

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, July 20, 2022
2:00 p.m.

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

Carol Moore
Mayor

Cynthia Conners
Mayor Pro Tem

Noel Hatch
Councilmember



Shari L. Horne
Councilmember

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.

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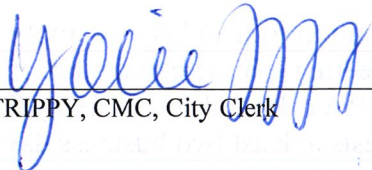
FOR ADDITIONAL INFORMATION

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 2:00 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: 878 4350 7030 followed by pound (#) and the following meeting passcode: 207715 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: 878 4350 7030
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 207715
- 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 Wildfire Awareness and Prevention Season – Mid-Summer to Early Autumn 2022

Recommendation: Approve the proclamation.

4.2 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 Reserved

6.2 City Treasurer’s Report

Recommendation: Receive and file the City Treasurer's Report for the month of June 2022.

6.3 Warrant Register

Recommendation: Approve the warrant register dated July 20, 2022 in the amount of \$1,004,017.19.

6.4 Teleconferencing for Meetings

Recommendation: Adopt a resolution entitled:

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)

6.5 Retirement Governmental Money Purchase Plan

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND RESTATING THE ICMA RETIREMENT CORPORATION (DOING BUSINESS AS MISSIONSQUARE RETIREMENT) GOVERNMENTAL MONEY PURCHASE PLAN, AND AUTHORIZING THE EXECUTION OF A PLAN ADOPTION AGREEMENT, AS WELL AS OTHER RELATED DOCUMENTS

6.6 Arborist and Tree Risk Assessment Services

Recommendation: Approve an extension of the agreement with Monarch Environmental Services for arborist and tree risk assessment services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.7 Senior Mobility Program

Recommendation: Approve Amendment No. 1 to Cooperative Agreement No. C-1-3936 with the Orange County Transportation Authority for the Senior Mobility Program and authorize the City Manager to execute the amendment, subject to approval as to form by the City Attorney.

6.8 El Toro Road and Moulton Parkway Water Quality Treatment Project Engineering Services

Recommendation:

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

AND

2. Approve an agreement with Fuscoe Engineering for El Toro Road and Moulton Parkway Water Quality Treatment Project engineering services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Mobility Technology Plan

Recommendation:

1. Receive and file a presentation from the Southern California Association of Government (SCAG) and IBI Group, Inc. regarding the Mobility Technology Plan being prepared for the City as part of SCAG's 2020-2021 Sustainable Communities Program – Smart Cities & Mobility Innovations.

AND

2. Provide input to SCAG, IBI Group, Inc., and the City Manager regarding the preparation of the Mobility Technology Plan.

8.2 California Senate Bill 1127 (Atkins) (2021-2022)

Recommendation: Adopt a position in opposition to California Senate Bill 1127 (Atkins) (2021-2022) (Workers' compensation: liability presumptions.) and authorize the Mayor to sign related correspondence.

8.3 Compensation Equity
(agendized by Mayor Moore)

Recommendation: Discuss the item.

8.4 Transparency of City of Laguna Woods
(agendized by Mayor Moore)

Recommendation: Discuss and approve a policy.

8.5 California Assembly Bill 1594 (Ting) (2021-2022)
(agendized by Mayor Moore)

Recommendation: Discuss California Assembly Bill 1594 (Ting) (2021-2022) (Firearms: civil suits.), which Governor Newsom signed into law on July 12, 2022.

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 Connors; 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 Connors; 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

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

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

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting:	Wednesday, August 17, 2022 at 2 p.m. Laguna Woods City Hall 24264 El Toro Road, Laguna Woods, California 92637
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4.1
WILDFIRE AWARENESS AND PREVENTION
SEASON – MID-SUMMER TO EARLY AUTUMN
2022

Proclamation
City of Laguna Woods
Wildfire Awareness and Prevention Season
Mid-Summer – Early Autumn 2022

WHEREAS, in the last five years, California has experienced eight of the most destructive wildfires and five of the deadliest wildfires in the state’s history. In 2020, wildfires burned more than 4,304,000 acres, destroyed over 11,000 structures, and tragically claimed 33 lives; and

WHEREAS, climate change has created a new wildfire reality in California. Persistent drought, warmer temperatures, and more severe winds have created conditions that will lead to more frequent and catastrophic fires. To meet this challenge, California must adopt an “all-of-the-above” approach to protecting public safety and maintaining the health of our forests; and

WHEREAS, 11 million people – approximately a quarter of the state’s population – live in high fire risk areas, including the wildland-urban interface. Public education and up-to-date regional emergency planning will be key to making our communities more resilient to the impacts of wildfire and other extreme weather events. Residents can learn about the Orange County Fire Authority’s “Ready, Set, Go!” Program to prepare for wildfire season and help prevent loss of life and property at www.OCFA.org/RSG; and

WHEREAS, we must also recognize that a robust wildfire response by firefighters alone cannot protect us, and every citizen has a key role in preventing destructive wildfires from occurring.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim the height of wildfire season (mid-summer to early autumn) 2022 as “Wildfire Awareness and Prevention Season” in the City of Laguna Woods and encourages residents and businesses to do their part to raise public awareness, take steps to protect our homes and businesses, and take steps to prevent sparking a wildfire. One less spark means one less wildfire.

Dated this 20th day of July, 2022

Carol Moore
Mayor

Attest: Yolie Trippy, CMC
City Clerk

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4.2
CITY HALL/PUBLIC LIBRARY PROJECT UPDATE
(NO REPORT)

6.0
CONSENT CALENDAR SUMMARY



City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: July 20, 2022 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the July 20, 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 July 20, 2022 Consent Calendar contains the following items:

- 6.1 Reserved
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of June 2022.
- 6.3 Approval of the warrant register dated July 20, 2022 in the amount of \$1,004,017.19. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 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.
- 6.5 Approval of a resolution amending and restating the ICMA Retirement Corporation (doing business as MissionSquare Retirement) Governmental Money Purchase Plan, and authorizing the execution of a plan adoption agreement, as well as other related documents. In 2003, the City established a Governmental Money Purchase Plan to provide benefits for the then-City Manager. The Internal Revenue Service (“IRS”) is now requiring that the City amend and restate the terms of the plan to incorporate various regulatory changes no later than July 31, 2022. The proposed resolution includes the actions necessary to maintain IRS compliance and continues to restrict additional employees from participating in the plan. The plan is not a part of the City’s current compensation and benefits structure, but is maintained due to the former City Manager’s account balance.
- 6.6 Approval of an extension of the agreement with Monarch Environmental Services for arborist and tree risk assessment services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a two-month period from August 1, 2022 through September 30, 2022 with no increase in rates or other changes to terms and conditions. Staff is currently evaluating proposals received in response to a recent Request for Proposals (“RFP”) for arborist and tree risk assessment services, and anticipates making a recommendation to the City Council in the coming months.
- 6.7 Approval of Amendment No. 1 to Cooperative Agreement No. C-1-3936 with the Orange County Transportation Authority for the Senior Mobility Program and authorization for the City Manager to execute the amendment, subject to approval as to form by the City Attorney. The proposed amendment (Attachment A) would make a clarifying change to the Senior Mobility Program Agency Service Plan (Exhibit A within Attachment B) related to social/recreational destinations. The proposed amendment would not affect the current operation of the Senior Mobility Program.
- 6.8 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code

Section 3.06.080(c) related to competitive bidding. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Fuscoe Engineering is uniquely positioned to provide engineering services for the El Toro Road and Moulton Parkway Water Quality Treatment Project, having prepared the technical memorandum assessing options for National Pollutant Discharge Elimination System compliance upon which the project is based (Exhibit D to the proposed agreement). That technical memorandum was previously submitted to the City Council as part of the June 15, 2022 agenda packet. Due to Fuscoe Engineering's qualifications, prior experience related to the project, and past performance, staff recommends waiving competitive bidding requirements for the proposed agreement.

AND

[2] Approval of an agreement with Fuscoe Engineering for El Toro Road and Moulton Parkway Water Quality Treatment Project engineering services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The El Toro Road and Moulton Parkway Water Quality Treatment Project is included in the Fiscal Years 2021-32 Capital Improvement Program.

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6.1
RESERVED
(NO REPORT)

6.2
CITY TREASURER'S REPORT



City of Laguna Woods
City Treasurer's Report
 For the Month Ended June 30, 2022

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 5/31/22	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 6/30/22	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 1,587,781	\$ 379,132	\$ (1,004,258)	\$ (735,000)	\$ 227,655	1.72%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4)	\$ 7,456	\$ 6,420	\$ (7,609)	\$ -	\$ 6,267	0.05%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 7,482	\$ 5,512	\$ (6,420)	\$ -	\$ 6,574	0.05%	
Petty Cash	\$ 999	\$ 2,357	\$ (856)	\$ -	\$ 2,500	0.02%	
Total Cash and Cash Equivalents	\$ 1,603,719	\$ 393,420	\$ (1,019,142)	\$ (735,000)	\$ 242,996	1.84%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 941,652	\$ -	\$ -	\$ -	\$ 941,652	7.12%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 9,510,801	\$ 7,582	\$ (614)	\$ -	\$ 9,517,768	71.94%	
Total Pooled Money Investment Accounts	\$ 10,452,453	\$ 7,582	\$ (614)	\$ -	\$ 10,459,420	79.06%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2)	\$ 1,812,846	\$ -	\$ -	\$ 715,205	\$ 2,528,051	19.11%	
Total Investments - Interest and Income Bearing	\$ 1,812,846	\$ -	\$ -	\$ 715,205	\$ 2,528,051	19.11%	30.00%
TOTAL	\$ 13,869,018	\$ 401,001	\$ (1,019,757)	\$ (19,795)	\$ 13,230,467	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (2,326,847)	\$ 2,554,501	\$ 227,655
Cash Balances, MBS Account	\$ 6,267	\$ -	\$ 6,267
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 6,574	\$ -	\$ 6,574
Petty Cash	\$ 2,500	\$ -	\$ 2,500
LAIF	\$ 941,652	\$ -	\$ 941,652
OCIP	\$ 9,517,768	\$ -	\$ 9,517,768
Certificates of Deposit	\$ 2,528,051	\$ -	\$ 2,528,051
Totals	\$ 10,675,966	\$ 2,554,501	\$ 13,230,467

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended June 30, 2022

ITEM 6.2

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	245,921	245,000	3.250	Monthly	11/05/18	Green***	3.250	10/05/22
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	246,708	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	241,663	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	246,869	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	243,503	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
38150VBG3	2022-2	GOLDMAN SACHS BK USA	24 months	05/24/22	06/01/22	245,000	243,319	245,000	2.900	Semi-Annual	12/01/22	Green*	2.900	06/03/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	235,149	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
59013KGJ9	2020-2	MERRICK BANK	60 months	03/24/20	03/31/20	100,000	95,865	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
14042TGG6	2022-1	CAPITAL ONE BK USA NATL ASSN	36 months	05/24/22	05/25/22	245,000	243,033	245,000	3.100	Semi-Annual	11/25/22	Green*	3.100	05/27/25
32022RRG4	2022-4	1ST FINL BK USA	48 months	06/15/22	06/24/22	245,000	243,204	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	242,817	245,000	3.250	Monthly	07/15/22	Green***	3.250	06/15/27
		Accrued Interest - Month End					6,574							
Total CDs						2,545,000	2,534,625	2,545,000						

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

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

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

Table 2: Veribanc Color Rankings (used beginning in September 2017)

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

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

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	941,429	941,652	941,429	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	9,502,722	9,517,768	9,502,722	Note 3	Monthly	N/A	N/A	N/A	N/A
Total PMIA						10,444,151	10,459,420	10,444,151						

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
 For the Month Ended June 30, 2022

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 5/31/22	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 6/30/22
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) <small>(CERBT holds all assets and administers the OPEB Trust)</small>	\$ 134,563	\$ -	\$ (9)	\$ (6,131)	\$ 128,423
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) <small>(CEPPT holds all assets and administers the Employer Pension Contributions Trust)</small>	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Funds - Held in Trust	<u>\$ 134,563</u>	<u>\$ -</u>	<u>\$ (9)</u>	<u>\$ (6,131)</u>	<u>\$ 128,423</u>

(See **NOTES** on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended June 30, 2022

CASH AND INVESTMENTS

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect June 2022 vendor invoicing processed after the date of this report.

Note 2 - During June 2022, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance includes an adjustment in the amount of \$222.79 to reflect the fair market value of the investment at June 30, 2021. The fair market value as of June 30, 2022 is not currently available.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of \$15,046.16 to reflect the fair market value of the investment at June 30, 2021. The fair market value as of June 30, 2022 is not currently available.

Investments / There were no maturities of investments. The City invested \$735,000 cash balance in three Certificates of Deposit: \$245,000 in a Goldman Sacks Bank USA Certificate of Deposit for a 24 month term at a 2.900% yield rate, \$245,000 in a Lafayette Certificate of Deposit for a 60 month term at a 3.250% yield rate, and \$245,000 in a 1st Financial Bank USA Certificate of Deposit for a 48 month term at a 3.150% yield rate. Investments were adjusted in the amount of (\$19,795.25) to report balances at fair market value as of June 30, 2022.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net loss of (\$6,140.31) in June 2022.

Employer Pension Contributions Trust / In April 2021, the City elected to participate in the CEPPT. The City has not yet made contributions to the CEPPT.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in June 2022 net of related fees were:

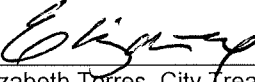
Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0	See Notes	See Notes	July 2022	Total pool interest yield for June 2022 was 0.861% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$7,582	February & March 2022	See Notes	See Notes	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at June 30, 2022 was \$15,380.09. June 2022 interest rate was 0.762% and fees were 0.020%.

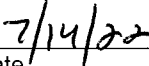
Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$6,419.60 and transferred out \$7,609.32 in cash balances to the City's checking account in June 2022. Cash balances to be invested or paid out are classified separately on page 1 of 4. The City's portfolio also has \$6,574.20 in accrued interest, not yet vested.

City Treasurer's Certification

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

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


 Elizabeth Torres, City Treasurer


 Date

6.3 WARRANT REGISTER

CITY OF LAGUNA WOODS

ITEM 6.3

WARRANT REGISTER

July 20, 2022

This Report Covers the Period 6/01/2022 through 6/30/2022

Date	Vendor Name	Description	Amount
Debit	Automatic Bank Debits:		
Debit 06/01/2022	BUSINESS PLANS	Employee Benefit Program / May 2022	50.00
Debit 06/02/2022	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / May 2022	828.76
Debit 06/02/2022	AUTHORIZE.NET	Credit Card Processing Fees / May 2022	12.00
Debit 06/08/2022	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/06/2022	3,023.83
Debit 06/08/2022	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/06/2022	1,633.10
Debit 06/07/2022	BUSINESS PLANS	Employee Benefit Program / June 2022	54.88
Debit 06/09/2022	ADP TAX	Payroll Taxes / Pay Period Ended 06/03/2022	8,262.78
Debit 06/09/2022	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 06/03/2022	16,943.27
Debit 06/10/2022	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 6/03/2022	2,795.00
Debit 06/10/2022	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 05/06/2022 and 5/20/2022	374.77
Debit 06/13/2022	CALPERS - HEALTH	Employee Benefit Program / June 2022	7,501.35
Debit 06/14/2022	U.S. BANK	Bank Service Charges / May 2022	88.02
Debit 06/15/2022	BUSINESS PLANS	Employee Benefit Program / June 2022	416.67
Debit 06/22/2022	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/20/2022	3,023.83
Debit 06/22/2022	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 05/20/2022	1,616.09
Debit 06/23/2022	ADP TAX	Payroll Taxes / Pay Period Ended 06/17/2022	8,187.25
Debit 06/23/2022	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 06/17/2022	16,856.42
Debit 06/23/2022	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 6/17/2022	2,795.00
Check Number	Warrants:		
5782 06/03/2022	ABOUND FOOD CARE	Edible Food Recovery Program Services / April 2022	317.00
5783 06/03/2022	AMAZON CAPITAL SERVICES	Office Supplies	28.66
5784 06/03/2022	CIVIL SOURCE	Engineering Services / April 2022	16,890.00
5785 06/03/2022	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / June 2022	539.50
5786 06/03/2022	INTERWEST CONSULTING GROUP	Building Official, Permit Counter & Inspection Services / April 2022	22,535.00
5787 06/03/2022	JOHN L. HUNTER & ASSOCIATES, INC	NPDES Inspection Services / March 2022	833.75
5788 06/03/2022	LAGUNA WOODS CIVIC SUPPORT FUND	Library Founders Wall Credit Card Contributions	1,000.00
5789 06/03/2022	LSA ASSOCIATES, INC.	Planning Services / April 2022	3,102.25
5790 06/03/2022	OFFICE TEAM	Temporary Filing Clerk Services / Weeks Ended May 13 & 20, 2022	2,681.26
5791 06/03/2022	PETTY CASH	Increase Petty Cash and Taxi Cash Drawer	1,000.00
5791 06/03/2022	PETTY CASH	Replenish Petty Cash / May 2022	-
5792 06/03/2022	RICOH USA, INC.	Copier Lease / June 2022	214.20
5793 06/03/2022	SECRETARY OF STATE	Notary Exam & Application Processing	40.00
5794 06/03/2022	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	1,062.84
5795 06/03/2022	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / June 2022	120.18
5796 06/03/2022	WILLDAN ENGINEERING	Code Enforcement Services / April 2022	2,400.00
5797 06/09/2022	360CIVIC	Website Hosting / May 2022	200.00
5798 06/09/2022	A & B HOME REMODELING & DESIGN	Building Plan Review Refund	155.00
5799 06/09/2022	ACC BUSINESS	City Hall Internet Service / April 2022	594.67
5800 06/09/2022	ACM CONSTRUCTION, BUILDER GROUP	Building Plan Review Refund	77.50
5801 06/09/2022	AT&T	Telephone / 458-3487 / May 2022	43.18
5802 06/09/2022	AT&T	Telephone / 639-0500 / May 2022	220.58

