General Requirements

- *Encroachment Permit.* At all times during services, CONSULTANT shall hold, in full force and effect, an encroachment permit from CITY (CITY shall waive fees). Issuance of the encroachment permit shall include submittals required by CITY including, at a minimum, a traffic control plan. CONSULTANT shall not close or impede more than one lane of vehicle traffic per street direction at a time.
- *Traffic Control.* CONSULTANT shall provide all traffic control services and devices (e.g., cones, delineators, signage, and flaggers) as required by CITY encroachment permit and otherwise deemed necessary for the safe conduct of services.
- *Water Quality Best Management Practices (BMPs).* To the extent that water quality BMPs exist for all or a portion of the services provided, CONSULTANT shall implement them to the maximum extent practical and necessary, and as required by CITY. CITY's Water Quality BMP Fact Sheets are available at [www.ocwatersheds.com](http://www.ocwatersheds.com) and may change, from time-to-time, at CITY's sole discretion.
- *Confined Space Entry.* CONSULTANT shall comply with all applicable laws regarding the entry of any person into any confined space including, but not limited to, regulations and other requirements set forth by the California Division of Occupational Safety and Health.
- *Field Inspections and Laboratory Analysis.* CITY shall reserve the right to inspect service activities to verify that CONSULTANT is performing in full compliance with the terms of this AGREEMENT, CITY encroachment permit, and water quality BMPs, or for any other purpose at CITY's sole discretion. CITY shall also reserve the right to sample sediment (less debris) or any other material from catch basins during CONSULTANT's work to verify that the sediment does not meet the United States Environmental Protection Agency's hazardous waste criteria, or for any other purpose at CITY's sole discretion.
- *Reporting – Immediate.* CONSULTANT shall immediately report evidence of illegal discharges (e.g., dumping, spills, abandoned oil containers, etc.) or illicit connections (e.g., pipes, hoses, etc.) to any catch basin to CITY via telephone and email.
- *Reporting – Routine.* CONSULTANT shall complete CITY's Catch Basin Maintenance Form (Exhibit "D") for each service date and photograph the interior and exterior of each catch basin before and after each service (collectively, "records"). Exterior photographs shall clearly show each catch basin's thermoplastic stencil and catch basin ID painted stencil. CONSULTANT shall submit records to CITY no later than 30 calendar days following the date of each service, electronically. CITY will not make payments until all required records are received. All photographs must contain a camera-embedded date stamp (not a manually added date stamp).

Other Notes

- CONSULTANT acknowledges and agrees that CITY reserves the right to modify, replace (like-for-like or otherwise), or remove catch basin filter inserts at any time during the term of this AGREEMENT, at its sole discretion.

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

*Table B-1: Compensation Schedule – As-Needed Services*

<b>Service Type</b>	<b>Regular Rate</b>	<b>Holiday Rate*</b>
Regular Service	\$50 per catch basin	\$50 per catch basin
Emergency Service	\$55 per catch basin	\$55 per catch basin

\* “Holiday Rate” shall apply to the following holidays only: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. CONSULTANT shall obtain CITY’s authorization prior to providing any services for which “Holiday Rate” shall be incurred.

**Rate Changes**

The rates set forth in Table B-1 shall not change during the term of this AGREEMENT nor through June 30, 2024 (if the term of this AGREEMENT is extended through that date).

**Other Notes**

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

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

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

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

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

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

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

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

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

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

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

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

## ITEM 6.5

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

## ITEM 6.5

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.

**EXHIBIT "D"**  
**CATCH BASIN MAINTENANCE FORM**

<b>CITY OF LAGUNA WOODS</b>									
<b>CATCH BASIN MAINTENANCE FORM</b>									
Date of Service:									

*IF MAINTENANCE OCCURS OVER MORE THAN ONE DAY, COMPLETE A SEPARATE FORM FOR EACH DAY.*

Type of Service:     Regular     Emergency

Catch Basin ID Number	Thermoplastic Stencil Requires Repair? (Yes or No or Missing)	Catch Basin ID Painted Stencil Requires Repair? (Yes or No or Missing)	Filter Insert(s) Requires Repair? (Yes or No or None Present)	Cleaning Method (vacuum, manual, or sweeper)	Total Volume Removed during Cleaning (cu ft)	Waste Removal			
						% Sediment	% Organic	% Trash & Debris	% Other (specify)

*INTERIOR AND EXTERIOR PHOTOGRAPHS OF EACH CATCH BASIN BEFORE AND AFTER EACH SERVICE MUST BE ATTACHED TO THIS FORM. EXTERIOR PHOTOGRAPHS MUST CLEARLY SHOW THE THERMOPLASTIC STENCIL AND CATCH BASIN ID PAINTED STENCIL. ALL PHOTOGRAPHS MUST CONTAIN A CAMERA-EMBEDDED DATE STAMP (NOT A MANUALLY ADDED DATE STAMP).*

**CERTIFICATION**

I certify under penalty of law that the report was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to execute this document on behalf of the company.

