

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Adjourned Regular Meeting
Thursday, May 26, 2022
3:00 p.m.

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

Carol Moore
Mayor

Cynthia Conners
Mayor Pro Tem

Noel Hatch
Councilmember



Shari L. Horne
Councilmember

Ed H. Tao
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.

AGENDA POSTING AND AVAILABILITY

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

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

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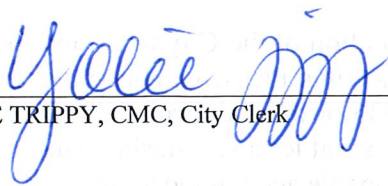
FOR ADDITIONAL INFORMATION

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


AFFIDAVIT OF POSTING

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

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



YOLIE TRIPPY, CMC, City Clerk



Date

NOVEL CORONAVIRUS (COVID-19) NOTICE

Please exercise caution when attending City Council meetings. If you attend this meeting, please abide by all applicable state and local public health orders.

OPTIONS FOR PUBLIC COMMENTS

1. Attend the meeting in-person.

2. Submit public comments in writing. Written public comments may be submitted via email (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 3:00 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.

3. Make public comments by telephone. Dial (669) 900-6833. When prompted enter the following meeting ID: 865 8388 8325 followed by pound (#) and the following meeting passcode: 939296 followed by pound (#). When an item you wish to comment on is discussed, press *9 on your telephone to raise your hand. When it is your turn, you will be unmuted and able to speak. Please note that your telephone number will be visible to the City. No party should expect privacy of such information.

4. Make public comments by computer.

- Visit www.zoom.us
- Click on “Join a Meeting” toward the top right of the webpage
- Enter the following meeting ID: 865 8388 8325
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 939296
- Enter a name and email address as required by Zoom

When an item you wish to comment on is discussed, click on “Raise Hand.” When it is your turn, you will be unmuted and able to speak. Please note that information you enter into Zoom will be visible to the City. No party should expect privacy of such information.

I. CALL TO ORDER

Introductory Note: Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so at the time an item is considered by notifying City staff if present in-person, pressing *9 on their telephone if participating by telephone, or clicking on “Raise Hand” if participating by computer via Zoom. Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 City Hall/Public Library Project Update

Recommendation: Receive and file

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS

About Public Comments on Non-Agenda Items: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. To indicate interest, please notify City staff if present in-person, press *9 on your telephone if participating by telephone, or click on “Raise Hand” if participating by computer via Zoom. 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 member of the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

6.1 Teleconferencing for Meetings

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY

BILL 361 (2021-2022)

6.2 Traffic Engineering Services

Recommendation: Approve an agreement with Iteris, Inc. for traffic engineering services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

8.1 Light-Emitting Diode (LED) Signs

Recommendation:

OPTION A: If the City Council wishes to consider permitting the use of light-emitting diode technology in permanent signs:

A1. Direct the City Manager to draft an ordinance for future consideration by the City Council that would amend the Laguna Woods Municipal Code to permit the use of light-emitting diode technology in any permanent sign for any purpose when approved by the City Council as part of a sign program.

AND/OR

A2. Provide other direction to the City Manager regarding LW Shell, Inc.'s request that the Laguna Woods Municipal Code be amended to permit gas stations to use light-emitting diode technology in permanent monument signs.

OPTION B: If the City Council does NOT wish to consider permitting the use of light-emitting diode technology in permanent signs:

B1. Take no action. The use of light-emitting diode technology will continue to be prohibited for exterior signs.

8.2 Interstate 5/El Toro Road Interchange Project

Recommendation:

1. Receive and file a presentation from the California Department of Transportation (Caltrans) and Orange County Transportation Authority (OCTA) regarding the Interstate 5/El Toro Road Interchange Project.

AND

2. Provide feedback to Caltrans and OCTA regarding the Interstate 5/El Toro Road Interchange Project. Feedback may include, but is not limited to, taking positions for or against the project or particular project alternatives under consideration.

8.3 Flavored Tobacco Product and Electronic Smoking Device Sales (agendized by Mayor Moore)

Recommendation: Direct the City Manager to draft an ordinance for future consideration by the City Council that would prohibit flavored tobacco product and electronic smoking device sales in the Community Commercial zoning district.

8.4 California Assembly Bill 1276 (Carrillo) (2021-2022)

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN ENFORCEMENT AGENCY TO ENFORCE CHAPTER 5.2 OF PART 3 OF DIVISION 30 OF THE CALIFORNIA PUBLIC RESOURCES CODE PERTAINING TO SINGLE-USE FOODWARE ACCESSORIES AND CONDIMENTS, AND ESTABLISHING A RELATED SCHEDULE OF FINES

8.5 Employee Compensation and Benefits

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY

OF LAGUNA WOODS, CALIFORNIA, REPEALING
RESOLUTION NO. 22-16, AND ESTABLISHING A
COMPENSATION SCHEDULE AND BENEFITS FOR CITY
EMPLOYEES

8.6 Ad Hoc Audit Committee

Recommendation: Appoint two members of the City Council to an Ad Hoc Audit Committee beginning immediately through October 19, 2022 to work with the City's independent auditors on matters related to the Fiscal Year 2021-22 audit.

8.7 City Council Meeting Schedule

Recommendation: Schedule an adjourned regular meeting of the City Council to be held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

IX. CITY COUNCIL REPORTS AND COMMENTS

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

9.1 Coastal Greenbelt Authority
Mayor Pro Tem Conners; Alternate: Councilmember Tao

9.2 Orange County Fire Authority
Councilmember Hatch

9.3 Orange County Library Advisory Board
Mayor Moore; Alternate: Councilmember Tao

9.4 Orange County Mosquito and Vector Control District
Councilmember Horne

9.5 San Joaquin Hills Transportation Corridor Agency
Mayor Pro Tem Conners; Alternate: Mayor Moore

9.6 South Orange County Watershed Management Area
Mayor Moore; Alternate: Councilmember Hatch

9.7 Other Comments and Reports

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting: Wednesday, June 15, 2022 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1
CITY HALL/PUBLIC LIBRARY PROJECT UPDATE
(NO REPORT)

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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: May 26, 2022 Adjourned Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the May 26, 2022 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 May 26, 2022 Consent Calendar contains the following items:

- 6.1 Adoption of a resolution allowing for the continued use of teleconferencing for meetings during the COVID-19 State of Emergency, pursuant to California Assembly Bill 361 (2021-2022). The proposed resolution includes the findings required by California Government Code Section 54953(e)(3) for meetings to continue to be held via teleconferencing.
- 6.2 Approval of an agreement with Iteris, Inc. for traffic engineering 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

traffic engineering services was released on March 31, 2022 with proposals due by April 22, 2022. Two proposals were received (Hartzog & Crabill and Iteris). After reviewing both proposals and interviewing both firms, staff recommends that the City Council award the agreement to Iteris due to factors including, but not limited to, experience and past performance. Iteris has provided traffic engineering services to the City since 2012, first as a subcontractor to CivilSource (through August 18, 2020) and subsequently as a direct contractor. Iteris provides or has provided similar services for the cities of Anaheim, Irvine, Laguna Niguel, Lake Forest, and Seal Beach, as well as the Orange County Transportation Authority.

6.1 TELECONFERENCING FOR MEETINGS

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

WHEREAS, on February 26, 2020, the County of Orange Health Officer declared a Local Health Emergency and the Chairwoman of the Board of Supervisors, acting as the Chair of Emergency Management Council, proclaimed a Local Emergency finding that the imminent and proximate threat to public health from the introduction of COVID-19 created conditions of extreme peril to the safety of persons and property within the territorial limits of Orange County; and

WHEREAS, on March 2, 2020, the Orange County Board of Supervisors adopted resolutions No. 20-011 and 20-012 ratifying the Local Health Emergency and Local Emergency, referenced above; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in response to COVID-19, pursuant to Section 8625 of the California Emergency Services Act (Article 1 [commencing with Section 8550] of Chapter 7 of Division 1 of Title 2); and

WHEREAS, on March 11, 2020 the World Health Organization publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the spread and the effects of COVID-19; and

WHEREAS, the State of California (California Department of Industrial Relation's Division of Occupational Safety and Health's Revised COVID-19 Prevention Emergency Temporary Standards effective January 14, 2022) and County of Orange Health Officer (Orders and Strong Recommendations revised March 24, 2022) continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor of the State of California issued Executive Order N-29-20 that, in an effort to confront and contain COVID-19, suspended certain provisions of the Ralph M. Brown Act providing local

agencies with greater flexibility to hold meetings via teleconferencing; and

WHEREAS, on September 16, 2021, the Governor of the State of California signed Assembly Bill 361 (2020-2022) (“AB 361”) amending the Ralph M. Brown Act providing local agencies with greater flexibility to hold meetings via teleconferencing during a proclaimed state of emergency when: (1) state or local officials have imposed or recommended measures to promote social distancing and/or (2) the legislative body of the local agency has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees (California Government Code Section 54953(e)(1)); and

WHEREAS, AB 361 was chaptered into law as an urgency statute with its effectiveness waived until October 1, 2021, subject to the Governor of the State of California’s Executive Order N-15-21 dated September 20, 2021; and

WHEREAS, in order to continue holding meetings via teleconferencing, AB 361 requires the legislative body of a local agency to periodically make the findings set forth in California Government Code Section 54953(e)(3).