**CITY OF LAGUNA WOODS
WARRANT REGISTER
July 20, 2022**

ITEM 6.3

This Report Covers the Period 6/01/2022 through 6/30/2022

Date	Vendor Name	Description	Amount	
5803	06/09/2022	AT&T	Telephone / 452-0600 / May 2022	2,381.79
5804	06/09/2022	BROAD SKY NETWORKS	City Hall Internet Service / June 2022	171.45
5805	06/09/2022	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / March 2022	12,468.75
5806	06/09/2022	CAPTIONING UNLIMITED	Closed Captioning / May 2022	600.00
5807	06/09/2022	CMTA	Investment Policy Review	270.00
5808	06/09/2022	DALINGHAUS CONSTRUCTION	Building Plan Review Refund	77.50
5809	06/09/2022	FRED FASHAMI	Building Plan Review Refund	77.50
5810	06/09/2022	HINDERLITER DE LLAMAS & ASSOCIATES	Sales & Use Tax Consulting Services / April - June 2022	750.00
5811	06/09/2022	IBUILD SPECTRUM INC.	City Hall/Public Library Project	110,074.84
5812	06/09/2022	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / March & May 2022	190.00
5813	06/09/2022	JOSE GRAHAM	Building Plan Review Refund	77.50
5814	06/09/2022	LUCKY CONSTRUCTION	Building Plan Review Refund	77.50
5815	06/09/2022	OFFICE TEAM	Temporary Administrative Services / Week Ending May 20, 2022	1,471.38
5815	06/09/2022	OFFICE TEAM	Temporary Filing Clerk Services / Week Ended May 27, 2022	1,245.97
5816	06/09/2022	ORANGE COUNTY REGISTER-NOTICES	Public Notices / May 2022	1,533.88
5817	06/09/2022	PARK CONSULTING GROUP, INC	Software Consulting Services / May 2022	1,881.25
5818	06/09/2022	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / May 2022	18,677.26
5819	06/09/2022	RICHARD SMITH	Building Plan Review Refund	77.50
5820	06/09/2022	RICOH USA, INC.	Copier Usage / May 2022	174.44
5821	06/09/2022	SECRETARY OF STATE	Notary Exam & Application Processing	40.00
5822	06/09/2022	SOUTH COAST RESTORATION	City Hall Maintenance	19,365.53
5823	06/09/2022	SOUTHERN CALIFORNIA EDISON	Electric Services / April - May 2022	6,452.55
5824	06/09/2022	VIDIFLO, LLC	Audio Visual Services	8,735.36
5825	06/09/2022	WEST COAST REMODEL	Building Plan Review Refund	77.50
5826	06/09/2022	WL MCFADDEN CONSTRUCTION, INC	Building Plan Review Refund	77.50
5827	06/09/2022	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / May 2022	3,533.42
5828	06/16/2022	360CIVIC	Website Maintenance / June 2022	400.00
5829	06/16/2022	AT&T	Telephone / 581-9821 / May 2022	156.60
5830	06/16/2022	AT&T	White Pages / June 2022	4.62
5831	06/16/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / May 2022	15,877.40
5832	06/16/2022	BROWN ARMSTRONG ACCOUNTANCY CORPORATION	Audit Services / Fiscal Year 2021-22	4,000.00
5833	06/16/2022	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / April 2022	10,565.00
5834	06/16/2022	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / May 2022	80.00
5835	06/16/2022	EL TORO WATER DISTRICT	Water Service / April 2022	4,014.93
5836	06/16/2022	FOREST PRINTING & COPYING INC	Printing Services	1,267.14
5837	06/16/2022	IBUILD SPECTRUM INC.	City Hall/Public Library Project	80,331.34
5838	06/16/2022	INTERWEST CONSULTING GROUP	Building Official, Permit Counter & Inspection Services / March - May 2022	147,891.25
5839	06/16/2022	JOHN L. HUNTER & ASSOCIATES, INC	NPDES Inspection Services / April 2022	595.00
5840	06/16/2022	KALBAN, INC.	ADA Pedestrian Accessibility Improvement Project: Phase 5	288,145.92
5841	06/16/2022	KONE INC.	City Hall Elevator Maintenance / June 2022	225.00
5842	06/16/2022	MARC DONOHUE	Administrative Services / May 2022	300.00
5843	06/16/2022	MICHAEL BAKER INTERNATIONAL	Planning Services / May 2022	1,977.75
5844	06/16/2022	OBR ARCHITECTURE, INC.	City Hall/Public Library Project	4,848.40
5845	06/16/2022	ORKIN	Pest Control Services	650.00

CITY OF LAGUNA WOODS

ITEM 6.3

WARRANT REGISTER

July 20, 2022

This Report Covers the Period 6/01/2022 through 6/30/2022

Date	Vendor Name	Description	Amount	
5846	06/16/2022	PRACTICAL DATA SOLUTIONS	IT Support Services / May 2022	3,319.92
5847	06/16/2022	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / May 2022	24.54
5848	06/16/2022	STAPLES	Office & Janitorial Supplies	484.81
5849	06/16/2022	SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / May 2022	4,350.00
5850	06/16/2022	VERIZON WIRELESS	Building iPad Data Plans / May 2022	120.03
5851	06/16/2022	WEST COAST ARBORISTS, INC	Tree Pruning Services / April - May 2022	53,466.00
5852	06/16/2022	WILLDAN ENGINEERING	Code Enforcement Services / May 2022	2,520.00
5853	06/30/2022	360CIVIC	Website Hosting / April 2022	200.00
5854	06/30/2022	ACC BUSINESS	City Hall Internet Service / May 2022	594.67
5855	06/30/2022	APRIL BAUMGARTEN	Mileage Reimbursement	1,052.81
5856	06/30/2022	BARTEL ASSOCIATES, LLC	OPEB Valuation / Fiscal Year 2021-22	4,091.50
5857	06/30/2022	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / May 2022	9,868.75
5858	06/30/2022	CALIFORNIA YELLOW CAB	Taxi Voucher Services / May 2022	830.00
5859	06/30/2022	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / May 2022	9,264.00
5860	06/30/2022	CIVIL SOURCE	Traffic Engineering / May 2022	13,760.00
5861	06/30/2022	OFFICE TEAM	Temporary Administrative Services / Weeks Ended May 13 & 27, June 3 & 10, 2022	4,094.26
5862	06/30/2022	OMNI ENTERPRISE INC	Janitorial Services / May 2022	2,560.00
5863	06/30/2022	PORT 53 TECHNOLOGIES, INC.	Computer Software	4,176.49
5864	06/30/2022	SIEMENS MOBILITY, INC.	Traffic Signal Maintenance / May 2022	3,242.50
5865	06/30/2022	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / May 2022	1,931.76
5866	06/30/2022	SOUTHERN CALIFORNIA SHREDDING,	Shredding Services / May 2022	450.00
5867	06/30/2022	TONY'S LOCKSMITH & SAFE SERV.	City Hall Maintenance	125.00
5868	06/30/2022	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 4)	2,742.91
5869	06/30/2022	WEST COAST REMODELING EXPERTS	Building Plan Review Refund	77.50
			Total Bank Debits and Warrants:	\$ 1,003,756.76
Petty Cash Expenditures Paid Out (See Note 2)				
		Home Depot	City Hall/Public Library Project	\$73.17
		Home Depot	City Hall Maintenance	\$71.08
		April Baumgarten	Parking Reimbursement	\$15.00
		Amazon	City Hall Maintenance	\$53.86
		Nadia Cook	Mileage Reimbursement	\$47.32
			Total Petty Cash:	\$260.43
			TOTAL	\$ 1,004,017.19

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of June 2022, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and Tao.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished.

**CITY OF LAGUNA WOODS
WARRANT REGISTER
July 20, 2022**

This Report Covers the Period 6/01/2022 through 6/30/2022

Date	Vendor Name	Description	Amount
Note 3 - The table below summarizes credit card expenditures paid via Check #5794 to U.S. Bank totaling \$1,062.84:			
	Microsoft	Office 365 Subscription	\$589.11
	Adobe	Computer Software	\$84.95
	Zoom	Video Conferencing	\$84.97
	GovernmentJobs.com	Job Posting	\$199.00
	Secretary of State	Civic Support Fund Statement Filing	\$20.00
	FedEx	Postage	\$84.81
Total Credit Card Reimbursement:			<u><u>\$1,062.84</u></u>
Note 4 - The table below summarizes credit card expenditures paid via Check #5868 to U.S. Bank totaling \$2,742.91:			
	Microsoft	Office 365 Subscription	\$573.33
	Adobe	Computer Software	\$84.95
	Zoom	Video Conferencing	\$84.97
	Constant Contact	Digital Marketing	\$101.88
	Elkay - Mrdirect	Office Supplies	\$67.88
	Stater Bros	Office Supplies	\$8.08
	National Notary Association	Notary Training & Supplies	\$1,473.52
	MCA Direct	Election Supplies	\$348.30
Total Credit Card Reimbursement:			<u><u>\$2,742.91</u></u>

Administrative Services Director/City Treasurer's Certification

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

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



 Elizabeth Torres, Administrative Services Director/City Treasurer

7/14/22

 Dated

6.4 TELECONFERENCING FOR MEETINGS

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 June 15, 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 a 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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6.5
RETIREMENT GOVERNMENTAL MONEY
PURCHASE PLAN

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND RESTATING THE ICMA RETIREMENT CORPORATION (DOING BUSINESS AS MISSIONSQUARE RETIREMENT) GOVERNMENTAL MONEY PURCHASE PLAN, AND AUTHORIZING THE EXECUTION OF A PLAN ADOPTION AGREEMENT, AS WELL AS OTHER RELATED DOCUMENTS

WHEREAS, in 2003, the City established a governmental money purchase plan and trust with the ICMA Retirement Corporation to provide benefits for a single class of employee (“Governmental Money Purchase Plan”); and

WHEREAS, the ICMA Retirement Corporation is now doing business as MissionSquare Retirement; and

WHEREAS, the former City Manager is the sole participant and maintains an account balance in the Governmental Money Purchase Plan; and

WHEREAS, the City is required by the Internal Revenue Service to amend and restate the terms of the Governmental Money Purchase Plan to incorporate various regulatory changes no later than July 31, 2022.

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

SECTION 1. The City Council hereby elects to amend and restate the Governmental Money Purchase Plan as per the adoption agreement attached hereto as Exhibit A and authorizes the Mayor or City Manager to execute the adoption agreement, subject to approval as to form by the City Attorney.

SECTION 2. The City Council hereby directs the Administrative Services Director/City Treasurer to file a true and correct original or certified copy of the amended and restated Governmental Money Purchase Plan with the ICMA Retirement Corporation (doing business as MissionSquare Retirement) and further authorizes the City Manager and Administrative Services Director/City Treasurer to take any additional actions necessary to follow the processes and procedures established by the ICMA Retirement Corporation (doing business as MissionSquare

Retirement) to maintain the qualified status of the Governmental Money Purchase Plan, including executing other related documents and certifications as may be necessary or advantageous.

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 a 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

6.6
ARBORIST AND TREE RISK ASSESSMENT
SERVICES

**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
MONARCH ENVIRONMENTAL SERVICES
FOR ARBORIST AND TREE RISK ASSESSMENT SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on December 16, 2020, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Monarch Environmental Services ("CONSULTANT"), is made and entered into this _____ by and among the CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between December 16, 2020 and 11:59 p.m. on June 30, 2022; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT; and

WHEREAS, the AGREEMENT was previously extended through 11:59 p.m. on July 31, 2022.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on August 1, 2022 and ending at 11:59 p.m. on September 30, 2022 with no changes to the terms and conditions of the AGREEMENT except as specified herein.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONSULTANT:

By _____
Matt Davenport, President

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

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6.7
SENIOR MOBILITY PROGRAM

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**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-1-3936
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF LAGUNA WOODS
FOR
SENIOR MOBILITY PROGRAM**

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the Orange County Transportation Authority (hereinafter referred to as "AUTHORITY"), and City of Laguna Woods (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, by Cooperative Agreement No. C-1-3936 dated December 14, 2021, AUTHORITY and CITY entered into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, AUTHORITY and CITY agree to revise Exhibit A, entitled “Senior Mobility Program Agency Service Plan” to include additional eligible trips.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY that Cooperative Agreement No. C-1-3936 is hereby amended in the following particulars only:

Amend **Exhibit A, Senior Mobility Program Agency Service Plan**, to add “Sporting / Fitness, Government Office / Service, Charity-Social Group Event, Aquarium / Zoo, and Amusement Park” to Item 3, under “Social / Recreational”.

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ITEM 6.7 - Attachment A
**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-1-3936**

1 The balance of said Agreement remains unchanged.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Cooperative
3 Agreement No. C-1-3936 to be executed as of the date of the last signature below.


4 **CITY OF LAGUNA WOODS**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By: _____
7 Christopher Macon
8 City Manager

By: _____
9 Georgia Martinez
10 Department Manager, Contracts and Procurement

11 **APPROVED AS TO FORM:**

12 By:  _____
13 James Donich (Jun 27, 2022 11:18 CDT)
14 James M. Donich
15 General Counsel

Bm

MB

COOPERATIVE AGREEMENT NO. C-1-3936

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA WOODS

FOR

SENIOR MOBILITY PROGRAM

THIS COOPERATIVE AGREEMENT (“Agreement”), is effective this 14 day of December, 2021 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (herein referred to as “AUTHORITY”) and the City of Laguna Woods, 24264 El Toro Road, Laguna Woods, California 92637 (hereinafter referred to as “CITY”) each individually known as “PARTY” and collectively known as “PARTIES”.

RECITALS:

WHEREAS, CITY is desirous of obtaining transportation services for seniors of CITY; and

WHEREAS, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, this Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing an SMP for senior transportation; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY and CITY agree to comply with all elements of the SMP Project U Funding and Policy Guidelines (SMP Guidelines); and

WHEREAS, AUTHORITY’s Board of Directors approved this Agreement on May 24, 2021;

/

1 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

2 **ARTICLE 1. COMPLETE AGREEMENT**

3 A. This Agreement, including any attachments incorporated herein and made applicable by
4 reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this
5 Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings,
6 and communications. The invalidity in whole or in part of any term or condition of this Agreement shall
7 not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals
8 are true and correct and are incorporated by reference herein.

9 B. AUTHORITY's failure to insist on any instance(s) upon CITY's performance of any term(s) or
10 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's
11 right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation
12 in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall
13 not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized
14 representative of AUTHORITY by way of a written amendment to this Agreement and issued in
15 accordance with the provisions of this Agreement.

16 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or
17 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such
18 performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in
19 respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not
20 be binding upon CITY except when specifically confirmed in writing by an authorized representative of
21 CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of
22 this Agreement.

23 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

24 A. AUTHORITY agrees to provide funds per the SMP Guidelines:

25 1. Services provided under the SMP are available to individuals sixty (60) years of
26 age and older.

1 2. Funds for the program are identified as one percent (1%) of Renewed Measure M
2 (M2), also called OC GO, net sales tax revenue (Net Revenue) and will be allocated to all local
3 jurisdictions based upon the participating entity's respective percentage of the senior population of the
4 entire County.

5 3. Senior population will be determined by using the most current official decennial
6 Census information provided by the U.S. Census Bureau.

7 4. All active participants will receive their portion of funding on a bi-monthly basis.

8 B. AUTHORITY agrees that Net Revenues allocated shall be expended within three (3)
9 years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not
10 be granted beyond a total of five (5) years from the date of the initial funding allocation.

11 C. In the event the time limits for use of Net Revenues are not satisfied, then any retained
12 Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned
13 to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to
14 any project within the same source program at the discretion of AUTHORITY.

15 D. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus
16 paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation.
17 CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of
18 Five Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

19 **ARTICLE 3. RESPONSIBILITIES OF CITY**

20 A. CITY must satisfy all M2 eligibility criteria, as specified in the Orange County Local
21 Transportation Authority Ordinance No. 3, Attachment B, Section III, in order to receive their formula
22 allocation for the SMP.

23 B. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above
24 will be used exclusively for providing accessible senior transportation services as specified in
25 Exhibit A, entitled "Senior Mobility Program Agency Service Plan."

26 /

1 C. CITY agrees to comply with all elements of the SMP Guidelines as specified in
2 Exhibit A, Attachment 1.

3 D. CITY agrees that Net Revenues allocated shall be expended within three (3) years of
4 receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be
5 granted beyond a total of five (5) years from the date of the initial funding allocation.

6 E. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
7 Revenues that were allocated to CITY and interest earned thereon shall be returned to AUTHORITY and
8 these Net Revenues and interest earned thereon shall be available for allocation to any project within the
9 same source program at the discretion of AUTHORITY.

10 F. CITY agrees to match twenty percent (20%) of the total annual program expenditures.
11 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

12 G. CITY may contract with a third-party service provider to provide senior transportation
13 services provided that:

- 14 1. Contractor is selected using a competitive procurement process; and
- 15 2. Wheelchair accessible vehicles are available and used when requested.

