

**CITY of LAGUNA WOODS  
CITY COUNCIL  
AGENDA**

Adjourned Regular Meeting  
Thursday, August 27, 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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FOR ADDITIONAL INFORMATION

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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

  
\_\_\_\_\_  
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**

#### **4.1 Citizenship Day & Constitution Week – September 17-23, 2020**

*Recommendation:* Approve and present the proclamation.

### **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 Fiscal Years 2019-21 Budget Adjustments

*Recommendation:* 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 PEG/CABLE TELEVISION FUND APPROPRIATIONS FOR THE “CITY HALL TELEVISION BROADCAST IMPROVEMENT PROJECT”

## 6.2 City Hall Janitorial Services

*Recommendation:* Approve an agreement with Omni Enterprise, Inc. for City Hall janitorial services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

## 6.3 Code Enforcement Services

*Recommendation:* Approve an extension of the agreement with Willdan Engineering for code enforcement services and authorize the Mayor to execute the extension, subject to approval as to form by the City Attorney.

## **VII. PUBLIC HEARINGS**

## **VIII. CITY COUNCIL BUSINESS**

### 8.1 State of Local Emergency (COVID-19)

*Recommendation:* 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, MAY 11, 2020, AND JUNE 30, 2020, ON THE BASIS OF ONGOING NEED FOR 60 DAYS (THROUGH OCTOBER 26, 2020) UNLESS TERMINATED PRIOR TO THAT DATE BY THE CITY COUNCIL, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8630

8.2 Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) Funding

*Recommendation:*

1. Authorize the City Manager to execute an agreement with the County of Orange to accept \$33,713 in Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) funding for the implementation of a COVID-19 Face Coverings Reimbursement Program to provide financial assistance to businesses and nonprofit organizations with direct costs as a result of purchasing and/or manufacturing face coverings for Laguna Woods residents and/or employees of Laguna Woods businesses, subject to approval as to form by the City Attorney.

AND

2. Authorize the City Manager to implement and administer a COVID-19 Face Coverings Reimbursement Program using Community Development Block Grant CARES Act (CDBG-CV) funding.

8.3 California Public Utilities Commission Tariff Rule 20A Allocation

*Recommendation:*

1. Approve a memorandum of understanding with the City of Newport Beach to transfer and assign the City of Laguna Woods' California Public Utilities Commission Tariff Rule 20A allocation balance as of August 4, 2020 (\$55,903) to the City of Newport Beach for an acquisition price of \$30,746.65, and to provide the City of Newport Beach with first right of refusal to purchase future Rule 20A allocations through July 1, 2022, and authorize the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

AND

2. Authorize the City Manager to request that Southern California Edison transfer and assign the entire balance of the City of Laguna Woods' California Public Utilities Commission Tariff Rule 20A allocation balance as of August 4, 2020 to and for the benefit of the City of Newport Beach, and provide any additional documentation or information that is reasonably requested by Southern California Edison to complete the transfer.

## **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 Connors; Alternate: Mayor Pro Tem Horne
- 9.2 Orange County Fire Authority  
Mayor Hatch
- 9.3 Orange County Library Advisory Board  
Councilmember Moore; Alternate: Councilmember Connors
- 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**

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Regular Meeting:                      Wednesday, September 16, 2020 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

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4.1

**CITIZENSHIP DAY & CONSTITUTION WEEK –  
SEPTEMBER 17-23, 2020**

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**Proclamation**  
**City of Laguna Woods**  
**Citizenship Day & Constitution Week**  
**September 17-23, 2020**

**WHEREAS**, September 17, 2020 is celebrated as Citizenship Day, a day in which new citizens are welcomed and our legacy as a nation of immigrants is recalled; and

**WHEREAS**, since the establishment of our nation, the richness of immigrant heritages and the diversity of social and cultural influences derived from them have been integral to the vitality, character, and strength of our communities and ideals, and remain today, with our ever increasing diversity, a source of inspiration and enrichment; and

**WHEREAS**, September 17, 2020 marked the 233<sup>rd</sup> anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, September 17-23 is celebrated each year as Constitution Week; and

**WHEREAS**, it is fitting and proper to recognize the magnificence of the Constitution, including the many freedoms, values, liberties, and rights enshrined therein; and

**WHEREAS**, Citizenship Day and Constitution Week are opportunities for Americans to reaffirm the principals and ideals that the Framers of the Constitution had in 1787.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim September 17, 2020 as “Citizenship Day” and September 17–23, 2020 as “Constitution Week” in the City of Laguna Woods and encourages individuals to reflect on that which makes our nation an abiding symbol of freedom and justice.

Dated this 27<sup>th</sup> day of August, 2020

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Noel Hatch  
Mayor

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Attest: Yolie Trippy, CMC  
City Clerk

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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:** August 27, 2020 Adjourned Regular Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the August 27, 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 August 27, 2020 Consent Calendar contains the following items:

- 6.1 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 PEG/Cable Television Fund appropriations for the “City Hall Television Broadcast Improvement Project”. The proposed resolution would increase Fiscal Year 2020-21 appropriations for the PEG/Cable Television Fund in the amount of \$24,000 to complete the project.