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council does hereby find the following:

(A) A state of emergency has been proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 [commencing with Section 8550] of Chapter 7 of Division 1 of Title 2); and

(B) The City Council has reconsidered the circumstances of the state of emergency; and

(C) The state of emergency continues to directly impact the ability of the members of the City Council to meet safely in person; and

(D) State and local officials continue to impose or recommend measures to promote social distancing.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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6.2 TRAFFIC ENGINEERING SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
ITERIS, INC.
FOR TRAFFIC ENGINEERING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Iteris, Inc. ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2022 and ending at 11:59 p.m. on June 30, 2024. Such term may be extended upon written agreement of both parties to this AGREEMENT through 11:59 p.m. on June 30, 2026.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply, or infer a specific, minimum or expected amount

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of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, and facilities necessary to properly perform the services required under this

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

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

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

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

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

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

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

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

SECTION 11. CONFLICTS OF INTEREST.

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

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

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers,

ITEM 6.2

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

SECTION 13. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall reimburse INDEMNITEES cost of defense at CONSULTANT's expense. CONSULTANT shall have no obligation to pay for any of INDEMNITEES' defense-related cost prior to a final determination of liability or to pay any amount that exceeds CONSULTANT's finally determined percentage of liability based upon the comparative fault of CONSULTANT (as required by California Civil Code Section 2782.8). 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 14. INSURANCE.

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

SECTION 15. ASSIGNMENT.

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

SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.

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

SECTION 17. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 18. DEFAULT.

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

SECTION 19. EXCUSABLE DELAYS.

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

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

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

To CONSULTANT: Iteris, Inc.
ATTN: Legal Department
1700 Carnegie Avenue, Suite 100
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 22. AUTHORITY TO EXECUTE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

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

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 28. ENTIRE AGREEMENT.

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

SECTION 29. SEVERABILITY.

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

SECTION 30. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

CONSULTANT:

Carol Moore, Mayor

Steven Bradley, Regional Vice President

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

Regular services shall include the following, unless cancelled in writing by CITY:

Daily Tasks (Monday through Friday, excluding CONSULTANT's observed holidays)
(not to exceed 25 hours per month without CITY's prior written authorization)

- Log into CITY's Centrac traffic signal system and video detection camera systems for approximately one hour during AM or PM peak periods
- Monitor traffic conditions in real time
- Observe traffic signal operations at all signalized intersections controlled by CITY
- Ensure all detections are working properly
- Address any issues found (e.g., minor timing change) immediately. If an issue is hardware related, notify CITY and CITY's traffic signal maintenance contractor immediately.

Monthly Task (once per month)

(not to exceed two hours per month without CITY's prior written authorization)

- Provide monitoring reports to CITY that summarize the specific changes made and tasks done during the month, as well as the date and times that all routine daily tasks were performed (first four bullets under "Daily Tasks" above). The reports are intended to keep CITY informed of the current state of the intersections and traffic signal operations, as well as to provide supporting documentation for invoices. CITY shall not pay invoices from CONSULTANT until after all reports have been received for the month invoiced.

As-needed services may include the following, only when requested by CITY:

As-Needed Traffic Signal Operations

- Update traffic signal timing parameters per applicable federal or state standards (e.g., pedestrian flashing-don't walk, yellow change interval, etc.)
- Design, implement, fine-tune, and monitor traffic signal synchronization and progression
- Respond to requests for traffic signal timing check
- Prepare and implement traffic responsive or "flush" timing plans
- Prepare traffic signal timing sheets
- Implement and fine-tune traffic signal timing for new or modified signals
- Review traffic signal timing sheets prepared by others
- Prepare traffic signal operations simulation models

As-Needed Traffic Engineering Design

CONSULTANT shall prepare traffic engineering plans, specifications, and estimates that conform to applicable CITY and Caltrans standards, including for:

- New traffic signal installation
- Traffic signal modifications
- Signing and striping
- Street lighting
- Work area traffic control
- Traffic signal interconnect (twisted-pair copper, fiber-optic, and/or wireless)
- Intelligent Transportation System (ITS) (e.g., video detection and CCTV cameras)

As-Needed Construction Inspection Services

CONSULTANT shall assist CITY during the construction of traffic-related projects, including:

- Construction bidding
- Responses to contractor's requests for information (RFI)
- Pre-construction meetings
- Review material submittals and shop drawings
- Construction inspections
- Review contractor's change order requests
- Traffic signal timing setup and intersection start up
- Review and approve punch lists
- Prepare as-built drawings
- Assist with negotiating construction deficiency remedies

As-Needed Transportation Planning Study Preparation

- Traffic impacts studies
- Parking studies
- Traffic circulation analysis
- Vehicle miles traveled (VMT) analysis
- General plan circulation elements
- Travel demand forecasting
- Corridor studies
- Infrastructure transportation planning studies
- Multi-modal transportation planning projects (e.g., rail, highway, non-motorized, goods movement, bus rapid transit, and advanced technologies)

As-Needed Warrant Analysis

CONSULTANT shall perform or review warrant analysis, engineering studies and investigation, including:

- Traffic signal warrant analysis
- Left-turn warrant analysis
- Stop warrant analysis
- Crosswalk request

- Speed hump request
- Line-of-sight analysis

As-Needed CITY Representation

CONSULTANT shall represent CITY or accompany CITY personnel and/or CITY officials to any meetings or presentations and support them on any traffic engineering-related issues and negotiations. Meetings may include, but are not limited to, City Council meetings, committee meetings, public outreach meetings, meetings with private developers and consultants, meetings with other cities, and meetings with other agencies (e.g., Caltrans, County of Orange, Orange County Transportation Authority, and Southern California Association of Governments).

As-Needed Safety Monitoring

CONSULTANT's safety monitoring services range from evaluating existing traffic conditions and traffic safety to reviewing design plans as it relates to private development. Traffic safety assessments typically involve the review of accident data to assess recent accident history and the development of collision diagrams to identify the locations of accidents, by type, frequency, and cause. CONSULTANT shall use such data to determine locations where field observations are necessary to identify factors which may contribute to the accidents or safety concerns.

As-Needed Speed Survey Preparation

CONSULTANT shall prepare engineering and traffic surveys for speed limits in accordance with applicable provisions of the California Vehicle Code.

As-Needed Plan Check and Report Review

CONSULTANT shall provide plan checking and report review services to CITY for any types of traffic and transportation engineering deliverables prepared by others, including:

- Traffic signal plans
- Signing and striping plans
- Street lighting plans
- Work area traffic control plans
- Traffic signal interconnect (twisted-pair copper, fiber-optic, and/or wireless) plans
- ITS plans
- Traffic impacts study reports
- Parking study reports
- Traffic analysis portion of environment impact reports (EIR)

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated on an hourly basis using the following rates:

Table B-1: Compensation Schedule

CONSULTANT Personnel Title	Hourly Rate ¹
Assistant Engineer	\$125
Associate Engineer	\$135
Engineer	\$150
Senior Engineer	\$165
Assistant City Traffic Engineer	\$170
City Traffic Engineer	\$175
Expert Advisor	\$220

¹ Hourly rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone services, internet service, equipment, supplies, food, drink, any other expense, except as provided below.

The hourly rates listed in Table B-1 are all inclusive, with the exception of permits and licenses obtained by CONSULTANT on behalf of CITY; reproduction/scanning completed by a party other than CONSULTANT; oversized printing completed by a party other than CONSULTANT; postage; delivery service completed by a party other than CONSULTANT; and, subcontracting, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost without markup (as evidenced by receipts).

Hourly and other compensation rates set forth in this EXHIBIT "B" shall increase by 3% each July 1 beginning on July 1, 2023 for the term of this AGREEMENT.

Except as otherwise provided in EXHIBIT "A", CONSULTANT shall provide all services under this AGREEMENT only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

EXHIBIT "C"
INSURANCE

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos subject to the written approval of CITY.

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

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

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

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

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

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

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

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.

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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.

8.1 LIGHT-EMITTING DIODE (LED) SIGNS

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: May 26, 2022 Adjourned Regular Meeting

SUBJECT: Light-Emitting Diode (LED) Signs

NOTE: This item was agendized to obtain City Council direction regarding LW Shell, Inc.'s request that the Laguna Woods Municipal Code be amended to permit gas stations to use light-emitting diode technology in permanent monument signs. It was not initiated by staff. Staff is seeking direction from the City Council and has no recommendation on Option A versus Option B.

Recommendation

OPTION A: If the City Council wishes to consider permitting the use of light-emitting diode technology in permanent signs:

- A1. Direct the City Manager to draft an ordinance for future consideration by the City Council that would amend the Laguna Woods Municipal Code to permit the use of light-emitting diode technology in any permanent sign for any purpose when approved by the City Council as part of a sign program.

AND/OR

- A2. Provide other direction to the City Manager regarding LW Shell, Inc.'s request that the Laguna Woods Municipal Code be amended to permit gas stations to use light-emitting diode technology in permanent monument signs.

OPTION B: If the City Council does NOT wish to consider permitting the use of light-emitting diode technology in permanent signs:

B1. Take no action. The use of light-emitting diode technology will continue to be prohibited for exterior signs.