16 H. CITY shall procure and maintain insurance coverage during the entire term of this
17 Agreement. Proof of coverage may include commercial insurance, permissible self-insurance or
18 coverage as provided through a joints powers pool, subject to AUTHORITY review and acceptance.
19 CITY shall provide the following insurance coverage:

20 1. Commercial General Liability, to include Products/Completed Operations, Independent
21 Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000 per
22 occurrence and \$2,000,000 general aggregate;

23 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
24 combined single limit of \$1,000,000 each accident;

25 3. Workers' Compensation with limits as required by the State of California including a
26 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

1 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
2 limit-disease, and \$1,000,000 policy limit employee-disease.

3 I. Proof of such coverage, in the form of an insurance company issued policy endorsement
4 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
5 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
6 from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents
7 designated as additional insured on the general and automobile liability. Such insurance shall be primary
8 and non-contributive to any insurance or self-insurance maintained by AUTHORITY. CITY shall also
9 include in each subcontract the stipulation that subcontractor shall maintain coverage in the amounts
10 required as provided in this Agreement. Subcontractors will be required to include AUTHORITY and other
11 project stakeholders as (an) additional insured(s) on the commercial general liability, auto, and excess
12 liability policies.

13 J. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement
14 Number C-1-3936; and, the Associate Contract Administrator's Name, Luis Martinez.

15 K. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY agrees
16 to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the
17 vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title
18 and registration from AUTHORITY to CITY within thirty (30) calendar days from
19 taking possession of the vehicle.

20 **ARTICLE 4. TERM OF AGREEMENT**

21 A. This Agreement shall commence July 1, 2021 and shall continue in full force and effect
22 through June 30, 2026 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

23 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
24 additional five (5) years, commencing July 1, 2026, and continuing through June 30, 2031 (Option Term),
25 and thereupon require CITY to continue to provide services, and otherwise perform, in accordance with
26 Exhibit A.

1 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
2 right to terminate the Agreement for AUTHORITY's convenience or CITY's default as provided elsewhere
3 in this Agreement. The "maximum term" of this Agreement shall be the period extending from
4 commencement through June 30, 2031, which period encompasses the Initial Term and Option Term.

5 **ARTICLE 5. NOTICES**

6 All notices pertaining to this Agreement and any communications from the PARTIES may be
7 made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or
8 certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:	To AUTHORITY:
City of Laguna Woods	Orange County Transportation Authority
24264 El Toro Road Laguna Woods, CA 92637	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Christopher Macon City Manager Tel: (949) 639-0525 <i>Email: cmacon@cityoflagunawoods.org</i>	Attention: Luis Martinez Associate Contract Administrator Tel: (714) 560-5767 <i>E-mail: lmartinez1@octa.net</i>

17 **ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS**

18 AUTHORITY and CITY agree that in performance of their obligations under this Agreement,
19 they shall comply with all applicable federal, California state and local laws, statutes and ordinances
20 and all lawful orders, rules and regulations promulgated thereunder.

21 **ARTICLE 7. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
23 (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or
24 incorporated by reference.

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1 **ARTICLE 8. AUDIT AND INSPECTION OF RECORDS**

2 CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's
3 accounting books, program records, payroll documents and facilities as AUTHORITY deems necessary.
4 CITY shall maintain such books, records, data and documents in accordance with generally accepted
5 accounting principles and shall clearly identify and make such items readily accessible to such parties
6 during CITY's performance hereunder and for a period of five (5) years from the date of final payment by
7 CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend
8 to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by
9 any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

10 **ARTICLE 9. TERMINATION**

11 AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in
12 whole or in part by giving the other PARTY written notice thereof of not less than thirty (30) days in
13 advance of the specified date of termination.

14 **ARTICLE 10. INDEMNIFICATION**

15 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
16 employees and agents from and against any and all claims (including attorney's fees and reasonable
17 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
18 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY,
19 its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out
20 of the performance of this Agreement .

21 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full
22 indemnification of AUTHORITY.

23 C. As a funding source, AUTHORITY shall not be liable for any claims or losses arising
24 from CITY as a result of using the fund.

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1 **ARTICLE 11. ALCOHOL AND DRUG POLICY**

2 A. CITY agrees to establish and implement an alcohol and drug program that complies with
3 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement
4 as Exhibit B. CITY agrees to produce any documentation necessary to establish its compliance with
5 sections 701-707.

6 B. Failure to comply with this Article may result in nonpayment or termination of this
7 Agreement.

8 **ARTICLE 12. FORCE MAJEURE**

9 Either PARTY shall be excused from performing its obligations under this Agreement during
10 the time and extent that it is prevented from performing by a cause beyond its control, including, but
11 not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or
12 facilities by the federal state or local government; national fuel shortage; or a material act of omission
13 by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and
14 provided further that such nonperformance is unforeseeable, beyond the control and is not due to the
15 fault or negligence of the PARTY not performing.

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement No. C-1-3936 to be
2 executed as of the date of the last signature below.

3 **CITY OF LAGUNA WOODS**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: 

By: *Darrell E. Johnson*
Darrell E. Johnson (Dec 14, 2021 12:09 PST)
Darrell E. Johnson
Chief Executive Officer

8 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

9
10 By: *Alisha Patterson*
Alisha Patterson (Sep 29, 2021 11:01 PDT)
11 City Attorney

By: 
James M. Donich (Aug 17, 2021 11:30 PDT)
James M. Donich
General Counsel

APPROVAL RECOMMENDED:

15 By: *Helen E. McCormick*
Helen E. McCormick (Dec 13, 2021 13:38 PST)
Beth McCormick
Executive Director, Operations

APPROVAL RECOMMENDED:

20 By: *Jennifer L. Bergener*
Jennifer L. Bergener (Dec 13, 2021 13:42 PST)
Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer

26 *bm*

MB



Senior Mobility Program Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency’s council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency	<u>City of Laguna Woods</u>	Date	<u>December 22, 2020</u>
Program Contact	<u>Christopher Macon</u>	Phone	<u>(949) 639-0525</u>
Email	<u>cmacon@cityoflagunawoods.org</u>		

Service Description:

1. Program goals and objectives:

The City’s Senior Mobility Program subsidizes the cost of taxi travel for Laguna Woods residents who are at least 60 years of age.

Objectives include:

- Offering affordable and discounted taxi services to increase resident mobility
- Improving service to key destinations not readily served by transit
- Improving coordination between transit services to provide more frequent and better-timed connections between services
- Providing an on-call, door-to-door service for residents (demand-response)
- Making transit more accessible and convenient for residents by participating in OCTA marketing and outreach efforts to encourage use of fixed-route transit services by older adults
- Ensuring the safety of resident transit users by maintaining adequate oversight of safety-related aspects of the services provided by a contract service provider

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|--|---|
| <input type="checkbox"/> Directly-Operated | <input checked="" type="checkbox"/> Subsidized Taxi Program |
| <input type="checkbox"/> Contract Service Provider | <input type="checkbox"/> Other (Please Describe) |
| <input type="checkbox"/> Volunteers | |

The City contracts with a taxi company and offers subsidized vouchers and travel to residents using said company. Except for certain non-emergency medical trips, all travel is arranged directly between eligible residents and the taxi company on a demand-response basis. The city does not charter buses or directly-operate its own fleet of vehicles using the SMP funds.

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Senior Center | <input checked="" type="checkbox"/> Personal Care |
| <input checked="" type="checkbox"/> Nutrition | <input checked="" type="checkbox"/> Shopping |
| <input checked="" type="checkbox"/> Medical | <input checked="" type="checkbox"/> Social / Recreation (Please Describe) |

Residents may travel to social/recreation destinations within Orange County (e.g., gatherings with family and friends, restaurants, theatres, concert venues, community events, parks, beaches, libraries, museums, educational facilities, financial institutions, religious institutions, places of worship, cemeteries, etc.) with the exception of John Wayne Airport. Social/recreation travel is not permitted outside of Orange County. The city does not charter buses or otherwise organize group travel to casinos, wineries, or any other destination using SMP funds.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

Yes

No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

Medical trips to the Long Beach Veterans Hospital

5. Fare structure:

General travel vouchers ("taxi bucks") save residents 30% of the cost of taxi trips (FY 2020-21). Taxi bucks are available in books valued at \$50 (sold for \$35) and \$100 (sold for \$70). Non-emergency medical transportation ("NEMT") can be arranged by city staff or purchased by travel voucher (select locations only), at rates ranging from \$6 to \$16 one-way, which saves residents between 50% and 87% (FY 2020-21). Irvine Station travel vouchers cost \$10 one-way, which saves residents 60% (FY 2020-21). The fare structure is subject to periodic modification by the City Council and is re-evaluated at least annually.

6. Number of vehicles:

0

7. Projected annual ridership:

5,000

8. Source(s) of 20 percent match funding:


City's General Fund

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE



Name: Christopher Macon

Title: City Manager

OCTA REPRESENTATIVE


Helen E. McCormick (Dec 13, 2021 13:38 PST)

Name: Helen E. McCormick

Title: Executive Director, Operations

Senior Mobility Program Project U Funding and Policy Guidelines

November 2018

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County participating cities and eligible agencies based upon their senior population. One percent (1%) of M2 net revenue is used to fund the program and participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures.

Included in the SMP are eligible non-profits. These agencies are funded locally and must also comply with the Guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow participating cities and eligible agencies to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate the Orange County Transportation Authority's (OCTA) fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Participating cities and eligible agencies must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.¹ Adherence to strict funding guidelines is required.

Participating cities and eligible agencies are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

¹ Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies' percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three (3) years of receipt.

OCTA may grant a two (2)-year extension beyond the three (3)-year expenditure limitation; however, an extension may not exceed five (5) years from the date of the initial funding allocation. Participating cities and eligible agencies requesting an extension beyond the three (3)-year limitation must submit a justification letter for review and approval by OCTA at least ninety (90) days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible participating city and eligible agency, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the participating cities and eligible agencies' employees who perform work on the program. Participating cities and eligible agencies may also be required to submit supporting documentation to substantiate local match expenditures. Participating cities and eligible agencies are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent (20%) match requirement must be met by the end of each fiscal year, defined as June 30.

Participating cities and eligible agencies not satisfying the annual 20 percent (20%) match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- \$ 60,000
Withholding from Future Allocation(s)	\$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals sixty (60) years of age and older. Participating cities and eligible agencies have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Participating cities and eligible agencies should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately ten (10) miles of the Orange County border.

Participating cities and eligible agencies also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the participating city and eligible agency must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Participating cities and eligible agencies whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Participating cities and eligible agencies will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Participating cities and eligible agencies will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Participating cities and eligible agencies may receive one retired OCTA ACCESS paratransit vehicle per year, free of charge, to support their senior transportation programs subject to availability. Any retired ACCESS vehicles in excess of one (1) per year may be purchased for a cost equivalent to the refurbishment cost incurred by OCTA.

7.0 Service Plan Adoption

Participating cities and eligible agencies shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the participating cities and eligible agencies' governing body and approved by the OCTA Board of Directors. Any revision to the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval. Revisions to the trips listed on the Service Plan will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Insurance

Participating cities and eligible agencies shall procure and maintain insurance coverage as specified in their SMP cooperative agreements with OCTA.

9.0 Drug and Alcohol Testing

Participating cities and eligible agencies shall establish and implement an alcohol and drug testing program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.

10.0 Marketing and Outreach

Participating cities and eligible agencies shall participate as appropriate in OCTA marketing and outreach efforts to encourage the use of fixed route transit service by older adults.

11.0 Recognition of OCTA Sponsorship

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go Senior Mobility Program decal on vehicles used in this Program, excluding taxis.

12.0 Vehicle Maintenance

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the Program, including:

Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.

Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.

Maintaining maintenance records for each vehicle for five (5) years.

If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent (10%) are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent (20%) local match requirement.

15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

A. Operational Reports

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

Operational reports are due thirty (30) days after the end of the service month.

B. Financial Reports

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Participating City and Eligible Agency Total Contribution & Source
- Participating City and Eligible Agency Share as % of Total Operating Cost
- Cumulative Participating City and Eligible Agency Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost

- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Financial reports are due sixty (60) days after the end of the quarter. Reports must be certified by the participating city and eligible agency's Finance Director or Finance Director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their City Manager or City Manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within ninety (90) days of the end of the fiscal year reported upon.

Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

16.0 Audits & Inspection of Records

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.



Orange County Transportation Authority
ACCESS PREOPERATION INSPECTION
DEFECT REPORT

BODY DAMAGE:

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: Defects: Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: Defects: Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: Defects: Signature: _____

PREOPERATIONS INSPECTIONS

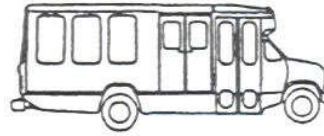
Indicate with an (x) that each item has been checked:

- | | |
|---|--|
| <u>AM/PM</u> | <u>AM/PM</u> |
| <input type="checkbox"/> Tires/Lug Nuts (wheels & rims) | <input type="checkbox"/> Emergency Reflectors |
| <input type="checkbox"/> Motor-Guard | <input type="checkbox"/> Turn Signal Switch/Horn |
| <input type="checkbox"/> Air System | <input type="checkbox"/> First Aid Kit |
| <input type="checkbox"/> Lights/Reflectors | <input type="checkbox"/> Radio |
| <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Driver's Seat/Belt |
| <input type="checkbox"/> Wheelchair Lift Cover | <input type="checkbox"/> Door Interlock |
| <input type="checkbox"/> Mirrors | <input type="checkbox"/> W/C Tie Down Straps |
| <input type="checkbox"/> Windshield Wipers/Washers | <input type="checkbox"/> Manual Lift Bar |
| <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Conduct Walk Around |
| <input type="checkbox"/> Steering Mechanism | <input type="checkbox"/> Parking/Brakes/Service Brakes |

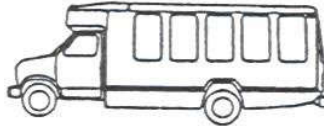
DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

- | | | |
|--|--|--|
| <u>BRAKES</u> | <u>RETARDER</u> | <u>ENGINE</u> |
| <input type="checkbox"/> Brake Fluid Leaks | <input type="checkbox"/> Light On: | <input type="checkbox"/> Hot Engine/Water Leaks |
| <input type="checkbox"/> Soft/Hard | <input type="checkbox"/> Brakes Not Applied | <input type="checkbox"/> Low Oil/Oil Leaks |
| <input type="checkbox"/> Pull to L/R | <input type="checkbox"/> Light On: | <input type="checkbox"/> Starts Hard |
| <input type="checkbox"/> Dragging | <input type="checkbox"/> Brakes Applied, | <input type="checkbox"/> No Power/Eng. Ck. Light |
| <input type="checkbox"/> Smoking | <input type="checkbox"/> Bus Stopped | <input type="checkbox"/> Smokes |
| <input type="checkbox"/> Emergency Brake | <input type="checkbox"/> Light Not On: | <input type="checkbox"/> Idles Rough/Vibration |
| <input type="checkbox"/> Other - explain | <input type="checkbox"/> Brakes Applied, | <input type="checkbox"/> Exhaust, Vacuum Leaks |
| | <input type="checkbox"/> Bus Moving | <input type="checkbox"/> Fuel Leaks/LPG/Gas |
| <u>TIRES/WHEELS</u> | <u>AVC & HEATING</u> | <input type="checkbox"/> Other - explain |
| <input type="checkbox"/> Flat | <input type="checkbox"/> Off | <u>TRANSMISSION</u> |
| <input type="checkbox"/> Embedded Object | <input type="checkbox"/> Too Cold/Hot | <input type="checkbox"/> Won't Go Into Gear |
| <input type="checkbox"/> Cut | <input type="checkbox"/> Defroster Defect | <input type="checkbox"/> Slips/Grinds/Lurches |
| <input type="checkbox"/> Smooth/Cord | <input type="checkbox"/> Ventilation (Blowers) | <input type="checkbox"/> Excessive Noise |
| <input type="checkbox"/> LF RF RRI RRO LRI LRO | <input type="checkbox"/> Fumes | <input type="checkbox"/> Leaks |
| <input type="checkbox"/> Loose Missing Lugs | <input type="checkbox"/> Other - explain | <input type="checkbox"/> Drive Line Vibration |
| <input type="checkbox"/> Other - explain | | <input type="checkbox"/> Rear End Noise |
| <u>LIGHTS</u> | <u>ENTRANCE/EXIT DOORS/</u> | <u>STEERING</u> |
| <input type="checkbox"/> Interior | <u>WINDOWS</u> | <input type="checkbox"/> Hard/Binds |
| <input type="checkbox"/> Exterior | <input type="checkbox"/> Slow | <input type="checkbox"/> Shimmy |
| <input type="checkbox"/> Location: _____ | <input type="checkbox"/> Inoperative | <input type="checkbox"/> Excessive Play |
| | <input type="checkbox"/> Leaks Air | <input type="checkbox"/> Other - explain |
| | <input type="checkbox"/> Excessive Play | |
| | <input type="checkbox"/> Other - explain | <u>ELECTRICAL EQUIPMENT</u> |
| | <input type="checkbox"/> Emergency Releases | <input type="checkbox"/> Generator/Starter |
| <u>VEHICLE CLEANLINESS</u> | <u>WHEELCHAIR LIFT</u> | <input type="checkbox"/> Turn Signals/Flashers |
| <input type="checkbox"/> Interior | <input type="checkbox"/> Will Not Fold Out | <input type="checkbox"/> Horn |
| <input type="checkbox"/> Exterior | <input type="checkbox"/> Will Not Lower/Raise | <input type="checkbox"/> Fare Box |
| <input type="checkbox"/> Floor | <input type="checkbox"/> No Restraint Down/Up | <input type="checkbox"/> Instruments/Gauges |
| <input type="checkbox"/> Windows | <input type="checkbox"/> Lift Will Not Fold Into Bus | <input type="checkbox"/> Fuel, Oil, Amp Meter |
| <input type="checkbox"/> Seat Condition | | |
| Explain: _____ | | |
| _____ | | |
| _____ | | |
| <u>RADIO</u> | <input type="checkbox"/> Seats | <input type="checkbox"/> Handrails |
| | | <input type="checkbox"/> Modesty Panels |

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature _____

Date _____

Senior Mobility Program

Monthly Reporting Form



Agency Information

Service for the - Month of: July Year of: 2021
 Participating Agency: _____
 Agency Contact Name: _____
 Contact Number / Email: _____

Operational Data

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2021	FYTD	Jul 2021	FYTD	Jul 2021	FYTD
Senior Center		-		-		-
Medical		-		-		-
Nutrition		-		-		-
Shopping		-		-		-
Personal Care		-		-		-
Social & Recreational	-	-	-	-	-	-
Amusement Park		-		-		-
Aquarium / Zoo		-		-		-
Beach / Park		-		-		-
Charity-Social Group Event		-		-		-
Community-Cultural Event		-		-		-
Education / Employment		-		-		-
Family-Friends		-		-		-
Funeral / Memorial Service		-		-		-
Government Office / Service		-		-		-
Library / Museum / Historical Site		-		-		-
Movies / Theater / Concert		-		-		-
Religious Institution		-		-		-
Restaurant		-		-		-
Sporting / Fitness		-		-		-
Transit Center / Hub		-		-		-
Total	-	-	-	-	-	-

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's operating data.