- 6.2 Approval of an agreement with Omni Enterprise, Inc. for City Hall janitorial 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 City Hall janitorial services was released on April 30, 2020 with proposals due no later than May 22, 2020. A total of nine proposals were received (Alliance Building Maintenance, Coastal Building Services, Commercial Building Maintenance Services, Green Global Environmental, Omni Enterprise, The Ritz Companies, Sunset Property Services, Team 1 Management, and Trinity Building Services). On June 17, 2020, the City Council awarded an agreement to Coastal Building Services that became effective on July 1, 2020. On August 19, 2020, Coastal Building Services exercised its discretion to terminate the agreement. While such termination would ordinarily take effect 60 days thereafter, staff and Coastal Building Services have agreed to an earlier termination date of 11:59 p.m. on August 28, 2020. Staff recommends that the City Council award an agreement to Omni Enterprise due to factors including, but not limited to, cost, experience, and understanding of the scope of work. Omni Enterprise has provided similar services for the City of San Clemente, Orange County Public Works, and the Orange County Social Services Agency.
- 6.3 Approval of an extension of the agreement with Willdan Engineering for code enforcement services and authorization for the Mayor to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for one year through June 30, 2021, as allowed by the existing agreement.

**6.1**  
**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 PEG/CABLE TELEVISION FUND APPROPRIATIONS FOR THE “CITY HALL TELEVISION BROADCAST IMPROVEMENT PROJECT”

**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**, the “City Hall Television Broadcast Improvement Project” is included in the Capital Improvement Program; and

**WHEREAS**, the existing “City Hall Television Broadcast Improvement Project” budget was established in an amount that was estimated as of May 2017, subject to the completion of improvement designs and equipment selection; and

**WHEREAS**, improvement designs and equipment selection for the “City Hall Television Broadcast Improvement Project” is substantially complete; and

**WHEREAS**, it is necessary for the City Council to increase Fiscal Year 2020-21 appropriations for the PEG/Cable Television Fund in the amount of \$24,000, with the appropriations drawn from the unassigned PEG/Cable Television Fund balance, to complete the “City Hall Television Broadcast Improvement Project”; and

**WHEREAS**, with the proposed Budget amendment, the total “City Hall Television Broadcast Improvement Project” budget would be \$99,000 (PEG/Cable Television Fund); and

**WHEREAS**, the unassigned PEG/Cable Television Fund balance has sufficient funds to accommodate the increased appropriations.

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, 20-30, and 20-33, and 20-35, 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>	-	-	-	-

Continued from page 2	<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>
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)

<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 20-33)

<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

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>
<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	-	\$24,000 <sup>LL</sup>	\$101,000
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
Federal Grants <sup>GG</sup>	-	-	\$200,554 <sup>KK</sup>	\$200,554
State of California Grants <sup>BB, EE</sup>	-	-	\$925,000 <sup>CC, FF, II</sup>	\$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>\$1,407,822</b>	<b>\$9,278,217*</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  
<sup>KK</sup> Fund Budget Adjustment CC-20/21-08: CARES Act, +\$200,554 (R 20-35)  
<sup>LL</sup> Fund Budget Adjustment CC-20/21-09: Television Broadcast Improvement, +\$24,000 (R 20-XX)

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 an adjourned 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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**6.2**  
**CITY HALL JANITORIAL SERVICES**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
OMNI ENTERPRISE, INC.  
FOR CITY HALL JANITORIAL SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 29th day of August 2020 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Omni Enterprise, 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 August 29, 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

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

(b) No later than the 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

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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.**

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(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,

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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.**

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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.**

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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:          Omni Enterprise, Inc.  
   ATTN: President  
   1420 E. Edinger Avenue, Ste #225  
   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.**

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

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

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

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

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

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

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

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

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

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

This AGREEMENT, its provisions, and its covenants, are for the sole and exclusive benefit of CITY and CONSULTANT. No other parties or entities are intended to be, nor shall 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 \_\_\_\_\_  
Dante Perez, President & Secretary

**APPROVED AS TO FORM:**

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

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

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

CONSULTANT shall provide janitorial services for Laguna Woods City Hall ("City Hall") located at 24264 El Toro Road, Laguna Woods, CA 92637. City Hall is approximately 7,910 square feet and includes a combination of office space, conference rooms, public meeting areas, restrooms, and a break room. Temporary accommodations that are located on the same parcel as City Hall, if ever utilized by CITY, shall also be covered by this AGREEMENT without the right for CONSULTANT to seek to renegotiate this AGREEMENT or modify the rates set forth in EXHIBIT "B" of this AGREEMENT, provided that the total square footage of all areas for which services are provided does not exceed 8,000 square feet and all areas are limited to office space, conference rooms, public meeting areas, restrooms, and break rooms.

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

CONSULTANT shall provide the following services:

**A. Daily Service (TO OCCUR EVERY WEDNESDAY BETWEEN 6 P.M. AND 11:59 P.M., EVERY SUNDAY ANY TIME, AND AS REQUESTED BY CITY)**

- *Baby Diaper Changing Station:* Wipe down all hard surfaces with a damp cloth and dry. Clean, disinfect\*, and remove all spills and soiling.
- *Carpet Spot Cleaning:* Check all carpeted areas for new dirty spots, stains, and gum and, if found, treat with a carpet spot cleaning solution.
- *Carpeted Floors:* Vacuum all carpeted areas free of all visible debris including, but not limited to, areas underneath furniture, underneath mats, and behind doors.
- *Cobwebs.* Remove all cobwebs from corners, ceilings, and window frames.
- *Drinking Fountains:* Clean and disinfect\* all metal surfaces and touch points, including orifices, drains, and push bars. Remove all smudges, fingerprints, marks, streaks, and other visible soil from the drinking fountains.
- *Elevator:* Vacuum the carpeted floor of the elevator. Clean all buttons (inside and outside of the elevator car), control panels, and metal railings with an appropriate solution to remove smudges, fingerprints, marks, streaks, and other visible soil.
- *Interior Surfaces:* Remove smudges, fingerprints, marks, streaks, and other visible soil from all washable hard surfaces inside City Hall including, but not limited to, mirrors, light switches, doors, door handles, door frames, telephone stations, and display cases.