Background

In April 2022, staff received a request from Michael Pauls Associates on behalf of LW Shell, Inc. (the owner of the Moulton Auto Spa property at 24202 Moulton Parkway where a new gas station is planned) that the Laguna Woods Municipal Code be amended to permit gas stations to use light-emitting diode (“LED”) technology in permanent monument signs (Attachment A).

Laguna Woods Municipal Code Section 13.20.130(7) explicitly prohibits “Light-emitting diode (LED) or neon signs displayed on the exterior of any property.”

This item was briefly discussed at the City Council meeting on May 18, 2022. As a follow up to Councilmember Hatch’s question, nearby LED signs are located at the intersections of El Toro Road/Paseo de Valencia (76 Station) and El Toro Road/Avenida de la Carlota (Chevron Station), as well as in the vicinity of El Toro Road/Bridger Road (Chevron Station and Shell Station).

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on LW Shell, Inc.’s request that the Laguna Woods Municipal Code be amended to permit gas stations to use LED technology in permanent monument signs. This item was not initiated by staff. Staff is seeking direction from the City Council and has no recommendation on Option A versus Option B.

If the City Council wishes to consider permitting the use of LED technology in permanent signs, staff recommends that any prospective ordinance not limit the use of LED technology to a particular type of business (e.g., gas stations) due to First Amendment limitations on the regulation of sign content. Rather, if so desired, staff recommends drafting an ordinance that would permit the use of LED technology in any permanent sign for any purpose when approved by the City Council as part of a sign program. Sign programs are discretionary applications for which the City Council has broad discretion to approve or deny on a case-by-case basis.

If desired, an ordinance could also be drafted to include content-neutral design standards that would apply to all prospective LED sign program applications (e.g.,

if the City Council does not wish to entertain applications for signs comprised entirely of LED, it could limit the use of LED to a lesser amount of total sign area – 50%, 30%, etc.; the City Council could also require that LED signs be generally static in display, as opposed to displaying rotating messages or animation).

If the City Council does not wish to consider permitting the use of LED technology in permanent signs, no action is required.

Fiscal Impact

Any of the recommendations listed under options A or B could be accommodated within the existing General Fund budget.

Attachment: A – Request Letter from LW Shell, Inc.

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MICHAEL PAULS ASSOCIATES

6475 E PACIFIC COAST HWY #135 LONG BEACH CA 90803

PROJECT SITE: 24202 Moulton Parkway

WE ARE REQUESTING:

We are requesting that the City of Laguna Woods Zoning Code be updated to allow for gasoline service station price signs to incorporate static Light Emitting Diode (LED) technology.

The Laguna Woods Zoning Code Section 13.20.130 (7) prohibits:

(7) Light -emitting diode (LED) or neon signs displayed on the exterior of any property.

PROJECT DESCRIPTION:

We are proposing to replace two existing monument gasoline price signs with two electronic gasoline price signs for a newly approved gasoline station.

We are requesting Staff's consideration in allowing electronic gasoline price signs, utilizing light emitting diode technology, in lieu of the outdated plastic placard price signs.

The proposed electronic fuel price signs can be described as static, single color displays, which do not move or flash. The sole purpose of the display is to advertise the price of gasoline or other fuels consistent with California state law.

The LED price signs will be weather-proof, vandal-proof and have a life expectancy of approximately 10 years, prior to replacement.

Electronic price signs are an acknowledged industry wide standard as well as a reliable solution to the challenges associated with frequent gasoline price changes. LED price signs incorporate efficiencies into the price update process. California law requires that fuel prices are displayed along street frontages, electronic displays provide a common sense alternative to using heavy plastic number placards which are problematic and susceptible to vandalism and theft.

VISIBILITY

Traditionally the outdated standard plastic placard price signs are not clearly visible at night. It has long been recognized that motorists choose businesses which are well illuminated. This holds true with gasoline price signs which are perceived as updated, clean and inviting.

Electronic gasoline price signs ensure that the pricing is visible to motorists, especially during evening hours. Visibility is recognized as an important component in motorists making the decision to refuel their vehicles.

Additionally, LED's can be automatically adjusted based on the time of day. The LED technology, as proposed is equipped with a light dimming sensor which will intuitively dim the photocells from 5% to 90% in response to increasing or decreasing daylight conditions.

The new owner's business model is to operate a community oriented, professional and clean business.

EFFICIENCY AND STANDARIZATION

Gasoline price updates or vandalism to price signs can occur at any time of day, which require employees to interrupt their customer service duties in order to manually affix cumbersome plastic number placards to the price signs.

California State law requires that gasoline prices are displayed on the signage facing public streets, prior to the price being updated on the pumps themselves. A time delay can often occur, in synchronizing price updates, between roadway signs and pump pricing. This time delay can result in confusion for the customer when pump pricing does not reflect sign pricing even for a brief moment.

Electronic price signs allow for simultaneous pump and street frontage price coordination which can be accomplished by a single individual using any computer, from any location which promotes an efficient and standardized process.

Examples of LED Gas Price Sign



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8.2
INTERSTATE 5/EL TORO ROAD
INTERCHANGE PROJECT
(NO REPORT)

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8.3

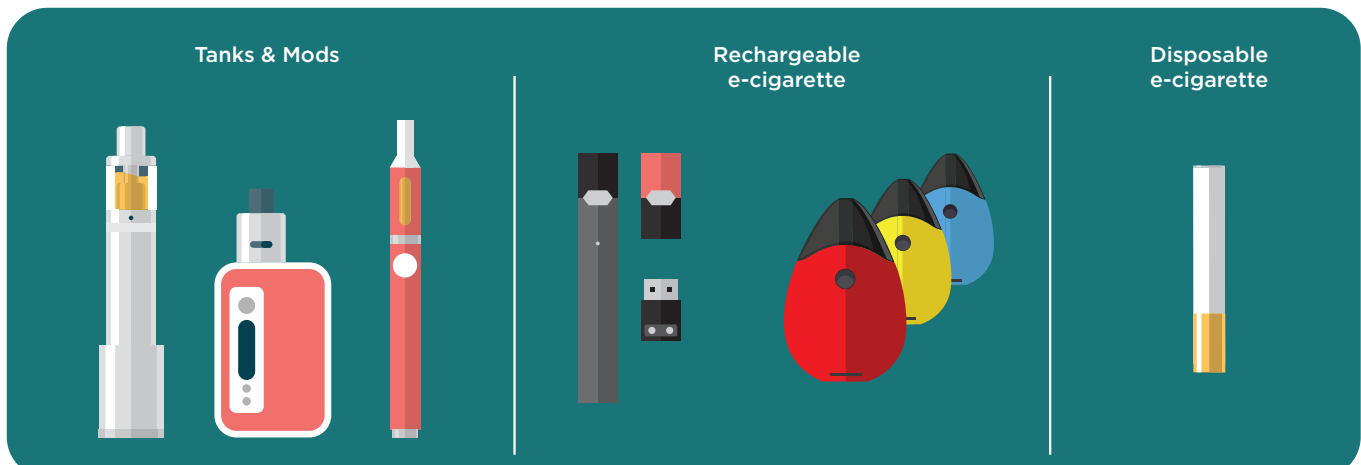
**FLAVORED TOBACCO PRODUCT AND
ELECTRONIC SMOKING DEVICE SALES
(AGENDIZED BY MAYOR MOORE)**

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- » E-cigarettes have the potential to benefit adult smokers who are not pregnant if used as a complete substitute for regular cigarettes and other smoked tobacco products.
- » E-cigarettes are not safe for youth, young adults, pregnant women, or adults who do not currently use tobacco products.
- » While e-cigarettes have the potential to benefit some people and harm others, scientists still have a lot to learn about whether e-cigarettes are effective for quitting smoking.
- » If you've never smoked or used other tobacco products or e-cigarettes, don't start.

WHAT ARE E-CIGARETTES?