Print Name:									
Title:									
Company Name:									
Address:									
Telephone Number:									
Signature:									
Date:									

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**6.6**  
**OPERATIONAL AREA AGREEMENT**

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# Orange County Operational Area Agreement



of the County of Orange  
and Political Subdivisions

January 2020

Orange County Operational Area Agreement

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## Orange County Operational Area Agreement

**I. Recitals**

**OPERATIONAL AREA AGREEMENT  
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

**THIS AGREEMENT** is entered into this 19<sup>th</sup> day of May, 2020, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

**WHEREAS**, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

**WHEREAS**, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

**WHEREAS**, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

**WHEREAS**, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

**NOW THEREFORE**, the Parties hereto agree as follows:

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## Orange County Operational Area Agreement

**Section One. Operational Area Establishment****1.1 Operational Area Established**

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

**1.2 Local Authority**

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

## Orange County Operational Area Agreement

**Section Two. Operational Area Council, Executive Board and Subcommittees****2.1 Operational Area Signatory Council**

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.<sup>1</sup> The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

**2.1.1 Membership**

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

**2.1.2 Responsibilities**

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

**2.1.3 Representatives Meeting**

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

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<sup>1</sup> Title 19 California Code of Regulations Section 2409

## Orange County Operational Area Agreement

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

### **2.2 Operational Area Executive Board**

#### **2.2.1 Membership**

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

#### *Executive Board Members*

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

#### *Terms, Alternates and Voting*

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

## Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

### *Operational Area Executive Board Chair and Vice-Chair*

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

### *Meetings*

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

### **2.2.2 Responsibilities**

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

### *Policy and Operational Area Emergency Operations Plan*

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

### *Mutual Aid Plans and Agreements*

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

### *Laws, Rules, Legislation and Regulation*

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

## Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

### *Operational Area Executive Board Emergency Advisory Capacity*

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

### **2.2.3 Subcommittees and Working Groups**

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

## **2.3 Orange County Emergency Management Organization**

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEMO. OCEMO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

### **2.3.1 Membership**

The entire OCEMO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEMO Bylaws.

#### *Signatory Members*

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting.

## Orange County Operational Area Agreement

### *Collaborative Members*

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

### *Associate Members*

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

### **2.3.2 Responsibilities**

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

#### *Operational Area Plans, Annexes, and Standard Operating Procedures*

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

#### *Training and Exercises*

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

#### *Public Education and Outreach*

- Coordinate the development of public education and whole community emergency preparedness programs.

#### *Legislation*

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

#### *Other*

- Other duties as assigned by the Executive Board.

### **2.3.3 OCEMO Leadership**

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

## Orange County Operational Area Agreement

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

### **2.3.4 Organization and Procedures**

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

### **2.3.5 Administrative Support**

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

## Orange County Operational Area Agreement

**Section Three. Responsibilities****3.1 Operational Area Jurisdiction Responsibilities**

Subdivisions of the OA have the responsibilities as set forth below:

*Participation*

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCCEMO.

*Cooperation*

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

*Emergency Management Program*

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

*Emergency Plan and Organization*

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

*Procedures*

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

*Training and Exercises*

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

*Emergency Assistance*

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

*Resource Lists*

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

## Orange County Operational Area Agreement

### *Critical Points of Contact*

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

### *Disaster Recovery and Financial Reimbursement*

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

## **3.2 County-Specific Responsibilities**

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

### *24-Hour Contact Point*

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

### *Operational Area Emergency Operations Center*

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

### *Initial EOC Activation Staffing*

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

## Orange County Operational Area Agreement

### *Disaster Recovery and Financial Reimbursement*

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

### *Operational Area Emergency Operations Plan and Annexes*

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

### *Operational Area Executive Board Support*

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

### *Subcommittee and Working Group Support*

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

## Orange County Operational Area Agreement

**Section Four. Operational Area Coordinator and Operational Area Manager****4.1 Operational Area Coordinator**

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

**4.1.1 Powers and Duties**

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

*Direction and Coordination*

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

*Operational Area Representative*

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

**4.2 Operational Area Manager**

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

**4.2.1 Powers and Duties**

The OA Manager shall have the following powers and duties:

*Administration of Operational Area Agreement*

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

*Staff to the Operational Area Executive Board*

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

## Orange County Operational Area Agreement

### *Daily Coordination and Assistance*

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

### *Notification of Emergency Operations Center Activation*

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

### *OCEMO Support*

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

### *Budget and Staffing*

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

### *After Action Reports*

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

### *Resource Coordination*

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

## Orange County Operational Area Agreement

**Section Five. Operational Area Response Systems****5.1 Operational Area Emergency Operations Plan**

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

**5.1.1 Compliance**

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

**5.1.2 Functional Assignments**

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

**5.1.3 Approval**

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

**5.2 Operational Area Emergency Operations Center****5.2.1 Location**

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

**5.2.2 Required Activation**

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

**5.2.3 Staff for the Operational Area Emergency Operations Center**

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

## Orange County Operational Area Agreement

**Section Six. Operational Area Finance****6.1 Operational Area Expenses and Revenues***Operational Area Administrative Expenses*

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

*Costs of Operational Area during Emergency Response and Recovery*

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

Orange County Operational Area Agreement

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

*Financial Reimbursement and Recovery Following Emergencies*

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

## Orange County Operational Area Agreement

**Section Seven. Operational Area Agreement Administration****7.1 Existing Agreements**

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

**7.2 Effective Date**

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

**7.3 Withdrawal**

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

**7.4 Indemnification**

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

**7.5 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**7.6 Interpretation**

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

## Orange County Operational Area Agreement

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

### **7.7 Ambiguities**

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

### **7.8 Amendment**

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

OPERATIONAL AREA AGREEMENT  
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

DATED: 5/19/20

County of Orange

(City or Jurisdiction)  
BY Michelle Steel

Michelle Steel, Chairwoman

County of Orange

ATTEST:

By: Robin Stieler  
Robin Stieler, Clerk of the Board  
County of Orange



Date 5/19/20

NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:

Donna Boston  
City/Jurisdiction  
Name  
County of Orange  
City/Jurisdiction  
2644 Santiago Canyon Road  
Address  
Silverado, CA 92676  
City/State/Zip  
714-628-7154  
FAX Number

APPROVED AS TO FORM:

Wendy J Phillips  
Wendy Phillips, Senior Deputy County Counsel  
County of Orange

Dated 5/26/20

Orange County Operational Area Agreement

ATTEST:

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

Date \_\_\_\_\_

NOTICE TO \_\_\_\_\_ TO BE GIVEN TO:

City/Jurisdiction

\_\_\_\_\_  
Name

\_\_\_\_\_  
City/Jurisdiction

\_\_\_\_\_  
Address

Chapter 3 City/State/Zip

\_\_\_\_\_  
FAX Number

APPROVED AS TO FORM:

*Wendy J. Phullysi*  
\_\_\_\_\_  
*Senior Deputy County Counsel*  
\_\_\_\_\_

*Orange County*  
\_\_\_\_\_

Dated *2/26/20*  
\_\_\_\_\_

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**7.1**

**ACCESSORY DWELLING UNIT REGULATIONS**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** July 15, 2020 Regular Meeting  
**SUBJECT:** Accessory Dwelling Unit Regulations

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## **Recommendation**

1. Receive staff report.  

AND
2. Open public hearing.  

AND
3. Receive public testimony.  

AND
4. Close public hearing.  

AND
5. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

## **Background**

An “accessory dwelling unit” (sometimes referred to as a granny flat, in-law unit, backyard cottage, or secondary unit), as defined by state law, is an attached residential dwelling unit located within a proposed or existing primary dwelling, including attached garages, storage areas, or similar uses, or an accessory structure, or a residential dwelling unit detached from a proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as where a separate single-family dwelling or a multi-family dwelling is or will be situated. Efficiency units and manufactured homes, as those terms are defined by state law, are also included within the definition of an accessory dwelling unit.

State law requires cities to either adopt ordinances that conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units, or apply the provisions of state law set forth therein. By adopting local ordinances, cities are able to exercise a limited amount of discretion to include additional provisions that would not otherwise apply.

The City Council adopted the existing accessory dwelling unit regulations in April 2019, pursuant to previous state requirements.