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- *Lobbies and Entrances:* Clean all glass doors (inside and outside) with an appropriate solution to remove smudges, fingerprints, marks, and streaks. Vacuum all door mats.
- *Non-Carpeted Floors:* Vacuum or sweep all non-carpeted floors free of all visible debris including, but not limited to, areas underneath furniture, underneath mats, and behind doors. Damp-mop and dry all non-carpeted floors with an appropriate solution to remove visible debris.
- *Restrooms:* Clean and disinfect\* all sinks, counters, receptacles, dispensers, partitions, fiberglass reinforced plastic (FRP)-covered walls, toilets, urinals, fixtures, and metal surfaces. Clean all mirrors and metal surfaces with an appropriate solution to remove smudges, fingerprints, marks, and streaks. Mop and clean all non-carpeted floors with an appropriate solution to remove fecal matter, urine, bodily fluids, and visible debris. Refill all soap dispensers and paper dispensers.
- *Tables, Counters, and Desks:* Remove all non-permanent stains, spots, spills, and marks from desktops, counters, tables, cabinets, bookshelves, and other hard surfaces. Cleaning shall not be of such a degree as to remove the finish or leave abrasive marks.
- *Waste Receptacles and Shredders:* Empty all waste receptacles and shredders and return the same to the locations in which they were found. Clean the interior and exterior of all waste receptacles and the walls/surfaces next to waste receptacles. Replace all waste receptacle liners after each cleaning.
- *Irregularities.* Leave written notice for City staff of all irregularities observed during the performance of daily service (e.g., defective plumbing fixtures, electrical problems, burned-out lights, breakage or damage to light bulbs, missing supplies).
- *Setup of City Council Chambers.* Setup, rearrange, or stack in designated locations, tables and chairs in the City Council Chambers as requested by CITY.

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

### **B. Monthly Service (TO OCCUR ONE CONSISTENTLY SCHEDULED WEEKDAY PER MONTH BETWEEN 6 P.M. AND 11:59 P.M. AND AS REQUESTED BY CITY – CONSULTANT TO PROVIDE CITY WITH A SCHEDULE FOR MONTHLY SERVICE)**

- *Air Conditioner Supply Vents, Returns, and Exhaust Fan Grills:* Clean all dust, dry soil, particles, and other visible debris from vents, returns, and grills, as well as from walls and ceiling areas adjacent to vents, returns, and grills.
- *Balcony:* Sweep or mop and dispose of all debris on the second-floor balcony.
- *Blinds and Shutters:* Clean all dust, dry soil, and other visible debris from all blinds and shutters. Return all slats and cords to the position in which they were prior to cleaning.
- *Dusting:* Dust all surfaces including, but not limited to, doors, desktops, counters, tables, cabinets, bookshelves, hard surfaces of cubicle partitions, windowsills (interior and exterior, excluding second floor exterior), and wall-mounted artwork/plaques.

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- *Furniture:* Vacuum all upholstered furniture. Lift and vacuum underneath all removable cushions. Wipe down all vinyl and hard surfaces with a damp cloth and dry. Clean, disinfect\*, and remove all spills and soiling.
- *Microwave and Toaster Oven:* Clean all visible food residue, debris, and waste material.
- *Plexiglas Panels/Partitions:* Clean both sides of the Plexiglas panels/partitions at the first-floor public counter areas using one or more cleaning products appropriate for use on the surface for which it is used.
- *Refrigerator and Freezer:* Remove and dispose of all food and beverages (unless otherwise marked with the City's logo) from the refrigerator and freezer.
- *Stairwells:* Sweep or mop and dispose of all debris in both stairwells. Wipe down all railings with a damp cloth and dry.
- *Windows and Glass Doors:* Clean the interior surfaces and frames of all first- and second-floor windows and the exterior surfaces and frames of all first-floor windows with an appropriate solution to remove smudges, fingerprints, marks, and streaks. For this bullet, "windows" refers to all interior and exterior windows, including glass doors.
- *Irregularities.* Leave written notice for City staff of all irregularities observed during the performance of daily service (e.g., defective plumbing fixtures, electrical problems, burned-out lights, breakage or damage to light bulbs, missing supplies).

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

### **C. COVID-19 Disinfection Service (TO OCCUR EVERY MONDAY, TUESDAY, WEDNESDAY, THURSDAY, AND SUNDAY BETWEEN 6 P.M. AND 11:59 P.M. AND AS REQUESTED BY CITY)**

- *Disinfection:* Disinfect all of the following using one or more United States Environmental Protection Agency (EPA)-registered disinfectant products that has qualified for use against SARS-CoV-2, the novel coronavirus that causes COVID-19 (EPA List N):
  - First Floor
    - Public counters in main lobby area
    - Conference Room table and chairs with arms
    - Council Chambers conference table and chairs with arms
    - Council Chambers dais countertops and chairs with arms
    - Drinking fountains – all metal surfaces and touch points, including orifices, drains, and push bars
    - Burglar alarm keypad
  - Second Floor
    - Baby diaper changing station
  - Both Floors
    - Bathroom counters and all metal surfaces in bathrooms
    - Elevator buttons (inside and outside of the elevator car) and control panel

- Door handles (interior and exterior) and panic bars
- Light switches
- Stairwell railings

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

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

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

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

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

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

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

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

**Waste Disposal**

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

**Holiday Services and Schedule Modifications**

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

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

**Supplies and Equipment**

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

**On-Site Storage**

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

**Supervision of Work**

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

## ITEM 6.2

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

### **No Use of Office**

CONSULTANT shall not use any of City Hall's telephones, computers, or office equipment while providing services.