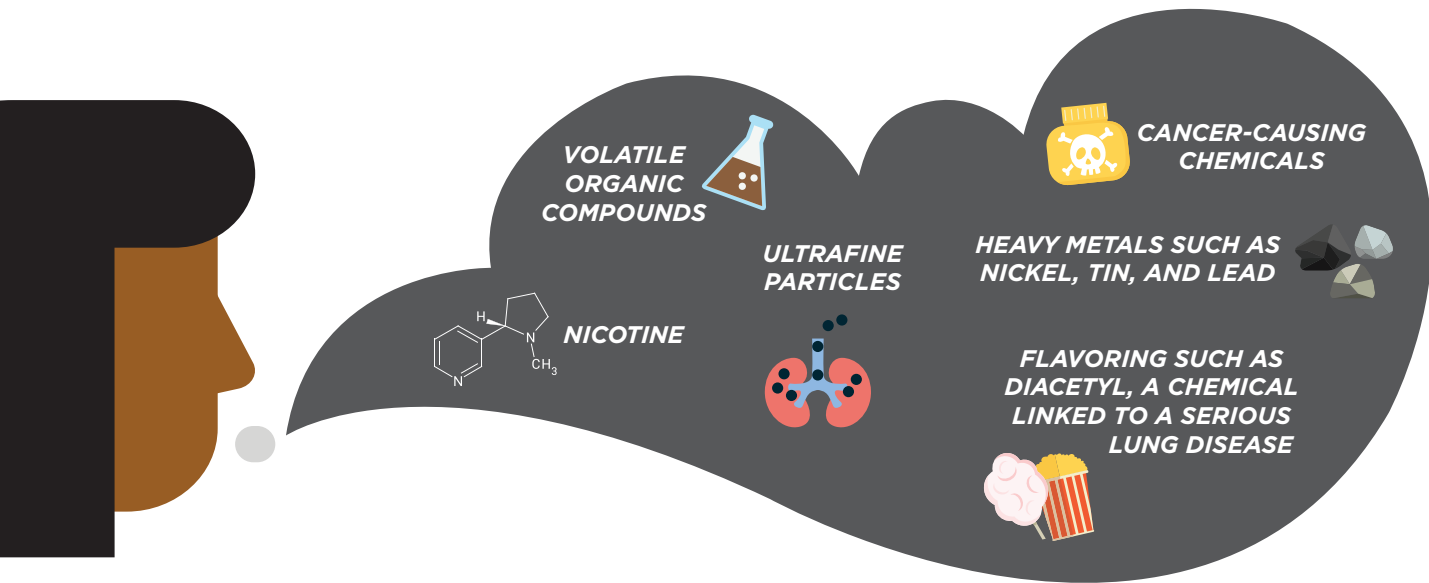
- » E-cigarettes are known by many different names. They are sometimes called “e-cigs,” “e-hookahs,” “mods,” “vape pens,” “vapes,” “tank systems,” and “electronic nicotine delivery systems.”
- » Some e-cigarettes are made to look like regular cigarettes, cigars, or pipes. Some resemble pens, USB sticks, and other everyday items.
- » E-cigarettes produce an aerosol by heating a liquid that usually contains nicotine—the addictive drug in regular cigarettes, cigars, and other tobacco products—flavorings, and other chemicals that help to make the aerosol. Users inhale this aerosol into their lungs. Bystanders can also breathe in this aerosol when the user exhales into the air.
- » E-cigarettes can be used to deliver marijuana and other drugs.



CS298852-A



THE E-CIGARETTE AEROSOL THAT USERS BREATHE FROM THE DEVICE AND EXHALE CAN CONTAIN HARMFUL AND POTENTIALLY HARMFUL SUBSTANCES:



It is difficult for consumers to know what e-cigarette products contain. For example, some e-cigarettes marketed as containing zero percent nicotine have been found to contain nicotine.

ARE E-CIGARETTES LESS HARMFUL THAN REGULAR CIGARETTES?



VS



YES, but that doesn't mean e-cigarettes are safe.

E-cigarette aerosol generally contains fewer toxic chemicals than the deadly mix of 7,000 chemicals in smoke from regular cigarettes. However, e-cigarette aerosol is not harmless. It can contain harmful and potentially harmful substances, including nicotine, heavy metals like lead, volatile organic compounds, and cancer-causing agents.

WHAT ARE THE HEALTH EFFECTS OF USING E-CIGARETTES?

SCIENTISTS ARE STILL LEARNING ABOUT THE LONG-TERM HEALTH EFFECTS OF E-CIGARETTES. HERE IS WHAT WE KNOW NOW.

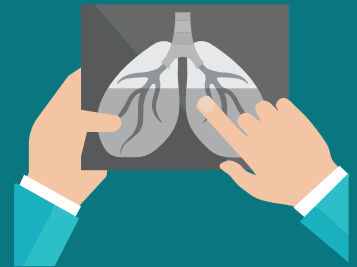
1 Most e-cigarettes contain nicotine, which has known health effects

- » Nicotine is highly addictive.
- » Nicotine is toxic to developing fetuses.
- » Nicotine can harm adolescent brain development, which continues into the early to mid-20s.
- » Nicotine is a health danger for pregnant women and their developing babies.



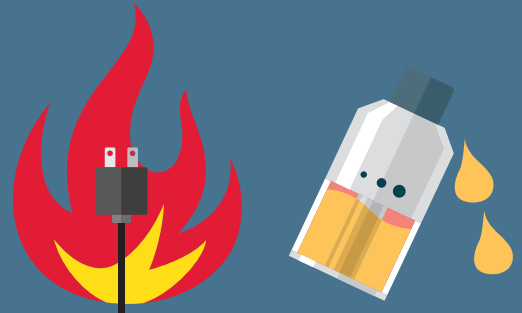
2 Besides nicotine, e-cigarette aerosol can contain substances that harm the body.

- » This includes cancer-causing chemicals and tiny particles that reach deep into lungs. However, e-cigarette aerosol generally contains fewer harmful chemicals than smoke from burned tobacco products.

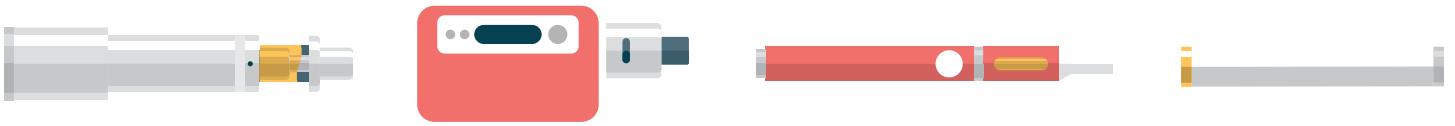


3 E-cigarettes can cause unintended injuries.

- » Defective e-cigarette batteries have caused fires and explosions, some of which have resulted in serious injuries.
- » In addition, acute nicotine exposure can be toxic. Children and adults have been poisoned by swallowing, breathing, or absorbing e-cigarette liquid.



CAN E-CIGARETTES HELP ADULTS QUIT SMOKING CIGARETTES?



E-CIGARETTES ARE NOT CURRENTLY APPROVED BY THE FDA AS A QUIT SMOKING AID.

The U.S. Preventive Services Task Force, a group of health experts that makes recommendations about preventive health care, concluded that the evidence is insufficient to recommend e-cigarettes for smoking cessation in adults, including pregnant women.



HOWEVER, e-cigarettes may help non-pregnant adult smokers if used as a complete substitute for all cigarettes and other smoked tobacco products.

TO DATE, THE FEW STUDIES ON THE ISSUE ARE MIXED.

Evidence from two randomized controlled trials found that e-cigarettes with nicotine can help smokers stop smoking in the long term compared with placebo (non-nicotine) e-cigarettes.

A recent CDC study found that many adults are using e-cigarettes in an attempt to quit smoking. However, most adult e-cigarette users do not stop smoking cigarettes and are instead continuing to use both products (“dual use”). Because smoking even a few cigarettes a day can be dangerous, quitting smoking completely is very important to protect your health.

WHO IS USING E-CIGARETTES?

E-CIGARETTES ARE THE MOST COMMONLY USED TOBACCO PRODUCT AMONG YOUTH.

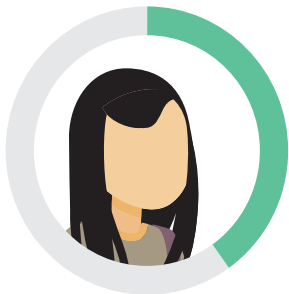
IN THE U.S., YOUTH ARE MORE LIKELY THAN ADULTS TO USE E-CIGARETTE



In 2018, more than **3.6 MILLION** U.S. middle and high school students used e-cigarettes in the past 30 days, including:

4.9%
MIDDLE SCHOOL STUDENTS

20.8%
HIGH SCHOOL STUDENTS



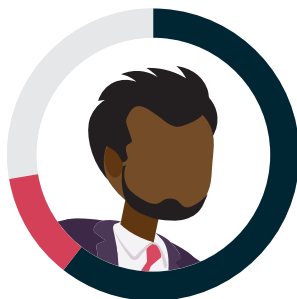
AMONG CURRENT E-CIGARETTE USERS AGED 45 YEARS AND OLDER in 2015, most were either current or former regular cigarette smokers, and 1.3% had never been cigarette smokers.

IN CONTRAST, AMONG CURRENT E-CIGARETTE USERS AGED 18-24 YEARS, 40.0% had **NEVER BEEN** regular cigarette smokers

IN 2015, AMONG ADULT E-CIGARETTE USERS OVERALL:

29.8%
were former regular cigarette smokers

11.4%
had never been regular cigarette smokers



58.8%
were current regular cigarette smokers

ADULTS

In 2017, **2.8%** of U.S. adults were current e-cigarette users



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More than **3.6 million** U.S. youth are using e-cigarettes¹



How much do you know about this crisis?

Youth use of e-cigarettes, also known as vaping, remains a public health crisis.

E-cigarettes are the most commonly used tobacco product among both middle and high school students.⁹ Compared to 2019, 1.8 million fewer U.S. youth are currently using e-cigarettes. However, due to alarming increases since 2011, the number of current youth e-cigarette users remains concerningly high.¹

SOME TEENS REPORT USING E-CIGARETTES IN SCHOOL BATHROOMS AND EVEN IN THE CLASSROOM.²

Learning more about the different types of e-cigarette products is an important first step in addressing youth vaping.