## **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on proposed accessory dwelling unit regulations (Attachment A). Staff recommends that the City Council initiate the adoption process for the proposed ordinance in order to ensure that regulations are clear and consistent with state law, as well as to adopt certain additional provisions as permitted by state law.

The following legislation was chaptered into state law subsequent to the City Council’s adoption of the existing accessory dwelling unit regulations:

- Senate Bill 13 (Accessory dwelling units.)
- Assembly Bill 68 (Land use: accessory dwelling units.)
- Assembly Bill 587 (Accessory dwelling units: sale or separate conveyance.)
- Assembly Bill 670 (Common interest developments: accessory dwelling units.)

- Assembly Bill 671 (Accessory dwelling units: incentives.)
- Assembly Bill 881 (Accessory dwelling units.)

Irrespective of whether or not the City Council adopts the proposed ordinance, state law requires the City to permit the development of accessory dwelling units that comply with applicable provisions of state law. The proposed ordinance would codify a local version of the State's regulations with the following additional provisions as permitted by California Government Code Section 65852.2:

- Limit accessory dwelling units to 850 square feet if they contain zero or one bedroom or 1,000 square feet if they contain more than one bedroom
- Limit a detached, new construction, accessory dwelling unit to not more than 800 square feet and a height of not more than 16 feet
- Limit attached accessory dwelling units to 1,200 square feet in total floor area and not more than 50% the size of the primary dwelling
- Require compliance with local building codes

The proposed ordinance does NOT:

- Require the development of accessory dwelling units; or
- Interfere with nor prohibit a private property owner or homeowners' association's ability to regulate or prohibit accessory dwelling units on lots for which they have such control. Existing state law requires homeowners' associations to comply with California Civil Code Section 4751 and California Government Code sections 65852.2 and 65852.22 as they apply to accessory dwelling units on lots zoned for single-family residential.

If the City Council takes the recommended action at today's meeting, the proposed ordinance would be agendized for a second reading and consideration of adoption at an upcoming meeting. The ordinance would take effect 30 days after adoption.

### **Environmental Review**

The proposed amendments and additions to the Laguna Woods Municipal Code are exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Government Code sections 65852.1 and 65852.2 et seq. It

can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any project that might implicate accessory dwelling unit considerations, any specific environmental effects would be speculative. The proposed amendments are further statutorily exempt from the provisions of the CEQA pursuant to Section 15282(h) of Title 14 of the California Code of Regulations, in that they constitute adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city in order to implement the provisions of California Government Code sections 65852.1 and 65852.2 as set forth in California Public Resources Code Section 21080.17.

**Fiscal Impact**

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

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

**ORDINANCE NO. 20-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

**WHEREAS**, state law requires cities to either adopt ordinances that conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units, or apply the provisions of state law set forth therein; and

**WHEREAS**, the City Council adopted accessory dwelling unit regulations on April 17, 2019 by Ordinance No. 19-02; and

**WHEREAS**, subsequent to the City Council’s adoption of Ordinance No. 19-02, the following legislation was chaptered into state law: Senate Bill 13, Assembly Bill 68, Assembly Bill 587, Assembly Bill 670, Assembly Bill 671, and Assembly Bill 881, California Statutes of 2019; and

**WHEREAS**, staff has recommended amendments of the Laguna Woods Municipal Code as set forth in the attached Exhibit A to this Ordinance (the “Code Amendments”) which, if adopted, would ensure that regulations are clear and consistent with state law, including the aforementioned legislation, as well as adopt certain additional provisions as permitted by California Government Code Section 65852.2; and

**WHEREAS**, the Community Development Director or his or her designee prepared an exhibit, including proposed language and terminology for the proposed Code Amendments and any additional information and documents deemed necessary for the City Council to take action, and such exhibit was available for public inspection at City Hall and, upon request, was supplied to all persons desiring a copy, at least 10 days prior to the scheduled City Council public hearing date; and

**WHEREAS**, on July 15, 2020, the City Council held a duly noticed public hearing on the proposed Code Amendments at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

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

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the Code Amendments are exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Government Code sections 65852.1 and 65852.2 et seq. It can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any project that might implicate accessory dwelling unit considerations, any specific environmental effects would be speculative. The proposed amendments are further statutorily exempt from the provisions of the CEQA pursuant to Section 15282(h) of Title 14 of the California Code of Regulations, in that they constitute adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city in order to implement the provisions of California Government Code sections 65852.1 and 65852.2 as set forth in California Public Resources Code Section 21080.17.