### **No Use of Amplified Sound**

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

### **Uniforms Required**

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

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

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

<b>Service<sup>1</sup></b>	<b>Regular Rate<sup>2</sup></b>	<b>Holiday Rate<sup>2, 3</sup></b>
Daily Service	\$80.00/per day	\$120.00/per day
Monthly Service	\$80.00/per day	\$120.00/per day
COVID-19 Disinfection Service	\$80.00/per day	\$120.00/per day
Emergency Service	\$25.00/per hour/per person	\$37.50/per hour/per person
Special Event Service	\$25.00/per hour/per person	\$37.50/per hour/per person
Supplies Purchased with Prior Written Authorization from CITY	Actual Cost + 10% mark-up (as evidenced by receipts)	

<sup>1</sup> CITY reserves the right to cancel any scheduled service by providing at least forty-eight (48) hours written notice to CONSULTANT. CONSULTANT shall not be compensated for such cancellations nor shall such cancellations change the rates set forth in Table B-1.

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

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

**Rate Changes**

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.

The rates set forth in Table B-1 shall not change based on CITY’s addition or modification of the number or type of workstations, chair mats, employees, or similar factors.

**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 6.2

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 6.2

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.

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## **6.3 CODE ENFORCEMENT SERVICES**

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**EXTENSION OF THE  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
WILLDAN ENGINEERING  
FOR CODE ENFORCEMENT SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on May 17, 2017 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Willdan Engineering ("CONSULTANT"), is made and entered into this 27th day of August 2020 by and among CITY and CONSULTANT.

**WHEREAS**, the initial term of the AGREEMENT was for the period between June 2, 2017 and 11:59 p.m. on June 30, 2019; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT for any applicable mutually agreeable period through a maximum of 11:59 p.m. on June 30, 2021; and

**WHEREAS**, the term of the AGREEMENT was previously extended for a period through 11:59 p.m. on June 30, 2020.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows, and by doing so, memorialize prior authorized terms of agreement and performance consistent with same from and after July 1, 2020 until the date of signing hereto:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2020 and ending at 11:59 p.m. on June 30, 2021 with no changes to the terms and conditions of the AGREEMENT.

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

**CITY OF LAGUNA WOODS:**

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

**CONSULTANT:**

By \_\_\_\_\_  
Patrick Johnson, Director of Building and Safety

**APPROVED AS TO FORM:**

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David B. Cosgrove, City Attorney

**8.1**  
**STATE OF LOCAL EMERGENCY (COVID-19)**

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**RESOLUTION NO. 20-XX**

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, MAY 11, 2020, AND JUNE 30, 2020, ON THE BASIS OF ONGOING NEED FOR 60 DAYS (THROUGH OCTOBER 26, 2020) UNLESS TERMINATED PRIOR TO THAT DATE BY THE CITY COUNCIL, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8630

**WHEREAS**, Laguna Woods Municipal Code Section 7.04.050 designates the City Manager as the City’s Director of Emergency Services; and

**WHEREAS**, Laguna Woods Municipal Code Section 7.04.060 authorizes the Director of Emergency Services, if the City Council is not in session, to issue a proclamation proclaiming the existence or threatened existence of a “local emergency”; and

**WHEREAS**, the Director of Emergency Services issued a proclamation of the existence of a local emergency on March 19, 2020 after having concluded that the introduction of the novel coronavirus (COVID-19) has created conditions of extreme peril warranting such a proclamation, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the proclamation of the existence of a local emergency triggers certain emergency provisions of state law (including, but not limited to, California Government Code sections 8631, 8632, and 8633 related to aid and assistance, as well as California Government Code Section 8634 related to orders and regulations) and the Laguna Woods Municipal Code (including, but not limited to, section 3.06.110 related to the suspension of purchasing and procurement requirements and 7.04.060(a)(9) related to powers of the Director of Emergency Services); and

**WHEREAS**, pursuant to California Government Code Section 8630, the state of local emergency proclaimed by the Director of Emergency Services shall remain in effect for a period of seven days from the effective date of that proclamation, unless it has been ratified by the City Council, in which case it shall extend for a period of no more than 60 days, and beyond such date as may be extended by the

City Council by review of the conditions giving rise to that proclamation, each 60 days thereafter, until conditions otherwise warrant; and

**WHEREAS**, on March 24, 2020, the City Council ratified the proclamation of the existence of a local emergency that was issued by the Director of Emergency Services on March 19, 2020, and continued the effect thereof on the basis of ongoing need for 60 days (through May 17, 2020) unless terminated prior to that date by the City Council, pursuant to California Government Code Section 8630; and

**WHEREAS**, on May 11, 2020, the City Council continued 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 on the basis of ongoing need for 60 days (through July 10, 2020) unless terminated prior to that date by the City Council, pursuant to California Government Code Section 8630; and

**WHEREAS**, on June 30, 2020, the City Council continued 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 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; and

**WHEREAS**, with detrimental impacts of COVID-19 continuing to be felt globally, nationally, and locally, the Director of Emergency Services continues to believe and has concluded that conditions of extreme peril remain and continue to warrant a proclamation of local emergency; and

**WHEREAS**, the City Council has reviewed the need for continuing the Director of Emergency Services' proclamation of the existence of a local emergency dated March 19, 2020, including the initial proclamation and other information regarding the current status and impacts of COVID-19.