DID YOU KNOW:

E-cigarettes come in a variety of shapes and sizes and may not look like a tobacco product, which can make them hard to spot.²

Some devices popular among teens — like Juul and Puff Bar — are as small as a USB flash drive and even look like one.^{2,16}

Certain products emit very low amounts of aerosol or “vapor,” which makes them easier to use discreetly than combustible cigarettes.^{9,11}

Most e-cigarettes contain nicotine, the same highly addictive drug in cigarettes. Some e-cigarettes⁵ may contain as much nicotine as a pack of 20 regular cigarettes.³

A Small Device... A BIG PROBLEM

In 2020, approximately

1 in 5 high school students

_____ and _____

1 in 20 middle school students

currently used e-cigarettes.¹



CENTER FOR TOBACCO PRODUCTS

Source: Wang, et al. MMWR 2020

Note: All numbers presented here are estimates.

www.fda.gov/tobacco



@FDATobacco



facebook.com/fda



Many teens have dangerous misperceptions that lead them to believe that vaping is harmless.⁹

Important facts to share with youth

Vape aerosol can contain harmful chemicals

Vaping can expose the user's lungs to harmful chemicals like formaldehyde, acrolein, and acetaldehyde, which are known to cause irreversible lung damage.^{4,5}

There can be danger behind the flavor

Vapes get their flavors from chemicals. While these flavorings are safe to eat in food, they're not safe to inhale. Inhaling flavor chemicals can harm your lungs.⁶

Most vapes contain nicotine, which is highly addictive

Vaping delivers nicotine to the brain in as little as 10 seconds.⁷ A teen's brain is still developing, making it more vulnerable to nicotine addiction.^{8,14}

Nicotine exposure during the teen years can disrupt normal brain development.^{9,14} It may have long-lasting effects, like increased impulsivity and mood disorders.^{9,12,13,15}

Vapers could be inhaling metal particles into their lungs

Vape aerosol could be delivering metal particles like chromium, nickel, lead, tin and aluminum right into your lungs. Some of these metals are toxic.^{10,11}



FDA's Efforts to Curb Youth E-Cigarette Use

FDA is committed to protecting youth from the dangers of e-cigarettes, including cracking down on illegal sales to anyone under 21 and holding retailers and manufacturers accountable for marketing practices. Also, in addition to our national peer-to-peer public education campaign called "The Real Cost" FDA has joined forces with Scholastic to provide teachers and school administrators with the resources they need to educate their students about e-cigarettes.

Together, we've created **free lesson plans, activities and videos** for teachers to educate their students on the health risks of e-cigarette use. Please visit the Scholastic youth vaping risks site to access these resources in English and Spanish.

Quitting Help Is Available

There is an urgent need to share quitting resources with teens who are addicted to e-cigarettes. If you identify teens using e-cigarettes at school, it is critical to share resources to help them quit.

Resources for Teens

- Ask a trusted adult or friend for support
- Talk to a doctor about treatment options
- Visit smokefree.gov and teen.smokefree.gov/quit-vaping
- Call 1-800-QUIT-NOW
- Text DITCHJUUL to 88709

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Or CFC #11967

TIP: Do not include the word cancer in your search, e.g. Type in "Lung" but not "Lung Cancer"

Are E-Cigarettes Safer Than Regular Cigarettes?

Brandel France De Bravo, MPH, Sarah Miller, Jessica Becker, and Laura Gottschalk, PhD, Cancer Prevention & Treatment Fund

Electronic cigarettes, or e-cigarettes, are being marketed as the “safe” new alternative to conventional cigarettes. But are e-cigarettes safe? What does the FDA think about them? Are e-cigarettes going to reverse the decline in smoking—giving new life to an old habit—or can they help people quit smoking? Here is what you need to know before picking up an e-cigarette.

What Are E-Cigarettes?

E-cigarettes are battery-operated devices shaped like cigarettes that provide a way to get nicotine. Nicotine is an addictive drug (it stimulates and relaxes) that is naturally found in tobacco. The most popular way for people to take in nicotine is to inhale it by smoking cigarettes. E-cigarettes also allow nicotine to be inhaled, but they work by heating a liquid cartridge containing nicotine, flavors, and other chemicals into a vapor. Because e-cigarettes heat a liquid instead of tobacco, what is released is considered smokeless.[1]

Are E-Cigarettes Safer Than Traditional Cigarettes?

The key difference between traditional cigarettes and e-cigarettes is that e-cigarettes don't contain tobacco. But, it isn't just the tobacco in cigarettes that causes cancer. Traditional cigarettes contain a laundry list of chemicals that are proven harmful, and e-cigarettes have some of these same chemicals.

Since 2009, FDA has pointed out that e-cigarettes contain “detectable levels of known carcinogens and toxic chemicals to which users could be exposed.”[2] For example, in e-cigarette cartridges marketed as “tobacco-free,” the FDA detected a toxic compound found in antifreeze, tobacco-specific compounds that have been shown to cause cancer in humans, and other toxic to-

bacco-specific impurities.[3] Another study looked at 42 of these liquid cartridges and determined that they contained formaldehyde, a chemical known to cause cancer in humans. [4] Formaldehyde was found in several of the cartridges at levels much higher than the maximum EPA recommends for humans.

The body's reaction to many of the chemicals in traditional cigarette smoke causes long-lasting inflammation, which in turn leads to chronic diseases like bronchitis, emphysema, and heart disease.[5f] Since e-cigarettes also contain many of the same toxic chemicals, there is no reason to believe that they will significantly reduce the risks for these diseases.

There are no long-term studies to back up claims that the vapor from e-cigarettes is less harmful than conventional smoke. Cancer takes years to develop, and e-cigarettes were only very recently introduced to the United States. It is almost impossible to determine if a product increases a person's risk of cancer or not until the product has been around for at least 15-20 years. Despite positive reviews from e-cigarette users who enjoy being able to smoke them where regular cigarettes are prohibited, very little is known about their safety and long-term health effects.

Can E-Cigarettes Be Used to Cut down or Quit Smoking Regular Cigarettes?

If a company makes a claim that its product can be used to treat a disease or addiction, like nicotine addiction, it must provide studies to the FDA showing that its product is safe and effective for that use. On the basis of those studies, the FDA approves or doesn't approve the product. So far, there are no large, high-quality studies looking at whether e-cigarettes can be used to cut down or quit smoking long-term. Most of the studies have been either very short term (6 months or less) or the participants were not randomly assigned to different methods to quit smoking, including e-cigarettes. Many of the studies are based on self-reported use of e-cigarettes. For example, a study done in four countries found that e-cigarette users were no more likely to quit than regular smokers even though 85% of them said they were using them to quit.[6] Another year-long study, this one in the U.S., had similar findings.[7] People may *believe* they are smoking e-cigarettes to help them quit, but 6-12 months after being first interviewed, nearly all of them are still smoking regular cigarettes.

Until there are results from well-conducted studies, the FDA has not approved e-cigarettes for use in quitting smoking.[8]

Teenagers, Children, and E-Cigarettes

The percentage of teenagers who have tried e-cigarettes has almost quadrupled in just four years, from 5% in 2011 to 19% in 2015. Three million U.S. students in middle school and high school tried e-cigarettes in 2015, according to the National Youth Tobacco Survey. And, 1 in 5 middle schoolers who said they had tried e-cigarettes also said they had never smoked conventional cigarettes.[9]

E-cigarette use by young people is worrisome for a number of reasons:

- 1) The younger people are when they begin smoking, the more likely it is they will develop the habit: nearly 9 out of 10 smokers started before they were 18.[10]
- 2) Nicotine and other chemicals found in e-cigarettes might harm brain development in younger people.[11]
- 3) E-cigarettes may introduce many more young people to smoking who might otherwise never have tried it, and once they are addicted to nicotine, some may decide to get their “fix” from regular cigarettes. Whether e-cigarettes end up being a “gateway” to regular cigarettes or not, young people who use them risk becoming addicted to nicotine and exposing their lungs to harmful chemicals.

The sharp rise in young e-cigarette users highlights the need to stop manufacturers from targeting teenagers with candy-like flavors and advertising campaigns.

Even children who are too young to smoke have been harmed by e-cigarettes. The liquid used in e-cigarettes is highly concentrated, so absorbing it through the skin or swallowing it is far more likely to require an emergency room visit than eating or swallowing regular cigarettes. In 2012, less than 50 kids under the age of six were reported to poison control hotlines per month because of e-cigarettes. In 2015, that number had skyrocketed to about 200 children a month, almost half of which were under the age of two![12]

How Are E-Cigarettes Regulated?

The FDA was given the power to regulate the manufacturing, labeling, distribution and marketing of all tobacco products in 2009 when President Obama signed into law the [Family Smoking Prevention and Tobacco Control Act](#) and in 2010 a court ruled that the FDA could regulate e-cigarettes as tobacco products.[13]

It wasn't until 2016 that the FDA finally announced a rule to regulate e-cigarettes.[14] Under the final rule, the FDA plans to ban the sale of e-cigarettes to anyone under the age of 18. The rule also requires all makers of e-cigarettes sold after February 15, 2007 to go through a “premarket review.” This is the process that the FDA uses to determine whether potentially risky products are safe. However, companies are allowed to have anywhere from 18 months to two years to prepare their applications. And it will take another year for the FDA to actually approve these applications. So don't expect e-cigarettes currently on the market to be officially allowed to be sold by the FDA for another couple of years.

In the meantime, individual states have always had the power to pass laws restricting the sale and use of e-cigarettes. For example, in May 2013, the California state senate proposed a law making all e-cigarettes subject to the same regulations and restrictions as traditional cigarettes and tobacco products. However, that did not become law.