SECTION 3. Sections 13.06.010, 13.08.010, and 13.26.230 of the Laguna Woods Municipal Code are hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

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

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

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

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

PASSED, APPROVED AND ADOPTED this XX day of XX 2020.

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NOEL HATCH, Mayor

ATTEST:

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YOLIE TRIPPY, CMC, City Clerk

APPROVED AS TO FORM:

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DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 20-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2020, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2020 by the following vote to wit:

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

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YOLIE TRIPPY, CMC, City Clerk

**EXHIBIT A  
CODE AMENDMENTS**

***Section 13.06.010(b) (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to delete the following (deletions shown with **strikethrough**):***

~~(18) *Accessory dwelling unit:* An attached or a detached dwelling unit that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a separate single-family dwelling is situated. "Accessory dwelling unit" shall also include efficiency units, as defined in California Health and Safety Code § 17958.1, and manufactured homes, as defined in California Health and Safety Code § 18007.~~

***Section 13.06.010(d) (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following (additions shown with underlining):***

(17) *Accessory dwelling unit:* An attached residential dwelling unit located within a proposed or existing primary dwelling, including attached garages, storage areas, or similar uses, or an accessory structure, or a residential dwelling unit detached from a proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as where a separate single-family dwelling or a multi-family dwelling is or will be situated. This definition also includes “efficiency units,” as defined in California Health and Safety Code Section 17958.1, and “manufactured homes,” as defined in California Health and Safety Code Section 18007.

(18) *Accessory structure:* Shall have the same meaning as “accessory building” in Section 13.06.010(d)(15) of this Code.

(498) *Junior accessory dwelling unit:* A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior

accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

***Section 13.08.010 (“Intent and permitted uses”) of Chapter 13.08 (“Residential Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following (additions shown with underlining):***

	Districts			
Land Use Types	RMF	RC	RT	Code References
<u>Junior Accessory Dwelling Unit</u>	<u>P</u>	<u>P</u>	<u>P</u>	

***Section 13.26.230 (“Accessory dwelling units”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended and restated in its entirety to read as follows:***

**Sec. 13.26.230. - Accessory dwelling units.**

(a) *Purpose and intent.* The purpose and intent of this section is to provide for the development of accessory dwelling units, consistent with California Government Code sections 65852.150 and 65852.2, and other applicable law.

(b) *Applicability.* This section applies to all lots located within a residential zoning district that are occupied, or proposed to be occupied, with a single-family dwelling unit or multi-family dwelling unit. Nothing in this section shall interfere with nor prohibit a private property owner or homeowners’ association’s ability to regulate or prohibit accessory dwelling units on lots for which they have such control, unless such lots are zoned for single-family residential use that meets the requirements of California Government Code sections 65852.2 and 65852.22, in which case the provisions of California Civil Code Section 4751 shall apply.

(c) *Definitions.* For purposes of this section only, the following definitions, and the definitions set forth in California Government Code Section 65852.2, as may be amended from time to time, shall apply:

(05) *Housing organization* shall mean a bona fide nonprofit or not-for-profit organization that primarily does business or is involved in housing development, policy, or issues.

(10) *Living area* shall mean the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.

(15) *Lot* shall have the same meaning as set forth in Chapter 13.06 of this Code.

(20) *Passageway* shall mean a pathway that is unobstructed clear to the sky, extending from a street to one entrance of an accessory dwelling unit.

(25) *Proposed single-family dwelling* and *proposed primary dwelling* shall mean a single-family and/or primary dwelling that is the subject of a permit application filed with the City and that meets the requirements for City permitting.

(30) *Public transit* shall mean a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, or other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(35) *Tandem parking* shall mean a driveway or any other location on a lot where two or more automobiles are able to park lined up behind one another.

(d) *Regulatory considerations.* Accessory dwelling units that meet the requirements of this section shall not be considered by the City when calculating the allowable density for the lot upon which the accessory dwelling unit is located, and shall be deemed to be a residential use that is consistent with the General Plan and applicable zoning.

(e) *Review times.* Applications for accessory dwelling units shall be approved or disapproved within 60 calendar days after receiving a completed application.