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

**SECTION 1.** COVID-19 constitutes a local emergency as that term is defined in California Government Code Section 8558(c), in that COVID-19 has created conditions of extreme peril to the safety of persons within the territorial limits of Laguna Woods, caused by conditions which are or are likely to be beyond the control

of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat.

**SECTION 2.** 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, May 11, 2020, and June 30, 2020, is hereby continued in effect on the basis of ongoing need for 60 days (through October 26, 2020) unless terminated prior to that date by the City Council, pursuant to California Government Code Section 8630.

**SECTION 3.** 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 an adjourned 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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**CITY OF LAGUNA WOODS**

**PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY  
BY THE DIRECTOR OF EMERGENCY SERVICES**

**WHEREAS**, Laguna Woods Municipal Code Section 7.04.050 designates the City Manager as the City’s Director of Emergency Services; and

**WHEREAS**, Laguna Woods Municipal Code Section 7.04.060 authorizes the Director of Emergency Services, if the City Council is not in session, to issue a proclamation proclaiming the existence or threatened existence of a “local emergency”; and

**WHEREAS**, conditions of extreme peril to the safety of persons have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus (COVID-19); and

**WHEREAS**, COVID-19 continues to spread globally to a significant number of countries, infecting more than 191,100 persons and killing more than 7,800 individuals worldwide<sup>1</sup>; and

**WHEREAS**, due to the expanding list of countries with widespread transmission of COVID-19, and increasing travel alerts and warnings for countries experiencing community transmission issued by the Centers for Disease Control and Prevention (CDC), COVID-19 has created conditions that are likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat; and

**WHEREAS**, the President of the United States, the Governor of the State of California, and the County of Orange have declared that national, state, and local health emergencies exist; and

**WHEREAS**, the California Department of Public Health has issued statewide guidance recommending self-isolation for older adults and those who are at high risk for serious illness from COVID-19; and

**WHEREAS**, the CDC has also issued severe warnings regarding the spread of COVID-19 and the dangers it presents, particularly to senior populations and those with existing compromised health conditions; and

**WHEREAS**, the Orange County Health Officer has issued a countywide order substantially prohibiting public and private “gatherings”, as defined by the California Department of Public Health, and taking other actions deemed necessary to protect and preserve the public health from, and prevent, the increasing transmission of COVID-19 in California and the significant risk of widespread introduction and transmission of COVID-19 into Orange County<sup>2</sup>; and

**WHEREAS**, the Orange County Health Officer’s order makes a strong recommendation that all persons 65 years or older, or with a serious chronic medical condition, or with a compromised immune system, remain at home consistent with guidance provided by the California Department of Public Health; and

<sup>1</sup> World Health Organization, Coronavirus disease 2019 (COVID-19) Situation Report – 58, March 18, 2020.

<sup>2</sup> Amended Order and Guidance of the Orange County Health Officer [Revised 3/18/2020]

## ITEM 8.1 - Exhibit A to Attachment A

**WHEREAS**, a majority of Laguna Woods' population is 65 years or older or otherwise considered to be at high risk for serious illness from COVID-19, such that compliance with statewide and countywide guidance to self-isolate is likely to result in significant complications of the ability of such vulnerable populations to sustain their households and take advantage of important public services; and

**WHEREAS**, certain establishments located within Laguna Woods are required to temporarily close (e.g., gyms) or significantly modify their operations (e.g., food and beverage establishments, and grocery stores) as a result of the Orange County Health Officer's order; and

**WHEREAS**, COVID-19 is impacting the City's regular operations, resulting in reduced hours and service availability, workforce and work product disruption, and heightened protective measures; and

**WHEREAS**, the City's ability to mobilize resources, maintain services, coordinate interagency response, accelerate the purchase and procurement of vital goods and services, use mutual aid, and seek reimbursement by the federal and state governments will be critical to successfully responding to COVID-19; and

**WHEREAS**, executive orders, legislation, and guidance from federal, state, and county governments are being issued on a regular basis, calling for rapid implementation of response measures by the City, such that the City needs to have all means at its disposal to not only protect its residents and businesses, but to stay consistent with direction provided by other levels of government with jurisdiction over the City's activities; and

**WHEREAS**, the Director of Emergency Services believes and has concluded that the above-described conditions of extreme peril constitute a "local emergency" as that term is defined in California Government Code Section 8558(c) and warrant a proclamation of local emergency.

**NOW, THEREFORE**, pursuant to California Government Code Section 8630 and Laguna Woods Municipal Code Section 7.04.060, it is hereby proclaimed that a local emergency now exists in the city of Laguna Woods. Assistance and aid is required from federal, state, and county governments to the City, individuals, and businesses affected by this local emergency. This state of local emergency shall remain in effect for a period of seven (7) days from the effective date of this proclamation, unless it has been ratified by the City Council, in which case it shall extend for a period of no more than sixty (60) days, and beyond such date as may be extended by the City Council by review of the conditions giving rise to this proclamation, each sixty (60) days thereafter, until conditions otherwise warrant.