The Bottom Line

E-cigarettes have not been around long enough to determine if they are harmful to users in the long run. Unfortunately, many people, including teenagers, are under the impression that e-ciga-

rettes are safe or that they are effective in helping people quit smoking regular cigarettes.

Neither of these assumptions has yet been proven. Studies by the FDA show that e-cigarettes contain some of the same toxic chemicals as regular cigarettes, even though they don't have tobacco. The big three tobacco companies—Lorillard, Reynolds American, and Altria Group—all have their own e-cigarette brands, so it's not surprising that e-cigarettes are being marketed and advertised much the way regular cigarettes used to be. Here are the [7 Ways E-Cigarette Companies Are Copying Big Tobacco's Playbook](#).

Unless you want to be a guinea pig, hold off on e-cigarettes until more safety information is available. And if you need help quitting or reducing the number of cigarettes you are smoking, check out the smokefree.gov website.

Related Content:

[Quitting smoking: women and men may do it differently](#)

[Third-hand smoke](#)

[Smoking cessation products](#)

All articles on our website have been approved by Dr. Diana Zuckerman and other senior staff.

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8.4
CALIFORNIA ASSEMBLY BILL 1276
(CARRILLO) (2021-2022)

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: May 26, 2022 Adjourned Regular Meeting

SUBJECT: California Assembly Bill 1276 (Carrillo) (2021-2022)

Recommendation

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN ENFORCEMENT AGENCY TO ENFORCE CHAPTER 5.2 OF PART 3 OF DIVISION 30 OF THE CALIFORNIA PUBLIC RESOURCES CODE PERTAINING TO SINGLE-USE FOODWARE ACCESSORIES AND CONDIMENTS, AND ESTABLISHING A RELATED SCHEDULE OF FINES

Background

California Assembly Bill 1276 (Carrillo) (2021-2022), titled “Single-use foodware accessories and standard condiments,” (Attachment A) was chaptered into law on October 5, 2021. This statewide legislation regulates the circumstances in which food facilities may provide single-use foodware accessories or standard condiments in the course of business. Relevant definitions are as follows:

- “Single-use foodware accessory” means single-use items provided alongside ready-to-eat food: forks, knives, spoons, sporks, chopsticks, condiment cups and packets, straws, stirrers, splash sticks, and cocktail sticks.
- “Standard condiment” means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on

a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

The basic requirements of California Assembly Bill 1276 are as follows:

1. Single-use foodware accessories and standard condiments that are packaged for single use shall only be provided to consumers upon request, except that drive-through consumers may be asked if they want single-use foodware accessories if necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food. Drive-through customers may not be asked if they want standard condiments.
 - a. Unwrapped single-use foodware accessories may continue to be made available in refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.
 - b. Standard condiments may continue to be made available in refillable self-service dispensers (e.g., individual packets or bulk pumps).
2. Single-use foodware accessories and standard condiments that are packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the specific type desired without also having to take a different type of (e.g., if a consumer requests a fork, the fork cannot be packaged in a manner that also requires them to take a spoon and knife).
3. Third-party food delivery platforms (businesses like DoorDash, GrubHub, and UberEats that are engaged in the service of online food ordering and delivery from a food facility to a consumer) shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.
4. If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those specifically requested by the consumer shall be provided by the food facility

On or before June 1, 2022, California Assembly Bill 1276 requires the City to “authorize an enforcement agency” to enforce its requirements. In doing so, the

City is required to implement the enforcement process and fine structure specified in California Assembly Bill 1276, which includes two notices of violation followed by daily fines of \$25 up to \$300 annually.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the actions necessary for the City to comply with California Assembly Bill 1276 (Attachment B). As compliance with California Assembly Bill 1276 is mandatory, staff recommends that the City Council approve the proposed resolution.

The proposed resolution would:

- Designate the City as the enforcement agency responsible for enforcing the requirements of California Assembly Bill 1276; and
- Set a schedule of fines for third and subsequent violations of California Assembly Bill 1276 that conforms therewith (after two notices of violations, third and subsequent violations are required to be treated as infractions and fined \$25 for each day in violation, not to exceed \$300 annually).

City personnel would proactively provide education and outreach to affected food facilities in the coming weeks, and on a periodic basis thereafter, as most are likely unaware of this change in state law and the potential fines for noncompliance. Staff would expect enforcement to occur largely on a complaint basis.

Fiscal Impact

Enforcement activities related to California Assembly Bill 1276 are expected to be minimal and capable of being accommodated within existing budgets. No new or increased appropriations are sought as part of the recommendation.

Attachments: A – California Assembly Bill 1276
B – Proposed Resolution

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Assembly Bill No. 1276

CHAPTER 505

An act to amend Sections 42270 and 42271 of, to amend the heading of Chapter 5.2 (commencing with Section 42270) of Part 3 of Division 30 of, and to add Sections 42272 and 42273 to, the Public Resources Code, relating to solid waste.

[Approved by Governor October 5, 2021. Filed with Secretary of State October 5, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1276, Carrillo. Single-use foodware accessories and standard condiments.

Existing law prohibits a full-service restaurant, as specified, from providing single-use plastic straws, as defined, to consumers unless requested by the consumer, and places the duty to enforce this prohibition on specified state and local health and environmental health officers and their agents. Existing law specifies that the first and 2nd violations of these provisions result in a notice of violation, and any subsequent violation is an infraction punishable by a fine of \$25 for each day the full-service restaurant is in violation, but not to exceed an annual total of \$300.

This bill would instead prohibit a food facility from providing any single-use foodware accessory or standard condiment, as defined, to a consumer unless requested by the consumer, as provided. The bill would prohibit those items from being bundled or packaged in a way that prohibits the consumer from taking only the item desired. The bill would authorize a food facility to ask a drive-through consumer, or a food facility located within a public airport to ask a walk-through consumer, if the consumer wants a single-use foodware accessory in specified circumstances. The bill would require a food facility using a third-party food delivery platform to list on its menu the availability of single-use foodware accessories and standard condiments and only provide those items when requested, as provided. The bill would exclude from these requirements correctional institutions, health care facilities, residential care facilities, and public and private school cafeterias.

This bill would require a city, county, or city and county, on or before June 1, 2022, to authorize an enforcement agency to enforce these requirements. The bill would specify that the first and 2nd violations of these provisions result in a notice of violation, and any subsequent violation is an infraction punishable by a fine of \$25 for each day in violation, but not to exceed an annual total of \$300. By creating a new crime and imposing additional duties on local governing bodies, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. The heading of Chapter 5.2 (commencing with Section 42270) of Part 3 of Division 30 of the Public Resources Code is amended to read:

CHAPTER 5.2. SINGLE-USE FOODWARE ACCESSORIES AND CONDIMENTS

SEC. 2. Section 42270 of the Public Resources Code is amended to read: 42270. For purposes of this chapter, the following definitions apply:

(a) "Consumer" has the same meaning as in Section 113757 of the Health and Safety Code.

(b) "Food facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(c) "Ready-to-eat food" has the same meaning as in Section 113881 of the Health and Safety Code.

(d) "Single-use" means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

(e) "Single-use foodware accessory" means all of the following single-use items provided alongside ready-to-eat food:

- (1) Utensils, which is defined as forks, knives, spoons, and sporks.
- (2) Chopsticks.
- (3) Condiment cups and packets.
- (4) Straws.
- (5) Stirrers.
- (6) Splash sticks.
- (7) Cocktail sticks.

(f) "Standard condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

(g) "Third-party food delivery platform" has the same meaning as in Section 113930.5 of the Health and Safety Code.

SEC. 3. Section 42271 of the Public Resources Code is amended to read:

42271. (a) Except as provided in subdivisions (c) and (d), a food facility, for on-premises dining or when using a third-party food delivery platform,

shall not provide any single-use foodware accessory or standard condiment packaged for single use to a consumer unless the single-use foodware accessory or standard condiment is requested by the consumer.

(b) Single-use foodware accessories and standard condiments packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.

(c) A food facility may ask a drive-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(d) A food facility that is located entirely within a public use airport, as defined in Section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(e) (1) A third-party food delivery platform shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.

(2) If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the consumer shall be provided by the food facility. If a consumer does not select any single-use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the food facility for delivery of ready-to-eat food.

(f) Nothing in this section shall prohibit a food facility from making unwrapped single-use foodware accessories available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.

(g) Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

(h) Nothing in this section shall prevent a city, county, city and county, or other local public agency from adopting and implementing an ordinance or rule that would further restrict a food facility or a third-party food delivery platform from providing single-use foodware accessories or standard condiments to a consumer.

(i) A food facility is encouraged, but not required, to take actions in addition to the requirements of this section that support a goal of reducing the use of and waste generated by all single-use food service products.

SEC. 4. Section 42272 is added to the Public Resources Code, to read: 42272. (a) On or before June 1, 2022, a city, county, or city and county shall authorize an enforcement agency to enforce this chapter.

(b) The first and second violations of this chapter shall result in a notice of violation, and any subsequent violation shall constitute an infraction punishable by a fine of twenty-five dollars (\$25) for each day in violation, but not to exceed three hundred dollars (\$300) annually.

SEC. 5. Section 42273 is added to the Public Resources Code, to read: 42273. This chapter does not apply to any of the following:

(a) Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

(b) Health care facilities licensed pursuant to Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code.