Submitted By: _____

Signature: _____

Date: _____

THIS REPORT IS DUE NO LATER THAN 30 DAYS AFTER THE END OF THE SERVICE MONTH

Please send this report by email to CTSPROGRAMS@OCTA.NET.

Senior Mobility Program

Monthly Reporting Form



Agency Information

Service for the - Month of: July Year of: 2021
 Participating Agency: _____
 Agency Contact Name: _____
 Contact Number / Email: _____

Financial Summaries

Cost Category	Jul 2021		FYTD	
	Cost	% of Total	Cost	% of Total
Direct Cost: Contracted Services		0.0%	\$ -	0.0%
Direct Cost: In-House Labor		0.0%	\$ -	0.0%
Direct Cost: Vehicle Expenses		0.0%	\$ -	0.0%
Direct Cost: Marketing / Outreach		0.0%	\$ -	0.0%
Subtotal Direct Costs	\$ -	-	\$ -	-
Indirect Costs? <input type="checkbox"/> Yes	\$ -	0.0%	\$ -	0.0%
Total Expenses	\$ -	0.0%	\$ -	0.0%

Above Total Expenses Paid By...	Jul 2021	% of Total	FYTD	% of Total
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Total Contributions	\$ -	0.0%	\$ -	0.0%

Above Agency Contribution Sources	Jul 2021	% of Total	FYTD	% of Total
General Fund / In-Kind		0.0%	\$ -	0.0%
General Donations		0.0%	\$ -	0.0%
Transportation Fees / Rider Fares		0.0%	\$ -	0.0%
Title IIIB Funds		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Total Agency Contributions	\$ -	0.0%	\$ -	0.0%

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's financial data.

Submitted By: _____ Must be by the Finance Director or Designee

Signature: _____ Date: _____

THIS REPORT IS DUE NO LATER THAN 60 DAYS AFTER THE END OF THE SERVICE QUARTER

Please send this report by email to CTSPROGRAMS@OCTA.NET.



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

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**EL TORO ROAD AND MOULTON PARKWAY
WATER QUALITY TREATMENT PROJECT
ENGINEERING SERVICES**

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
FUSCOE ENGINEERING
FOR EL TORO ROAD AND MOULTON PARKWAY WATER QUALITY
TREATMENT PROJECT 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 Fuscoe Engineering ("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 _____ and ending at 11:59 p.m. on December 31, 2023. Such term may be extended upon written agreement of both parties to this AGREEMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

(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

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

(c) 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.

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

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

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

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

(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, 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.

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: Fuscoe Engineering
ATTN: President
16795 Von Karman, Suite 100
Irvine, CA 92606

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.

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

SECTION 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:

Christopher Macon, City Manager

Ian Adam, Principal

Approved as to Form:

Alisha Patterson, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete engineering services for the project specified below 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.

Project: El Toro Road and Moulton Parkway Water Quality Treatment Project

The El Toro Road and Moulton Parkway Water Quality Treatment Project (“Project”) includes the construction of the Moulton Parkway Vegetated Swale and Woods End Wilderness Preserve Modular Wetland System described in the memorandum included as EXHIBIT "D."

Task 1. Research and Site Evaluation

CONSULTANT shall perform all research and site evaluation, including site walks, necessary to the services outlined in this Project’s tasks 2 through 12.

Task 2. 30% Construction Documents

CONSULTANT shall prepare 30% construction documents for CITY review. 30% construction documents shall include grading design for the bioswale and improvement design for the modular wetland system. This task includes coordination with suppliers.

Task 3. 100% Construction Documents

CONSULTANT shall prepare 100% construction documents for CITY review and plan check. This task includes design, calculations, quantities, and response to plan check comments.

Task 4. Hydrology Memorandum

CONSULTANT shall prepare a hydrology memorandum documenting existing and proposed drainage patterns and systems, including a hydrology map, hydraulic calculations, and a written narrative of the Project, its impacts, and how they are mitigated.

Task 5. Water Quality Management Plan (“WQMP”) Amendment

CONSULTANT shall prepare a WQMP amendment in conformance with CITY and applicable National Pollutant Discharge Elimination System (“NPDES”) regulations. The WQMP Amendment shall be formatted to summarize changes from the original WQMP and update applicable sections of the original WQMP with information of the new treatment Best Management Practices (“BMPs”) included in this Project.

Task 6. Technical Specifications

CONSULTANT shall prepare technical specification documents necessary for design, bidding, and construction of the Project. Task assumes CITY shall provide “boilerplate” front end specifications and CONSULTANT shall provide technical specifications for construction items. CONSULTANT shall also prepare a Project cost estimate and bid schedule for bidding purposes.

Task 7. Project Coordination

CONSULTANT shall provide coordination and participate in meetings with CITY and CITY's contract engineering and landscape architecture firms, as necessary.

Task 8. Construction Phase Project Coordination

During construction of the Project, CONSULTANT shall provide coordination consisting of field consultations, contractor submittal reviews, substantial conformance reviews, site visits, and bond exoneration assistance.

Task 9. BMP Inspections During and After Construction

CONSULTANT shall provide BMP inspections during construction of the Project to ensure that low impact development BMPs are constructed per plan and as specified in the WQMP amendment. CONSULTANT shall identify missing, damaged, or deficient elements of BMPs and ensure they are corrected. Should there be unforeseen conflicts identified in the field during construction, CONSULTANT shall provide technical support to ensure solutions/revisions meet BMP design and sizing criteria for the Project. This task includes two inspections for each low impact development BMP – one to inspect underground elements and one to inspect above ground elements and finished condition, as well as one post-construction BMP inspection of each low impact development BMPs to ensure that they are performing as designed, after six months of operation or first rain event, whichever is sooner.

Task 10. Record Drawings

At the completion of the construction of the Project, CONSULTANT shall modify the 100% construction documents that it prepared in Task 3 to incorporate field modifications as noted from information provided by the contractor, the final walk of the site, and field modifications that CONSULTANT has been made aware of during construction.

CITY shall provide CONSULTANT with a topographic survey of both improvement areas plotted with a contour interval of one foot (1') and including all existing improvements and surface culture.

CITY shall provide CONSULTANT with a title report for both improvement areas, including map exhibits identifying relevant easements and dedications.

EXHIBIT "B"
COMPENSATION

El Toro Road and Moulton Parkway Water Quality Treatment Project

CONSULTANT shall be compensated using the rates set forth in Table B-1.

Table B-1: Compensation Schedule

Task 1. Research and Site Evaluation	\$2,500 Fixed Fee
Task 2. 30% Construction Documents	\$8,000 Fixed Fee
Task 3. 100% Construction Documents	\$15,000 Fixed Fee
Task 4. Hydrology Memorandum	\$4,500 Fixed Fee
Task 5. Water Quality Management Plan ("WMP") Amendment	\$8,000 Fixed Fee
Task 6. Technical Specifications	\$6,500 Fixed Fee
Task 7. Project Coordination	Not to Exceed \$7,000 ¹
Task 8. Construction Phase Project Coordination	Not to Exceed \$5,000 ¹
Task 9. BMP Inspections During and After Construction	\$4,500 Fixed Fee
Task 10. Record Drawings	\$3,000 Fixed Fee
Reimbursable Expenses	Not to Exceed \$4,000 ²
TOTAL	Not to Exceed \$68,000

¹ Meetings & Coordination shall be charged at the following rates: Principal / Sr. Project Manager \$240 per hour; Project Manager \$210 per hour; Sr. Designer / Project Engineer / Sr. Water Resource Engineer \$185 per hour; Designer / Engineer / Project Scientist / GIS Analyst \$165 per hour; CADD / Engineering / Environmental Tech. / Graphics Tech. \$135 per hour; Information Coordinator \$95 per hour; 1-person Survey Crew \$206 per hour; 2-person Survey Crew \$299 per hour; and, 3-person Survey Crew \$412 per hour.

² Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and CITY-approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.

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.

(5) Employment practices liability insurance.

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.

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

(5) Employment Practices Liability: \$500,000 per occurrence and \$1,000,000 general aggregate.

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

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

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

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

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

EXHIBIT "D"

**TECHNICAL MEMORANDUM FROM FUSCOE ENGINEERING
DATED MARCH 30, 2022**

15 pages beginning on next page

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TECHNICAL MEMORANDUM

Moulton Parkway WQMP – BMP Compliance Options Summary

PREPARED FOR: City of Laguna Woods

PREPARED BY: Fuscoe Engineering, Inc.

DATE: March 30, 2022

Background and Purpose

Fuscoe Engineering, Inc. (Fuscoe) was contracted by the City of Laguna Woods (City) to identify options to achieve compliance with applicable National Pollutant Discharge Elimination System (NPDES) requirements for the Moulton Widening Project, Segment 3 Phase II from 400' North of El Toro Road to 50' North of Santa Maria Avenue (Project). The Project originally had several Best Management Practices (BMPs) proposed to treat the redevelopment footprint of the Project. However, during construction, some of the BMPs were unable to be constructed due to unforeseen circumstances. Therefore, BMPs must be proposed to treat an equivalent area of the Project to achieve compliance.

The purpose of this memorandum is to summarize the options to achieve equivalent BMP water quality treatment to achieve compliance for the Project. Fuscoe completed a site walk and a review of all Project related documentation (WQMP and as-built plans) as well as performed water quality calculations to present options and a final recommendation to the City.

Methodology and Results

Fuscoe concluded that approximately 1.45 acres of the original Project goes untreated. Several BMP options were assessed and coordinated with the City. After dialogue with City staff, the options below seem most feasible to ultimately design and construct. These include (1) constructing a vegetated swale immediately downstream of the southwest quadrant of the original Project as well as (2) constructing a Modular Wetland System (MWS) near Woods End Wilderness Preserve or another area of the City.

Sizing of the proposed BMPs were done in substantial conformance with the 2017 South Orange County Technical Guidance Document (OC TGD) requirements.



Moulton Parkway Vegetated Swale

The tributary area to the potential swale location surveyed by the City in February/March 2022 is approximately 50,000 sf (1.15 acres) with a water quality flow rate of 0.269 cfs (0.404 cfs with 1.5x multiplier). Utilizing FlowMaster software (see Attachment A), results show that the swale would need to have the following minimum dimensions to provide for this treatment rate:

- Swale length: 162 feet
- Swale bottom width: 8 feet
- Swale top width: 9.05 feet
- Swale slope: 1.5% achieved with check dams

See Attachment B for the proposed vegetated swale exhibit. Based on these parameters, the proposed swale will offset 1.15 acres (79%) of required treatment area. Vegetated swales typically cost \$25/square foot for installation; at 1,692 sf (188' long by 9' wide), as proposed, the vegetated swale would cost approximately \$45,000.

As the total required treatment area is 1.45 acres, an additional BMP is necessary elsewhere throughout the City.

Woods End Wilderness Preserve Modular Wetland System

After discussing the options with the City on February 10th, the Woods End Wilderness Preserve area may be ideal to retrofit with a Modular Wetland System flow based BMP as this area will be undergoing improvements as part of a separate project. The upstream tributary area to the catch basin east of Woods End Wilderness Preserve is approximately 30,000 sf (0.69 acres). However, as the vegetated swale offsets 1.15 acres, the required area to be treated is 0.30 acres. A 100% impervious 0.30 acre area yields a water quality flow rate of 0.071 cfs or 0.106 cfs with the 1.5x multiplier. A single 4x8 MWS unit would be required which takes up 5' width x 9' length. This BMP may be placed near the catch basin east of Woods End Wilderness Preserve, or at another catch basin with adequate dimensions/available parkway area and sidewalk width for this footprint. See Attachment C for an exhibit of this option as well as Attachment D for supporting calculations, a standard detail, and planting options.

A 4x8 MWS unit costs approximately \$32,000 which includes unit price, delivery at job site, and media delivery.



Final Recommendation and Cost Estimate

After discussion with City staff, Fuscoe recommends maximizing the footprint of the vegetated swale off Moulton Avenue as well as incorporating a 4x8 MWS unit near Woods End Wilderness Preserve or other area of the City. This has an estimated total construction cost of \$77,000. This cost does not include design or maintenance, nor does it reflect all potential increases in cost due to present inflation or supply chain disruption. This memorandum and analysis serve as a conceptual level assessment of what is required to achieve compliance for the original Project. Additional scope is required to finalize this direction and ensure these solutions are technically feasible.

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Attachment A - FlowMaster Swale Sizing

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VEG-1 Minimum Vegetated Swale Length Required

Length Required:

Where: $L = 60 \times t_{RR} \times V_{WQ}$

L = Swale Length feet
 t_{RR} = Hydraulic Residence Time minutes
 V_{WQ} = Design Flow Velocity feet per second

DMA	Tributary Area (sf)	Tributary Area (ac)	Design Flow (cfs)	t_{RR} (min)	V_{WQ} (feet per second)	Length Required (feet)	Length Provided (feet)	t_{RR} (min) provided
SW Swale	50094	1.15	0.404	10	0.27	162	188	12.34567901

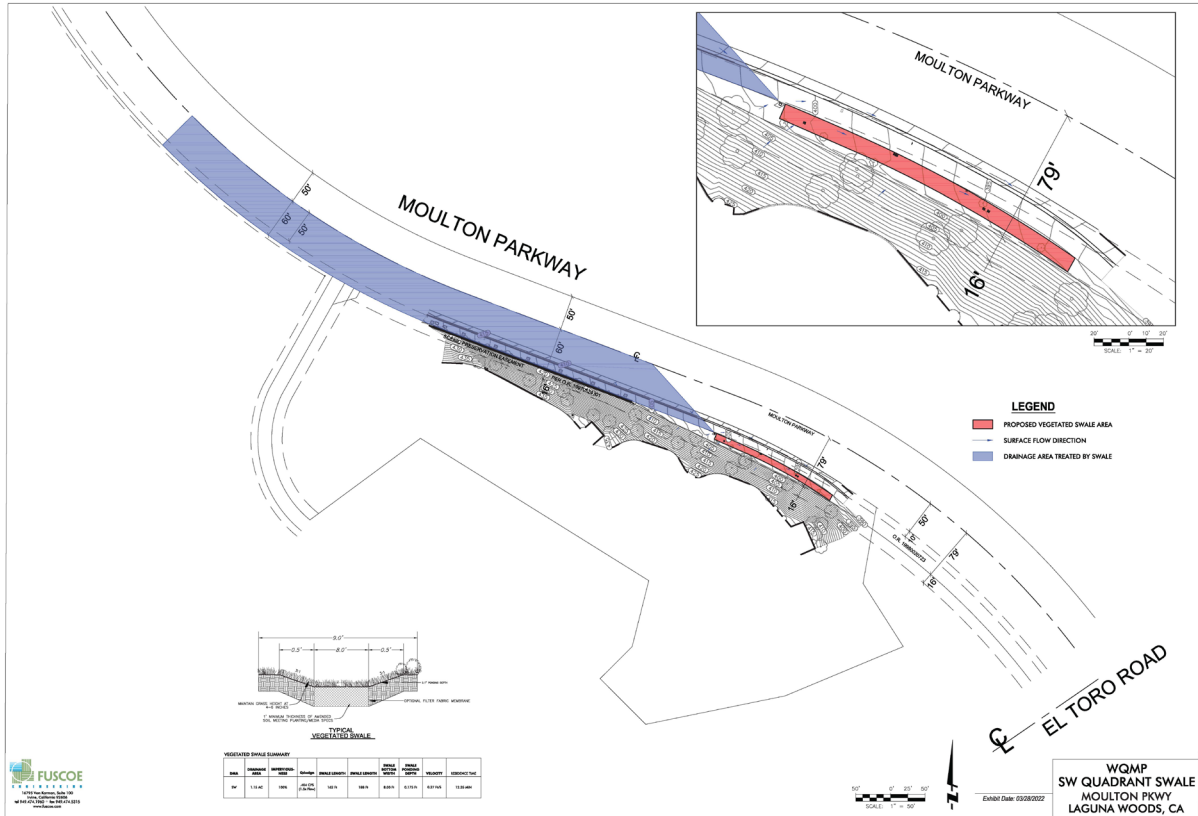
The screenshot displays a software interface for calculating channel flow. The left window, titled 'Worksheet: Trapezoidal Channel - 1', shows the following input parameters:

- Solve For: Normal Depth
- Roughness Coefficient: 0.200
- Channel Slope: 0.015 ft/ft
- Normal Depth: 2.1 ft
- Left Side Slope: 3.000 H:V
- Right Side Slope: 3.000 H:V
- Bottom Width: 8.00 ft
- Discharge: 0.40 cfs
- Friction Method: Manning Formula
- Flow Area: 1.5 ft²
- Wetted Perimeter: 9.1 ft
- Hydraulic Radius: 2.0 ft
- Top Width: 9.05 ft
- Critical Depth: 0.5 ft
- Critical Slope: 1.680 ft/ft
- Velocity: 0.27 ft/s
- Velocity Head: 0.00 ft
- Specific Energy: 0.18 ft
- Froude Number: 0.118
- Flow Type: Subcritical

The right window, titled 'Cross Section: Trapezoidal Channel - 1', shows a diagram of a trapezoidal channel cross-section with a bottom width of 8.00 ft and a normal depth of 2.1 ft. A scale of 1:1 is indicated.