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Christopher Macon, City Manager  
Director of Emergency Services  
City of Laguna Woods

March 19, 2020  
Date

8.2

**COMMUNITY DEVELOPMENT BLOCK GRANT  
CORONAVIRUS AID, RELIEF, AND  
ECONOMIC SECURITY ACT (CDBG-CV)  
FUNDING**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** August 27, 2020 Adjourned Regular Meeting

**SUBJECT:** Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) Funding

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### **Recommendation**

1. Authorize the City Manager to execute an agreement with the County of Orange to accept \$33,713 in Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) funding for the implementation of a COVID-19 Face Coverings Reimbursement Program to provide financial assistance to businesses and nonprofit organizations with direct costs as a result of purchasing and/or manufacturing face coverings for Laguna Woods residents and/or employees of Laguna Woods businesses, subject to approval as to form by the City Attorney.

AND

2. Authorize the City Manager to implement and administer a COVID-19 Face Coverings Reimbursement Program using Community Development Block Grant CARES Act (CDBG-CV) funding.

### **Background**

The City participates in the Urban County Program, through which it is eligible to participate in the Community Development Block Grant (“CDBG”) Program administered by the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.), and the regulations promulgated thereunder (24 C.F.R.

§ 570 et seq.). Under the Urban County Program, the County of Orange receives and administers CDBG funding from HUD to support community development activities that meet at least one of the following national objectives: (i) benefiting low- and moderate-income persons; (ii) aiding in the prevention or elimination of slums or blight; and, (iii) addressing a need having a particular urgency.

Through the Urban County Program, the City has been allocated \$33,713 in CDBG funding made available by the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for purposes related to COVID-19. Those funds are referred to as “CDBG-CV funds.”

### **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on a proposed COVID-19 Face Coverings Reimbursement Program. A summary of the proposed program is included as Attachment A. Staff recommends that the City Council provide the requested authorizations to the City Manager in order to allow for the implementation and administration of the proposed program.

If the City Council takes the recommended action, staff would anticipate releasing a 30-day call for applications shortly after the CDBG-CV funding agreement with the County of Orange is executed. The time required to review applications would likely vary based on the nature and completeness of the applications received; however, staff would endeavor to complete an initial review of each application within 10 days. Funding recommendations would be forwarded to the City Council for review and consideration of approval.

### **Fiscal Impact**

All CDBG-CV funds would be used to provide reimbursements to businesses and nonprofit organizations that are awarded funding through the proposed COVID-19 Face Coverings Reimbursement Program. To maximize the direct public benefit of the CDBG-CV funds, existing staff and General Fund resources would be used to implement and administer the proposed program.

Attachment: A – Proposed CDBG-CV Scope of Services



**SCOPE OF SERVICES CDBG-CV  
CARES-ACT**

**1. Scope of Services**

**A. Activities:**

The Subrecipient will be responsible for administering CDBG-CV services/activities in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**B. HUD Matrix Code / Activity:**

05M - URG / Urgent Need - Activities that alleviate emergency conditions of recent origin which pose a serious and immediate threat to the health or welfare of the community in accordance with definitions, terms and conditions as specified in 24 CFR § 570.201(e) to prepare for, prevent and respond to the COVID-19 pandemic at public facilities.

**C. Project Title:**

COVID-19 Face Coverings Reimbursement Program

**D. Program Description:**

Numerous businesses and nonprofit organizations have incurred, and continue to incur, direct costs as a result of purchasing and/or manufacturing face coverings for Laguna Woods residents and/or employees of Laguna Woods businesses. The COVID-19 Face Coverings Reimbursement Program would provide financial assistance to those entities to offset the costs of providing face coverings to protect public health and continue economic activity.

ITEM 8.2 – Attachment A

Priority for reimbursements would be given to costs incurred between March 1 and May 8, 2020 (the date that California began moving into Stage 2 of modifying Governor Newsom’s stay-at-home order) and to face coverings purchased and/manufactured for Laguna Woods residents.

Costs for N95 masks and face shields would not be eligible for reimbursement.

The program is intended to provide reimbursement for cloth and single-use face coverings.

E. Project Need:

Face coverings have been recommended by federal, state, and county public health officials since early in the COVID-19 pandemic. Face coverings are currently required in Laguna Woods by order of the Orange County Health Officer. Reimbursing businesses and nonprofit organizations for direct costs incurred in purchasing and/or manufacturing face coverings for Laguna Woods residents and/or employees of Laguna Woods businesses would assist those entities with implementing applicable public health guidance, thereby protecting public health and promoting economic recovery by allowing for the continuance of business and other workforce operations.

F. Low/Mod Neighborhood Preservation/Community Benefits:

Prepare for, prevent and respond to the COVID-19 pandemic at public facilities especially those that are at risk.

G. Program Objectives and Outcomes Chart:

<u>Activity</u>	<u>Outputs</u>
People	Availability/Accessibility
<u>Performance Objectives</u>	<u>Performance Outcomes</u>
Suitable Living Environment	Availability/Accessibility

H. CDBG National Objective: LMA 570.201(e)

Outcomes

16,323 people

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8.3

**CALIFORNIA PUBLIC UTILITIES COMMISSION  
TARIFF RULE 20A ALLOCATION**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** August 27, 2020 Adjourned Regular Meeting

**SUBJECT:** California Public Utilities Commission Tariff Rule 20A Allocation

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### **Recommendation**

1. Approve a memorandum of understanding with the City of Newport Beach to transfer and assign the City of Laguna Woods' California Public Utilities Commission Tariff Rule 20A allocation balance as of August 4, 2020 (\$55,903) to the City of Newport Beach for an acquisition price of \$30,746.65, and to provide the City of Newport Beach with first right of refusal to purchase future Rule 20A allocations through July 1, 2022, and authorize the Mayor to execute the memorandum of understanding, subject to approval as to form by the City Attorney.