(c) Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

(d) Public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN ENFORCEMENT AGENCY TO ENFORCE CHAPTER 5.2 OF PART 3 OF DIVISION 30 OF THE CALIFORNIA PUBLIC RESOURCES CODE PERTAINING TO SINGLE-USE FOODWARE ACCESSORIES AND CONDIMENTS, AND ESTABLISHING A RELATED SCHEDULE OF FINES

WHEREAS, on October 5, 2021, California Assembly Bill 1276 (Single-use foodware accessories and standard condiments.) was chaptered into law at Chapter 5.2 of Part 3 of Division 30 of the California Public Resources Code; and

WHEREAS, California Assembly Bill 1276 regulates the circumstances in which food facilities may provide single-use foodware accessories or standard condiments in the course of business; and

WHEREAS, California Assembly Bill 1276 requires the City, on or before June 1, 2022, to “authorize an enforcement agency” to enforce its requirements and further mandates a specific enforcement process and fine structure, including two notices of violation followed by daily fines of \$25 up to \$300 annually; and

WHEREAS, Laguna Woods Municipal Code Section 1.06.020(10) allows the City to use its administrative citation process to enforce violations of locally applicable codes or regulations of the State of California; and

WHEREAS, Laguna Woods Municipal Code Section 1.06.070(a) states that the amount of the fines for violating particular provisions of locally applicable codes or regulations of the State of California shall be set in a schedule of fines adopted by resolution by the City Council, which may include “escalating fine amounts for repeat violations occurring within specified periods of time”; and

WHEREAS, in order to comply with California Assembly Bill 1276, it is necessary to take the actions included in this resolution.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City is the enforcement agency responsible for enforcing the requirements of California Assembly Bill 1276.

SECTION 3. Violations of California Assembly Bill 1276 will be addressed as prescribed therein, specifically, the first and second violations for a food facility shall result in a notice of violation, and subsequent violations for that same food facility shall constitute an infraction punishable by the following schedule of fines, which is hereby set: \$25 for each day in violation, not to exceed \$300 annually.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

8.5
EMPLOYEE COMPENSATION AND BENEFITS

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: May 26, 2022 Adjourned Regular Meeting

SUBJECT: Employee Compensation and Benefits

Recommendation

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 22-16, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

Background

The City Manager is responsible for hiring and supervising employees, subject to the City Council's establishment of compensation and benefit policies.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the proposed addition of a \$100 per month stipend for employees who regularly provide notary public and foreign pension acknowledgements services in the course of City business. Staff recommends that the City Council approve the proposed resolution (Attachment A) to support the efficient and effective conduct of City business.

After the departure of the former Administrative Coordinator, the City Manager reached out to all staff to gauge interest in providing notary services. At least two

employees are potentially interested. It is the City Manager's opinion that providing an opportunity for existing employees to provide notary and foreign pension acknowledgment services would hold multiple benefits, including:

1. Expanding the number of trained employees would limit potential service interruptions (e.g., the need for the City to reschedule or temporarily reduce the number of appointments offered due to employee illnesses, planned or unplanned leave, or vacancies). For example, the number of appointments is currently, unavoidably reduced due to the City Clerk being the only trained employee (prior to her departure, the former Administrative Coordinator had been a second notary). In the near term, training existing employees would allow for a more rapid return to the regular number of appointments.
2. Expanding the number of employees trained would allow an increased number of appointments to be offered during periods of heightened demand. Though the 18 appointments regularly offered each week are generally sufficient to meet demand, there are times when it would be helpful to have a staffing complement capable of accommodating additional appointments without detrimentally affecting other work activities.
3. Employees who may not have regular interaction with residents by nature of their assigned duties would gain direct customer service experience.
4. Employees would have an opportunity to acquire new skills.

The City Manager would not be eligible for the proposed stipend, but also does not provide notary and foreign pension acknowledgment services.

The proposed resolution would make explicit that the City can pay costs related to the education and commission of employees who regularly provide notary public and foreign pension acknowledgment services in the course of City business. Doing so has been the City's longstanding practice.

Fiscal Impact

The recommendation could be accommodated within existing budgets. No new or increased appropriations are sought as part of the recommendation.

Attachments: A – Proposed Resolution (Compensation and Benefits)
B – Proposed Resolution (Compensation and Benefits) - Redline

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 22-16, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

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

SECTION 1. Effective May 18, 2022, Resolution No. 22-16 is hereby repealed and replaced by this resolution.

SECTION 2. The compensation schedule for City employees is established as follows:

Exempt Full-Time Employees (Annual Equivalent)

City Manager	\$192,525.94
Administrative Services Director/ City Treasurer	\$115,919 – \$162,286
City Clerk	\$72,750 – \$101,850
Senior Management Analyst	\$77,951 – \$109,132
Management Analyst	\$68,003 – \$95,204
Deputy City Clerk	\$59,746 – \$83,644

Non-Exempt Full-Time Employees (Hourly Rate)

Senior Accountant	\$35.50 – \$49.70
Accountant	\$29.85 – \$41.79
Administrative Coordinator	\$22.40 – \$31.36
Accounting Clerk	\$18.93 – \$26.50

Non-Exempt Part-Time/Limited Part-Time Employees (Hourly Rate)

Customer Service Representative	\$15.00 – \$18.00
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The City Manager is authorized to hire, promote, and compensate employees within established compensation ranges, to offer benefits, to fill any full-time position as a part-time or limited part-time position, and to hire employees for time-limited periods, consistent with City Council-adopted budgets and this resolution.

SECTION 3. All employees who work 40 or more hours per week on a regularly assigned basis shall be considered “full-time employees” for the purpose of this resolution. Full-time employees shall receive the following benefits:

- A. Paid Holidays: The City shall observe the following holidays with full-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, and Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the on prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.
- B. Floating Holidays: The City shall provide each full-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Full-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours.

Full-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including full-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees. Full-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time employees considered “new members” by CalPERS shall pay the employee contribution

rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide each full-time employee with a monthly benefit allowance of \$1,000 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all full-time employees. The cost of enrollment in the employee assistance program shall be deducted from each full-time employee's monthly benefit allowance.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each full-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall

be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or through a salary reduction at their sole expense.

- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Full-time employees shall accrue 160 hours per year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

Full-time employees may maintain a balance of no more than 480 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a full-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued paid time off.

SECTION 4. All employees who are not full-time employees, but who work 20 or more hours per week on a regularly assigned basis, shall be considered "part-time employees" for the purpose of this resolution. Part-time employees shall receive the following benefits:

- A. Paid and Unpaid Holidays: The City shall observe the following holidays with part-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving. The City shall also observe the following unpaid holidays: Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

- B. Floating Holidays: The City shall provide each part-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Part-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours and only between December 24 and 31.

Part-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits. Eligible part-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered “new members” by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.

- E. Monthly Benefit Allowance: The City shall provide part-time employees with a monthly benefit allowance of \$800 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City’s Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Part-time employees who are provided a monthly benefit allowance shall be required to make elections for the annual calendar

year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.

- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all part-time employees. The cost of enrollment in the employee assistance program shall be deducted from each part-time employee's salary or monthly benefit allowance, if provided.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all part-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each part-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense and/or by electing to allocate a portion of their monthly benefit allowance, if provided.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Part-time employees shall accrue 160 hours per year of annual paid time off (leave), which shall be pro-rated based on the number of hours regularly worked less than 40 hours per week. Paid time off may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Paid time off may also be used up to the number of hours regularly worked during unpaid holidays that fall on weekdays (less any floating holiday time used). Hours earned are accrued on a pro-rata basis by pay period.

Part-time employees may maintain a balance of no more than 300 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a part-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued paid time off.

SECTION 5. All employees who work less than 20 hours per week on a regularly assigned basis shall be considered "limited part-time employees" for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system.
- B. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all limited part-time employees. Limited part-time employees may contribute to the plan through a salary reduction at their sole expense.
- C. Paid Time Off: After the first 30 calendar days of employment, and every January 1 thereafter, limited part-time employees shall accrue 24 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off shall not be used within the first 90 calendar days of employment for new limited part-time employees. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

SECTION 6. The City Manager is authorized to offer technology allowances of up to \$79.50 per employee per month to employees who are regularly required to use their personal cellular telephones, personal computers, and/or other personal

technology to conduct City business, with the exception of the City Manager. Such technology allowances shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month in order to receive payment.

SECTION 7. The City Manager is authorized to offer notary public stipends of \$100 per employee per month to employees who regularly provide notary public and foreign pension acknowledgement services in the course of City business, with the exception of the City Manager. Such notary public stipends shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month, and in possession of an active and valid notary public commission from the State of California as of the payroll processing date for the first pay period of each month, in order to receive payment. The City Manager is also authorized to incur and pay, on behalf of the City, costs related to the education and commission of employees who regularly provide notary public services in the course of City business, with the exception of the City Manager.

SECTION 8. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION ~~NOS. 21-19 AND 21-23~~NO. 22-16, AND ESTABLISHING A COMPENSATION SCHEDULE AND BENEFITS FOR CITY EMPLOYEES

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

SECTION 1. Effective ~~March 16~~May 18, 2022, Resolution ~~Nos. 21-19 and 21-23~~areNo. 22-16 is hereby repealed and replaced by this resolution.