Attachment B - Swale Exhibit





Attachment C - MWS Exhibit



Topo: 2018 USGS Aerial Date: 02/02/2022

MWS Exhibit
 Laguna Woods, CA

FUSCOE
 CONSULTANTS

- Catch Basin
- Storm Drain Lines
- Area Draining to Woods End Catch Basin
- MWS-L-4-8, sized for smaller tributary area (~13,000 sf)

1 inch = 80 feet

0 80 160 Feet

4/1/2022

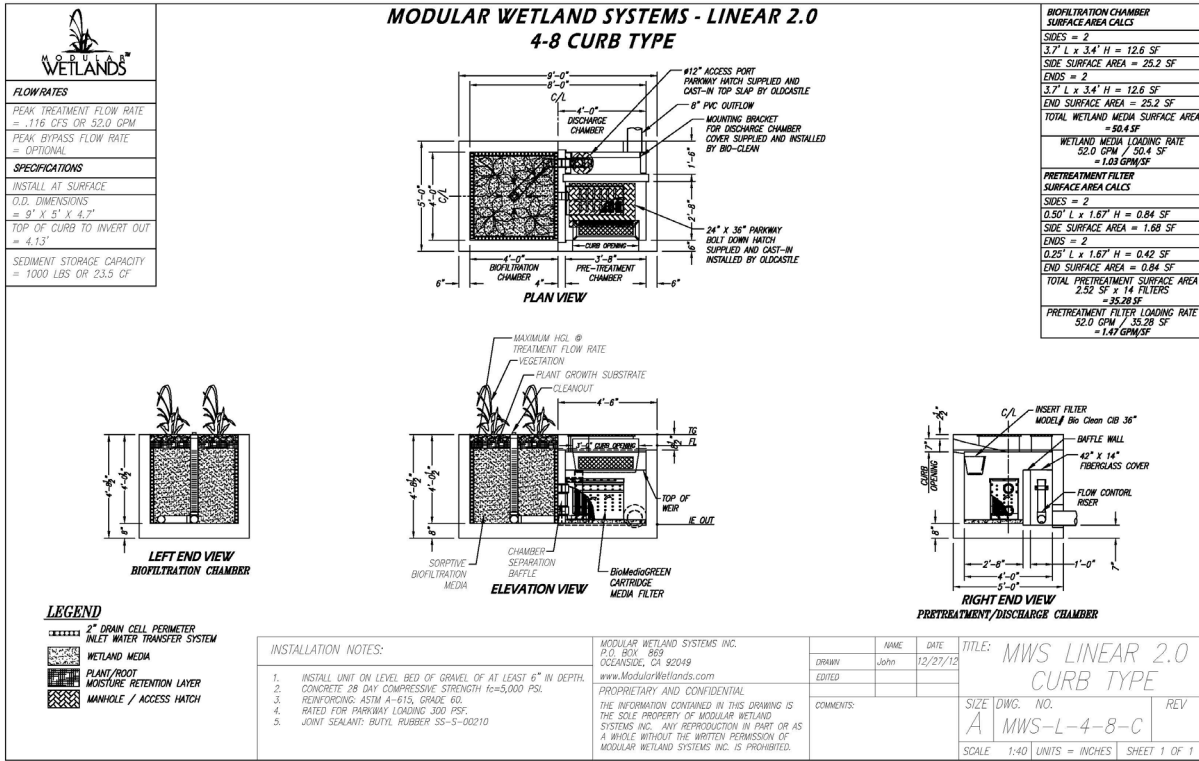
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Attachment D - MWS Calculations, Detail, and Planting Options

Worksheet 9: Flow-Based Compact Biofiltration with Supplemental Retention Method

		DMA =	MWS	
Part 1: Determine the design storm intensity of the compact biofiltration BMP				
1	Enter the time of concentration, T_c (min) (See E.2.3) (account for upstream detention by increasing T_c to a maximum 60 minutes per Section E.3.5.2 if detention is provided)	$T_c =$	5	min
2	Using Figure E-7 or the figure included in the worksheet, determine the design intensity at which the estimated time of concentration (T_c) achieves 80% capture efficiency, I_1	$I_1 =$	0.26	in/hr
3	Enter capture efficiency corresponding to upstream HSCs and/or upstream BMPs, Y_2 . Attach associated calculations.	$Y_2 =$	0	%
4	Using Figure E-7, determine the design intensity at which the time of concentration (T_c) achieves the upstream capture efficiency (Y_2), I_2	$I_2 =$	0	in/hr
5	Determine the design intensity that must be provided by BMP to achieve 80 percent capture, $I_{design, 80\%} = I_1 - I_2$	$I_{design, 80\%} =$	0.26	in/hr
Part 2: Calculate the design flowrate of the compact biofiltration BMP (Section E.2.6)				
6a	Enter DMA area tributary to BMP (s), A (acres)	A =	0.302	acres
6b	Enter DMA Imperviousness, imp (unitless)	imp =	100%	
6c	Calculate runoff coefficient, $c = (0.75 \times imp) + 0.15$	c =	0.900	
6d	Calculate flowrate to achieve 80 percent capture, $Q_{80\%} = (c \times I_{design, 80\%} \times A)$	$Q_{80\%} =$	0.071	cfs
7	Calculate design flowrate, $Q_{design} = Q_{80\%} \times 150\%$	$Q_{design} =$	0.106	cfs
Part 3: Demonstrate that Supplemental Retention BMPs Conform to Volume Reduction Targets (Only DMAs Categorized as "Biotreatment with Partial Infiltration")				
8	Describe system, including features to maximize volume reduction (if applicable): <u>Proprietary BioTreatment (BIO-7):</u> Unit Size / Model = MWS-4-8 Unit Size / Model Treatment Capacity = 0.115 cfs Number of Units Needed = 1.000 Total Bio-treatment Provided = 0.115 cfs			
9	Summarize calculations to demonstrate that volume reduction targets are met, where feasible and applicable.			
Supporting Calculations				
Provide time of concentration assumptions: 5 min T_c				
Graphical Operations				
Provide supporting graphical operations in figure above.				



Modular Wetland System - Linear® Plants for
Hardy Zone 10



Common Name <i>Latin Name</i>	Light Exposure	Hardy Range	Height	Flower Color
canna, canna tropicana, canna lilly <i>Canna X generalis</i>	full sun to partial shade	USDA Zones 8-11	2.5 to 8 feet	yellow, orange, red
Lily-of-the-Nile, African Lily, African Blue Lily <i>Agapanthus spp</i>	full sun to partial shade	USDA Zones 8-11	2 to 4 feet	blue
Vetiveria zizanioides (L.) Nash Vetiver Grass	full sun	USDA Zones 5-11	2 to 8 feet	green
giant wild rye <i>Leymus condensatus</i>	full sun	USDA Zones 3-11	4 to 8 feet	brown
society garlic, pink agapanthus <i>Tulbaghia violacea</i>	full sun to full shade	USDA Zones 7-10	1.5 to 3 feet	lavender
Gulf muhlygrass, mist grass, hairawn muhly <i>Muhlenbergia capillaris</i>	full sun to partial shade	USDA Zones 5-10	2 to 3 feet	pinkish purple
Lindheimer's muhlygrass, blue muhlygrass <i>Muhlenbergia lindheimeri</i>	full sun	USDA Zones 7-11	2 to 4 feet	purple to gray
horsetail, scouring rush, E. prealtum <i>Equisetum hyemale</i>	full sun to light shade	USDA Zones 3-11	2 to 4 feet	n/a
cattail, reed-mace <i>Typha latifolia</i>	full sun	USDA Zones 2-11	3 to 9 feet	brown
papyrus, Egyptian papyrus, bulrushes <i>Cyperus papyrus</i>	full sun to partial shade	USDA Zones 9-11	2 to 10 feet	white
lavender <i>Lavandula L.</i>	sun	USDA Zones 5-10	1 to 2 feet	purple

ITEM 6.8

palm sedge <i>Carex phyllocephala</i>	full sun to full shade	USDA Zones 7-10	1 to 2 feet	green
lemongrass, oil grass <i>Cymbopogon citratus</i>	full sun to partial shade	USDA Zones 10-11	4 to 6 feet	n/a
umbrella sedge, umbrella plant <i>Cyperus involucreatus</i>	full sun to partial shade	USDA Zones 8-11	2 to 6 feet	green/white
feather grass, Mexican needle grass <i>Nassella tenuissima</i>	full sun to partial shade	USDA Zones 7-11	2 to 3 feet	green/brown
sea oats, Chasmanthium paniculatum <i>Uniola paniculata</i>	full sun to partial shade	USDA Zones 6-10	3 to 6 feet	golden/brown
Cape lily, Powell's crinum lily <i>Crinum X powellii</i>	full sun to partial shade	USDA Zones 6-11	3 to 4 feet	white/pink
African iris, fortnight lily, morea iris <i>Dietes iridioides</i>	full sun to partial shade	USDA Zones 8-10	2 to 4 feet	white/purple
whirling butterflies, white gaura <i>Gaura lindheimeri</i>	full sun to partial shade	USDA Zones 5-10	2 to 4 feet	white/pink
daylily <i>Hemerocallis hybrids</i>	full sun to partial shade	USDA Zones 2-10	1 to 3.5 feet	various
Adam's needle, bear grass, weak-leaf yucca <i>Yucca filamentosa</i>	full sun	USDA Zones 5-10	3 to 5 feet	white
brome hummock sedge <i>Carex bromoides</i>	full sun to partial shade	USDA Zones 2-10	1 ft	green

The Modular Wetland System - Linear® standard 22' long system will require 18 to 20 plants. Different size systems will require different plant quantities, please contact us for detailed information.

The plants listed are tolerant to drought and have deep roots to allow for enhanced pollutant removal.

These plants are subject to availability in local areas. If you would like to use a different plant please contact us. We will work with you to ensure the chosen plants work with the projects current landscape theme.

The Modular Wetland System - Linear® should be irrigated like any other planter area. The plants in the system must receive adequate irrigation to ensure plant survival during periods of drier weather. As with all landscape areas the plants within the Modular Wetland System - Linear will require more frequent watering during the establishment period.

For more information please contact at: 760-433-7640 or email: info@modularwetlands.com

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8.1 MOBILITY TECHNOLOGY PLAN



City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: July 20, 2022 Regular Meeting

SUBJECT: Mobility Technology Plan

Recommendation

1. Receive and file a presentation from the Southern California Association of Government (SCAG) and IBI Group, Inc. regarding the Mobility Technology Plan being prepared for the City as part of SCAG's 2020-2021 Sustainable Communities Program – Smart Cities & Mobility Innovations.

AND

2. Provide input to SCAG, IBI Group, Inc., and the City Manager regarding the preparation of the Mobility Technology Plan.

Introduction

In April 2021, the City submitted a proposal to the Southern California Association of Governments (“SCAG”) seeking to develop a Mobility Technology Plan as part of SCAG’s 2020 Sustainable Communities Program. SCAG received a total of 21 proposals and selected the City’s proposal and seven others for funding.

This project is currently underway and funded entirely by SCAG. Representatives from SCAG and IBI Group, Inc. (the consultant selected to prepare the Mobility Technology Plan) will provide information on the project at today’s meeting.

This project is a planning exercise only. It does not commit the City to implement any particular type of technology either now or in the future. Staff’s expectation is

that the Mobility Technology Plan will provide information that the City Council may refer to when making future decisions regarding transit and transportation infrastructure, including the emerging field of connected and automated vehicles.

Attachments: A – Project Overview
B – Profile of Firm: IBI Group, Inc.

SCOPE OF WORK
LAGUNA WOODS MOBILITY TECHNOLOGY PLAN

PROJECT OVERVIEW

Under the project leadership of the Southern California Association of Governments (“SCAG”) as part of its Sustainable Communities Program, The City of Laguna Woods (“City”) seeks to create a Mobility Technology Plan to define strategies with actionable steps to establish new mobility service capabilities through technology implementation. The overall goal of this project is to harness innovative technology to support lifelong mobility for senior and disabled populations, including removing barriers to access and maintaining the dignity and independence of all persons. The prospective future implementation of autonomous vehicle technology is a focus. It is envisioned that the Mobility Technology Plan will serve as a resource for both the City and other jurisdictions with similar mobility planning interests. The Plan will be developed and written by a Consultant to be procured by SCAG with advisement from the City of Laguna Woods.

The Mobility Technology Plan and its implementation would enable, expedite, and make more equitable a city where seniors and people with mobility challenges could forego single-occupancy vehicle or taxi trips in favor of using shared, autonomous, and/or zero-emissions vehicles. Such trips would reduce vehicle miles traveled and greenhouse gas emissions, contribute to regional and statewide air quality goals, and increase the freedom, mobility and dignity of seniors and people with mobility challenges, who make up most of the residents of Laguna Woods. While some people may choose to utilize these technologies on their own, having a unified vision and Plan for implementation of these sustainable technologies will enable the city to have a community-led collective effort in adopting these new options.

The Mobility Technology Plan would consist of the following eight components, each of which is discussed in greater detail in this scope of work:

1. Project Management
2. Public Outreach and Engagement
3. Literature Review;
4. Data Sharing;
5. Mobility Service Program Concept of Operations;
6. Communications Infrastructure Program;
7. Transportation Infrastructure Requirements; and
8. Implementation Plan.

EXISTING CONDITIONS AND OPPORTUNITIES

Demographics

With the vast majority of its 17,644 residents being over 65 years of age (2020 Census), Laguna Woods has unique mobility needs that reflect a large and growing subset of the SCAG region’s population. Seniors are distributed throughout the region with 60% of Census Tracts containing more than 10% of residents over 65 years (Connect SoCal). The number of seniors over 65 years in environmental justice areas, communities of concern, and disadvantaged communities is expected to more than double in each set of communities (Connect SoCal). Seniors are often retired and on fixed incomes, which can increase cost-sensitivity for mobility options.

ITEM 8.1 – Attachment A

Autonomous vehicles directly address the primary barrier to senior and accessible personal mobility by eliminating the need for an operator. For many seniors and disabled persons, the loss of a driver's license is an end to personal mobility. New mobility options designed with those populations in mind may allow individuals to live more independently and with better connections to meet their needs.

According to the Public Health Alliance of Southern California's California Healthy Places Index ("HPI"), Laguna Woods has "healthier transportation conditions than just 9.4%" of cities and a "higher percentage of households with access to an automobile than just 5.8%" of cities. Two of the nine Census Tracts encompassing Laguna Woods rank below the 50th Healthy Places Index percentile.

Application of Mobility Technology

The City's present application of mobility technology is limited. Opportunities to apply technology include automated vehicle support, as well as enhancements to the City's golf cart/low-speed vehicle network and subsidized mobility services.

The City's golf cart/low-speed vehicle network includes paths and crossings that provide connectivity within Laguna Woods and to nearby destinations such as a senior center operated by Age Well Senior Services. Additional information, including a network map, is available at the following link: www.cityoflagunawoods.org/living-here.

The City's Senior Mobility Program subsidizes the cost of taxi travel for Laguna Woods residents who are at least 60 years of age. The Senior Mobility Program promotes lifelong mobility by providing affordable, older adult-oriented transportation services. Core elements of the Senior Mobility Program include general travel vouchers, non-emergency medical transportation, and Irvine Transportation Station travel vouchers. Taxi travel is currently provided by California Yellow Cab.

The City's transportation system and services could potentially be enhanced through technology and micro-mobility strategies of compete trip applications, user interface and human factors for senior and disabled needs, real-time notification, and demand-responsive/shared automated vehicles.

PROJECT COMPONENTS

The Mobility Technology Plan will include the following eight components:

TASK 1: PROJECT MANAGEMENT

The Consultant shall provide support throughout the Project to ensure that the total scope of work is executed in an efficient and time-responsive manner. In addition, communication shall be provided between all parties, including the SCAG project manager (PM) and the City PM, to ensure that the final work product meets the needs listed within the Project scope and intent. This task sets the foundation of the project, including establishing the roles of all parties and individuals and determine the resources necessary for the depth of data analysis required for this project. With the assistance of the SCAG PM, the City and the Consultant will facilitate various meetings and phone calls to finalize the program.

Task 1.1: Kick-Off Meeting

Kick-Off Meeting – Consultant shall facilitate a minimum one (1) hour meeting attended by key staff from the City, SCAG, and Consultant (including subconsultants, as may be proposed) to discuss the project and framework for evaluating the project. Discussion will include identifying and reaffirming the City's expectations for project deliverables from Consultant and confirming expected timelines. Consultant shall prepare an agenda and summary notes for the kick-off meeting and shall come to the meeting with a list of information it requires of the City to proceed with its work.