AND

2. Authorize the City Manager to request that Southern California Edison transfer and assign the entire balance of the City of Laguna Woods' California Public Utilities Commission Tariff Rule 20A allocation balance as of August 4, 2020 to and for the benefit of the City of Newport Beach, and provide any additional documentation or information that is reasonably requested by Southern California Edison to complete the transfer.

### **Background**

California Public Utilities Commission Tariff Rule 20A requires utilities to allocate monies to cities and unincorporated areas on an annual basis to “convert overhead electric and telecommunication facilities to underground electric facilities.” Rule

20A allocations are held on behalf of local agencies by the respective utility (in the City's case, Southern California Edison) until sufficient funds are available to complete one or more qualifying electric facility undergrounding projects. Local agencies may also exercise local discretion to transfer Rule 20A allocations to other local agencies for qualifying purposes. The terms and conditions of such transfers are subject to mutual agreement of the involved parties.

**Rule 20A allocation balances have no cash value to the City unless (1) used to complete a qualifying electric facility undergrounding project or (2) acquired by another local agency.** The City cannot use Rule 20A allocation balances for lighting or general purposes, nor does the City earn interest on their accumulation.

On June 20, 2018, the City Council approved a memorandum of understanding with the City of Laguna Beach that resulted in a transfer of the City's Rule 20A allocation balance as of April 5, 2018 (\$593,583) to the City of Laguna Beach for an acquisition price of \$326,470.65.

On July 17, 2019, the City Council approved a memorandum of understanding with the City of Newport Beach that resulted in a transfer of the City's Rule 20A allocation balance as of May 28, 2019 (\$34,959) to the City of Newport Beach for an acquisition price of \$19,227.45.

The City's Rule 20A allocation balance is \$55,903 as of August 4, 2020. That amount is less \$6,514 that was loaned to the City of Villa Park in 2011. It is anticipated that the City of Villa Park will continue to repay the loaned amount, plus \$40,000, through 2030, which will cause the City to receive temporarily higher annual allocations until then. The City's most recent annual allocation, excluding repayment by the City of Villa Park, was \$11,749 for the 2020 calendar year.

### **Discussion**

Today's meeting is an opportunity for City Council action, as well as public input, on a proposed memorandum of understanding with the City of Newport Beach related to a transfer and acquisition of the City of Laguna Woods' California Public Utilities Commission Tariff Rule 20A allocation balance (Attachment A). Staff recommends that the City Council approve the memorandum of understanding and authorize its execution in order to derive financial benefit and support electric facility undergrounding projects in the City of Newport Beach, which would be consistent with the intended purpose of Rule 20A allocations

The City has not established a capital improvement project for which to use Rule 20A funds. There is only one potential project involving undergrounding of approximately 3,100 linear feet of overhead electric lines that run within the City's public street right-of-way for Ridge Route Drive from Avenida de la Carlota to Peralta Drive, along the City's northwestern limits. Southern California Edison estimated that completing such a project would cost approximately \$1.7 million, as of November 2017. If the City were to pursue that project and wait to initiate work until it has accumulated a sufficient Rule 20A allocation balance to complete the entire project, it is likely that the project would not begin for at least 60 years, if not longer due to inflation and changes in construction costs.

In recent years, the City of Newport Beach has acquired Rule 20A allocation balances, at the same rate proposed for this acquisition (\$0.55 per allocated dollar), from the City of Mission Viejo. The City of Laguna Beach has also acquired Rule 20A allocation balances from the cities of Aliso Viejo, Covina, Indian Wells, Rancho Santa Margarita, and Sierra Madre at a rate of \$0.55 per allocated dollar. Both of the City's previous Rule 20A transfers (including last year's acquisition by the City of Newport Beach) have been at a rate of \$0.55 per allocated dollar.

The proposed memorandum of understanding includes language that would provide the City of Newport Beach with first right of refusal to purchase future Rule 20A allocations through July 1, 2022. The proposed memorandum of understanding would not obligate the City to transfer future allocations to the City of Newport Beach nor would it preclude the transfer of allocations to other jurisdictions at rates in excess of what the City of Newport Beach may be willing to match.

### **Fiscal Impact**

The proposed memorandum of understanding calls for the City of Newport Beach to acquire the City's Rule 20A allocation balance for \$30,746.65, or \$0.55 per allocated dollar. Those funds would be paid by the City of Newport Beach within 15 business days of the effective date of the memorandum of understanding, at which point they would be added to the City's unassigned General Fund balance.

Attachment: A – Proposed Memorandum of Understanding

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of August 25, 2020 ("Effective Date"), by and between the City of Newport Beach, a California municipal corporation and charter city, with its principal place of business at 100 Civic Center Drive, Newport Beach, CA 92660 ("Newport Beach") and the City of Laguna Woods, a California municipal corporation with its principal place of business at 24264 El Toro Road, Laguna Woods, CA 92637 ("Laguna Woods"). Newport Beach and Laguna Woods are sometimes individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

A. Electric utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities ("Rule 20A Funds").

B. Newport Beach is actively planning one or more projects to underground overhead electric facilities that qualify for the application of California Public Utilities Commission ("CPUC") Rule 20A Funds ("Projects"). Newport Beach desires to obtain an additional allocation of Rule 20A Funds to finance such Projects.

C. Southern California Edison ("SCE") currently has designated and dedicated a balance of **Fifty Five Thousand Nine Hundred and Three Dollars and 00/100 (\$55,903.00)** in Rule 20A Funds for the benefit of Laguna Woods ("Laguna Woods Allocation") and Laguna Woods currently has no active projects which can make use of the Laguna Woods Allocation.