SECTION 2. The compensation schedule for City employees is established as follows:

Exempt Full-Time Employees (Annual Equivalent)

City Manager	\$192,525.94
Administrative Services Director/ City Treasurer	\$115,919 – \$162,286
City Clerk	\$72,750 – \$101,850
Senior Management Analyst	\$77,951 – \$109,132
Management Analyst	\$68,003 – \$95,204
Deputy City Clerk	\$59,746 – \$83,644

Non-Exempt Full-Time Employees (Hourly Rate)

Senior Accountant	\$35.50 – \$49.70
Accountant	\$29.85 – \$41.79
Administrative Coordinator	\$22.40 – \$31.36
Accounting Clerk	\$18.93 – \$26.50

Non-Exempt Part-Time/Limited Part-Time Employees (Hourly Rate)

Customer Service Representative	\$15.00 – \$18.00
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The City Manager is authorized to hire, promote, and compensate employees within established compensation ranges, to offer benefits, to fill any full-time position as a part-time or limited part-time position, and to hire employees for time-limited periods, consistent with City Council-adopted budgets and this resolution.

SECTION 3. All employees who work 40 or more hours per week on a regularly assigned basis shall be considered “full-time employees” for the purpose of this resolution. Full-time employees shall receive the following benefits:

- A. Paid Holidays: The City shall observe the following holidays with full-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, and Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed the on prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.
- B. Floating Holidays: The City shall provide each full-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Full-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours.

Full-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including full-time employees, are required to participate in the Social Security system. In addition, the City shall contract with the California Public Employees’ Retirement System (CalPERS) for retirement benefits for all eligible full-time employees. Full-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Full-time employees considered “new members” by CalPERS shall pay the employee contribution

rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.
- E. Monthly Benefit Allowance: The City shall provide each full-time employee with a monthly benefit allowance of \$1,000 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City's Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Full-time employees shall be required to make elections for the annual calendar year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.
- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all full-time employees. The cost of enrollment in the employee assistance program shall be deducted from each full-time employee's monthly benefit allowance.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all full-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each full-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall

be voluntary for all full-time employees. Full-time employees may contribute to the plan by electing to allocate a portion of their monthly benefit allowance and/or through a salary reduction at their sole expense.

- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all full-time employees. Full-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Full-time employees shall accrue 160 hours per year of annual paid time off (leave), which may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Hours earned are accrued on a pro-rata basis by pay period.

Full-time employees may maintain a balance of no more than 480 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a full-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, full-time employees shall be compensated for the balance of their accrued paid time off.

SECTION 4. All employees who are not full-time employees, but who work 20 or more hours per week on a regularly assigned basis, shall be considered "part-time employees" for the purpose of this resolution. Part-time employees shall receive the following benefits:

- A. Paid and Unpaid Holidays: The City shall observe the following holidays with part-time employees receiving eight hours of compensation for each weekday on which a holiday is observed: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving. The City shall also observe the following unpaid holidays: Winter Holiday (December 24 through January 1; when January 1 falls on a Thursday, Winter Holiday shall be observed through January 2). Except for Winter Holiday, which is observed on specified dates, when a holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

- B. Floating Holidays: The City shall provide each part-time employee with two floating holidays per calendar year, equivalent to 16 hours of pay credited the first pay period of each calendar year. Floating holidays are not accrued on a pro-rata basis throughout the calendar year. Part-time employees must be in paid status on regularly scheduled workdays before and after using floating holiday time. Floating holiday time shall be used in increments of eight hours and only between December 24 and 31.

Part-time employees may maintain a balance of no more than 16 hours of unused floating holiday time (Floating Holiday Accrual Limit) and shall not accrue additional floating holiday time when the Floating Holiday Accrual Limit has been reached. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued floating holiday time.

- C. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system. Part-time employees who work 1,000 hours or more in a fiscal year, shall be eligible for membership in CalPERS for retirement benefits. Eligible part-time employees considered “classic” by CalPERS shall pay the 7% employee contribution pursuant to the terms of Resolution No. 12-18. Eligible part-time employees considered “new members” by CalPERS shall pay the employee contribution rate established by CalPERS, as may change from time to time.

- D. Retiree Medical: As required by, and in an amount established by California Government Code Section 22892, the City shall contribute toward CalPERS retiree health insurance for retiring full-time employees who have worked for the City for a minimum of 10 years. Part-time service for employees who transition from part-time to full-time employment with the City may be used to meet the 10-year requirement, with each 174 hours counting as one month.

- E. Monthly Benefit Allowance: The City shall provide part-time employees with a monthly benefit allowance of \$800 per month. A portion of the allowance shall be allocated to pay for the employee assistance program and health insurance, as provided in this resolution. The remaining balance of the monthly benefit allowance may be allocated by the employee to elect benefits available through the City’s Internal Revenue Code Section 125 Flexible Benefits Plan, in accordance with applicable plan documents. Any amount of the monthly benefit allowance that remains after the allocations described above shall be forfeited. Part-time employees who are provided a monthly benefit allowance shall be required to make elections for the annual calendar

year use of the entirety of monthly benefit allowances during an enrollment/election period established by the City Manager, as may change from time to time. Modifications of annual calendar year elections following any enrollment/election period shall be limited to qualifying events as set forth in applicable plan documents.

- F. Employee Assistance Program: The City shall contract for an employee assistance program; enrollment in the program shall be mandatory for all part-time employees. The cost of enrollment in the employee assistance program shall be deducted from each part-time employee's salary or monthly benefit allowance, if provided.
- G. Health Insurance: All employees shall be covered by basic health insurance that qualifies as Minimum Essential Coverage under California law. The City shall contract for health insurance through CalPERS; enrollment in a CalPERS health plan shall be mandatory for all part-time employees unless proof of coverage under a qualifying, alternate non-individual market basic health insurance plan is provided. The cost of enrollment in a CalPERS health plan shall be deducted first from each part-time employee's monthly benefit allowance and then from salary (if necessary).
- H. Flexible Benefits Plan: The City shall contract for the provision of an Internal Revenue Code Section 125 Flexible Benefits Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense and/or by electing to allocate a portion of their monthly benefit allowance, if provided.
- I. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all part-time employees. Part-time employees may contribute to the plan through a salary reduction at their sole expense.
- J. Paid Time Off: Part-time employees shall accrue 160 hours per year of annual paid time off (leave), which shall be pro-rated based on the number of hours regularly worked less than 40 hours per week. Paid time off may be used for doctors' appointments, personal and family sick time, bereavement leave, jury duty leave, vacation, and personal business. Paid time off may also be used up to the number of hours regularly worked during unpaid holidays that fall on weekdays (less any floating holiday time used). Hours earned are accrued on a pro-rata basis by pay period.

Part-time employees may maintain a balance of no more than 300 hours of paid time off (Leave Accrual Limit) and shall cease to accrue additional paid time off when the Leave Accrual Limit has been reached. When a part-time employee's balance of paid time off falls below the Leave Accrual Limit, accrual shall resume beginning with the first pay period following the pay period in which the balance of paid time off fell below the Leave Accrual Limit. Upon separation from the City, part-time employees shall be compensated for the balance of their accrued paid time off.

SECTION 5. All employees who work less than 20 hours per week on a regularly assigned basis shall be considered “limited part-time employees” for the purpose of this resolution. Limited part-time employees shall receive the following benefits:

- A. Retirement: All City employees, including part-time employees, are required to participate in the Social Security system.
- B. Deferred Compensation Plan: The City shall contract for the provision of an Internal Revenue Code Section 457 Deferred Compensation Plan; enrollment in the plan shall be voluntary for all limited part-time employees. Limited part-time employees may contribute to the plan through a salary reduction at their sole expense.
- C. Paid Time Off: After the first 30 calendar days of employment, and every January 1 thereafter, limited part-time employees shall accrue 24 hours of annual paid time off (leave), which may be used for personal illness, to care for a sick family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the limited part-time employee is a victim of domestic violence, sexual assault, or stalking. Paid time off shall not be used within the first 90 calendar days of employment for new limited part-time employees. There is no accrual or carryover of paid time off between or across calendar years. Upon termination from the City, limited part-time employees shall not be compensated for the balance of their paid time off. If a limited part-time employee separates from and is rehired by the City within one year, previously accrued and unused paid time off shall be reinstated.

SECTION 6. The City Manager is authorized to offer technology allowances of up to \$79.50 per employee per month to employees who are regularly required to use their personal cellular telephones, personal computers, and/or other personal

technology to conduct City business, with the exception of the City Manager. Such technology allowances shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month in order to receive payment.

SECTION 7. The City Manager is authorized to offer notary public stipends of \$100 per employee per month to employees who regularly provide notary public and foreign pension acknowledgement services in the course of City business, with the exception of the City Manager. Such notary public stipends shall be added to employee compensation and shall be paid in the first pay period of each month, subject to any applicable wage withholding or similar taxes. Employees must be in paid status on regularly scheduled workdays during the first pay period of each month, and in possession of an active and valid notary public commission from the State of California as of the payroll processing date for the first pay period of each month, in order to receive payment. The City Manager is also authorized to incur and pay, on behalf of the City, costs related to the education and commission of employees who regularly provide notary public services in the course of City business, with the exception of the City Manager.

SECTION 78. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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8.6
AD HOC AUDIT COMMITTEE
(NO REPORT)

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8.7
CITY COUNCIL MEETING SCHEDULE
(NO REPORT)

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