Project and Budget Management – CONSULTANT's Project Manager shall be responsible for coordinating CONSULTANT's activities, meetings, and project strategy, as well as overseeing work from project launch to completion. CONSULTANT's Project Manager shall implement a comprehensive control system that provides early identification of any problem areas and initiates any necessary corrective action. Project management controls shall include, but are not limited to, the following:

- Prepare monthly progress reports with invoices that document the project status information to the project team and stakeholders;
- Communicate information to the City and SCAG on a weekly or biweekly basis (at the discretion of the City and SCAG), which will be accomplished via the following methods:
 - o Cloud-based document sharing services, such as Google Drive, DropBox, or similar service approved by the City and SCAG, for draft report distribution, review, and comment;
 - o Biweekly or monthly online meetings conducted via Microsoft Teams, or similar platform as approved by the City and SCAG, enabling participation and input by stakeholders;
- Establish clear and continuous lines of communication between Consultant, the City, and SCAG, ensuring that expectations are mutually defined and achieved.

Written Deliverables – All written deliverables shall be developed with a draft document reviewed by the City and SCAG, an administrative draft distributed for review as requested by the City and SCAG, and a final version prepared thereafter. Consultant's schedule shall include sufficient time for such reviews and revisions.

Deliverables:

- Kick-off meeting, including agenda and summary notes
- Confirmed project schedule
- List of requested information from City

Task 1.2: Project and Budget Management

Consultant PM shall be responsible for coordinating the consultant team's activities, coordinating meetings, project strategy, and overseeing work from project inception to completion. The consultant shall establish a comprehensive control system that provides early identification of any problem areas and initiates any necessary corrective action. Project management controls shall include but not be limited to the following:

- Prepare monthly progress reports with invoices that document the project status information to the project team and stakeholders as per SCAG terms and conditions;

- Communicate information to the client and stakeholders on a biweekly basis, which will be accomplished via the following methods:
 - Utilization of available cloud-based document sharing services, such as Teams/SharePoint or similar service approved by the SCAG and City PMs, for draft report distribution, review, and comment by stakeholders
 - Bi-weekly or monthly online meetings conducted via Microsoft Teams, or similar platform as approved by the SCAG and City PMs, ensuring broad stakeholder attendance and comment
- Establish clear and continuous lines of communication between Consultant, City PM, and SCAG PM, ensuring that expectations are mutually defined and achieved.

Deliverables:

- Revised project scope and schedule, as needed
- Monthly status reports to SCAG and City PMs
- Monthly invoicing with timecards/receipts, description of daily work and percent complete reporting to SCAG, as per SCAG terms and conditions
- Biweekly communication with City’s PM or as decided with meeting notes

TASK 2: PUBLIC OUTREACH AND ENGAGEMENT

Task 2.1: Outreach Program for Advocacy Groups

To help ensure that mobility infrastructure and technology systems are focused on senior and disabled population needs, the CONSULTANT shall assemble and meet with a panel of nonprofit and government service providers that work specifically with aging populations and persons affected by physical and cognitive impairments. This advocacy group shall be asked to provide information pertaining to mobility challenges and needs including, but not limited to, areas of visual interaction to assist in the development of best practices for connected and automated vehicles (CAVs) for visually impaired users and resources anticipated to be necessary to help users successfully navigate software to secure CAV rideshares or operate personal CAVs. Findings from the advocacy group shall be channeled back into the Mobility Technology Plan to create specific best practices for vulnerable populations.

The City has confirmed that Age Well Senior Services, Braille Institute, the Dayle McIntosh Center, and the Orange County Transportation Authority will be involved in the advocacy group. The City and CONSULTANT shall collaborate on outreach to those entities and others identified by the City, as well as to the adjacent City of Laguna Hills. CONSULTANT should assume that the advocacy group will consist of five to 10 entities, each of which shall be met with at least twice as described in the following paragraph.

Due to the impacts of COVID-19, the City expects that all meetings with the advocacy group will occur either one-on-one, in small socially distanced groups, or online/via telephone with the assistance of video conferencing technology. At all times, CONSULTANT shall implement all COVID-19 precautions and best practices recommended by the Centers for Disease Control.

Deliverables:

- Minimum of two advocacy group meetings

Task 2.2: Outreach Program for Residents

CONSULTANT shall develop and implement an outreach program for residents of both Laguna Woods and the four adjacent environmental justice area located in Laguna Hills. A focus of such outreach shall be to encourage the participation of senior, low income, transit-dependent, and disabled residents. Residents shall be asked to provide information pertaining to mobility challenges and needs. Findings from resident engagement shall be channeled back into the Mobility Technology Plan to create specific best practices for vulnerable populations. CONSULTANT shall gather information from a minimum of three residents each (for a total of 12 residents) self-identifying as:

- Senior, low income
- Senior, transit dependent
- Senior, disabled
- Non-senior, disabled

While some residents may self-identify as more than one of the above, a minimum of 12 unique residents must be engaged – at least three self-identifying as each one of the above.

Due to the impacts of COVID-19, the City expects that all interactions with residents will occur either one-on-one, in small socially distanced groups, or online/via telephone with the assistance of video conferencing technology. While CONSULTANT is able to, but not required to, additionally utilize a written or web-based survey to gather information from residents, the requirement for CONSULTANT to gather information from a minimum of 12 unique residents shall be accomplished through live communication as described in the preceding sentence. At all times, CONSULTANT shall implement all COVID-19 precautions and best practices recommended by the Centers for Disease Control.

Deliverables:

- Minimum of 12 residents engaged

TASK 3: LITERATURE REVIEW

CONSULTANT shall prepare a literature review, focused on a mobility technology outlook as it relates to seniors and people with disabilities; the mobility needs of seniors and people with disabilities more generally; how other localities throughout the country have dealt with mobility technology concerns for seniors and people with disabilities; and, academic or other proposals for solutions to the aforementioned concerns.

Deliverables:

- Literature review

TASK 4: DATA SHARING

Development of an intra-/inter-agency and external data sharing environment. Interoperability between transportation systems helps support corridor operations across jurisdictional boundaries to enhance traffic management and transportation analysis. Interoperability is primarily achieved through

collaboration and data sharing amongst agencies. Data sharing with private transportation providers also helps make solutions more accurate and useful.

CONSULTANT shall prepare a report that does the following:

1. Identify user groups/needs
2. Identify funding sources
3. Develop data sharing system concept of operations
4. Develop data sharing system agreement between public-private parties
5. Identify data sharing system logical/physical architecture

Deliverables:

- 4.1. Data sharing report

TASK 5: MOBILITY SERVICE PROGRAM CONCEPT OF OPERATIONS

New private business models are disrupting traditional transportation practices, transit services, and operations on local street networks. The convergence of such business models with new technologies, including automated vehicles, will likely continue to disrupt mobility choices. Those disruptions may impact how cities design streets, utilize curb space/right-of-way, and configure other urban elements.

CONSULTANT shall prepare the following four documents:

1. Develop mobility playbook, which is intended to be structured as a “living document” that can be updated as mobility issues are identified in the future. The mobility playbook should address both current and anticipated community needs.
2. Develop CAV system policy to establish City policy for accommodating the infrastructure needs to support the deployment of CAV technology.
3. Develop Mobility-as-a-Service (“MaaS”) strategy to address how the City could utilize various services to address the mobility needs of residents and visitors (e.g., transportation network companies, on-demand services, and micromobility). The MaaS strategy could be based on trip planner applications that account for the user’s specific mobility needs in paratransit and other demand responsive service or non-emergency driverless transportation by shared vehicle.
4. Develop Streets-as-a-Service strategy to provide a framework to manage streets and street infrastructure under different management options.

Deliverables:

- 5.1. Mobility playbook
- 5.2. CAV system policy
- 5.3. MaaS strategy
- 5.4. Streets-as-a-service strategy

TASK 6: COMMUNICATIONS INFRASTRUCTURE PROGRAM

Communications infrastructure investments continue to be necessary to “future proof” transportation networks. The City seeks to plan for real-time, low latency, highly reliable network communications with field devices, including field detection and traffic signals, to support the evolving CAV ecosystem. A focus will be on communicating traffic information to data platforms to optimize CAV routing, spatial locating, and safety measures.

CONSULTANT shall develop the following two plans:

1. Develop communication plan to identify infrastructure, component, integration, and protocol needs. The City expects this document to be forward-looking and integrate near-term and long-term industry trends and technologies. The communications plan shall also delineate ownership, operations, and maintenance responsibilities of any physical elements identified therein.
2. Develop cyber security plan to formulate strategies for hardening data storage, encryption, data privacy, and network/system security (including remote access when applicable) for hardware and software components identified in the communication plan.

Deliverables:

- 6.1 Communication plan
- 6.2 Cyber security plan

TASK 7: TRANSPORTATION INFRASTRUCTURE REQUIREMENTS

The City anticipates needing to continue to invest in more traditional transportation infrastructure as a component of “future proofing.” No matter the nature of new technologies or mobility service models, interface with public infrastructure and associated infrastructure elements will likely be required.

CONSULTANT shall prepare the following three documents:

1. Prepare CAV strategy to identify infrastructure elements for potential deployments of CAV communication and integration. The strategy shall also include (a) an inventory of infrastructure to allow for dynamic transportation management and CAV routing, (b) consideration of cross-coordination strategies to collaborate and guide interactions with other jurisdictions and transportation providers, and (c) consideration of future construction zone and street closure delineation needs.
2. Prepare advanced signal operations strategy to describe future needs in the operations of signal operations. Identified strategies are to be complimentary and supportive in defining future infrastructure requirements, assessing resource needs, and outlining benefits and general timeframes of implementation.
3. Prepare performance monitoring strategy to identify metrics to benchmark implementation, operation and assessment of transportation technology.

Deliverables:

- 7.1 CAV strategy
- 7.2 Advanced signal operations strategy
- 7.3 Performance monitoring strategy

TASK 8: MOBILITY TECHNOLOGY AND IMPLEMENTATION PLANS

Consultant shall use the findings from previous deliverables to develop and write a Mobility Technology Plan and an accompanying Implementation Plan. This shall include a record of coordination with the advocacy group, residents, and other partners in narrative format, including dates, persons involved, and nature of consultation.

The Mobility Technology Plan shall define strategies with actionable steps to establish new mobility service capabilities through technology implementation. The goal of the plan is to harness innovative technology to support lifelong mobility for senior and disabled populations, including removing barriers to access and maintaining the dignity and independence of all persons. The prospective future implementation of autonomous vehicle technology is a focus. It is envisioned that the Mobility Technology Plan will serve as a resource for both the City and other jurisdictions with similar mobility planning interests. A key differentiator of the Smart Cities/Smart Mobility movement is its embrace of new procurement and partnership models. The Plan shall also include strategies for the City to remain apprised of best practices and changes in other jurisdictions, as well as funding opportunities, related to implementation of the Mobility Technology Plan. Consideration shall be given to the viability of public-private partnerships.

Lastly, Consultant shall produce a plan for ongoing actions and public-private partnerships to implement the Mobility Technology Plan. To the extent that regulatory barriers or impediments to CAV used by senior or disabled populations were identified in the course of this project, include potential strategies for resolution.

Deliverables:

- 8.1. Mobility Technology Plan, including record of coordination with partners
- 8.2. Recommended strategies for implementation (including strategies for resolution, if applicable)

2 PROFILE OF FIRM



Defining the cities
of tomorrow

60+ GLOBAL OFFICES

3,000 Difference-makers and counting

OUR MISSION

Defining the Cities of Tomorrow

We define how cities look, how cities feel, and how cities work.

OUR VISION

We are the global partner to plan, design, build, and sustain the cities of tomorrow.

We are holistically minded, design inspired, and technology-driven.

OUR VALUES

Integrity We do what is right.

Partnerships We work together.

Excellence We pursue design excellence.

Innovation We embrace ingenuity.

Community We build community.

LEGAL



IBI Group, a California Partnership
Legal business name



Partnership
Firm organization



1974
Year organized

IBI Group is a multi-disciplinary consulting organization, offering services since 1974. We are a leading international, multi-disciplinary provider of a broad range of professional services focused on the physical development of cities. Our expertise spans urban design and planning, building and landscape architecture, engineering, advanced transportation management and traffic systems, active transportation planning, communications specializations, and software development. We have organized these services into three streams – Intelligence, Buildings and Infrastructure – to ensure a holistic approach to creating innovative, responsive, and intelligent solutions for our clients in both the public and private sectors. The collaborative nature of our practice allows the firm to effectively address the complexities inherent in the development of sustainable environments.

Since our founding in 1974, IBI Group has grown both organically and through strategic acquisitions. Today we have 60 offices located around the world, employing more than 2,500 professionals and support staff. More than 300 of our staff architects, planners, designers, and engineers are LEED accredited. IBI Group's approach to any project balances the three pillars of sustainability: the social, environmental, and economic spheres of influence. We strive to create projects that communities can be proud of and that benefit the community now and for generations to come.

Within California, IBI Group is well-known for its innovative transportation planning practice, which focuses on identifying active and sustainable transportation solutions for a variety of public sector clients and projects.

The firm's transportation planning and technology capabilities and experience spans a variety of transportation modes, from transit to autos to walking and cycling, allowing our staff to identify and implement tailored solutions to meet the needs of the clients and communities we work for on a day-to-day basis.

Further, IBI Group's Transit and Mobility Data Practice focuses on helping agencies and municipalities manage their data end-to-end, provide high-quality information to passengers, and both analyze and measure the quality of service provided to and experienced by

customers.

The multi-disciplinary organization of IBI Group allows our firm to provide SCAG and the City of Laguna Woods with an experienced, knowledgeable, and creative team of in-house professionals. Our core practice is in transportation planning and technology, allowing us to offer a team of transportation planners and engineers who are keenly aware of the fast-evolving mobility landscape. Specifically, the IBI Group team offers consulting services in the following areas specific to advanced and/or alternative transit services:

- Connected Autonomous Vehicles (CAVs)
- Service planning
- Transit operations planning
- First/Last Mile – operational & strategic solutions
- Mobility management/accessible transportation
- Mobility-as-a-Service (MaaS) & Microtransit
- Bus rapid transit (BRT)
- Transit restructuring studies
- Comprehensive Operational Analysis (COA)
- Intelligent transportation systems
- Community-based transit/Dial-a-Ride
- Transit feasibility analyses
- Short-Range Transit Plans (SRTPs)
- Long-Range Transportation Plans
- Transit Master Plans
- Transit Oriented Development
- Transportation Demand Management strategies
- Park and Ride analysis and planning
- Environmental Justice (EJ)/community-based transit plans

The IBI Group team brings the objectivity and impartiality necessary for successful outcomes in the preparation of a Mobility Technology Plan.

2.1 Representative Experience

The following project descriptions summarize representative experience relevant to the work described in the Scope of Work for this RFP.

RTA Paratransit Innovation Study (2019 – 2021)

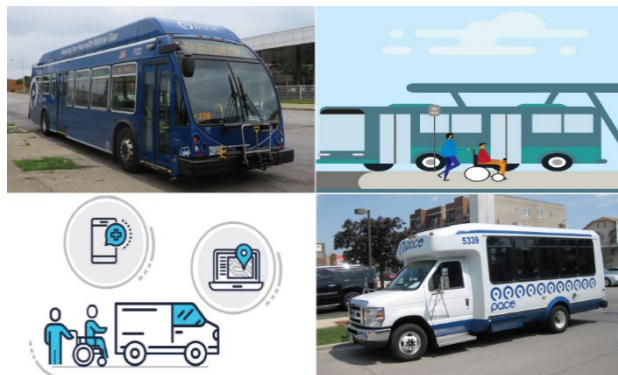
Regional Transportation Authority (RTA) | Chicago, IL

Reference

Jessica Hector-Hsu,
Regional Transportation Authority
175 W. Jackson Blvd # 1650, Chicago,
IL 60604
312-913-3245

Key Staff

Santosh Mishra
Steve Wilks



Project Description

IBI Group was selected to support RTA for this recently completed study having undertaken a comprehensive analysis of innovations to enhance paratransit service efficiencies, effectiveness, and the customer experience. The work plan included the identification of challenges to future sustainability, identification and analysis of potential innovations, literature review and state of practice, modeling and analysis of potential innovations, and the development of an action plan including the identification of potential pilot projects.

Next gen mobility options provide great opportunities for enhanced mobility for older adults and people with a disability. This work with RTA Chicago has informed us about such strategies as necessary to complement the preparation of a Mobility Technology Plan.

Shared Automated People Mover Project (2021 – Present) City of Whittier | Whittier, CA

Project Description

IBI Group was retained to develop opportunities to provide greater mobility access for residents to existing and emerging commercial areas, educational and medical facilities, and employment sites is a priority for the city’s leadership. To meet the accessibility needs of the residents, the city is interested in exploring the potential for an electric automated people mover to operate throughout the Uptown Whittier area connecting the Groves in Whittier, Whittier Marketplace, Hellman Park, Uptown Whittier, Whittier College and PIH Health Hospital (site for potential future Metro light rail station).



In addition to opportunities to provide additional mobility options, a Whittier People Mover service may: reduce the use of single occupancy vehicles; reduce vehicle miles traveled (VMTs); reduce greenhouse gas (GHG) emissions; and address congestion and parking challenges.

Dayton Regional Transit Authority Mobility-as-a-Service Concept Development

Dayton Regional Transit Authority | Dayton, OH

Reference

Brandon Policicchio
Greater Dayton RTA

Key Staff

Santosh Mishra

4 S Main St, Dayton, OH, 45402
937-425-8330

Project Description

On behalf of Dayton Regional Transit Authority (Dayton RTA), IBI Group developed Mobility-as-a-Service plans for the Greater Dayton region as part of the effort to upgrade its existing fare collection system.

For this project, IBI Group is evaluating the current fare collection system and developing concepts that can help the RTA design and deploy a MaaS platform that can enable multimodal trip booking, dispatching, payment and other relevant transit business functions for RTA's regular service and microtransit network. IBI Group's focus in this study is on a new-generation integrated payment system for Dayton RTA for a MaaS platform.