D. Newport Beach desires to acquire, for consideration, the Laguna Woods Allocation to use in connection with the Projects, and Laguna Woods desires to transfer the Laguna Woods Allocation to Newport Beach to enable the Rule 20A Funds, which have been allocated to Laguna Woods, to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the Laguna Woods Allocation.

### AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Laguna Woods agrees to transfer and assign for use by Newport Beach, its rights and interest in the Laguna Woods Allocation to Newport Beach and Newport Beach agrees to acquire, for consideration, the Laguna Woods Allocation in accordance with the terms of this MOU. This MOU shall be subject to the approval of the City Council of Newport Beach and the City Council of Laguna Woods and shall become effective on the date when both such approvals have been obtained, as mentioned above as the Effective Date. Notwithstanding the foregoing, if this MOU has not become effective as of October 30, 2020, then either Party may terminate this MOU upon five (5) business day's written notice to the other Party without incurring any liability, costs or further obligations to the other Party or any third party.

2. Within fifteen (15) business days of the Effective Date, Newport Beach shall make a payment to Laguna Woods in the amount of **Thirty Thousand Seven Hundred Forty Six Dollars and 65/100 (\$30,746.65)** ("Acquisition Price"), which is equivalent to **Fifty-Five Cents (\$0.55) for every One Dollar (\$1.00)** of allocation. The Acquisition Price shall be made in immediately available funds via check or wire transfer to an account designated by Laguna Woods. The Acquisition Price shall constitute full consideration for the transfer and assignment of the Laguna Woods Allocation.

3. Within ten (10) business days of Laguna Woods' receipt of the Acquisition Price, Laguna Woods shall deliver a written request to SCE, with a copy to Newport Beach, making a formal request to transfer and assign the above-referenced balance of the Rule 20A Funds contained in the Laguna Woods Allocation to and for the benefit of Newport Beach. Laguna Woods shall cooperate in good faith with Newport Beach to provide any additional documentation or information that is reasonably requested by SCE to complete the transfer. Newport Beach acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the Laguna Woods Allocation for use in the Projects and that Laguna Woods has not made any representation or warranty to Newport Beach with respect to same. The actual use of the Laguna Woods Allocation by Newport Beach shall be subject to the rules and procedures adopted by SCE, CPUC and such other conditions or requirements as are set forth in the Public Utilities Code. Newport Beach may rescind the transaction before SCE approves the proposed Rule 20A transfer, for a period of one (1) year after the Effective Date of this MOU, and in the event of such rescission, Laguna Woods will return the Acquisition Price in full to Newport Beach within ten (10) business days of Newport Beach's written notification of rescission to Laguna Woods.

4. Laguna Woods agrees to provide Newport Beach first right of refusal to purchase future Rule 20A allocations between the Effective Date and July 1, 2022. If Laguna Woods intends to transfer its Rule 20A allocation within said dates it shall notify Newport Beach of fund availability and the proposed purchase price by another city if another city is proposing a purchase price higher than the purchase rate of **Fifty-Five Cents (\$0.55) for every One Dollar (\$1.00)** of Rule 20A Funds. If Newport Beach desires to acquire said allocations by matching the price proposed by another city, it shall respond within fifteen (15) business days of Laguna Woods's notification stating intent to purchase said allocations at the proposed purchase price. Newport Beach agrees to enter into an MOU with Laguna Woods to complete the transfer within 90 days of said notification to Laguna Woods.

5. Newport Beach shall indemnify, defend and hold harmless Laguna Woods, its elected officials, officers, employees and agents, from any claim, damage or liability arising in connection with the use of Rule 20A Funds from the Laguna Woods Allocation in connection with the construction of the Projects, including legal challenges of all types of natures, including but not limited to, administrative, judicial or legislative.

6. In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this MOU on ten (10) business day's written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law. Within ten (10) business days of

termination pursuant to this Section, Laguna Woods shall return to Newport Beach that portion of the Acquisition Price applicable to that portion of the Laguna Woods allocation not yet transferred by SCE to Newport Beach.

7. All notices to be given pursuant to this MOU shall be delivered in person or by commercial overnight delivery to the address of the Party set forth above and addressed to the City Manager of such Party and shall be effective upon receipt. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice.

8. This MOU shall be governed and construed in accordance with the laws of the State of California, and any action brought relating to this MOU shall be adjudicated in a court of competent jurisdiction in County of Orange.

9. Each Party shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all government entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

10. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

11. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

12. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

13. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this MOU, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party maybe entitled.

14. This MOU shall become effective when executed by all parties and may be executed in counterparts, any one of which shall be deemed to be an original instrument. Any proof of the MOU shall require production of only one such counterpart duly executed by the party to be charged therewith. PDF copy or facsimile copy of signatures shall be deemed original signatures.

15. Each Party signing this Agreement explicitly affirms and provides they have the power and authority to bind their respective Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

**CITY OF LAGUNA WOODS**

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

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Yolie Trippy, City Clerk

Dated: \_\_\_\_\_

Approved as to form:

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

Dated: \_\_\_\_\_

**CITY OF NEWPORT BEACH**

By: \_\_\_\_\_  
Grace K. Leung, City Manager

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Leilani I. Brown, City Clerk

Dated: \_\_\_\_\_

Approved as to form:

By: *Aaron C. Harp* for  
Aaron C. Harp, City Attorney

Dated: 8/11/2020