(f) *Development standards for accessory dwelling units contained within the space of a proposed or existing single-family dwelling or accessory structure, or existing multifamily dwelling.*

(1) The following provisions apply to accessory dwelling units contained within the space of a proposed or existing single-family dwelling or accessory structure, or existing multifamily dwelling:

- a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary dwelling.
- b. Accessory dwelling units may be rented or leased separately from the primary dwelling, but must be for a period of more than 30 days.
- c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- d. Accessory dwelling units shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility, nor shall any related connection fee or capacity charge be imposed. This provision extends to local agencies, special districts, and water corporations.
- e. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling and may employ alternative methods for fire protection.

(g) *Development standards for attached or detached accessory dwelling units.*

(1) The following provisions apply to attached or detached accessory dwelling units:

- a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary dwelling.
- b. Accessory dwelling units may be rented or leased separately from the primary dwelling.

ITEM 7.1 – Exhibit A to Attachment A

c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

d. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling and may employ alternative methods for fire protection.

e. A local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility for accessory dwelling units, unless the accessory dwelling unit is contained within the space of an existing single-family dwelling. Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall not exceed the reasonable cost of providing service. Water and sewer charges must be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system.

f. The maximum square footage for an accessory dwelling unit, unless otherwise specified herein, is: (1) 850 square feet for an accessory dwelling unit with zero or one bedroom; or (2) 1,000 square feet for an accessory dwelling unit with more than one bedroom; and no more than 50 percent of the primary dwelling for an attached accessory dwelling unit. For attached accessory dwelling units that would exceed the 50 percent area of a primary dwelling threshold, the attached accessory dwelling unit may be a maximum of 800 square feet.

g. The accessory dwelling unit is no more than 16 feet in height.

h. The side and rear setbacks are at least 4 feet.

(h) *Parking requirements and exemptions.*

(1) Parking requirements for attached or detached accessory dwelling units are one parking space per unit or per bedroom, whichever is less. No parking spaces shall be required for accessory dwelling units converted from a demolished garage, carport, or covered parking structure of an existing single-family or multifamily dwelling or accessory structure.

(2) Accessory dwelling units are exempt from the parking requirements set forth in this section when any one or more of the following are true:

a. The accessory dwelling unit is located within one-half mile walking distance of public transit.

b. The accessory dwelling unit is located within an architecturally and historically significant historic district.

c. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

d. A car share vehicle is located within one block of the accessory dwelling unit.

(3) Required parking spaces for accessory dwelling units shall be permitted in setback areas in locations determined by the City or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(4) When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking is not required for the lost parking space(s).

(i) *Permitted accessory dwelling units.*

(1) CATEGORY 1: CONVERSIONS IN SINGLE-FAMILY DWELLINGS: Applications for one accessory dwelling unit contained within the space of proposed or existing a single-family

ITEM 7.1 – Exhibit A to Attachment A

residence or accessory structure shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling unit complies with applicable City building codes.
- b. The accessory dwelling unit complies with applicable provisions of Section 13.26.230(f) and 13.26.230(h) of this Code.
- c. Any expansion of space is limited to accommodating ingress and egress for the accessory dwelling unit and does not exceed 150 square feet.
- d. The accessory dwelling unit has independent exterior access from the existing residence.
- e. The accessory dwelling unit has side and rear setbacks sufficient for fire safety.

(2) **CATEGORY 2: DETACHED UNITS FROM SINGLE-FAMILY DWELLINGS:** Applications for the new construction of one detached accessory dwelling unit per lot with a proposed or existing single-family dwelling, which may be consolidated with an application for a junior accessory dwelling unit contained within the space of the proposed or existing single-family dwelling, shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling unit complies with applicable City building codes.
- b. The accessory dwelling unit complies with applicable provisions of sections 13.26.230(g) and 13.26.230(h) of this Code.
- c. The total floor area of the accessory dwelling unit does not exceed 800 square feet.

(3) **CATEGORY 3: CONVERSIONS IN MULTIFAMILY DWELLINGS:** Applications for multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, and garages) shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling units comply with applicable City building codes.
- b. The accessory dwelling units comply with applicable provisions of Section 13.26.230(f) and 13.26.230(h) of this Code.
- c. The number of accessory dwelling units within an existing multifamily dwelling structure shall not be more than 25 percent of the existing multifamily dwelling units.

(4) **CATEGORY 4: DETACHED UNITS FROM MULTIFAMILY DWELLINGS:** Applications for up to two detached accessory dwelling units per lot with an existing multifamily dwelling shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling units comply with applicable City building codes.
- b. The accessory dwelling units comply with applicable provisions of sections 13.26.230(g) and 13.26.230(h) of this Code.