NEORide Regional Mobility Center (2020-Present)

NEORide | OH, MI, KY

Reference

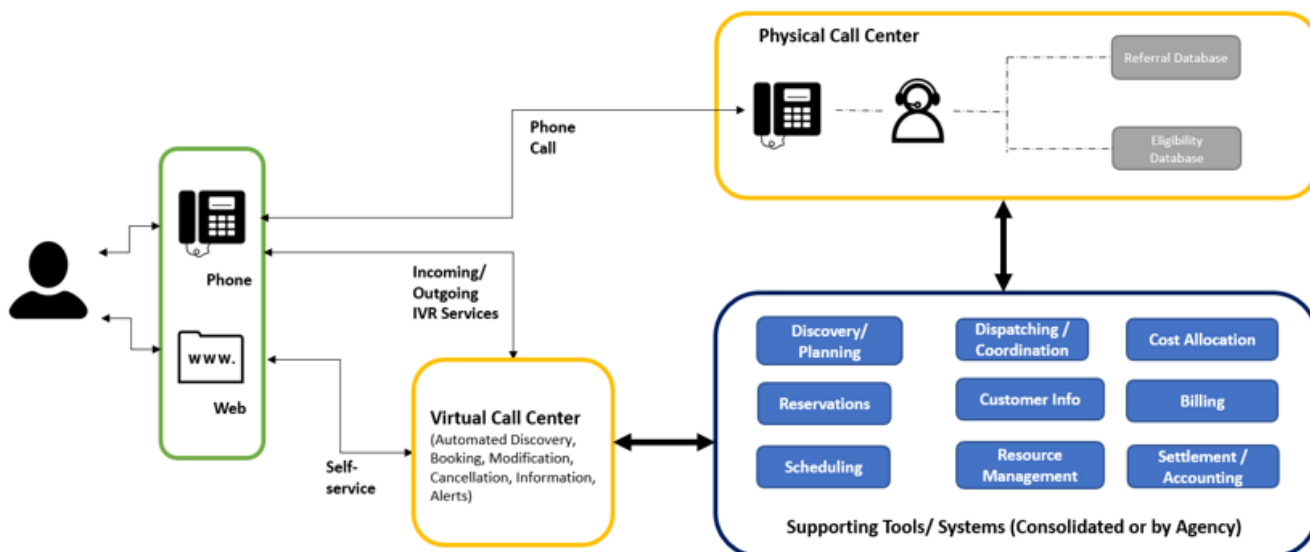
Katherine Conrad
Director of Client Services
(330) 334-6877
katherinec@neoride.org

Key Staff

Santosh Mishra

Project Description

IBI Group has been tasked with conducting a comprehensive review of existing technology and procedures for the paratransit services of five transit agencies in Ohio including SARTA (Stark County, OH), WRTA (Youngstown, OH), and Trumbull County Transit (Trumbull, OH) that are a part of NEORide. NEORide is an organization that supports statewide public transportation in Ohio, Michigan, and Kentucky and supports the coordination between them. The goal of the project is to identify the feasibility of creating a One-Call Center. This effort also includes identification of an implementation strategy for the group of agencies. IBI Group has also been selected to help NEORide implement the regional mobility center.



USDOT Complete Trip – HIRTA Health Connector Project (2021-Present) Heart of Iowa Regional Transit Agency | Iowa

Reference

Ms. Brooke Ramsey

2840 104th Street, Urbandale, IA
50322

(515) 309-9282

BRamsey@ridehirta.com

Key Staff

Santosh Mishra

Project Description

Under the USDOT Complete Trip – ITS4US Project, IBI Group has been tasked by The Heart of Iowa Regional Transit Agency (HIRTA) to utilize innovative technologies and services to address the mobility needs of underserved populations.

The proposed solution will utilize emerging technologies to enable the customer to schedule and manage medical appointments and transportation services through a unified application. Further, the application will provide context sensitive wayfinding and customer information to enhance end-to-end experience. The proposed deployment will provide enhanced access to healthcare options for “all travelers” in Dallas County with a specific focus on underserved communities, including persons with disabilities, low income, rural, older adults, veterans, and persons with limited English proficiency.

The referenced underserved populations’ mobility needs vary based on the individual. For the proposed deployment, IBI Group and HIRTA plan to develop a scalable and replicable solution that enables inclusive and seamless access to transportation and healthcare for all underserved populations and caregivers. The project will provide a true origin-to-destination wayfinding, transportation, and healthcare experience for all people. In addition to addressing mobility needs, the proposed deployment will recognize the net impact that access to health services have on patient health care outcomes as well as both the financial and health outcomes from the perspective of the health care community/Dallas County Health Department (DCHD).

Mid-City Bus Rapid Transit Signal Controller Updates and Transit Signal Priority

SANDAG | San Diego, California

Reference

Eric Adams

(619) 699-1900

Eric.addams@sandag.org

Key Staff

Ian Kilgour

Project Description

IBI Group was selected by SANDAG and the City of San Diego to operationalize Transit Signal Priority (TSP) functionality along the Mid-City BRT corridor that includes 30+ intersections. Efforts included the City's first significant use of the 2070ATC controller with Ethernet/IP communications back to the City TMC/Central Signal Management System. IBI Group conducted bench test efforts of the new controller and specific TSP functionality to ensure proper operation and recovery from TSP activation. The firm was also responsible for the development of TSP Parameters, field review and testing, and implementation of TSP settings in the TSP equipment and on the Transit Management System (I.E. Xerox /ACS OrbCAD system). As part of a related effort, IBI Group has developed a refined Syncro model for the corridor including 40 intersections and is developing updated signal coordination parameters. IBI Group will support City staff in implementation and refinement of updated signal coordination. Finally, IBI Group performed numerous evaluations of before, mid-project and after conditions for transit travel times, time/space evaluations, signal related delays, and review of community reported signal timing concerns.



2.1.1 Transport/Mobility/Technology - Disability and Aging:

IBI Group is one of few firms with a practice within its transportation group specific to disability and aging in general and accessible transport specifically. This practice is headed by IBI Group Associate, Steve Wilks who brings over forty years of professional experience in the planning and operation of public transit with a specific focus on community and door-to-door/paratransit services including the management of accessible transport for the elderly and disability communities, SMART shuttles and other expertise in alternate transit service models. Complementing the operating experience is demonstrable experience in strategic, operational, service and policy planning including quality planning facilitation through the successful conduct of consultative sessions in workshop and focus group settings.

The following provides a representative sample of **IBI Group** projects that Steve Wilks has had direct responsibility for:

SANDAG – Specialized Transit Strategic Plan. Development of long-term strategies leveraging next-generation mobility solutions and existing and emerging technology to meet the near and long-term transportation/mobility needs of older adults and people with a disability.

Contra Costa Transportation Authority – Paratransit Improvement Study. Evaluated the paratransit operations in the Contra Costa County including extensive survey research, current and future demand, literature search and alternate models for governance and service delivery.

Sound Transit, Paratransit Technology Plan – Retained to prepare a *Paratransit Technology Plan* that developed projects to enhance paratransit technologies and data systems for the coordination of scheduling trips for the Puget Sound regional transit agencies including Everett Transit, Community transit, King County Metro, Pierce transit and Sound Transit. This recently completed project focused on improving customer service and ensuring reliable connections for customers making inter-county or multi-leg journeys with different services. Principal tasks include documentation of functional requirements, profiling existing technologies and operating practices, identification of opportunities and evaluation (including risk assessment), and preparation of scope and budgets for select number of implementation strategies.

Utah DOT/UDHS Wasatch Front One-Stop Transit Center: Led a multi-disciplinary team to develop a One-Stop Transit Call Center with a centralized dispatch that pools Department of Human Services (DHS) and Division of Services for People with Disabilities (DSPD) network of transportation providers. Addressed the full range of institutional, operational, financial and technology-related aspects of developing the call center at a level of detail needed by local and regional implementing agencies throughout the State.

Los Angeles - Access Services, (AS):

Needs Analysis and Related Services: For Los Angeles County’s CTSA, retained to provide professional services for the review of alternate organizational models and software/telecom requirements for the delivery paratransit services throughout Los Angeles County.

Regional Integration of Paratransit Resources: Retained to identify and subsequently enable local dial-a-ride agencies and other third-party entities to transmit their unused paratransit capacity into the existing Uniform Scheduling System (USS) operated by AS. Resulting framework was an Internet-based electronic “marketplace” – enabling participating agencies to buy and sell the demand for and available capacity on their respective paratransit or dial-a-ride services.

Santa Barbara County Association of Governments (SBCAG), TDA Triennial Performance Audit, Santa Barbara, CA – As a Subconsultant, responsible for the review of the County’s SMOOTH and Easy Lift CTAs including evaluating their effectiveness and recommending key performance measures and providing a commentary on ITS applications.

Regional Center of Orange County (RCOC) - Transportation Program Review – Review of the efficiency and effectiveness of RCOC’s transportation program. This entailed reviewing existing ridership and service levels, surveying rider experience/ satisfaction with the six modes of transportation currently available and identifying significant gaps and deficiencies in service delivery. The key product of the study was a series of near-term and long-term actions for addressing the gaps and improving the service while maintaining its cost-effectiveness.

Orange County Transportation Authority (OCTA) – ADA ACCESS Service Plans: Evaluated current and future demand for the paratransit services in Orange County and reviewed the performance of the present ACCESS services in terms of compliance to ADA (Americans with Disabilities Act) eligibility criteria, service criteria and OCTA performance standards.

Ann Arbor Transportation Authority (AATA), Michigan: Retained to provide professional "in-house" Paratransit Co-ordinator services. Primary responsibilities included monitoring service performance, evaluating alternate service delivery scenarios, contract monitoring and fleet management, and the implementation of demand management strategies including revised eligibility and certification processes.

Jacksonville Transportation Authority (JTA), FL – Mobility Plan: Sub-consultant responsible for elements including eligibility and certification for the JTA to assume responsibility for the CTC (Community Transportation Coordinator) in Duval County, FL.

Massachusetts Bay Transportation Authority (MBTA) - THE RIDE Service: Evaluated the services and operations of the MBTA's THE RIDE program, including operational audit considerations, performance, ADA compliance; service area configurations, contract structure documents, and demand management strategies. An integral component of this engagement was the facilitation of a series of consumer focus group sessions.

Paratransit Eligibility and Demand Study - New York City Transit Authority. Project Manager and designed comprehensive surveys administered to both 33,000 New Yorkers selected at random and 1,000 Access-A-Ride customers. The resulting data base and analysis on the incidence of disability and ridership generation will yield the most comprehensive data base of its kind in the United States.

Washtenaw County -- Community Collaborative (CTSM): Responsible for the development of alternate administrative and service delivery scenarios for a community collaborative involving the human service; health care/medical (HMO); business and academic communities together with the municipal public transit service provider.

London Transport (U.K.): Evaluated the services and operations of the Dial-A-Ride, Taxicard and Community Transport services throughout the Greater London Area and developed practical solutions for enhanced co-ordination of services for older adults and the disability community.

2.2 Office Location

IBI Group's Irvine, California office will be the primary contact and place of performance for project tasks:

18401 Von Karman Avenue, Suite 300
Irvine, CA 92612
949 833 5588

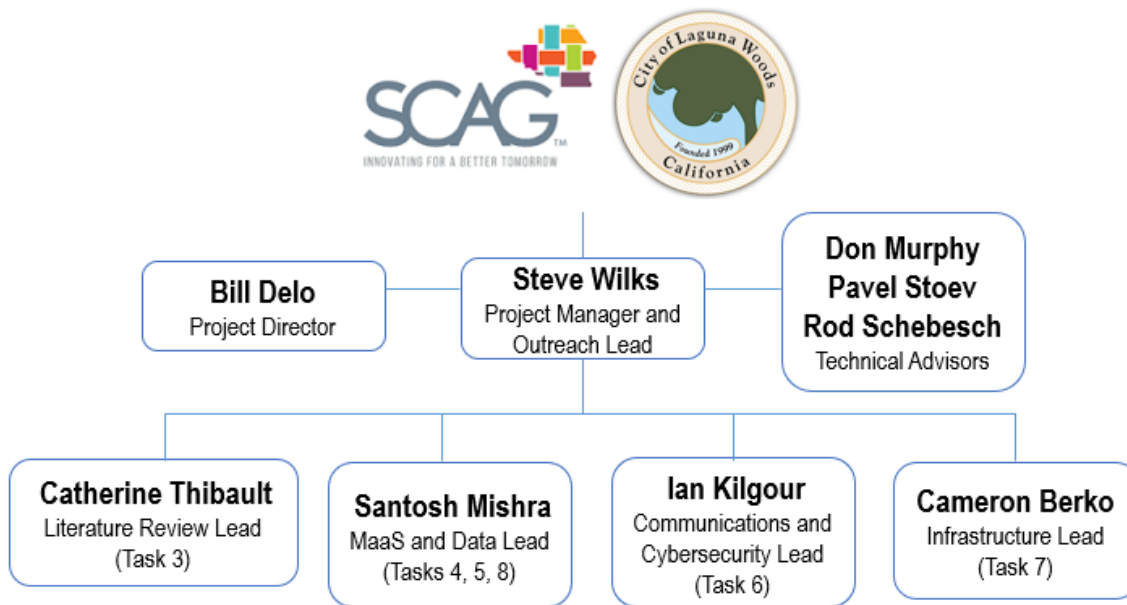
2.3 Key Staff

IBI Group's team is composed of next-gen mobility experts who have been involved in physical and digital mobility services infrastructure developments across North America. Our team members are also well versed in policies, regulatory frameworks, data standards and the emerging mobility landscape. These mobility practitioners are going to be supported by highly experienced staff from our Irvine, Los Angeles, and San Diego offices who are full time planners and have been working with SCAG for 20+ years. Also, IBI Group has been working with various SoCal agencies and is aware of the local conditions.

The project will be managed by Steve Wilks, who brings forty plus years of professional transit/mobility experience with a specific focus on mobility for older adults and people with disabilities. Steve will be supported by a team of highly experienced staff who will lead mobility solutions, mobility policies and implementation strategy aspects of the project, including MaaS and data sharing, communications and cybersecurity and infrastructure requirements.

Steve will be the single point of contract for SCAG PM. Steve will also work closely with IBI Group’s Director, Bill Delo, who will provide corporate oversight and play an advisory role on technical matters.

The following section provides bios for the proposed staff. Appendix A includes resumes for all proposed staff.



BILL DELO



Mr. Delo is a Director of IBI Group and a Transportation Planner with 20+ years of experience in transportation planning, multi-modal planning, active transportation, and traffic engineering. Mr. Delo brings extensive experience in regional planning and corridor planning for high quality transit services. His transportation planning experience includes the preparation of multi-modal plans, complete streets plans, first/last mile plans, and conceptual design efforts. He has also led a variety of creative and inclusive community engagement efforts as part of his planning projects.

SANTOSH MISHRA



Santosh a Mobility Technologies Practice Lead with IBI group with 17 years of experience. He specializes in transit technology consulting for all transit modes and, to date, has assisted 75+ agencies nationwide. Santosh’s work encompasses a full range of transit technologies that address the specific needs of all business functions of a transit agency and customer mobility. Santosh also has extensive experience with transit operations and technologies with specific focus on improving mobility using emerging concepts. He has been part of research and development of several next generation related to mobility such as Mobility-on-Demand and Mobility-as-a-Service. He has led several tasks related to recent USDOT research and demonstration projects, including United We Ride/Mobility Service for All Americans and Connected Vehicle/Dynamic Mobility programs and was appointed to the panel of Transit-IDEA (TCRP J04) program, jointly sponsored by TRB, APTA and FTA

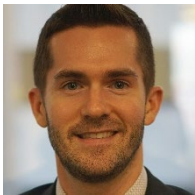
STEVEN WILKS



Steve has over forty years of professional experience in the planning and operation of public transit and next-gen mobility services including microtransit, shuttles, paratransit and other community-based transport. This has included the management of paratransit for the elderly and disability communities, working with the taxi/livery cab industry and transportation network companies (TNCs), designing SMART shuttle operations and providing creative/innovative solutions for the transportation industry including the integration of multiple modes and developing first/last mile operational and strategic solutions.

Steve's professional transit/mobility experience includes a specific focus on mobility for older adults and people with disabilities.

IAN KILGOUR



Ian is an Electrical Engineer and Information Technology Systems Specialist, bringing significant experience in networking and telecommunications systems, facilities telecommunications fit ups and advanced traffic management systems. He has 15 years of experience working on numerous projects within these multiple sectors, in Southern California and across North America as a whole. He has been responsible for both field installation, facility relocation and integration activities, as well as design and pre-design tasks including needs assessments, cost-benefit analyses and concepts of operation.

CATHERINE THIBAUT



Catherine Thibault is a Transportation Planner with a strong background in multimodal, transit and active transportation planning, complete streets, public outreach, sustainability and strategic planning. She has worked as a Project Manager on a variety of mobility projects from data analytic and strategic planning, to conceptual design, plan and policy development and community engagement. She has worked on the development of several Corridor Plans in Southern California, including SR 91, SR 52 and the Central Mobility Hub Corridor Plan.

DON MURPHY



Mr. Murphy has over twenty-eight years of experience in the transportation systems and Intelligent Transportation Systems (ITS) fields. Over the past several years he has specialized in managing and provide technical subject matter expertise for public agencies deploying arterial, flexible fleet, mobility, transit management and communications, and multimodal systems. His diversity and depth of technical and operations-based experience makes him an effective project manager and subject matter expert across a wide range of modern multimodal projects.

PAVEL STOEV



Mr. Stoev is a Professional Systems Engineer with over 15 years of experience, leading team design, development, delivery, operations and support of complex IT and communications infrastructure projects. Projects utilize resilient IP networks on low latency wired/wireless, high availability secure cloud computing, highly reliable software and mobile content delivery. Pavel's project portfolio is in the ITS market segment, with various airports, transit, transportation and public infrastructure clients based in North America, Europe, Africa and the Caribbean region.

CAMERON BERKO



Mr. Berko has over seven years of work experience in intelligent transportation systems (ITS), Connected Vehicle (CV) infrastructure, Automated Vehicle (AV) operations, and traffic modelling and assessment. Mr. Berko has developed literature reviews, best practices, technology assessments, and recommendations for CAVs at the municipal, state, provincial, and federal levels. This experience includes extensive stakeholder outreach to understand public perceptions of CAVs, and how this technology can meet the needs of all road users.

ROD SCHEBESCH



Rod recently joined IBI Group in November of 2021 with a focus across North America on Transportation and Technology. He is leading efforts to grow consulting services related to connected and automated vehicles and electric charging facilities. Rod blends decades of engineering experience with creativity through innovation and technology. He managed WSP Canada's Advisory Team, focused on connected and automated vehicles (CAV), strategy and asset management. He was then promoted to drive digital across WSP Canada's 10,000 employees for all business lines including Transportation & Infrastructure, Buildings, Energy and Environmental.

2.3.1 Staff Time Commitment

Our proposed PM, Steve Wilks, will be 30-40% available for this project and will attend all meetings.

Technical Leads will be available 20-30% of the time and will attend meetings as necessary for the performance of their tasks.

Support staff will be available 15-20%.

8.2
CALIFORNIA SENATE BILL 1127 (ATKINS)
(2021-2022)


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SB-1127 Workers' compensation: liability presumptions. (2021-2022)

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Date Published: 06/13/2022 09:00 PM

AMENDED IN ASSEMBLY JUNE 13, 2022

CALIFORNIA LEGISLATURE— 2021–2022 REGULAR SESSION

SENATE BILL

NO. 1127

Introduced by Senators Atkins, Cortese, and Hertzberg
(Principal coauthors: Assembly Members Bryan and Grayson)
(Coauthors: Senators Durazo, Laird, and Newman)
(Coauthors: Assembly Members Chen, Cooper, Gipson, Lee, and Wood)

February 16, 2022

An act to amend Sections 3761, 4656, and 5402 of, and add Section 5414.3 to, the Labor Code, relating to workers' compensation.

LEGISLATIVE COUNSEL'S DIGEST

SB 1127, as amended, Atkins. Workers' compensation: liability presumptions.

Existing law establishes a workers' compensation system, administered by the Administrative Director of the Division of Workers' Compensation, to compensate an employee for injuries arising out of and in the course of their employment. Existing law requires an injured employee to file a claim form with the employer. Under existing law, except for specified injuries, if liability is not rejected within 90 days after the date the claim form is filed with the employer, the injury is presumed compensable and the presumption is rebuttable only by evidence discovered subsequent to the 90-day period.

~~This bill would reduce those 90-day time periods to 60 days for all injuries and employees and, for~~ For certain injuries or illnesses, including hernia, heart trouble, pneumonia, or tuberculosis, among others, sustained in the course of employment of a specified member of law enforcement or a specified first responder, *this bill* would reduce those time periods to ~~30~~ 75 days. The bill would make other conforming changes.

Existing law prohibits aggregate disability payments for a single injury occurring on or after January 1, 2008, causing temporary disability from extending for more than 104 compensable weeks within a period of 5 years from the date of injury, except if an employee suffers from certain injuries or conditions.

This bill would, for specified firefighters and peace officers claiming illness or injury related to cancer, increase the number of compensable weeks to 240 without limitation as to time from the date of injury.

ITEM 8.2 - Attachment A

Existing law requires that certain proceedings, including proceedings for the enforcement against the employer or an insurer of any liability for compensation, be instituted before the Workers' Compensation Appeals Board. Existing law authorizes the appeals board to fix and determine, in its award, the total amount of compensation to be paid and specify the manner of payment, or may fix and determine the weekly disability payment to be made and order payment during the continuance of disability. Existing law requires that when payment of compensation has been unreasonably delayed or refused, either prior to or subsequent to the issuance of an award, the amount of the unreasonably delayed or refused payment be increased up to 25% or up to \$10,000, whichever is less. Existing law requires the appeals board to use its discretion to accomplish a fair balance and substantial justice between the parties.

This bill would require, if liability for an injury has been unreasonably rejected for specified claims of injury or illness, including hernia, heart trouble, pneumonia, or tuberculosis, among others, sustained in the course of employment of a specified member of law enforcement or a specified first responder, the amount of the penalty to be 5 times the amount of the benefits unreasonably delayed due to the rejection of liability. The bill would limit the penalty to no more than ~~\$100,000~~ \$50,000. The bill would require the appeals board to determine the question of whether the rejection of liability is reasonable. The bill would apply this provision to all injuries, without regard to whether the injury occurs before, on, or after the operative date of the bill.

Existing law requires the Administrative Director of the Division of Workers' Compensation, among other duties, to develop a workers' compensation information system in consultation with the Insurance Commissioner and the Workers' Compensation Insurance Rating Bureau, with certain data to be collected electronically.

This bill would require, on or before July 1, 2023, the division to identify and amend its existing data collection processes to include collection of the date on which a claimant is notified of acceptance, denial, or conditional denial of liability.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 3761 of the Labor Code is amended to read:

3761. (a) An insurer securing an employer's liability under this division shall notify the employer, within 15 days, of each claim for indemnity filed against the employer directly with the insurer if the employer has not timely provided to the insurer a report of occupational injury or occupational illness pursuant to Section 6409.1. The insurer shall furnish an employer who has not filed this report with an opportunity to provide to the insurer, prior to the expiration of the applicable time period specified in subdivision (b) of Section 5402 for rejecting a claim, all relevant information available to the employer concerning the claim.

(b) (1) An employer shall promptly notify its insurer in writing at any time during the pendency of a claim if the employer has actual knowledge of any facts that would tend to disprove any aspect of the employee's claim. If an employer notifies its insurer in writing that, in the employer's opinion, no compensation is payable to an employee, at the employer's written request, to the appeals board, the appeals board may approve a compromise and release agreement, or stipulation, that provides compensation to the employee only if there is proof of service upon the employer by the insurer, to the employer's last known address, not less than 15 days prior to the appeals board action, of notice of the time and place of the hearing at which the compromise and release agreement or stipulation is to be approved. The insurer shall file proof of this service with the appeals board.

(2) Failure by the insurer to provide the required notice shall not prohibit the board from approving a compromise and release agreement, or stipulation. However, the board shall order the insurer to pay reasonable expenses as provided in Section 5813.

(c) In establishing a reserve pursuant to a claim that affects premiums against an employer, an insurer shall provide the employer, upon request, a written report of the reserve amount established. The written report shall include, at a minimum, the following:

- (1) Estimated medical-legal costs.
- (2) Estimated vocational rehabilitation costs, if any.
- (3) Itemization of all other estimated expenses to be paid from the reserve.

(d) If an employer properly provides notification to its insurer pursuant to subdivision (b), and the appeals board thereafter determines that no compensation is payable under this division, the insurer shall reimburse the employer for any premium paid solely due to the inclusion of the successfully challenged payments in the calculation of the employer's experience modification. The employee shall not be required to refund the challenged payment.

SEC. 2. Section 4656 of the Labor Code is amended to read:

4656. (a) Aggregate disability payments for a single injury occurring prior to January 1, 1979, causing temporary disability shall not extend for more than 240 compensable weeks within a period of five years from the date of the injury.

(b) Aggregate disability payments for a single injury occurring on or after January 1, 1979, and prior to April 19, 2004, causing temporary partial disability shall not extend for more than 240 compensable weeks within a period of five years from the date of the injury.

(c) (1) Aggregate disability payments for a single injury occurring on or after April 19, 2004, causing temporary disability shall not extend for more than 104 compensable weeks within a period of two years from the date of commencement of temporary disability payment.

(2) Aggregate disability payments for a single injury occurring on or after January 1, 2008, causing temporary disability shall not extend for more than 104 compensable weeks within a period of five years from the date of injury.

(3) Notwithstanding paragraphs (1) and (2), for an employee who suffers from the following injuries or conditions, aggregate disability payments for a single injury occurring on or after April 19, 2004, causing temporary disability shall not extend for more than 240 compensable weeks within a period of five years from the date of the injury:

- (A) Acute and chronic hepatitis B.
- (B) Acute and chronic hepatitis C.
- (C) Amputations.
- (D) Severe burns.
- (E) Human immunodeficiency virus (HIV).
- (F) High-velocity eye injuries.
- (G) Chemical burns to the eyes.
- (H) Pulmonary fibrosis.
- (I) Chronic lung disease.

(d) Notwithstanding subdivisions (a), (b), and (c), for an employee who suffers from an injury or condition defined in Section 3212.1, aggregate disability payments for a single injury occurring on or after January 1, 2023, causing temporary disability shall not extend for more than 240 compensable weeks.

SEC. 3. Section 5402 of the Labor Code is amended to read:

5402. (a) Knowledge of an injury, obtained from any source, on the part of an employer, the employer's managing agent, superintendent, foreman, or other person in authority, or knowledge of the assertion of a claim of injury sufficient to afford opportunity to the employer to make an investigation into the facts, is equivalent to service under Section 5400.

(b) (1) If liability is not rejected within ~~60~~ 90 days after the date the claim form is filed under Section 5401, the injury shall be presumed compensable under this division. The presumption of this subdivision is rebuttable only by evidence discovered subsequent to the ~~60-day~~ 90-day period.

(2) Notwithstanding paragraph (1), for injuries or illnesses defined in Sections 3212 to 3212.85, inclusive, and Sections 3212.87 to 3213.2, inclusive, if the liability is not rejected within ~~30~~ 75 days after the date the claim form is filed pursuant to Section 5401, the injury shall be presumed compensable under this division. The

presumption of this subdivision is rebuttable only by evidence discovered subsequent to the ~~30-day~~ *75-day* period.

(c) Within one working day after an employee files a claim form under Section 5401, the employer shall authorize the provision of all treatment, consistent with Section 5307.27, for the alleged injury and shall continue to provide the treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars (\$10,000).

(d) Treatment provided under subdivision (c) does not give rise to a presumption of liability on the part of the employer.

(e) On or before July 1, 2023, the Division of Workers' Compensation shall identify and amend its existing data collection processes to include collection of the date on which the claimant is notified of acceptance, denial, or conditional denial of liability for a claim, consistent with this section.

SEC. 4. Section 5414.3 is added to the Labor Code, to read:

5414.3. (a) Notwithstanding Section 5814, when liability has been unreasonably rejected for claims of injury or illness as defined in Sections 3212 to 3213.2, inclusive, the amount of the penalty shall be five times the amount of the benefits unreasonably delayed due to the rejection of liability, but in no case shall the penalty exceed ~~one hundred thousand dollars (\$100,000).~~ *fifty thousand dollars (\$50,000).* The question of rejection and the reasonableness of the cause shall be determined by the appeals board in accordance with the facts.

(b) Penalties issued pursuant to this section shall be reported to the audit unit within the Division of Workers Compensation.

(c) This section shall apply to all injuries, without regard to whether the injury occurs before, on, or after the operative date of this section.

THE **AUTHORITY**
California Joint Powers Insurance Authority

Issue 124 – June 2022

LEGISLATIVE UPDATE

Senate Bill 1127

On June 22, 2022, Senate Bill (SB) 1127 was approved by the California State Assembly Insurance Committee and referred to the California State Assembly Appropriations Committee for review. Among other provisions, SB 1127 seeks to amend existing workers' compensation law by reducing the decision timeframe an employer has to accept or deny a claim from 90 days to 75 days.



While the bill has not yet been passed, the Authority has outlined the changes it would impart to the workers' compensation claim system in California and the implications caused by these changes.

Current law establishes a workers' compensation claim system as follows: After an injured employee files a claim with their employer for injuries sustained while on the job, if liability is not rejected within 90 days, the claim is accepted, and the injury is presumed compensable. SB 1127 proposes reducing the current 90-day window to a 75-day window. Other notable provisions the proposed bill would enact if passed include:

- Increasing the number of compensable weeks from 104 to 240 without limitation for firefighters and peace officers claiming an injury related to cancer.
- Increasing the penalty placed on an employer for unreasonably rejecting specific claims of injury sustained by a member of law enforcement or a first responder. Current law requires that when a claim is wrongly denied, an employer must pay up to 25% more than the amount an individual was unreasonably denied or \$10,000, whichever is less. SB 1127 would require employers to pay five times the amount of the benefits unreasonably denied, amounting to a penalty not to exceed \$50,000.

While it is uncertain how these changes will affect presumptive workers' compensation cases in California, a similar, unsuccessful bill, SB 335 (Cortese), may provide insight.

In July 2021, SB 335 failed to pass in the Assembly Insurance Committee. Similar to SB 1127, this bill proposed cutting the decision time frame from 90 days to 45 days for most claims and 30 days for specific claims. The bill received minimal "yes" votes, and even those legislators who voted yes asked to remove language referencing the reduced decision timeframe.

Both of these bills' reduced timeframes raise the concern that an employer's ability to adequately and appropriately investigate a claim may be impeded.

The California JPIA's Workers' Compensation Program Manager, Jeff Rush, notes it is often already difficult to complete a thorough investigation within a 90-day timeframe.

Investigating a workers' compensation claim requires time, energy, and resources. A proper investigation often includes multiple interviews with the injured employee, co-workers, and relatives or friends who can speak to the injury. A thorough review of the workplace where the injury occurred, as well as a review of online surveillance and video surveillance of the area, helps paint a clearer picture of the events surrounding a workplace injury.

"If SB 1127 passes, it will fundamentally change the landscape of how presumptive workers' compensation cases are handled in California," said Rush, who, along with California JPIA Senior Risk Manager Tim Karcz, serves on the California Association of Joint Powers Authorities' Legislative Committee. "The ability to thoroughly investigate a claim may be greatly diminished if employers are forced to do so in only 75 days."

There is also concern that the increased penalty, combined with the lack of time to complete a thorough investigation, may cause employers to accept claims in lieu of doing their due diligence—simply to avoid the potentially sizable penalties outlined in the bill.

The California JPIA continues its leadership role in tracking legislation that will affect members if signed into law. The Authority urges members to continue tracking SB 1127 and reach out to their local legislators if they find issues with the proposed bill. The Authority also provides training and resources in workers' compensation and recommends members reach out to their regional risk manager to discuss how new legislation may impact them.

California Joint Powers Insurance Authority

8081 Moody Street, La Palma, CA 90623

(800) 229-2343 | (562) 467-8700

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for our public agency partners*

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Chris Macon

From: California JPIA <jshull+cjpia.org@ccsend.com>
Sent: Tuesday, July 12, 2022 8:45 AM
To: Chris Macon
Subject: Update: Senate Bill 1127



CALIFORNIA
J · P · I · A

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INTEGRITY
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Senate Bill 1127 Update

Greetings,

This email is to provide an update on Senate Bill 1127, a bill that the California JPIA strongly opposes. The Authority is tracking SB 1127 as it navigates through the legislature. This bill is a concern as it would significantly alter the handling of presumptive workers' compensation claims, potentially increasing costs to public agencies. The bill's primary author is Toni Atkins, who represents the 39th District and serves as President of the California State Senate.

The bill includes three significant changes to current law, as follows:

1. Employees with a presumptive cancer claim would be entitled to up to 240 weeks of temporary disability, a sizable increase from the current 104-week limit.
2. The period to investigate a workers' compensation claim would be reduced from 90 days to 75 days.
3. Presumptive claims that are "unreasonably rejected" (denied) would be subject to a penalty of up to \$50,000.

There are two related concerns with SB 1127, starting with the reduction in the investigative period.

1. Many claims require more than 90 days to investigate due to delays in obtaining an employee's testimony, medical history, and a formal medical evaluation. A natural consequence of shortening the investigative period would be more claims being conditionally denied.

2. Additionally, the provision regarding claims that are “unreasonably rejected” is problematic in that any claim alleged to have been denied unreasonably would likely result in a hearing before the Workers’ Compensation Appeals Board. As there is currently no standard for what constitutes an unreasonable denial, there would be plenty of leeway for judges to award penalties to employees.

The Authority has created a template letter that addresses the issues detailed above. The [letter can be found here](#), should you wish to express your concerns about the bill to the legislators representing your agency’s district.

As this bill continues to make its way through the legislative process, the Authority will keep members informed of its progress. Please contact Workers’ Compensation Program Manager [Jeff Rush](#) if you have any questions.

Thank you,

Jon

Jonathan R. Shull, Chief Executive Officer
California Joint Powers Insurance Authority
8081 Moody Street
La Palma, CA 90623
Voice: (562) 467-8787
Email: jshull@cjpia.org

California JPIA | 8081 Moody Street, La Palma, CA 90623

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[Date]

[Name of Legislator]

[Address of Legislator]

[City, State, Zip]

SUBJECT: Senate Bill 1127

Dear Assemblymember [Legislator's Last Name],

On behalf of [Name of Organization], I write in opposition to Senate Bill 1127 (Atkins), as amended June 13, 2022, because it fundamentally alters longstanding rules and timeframes for determining eligibility for workers' compensation claims and would dramatically increase systemic friction and litigation. SB 1127 creates a new, reduced timeline for employers to decide whether to cover a claimed injury, but it does not synchronize other statutes and regulations that prevent employers from complying with the new timeline. The bill changes the rules for all presumptive claims, but the provisions as they apply to public employers are especially challenging.

SB 1127 has three main provisions, each of which is problematic:

- Reduces the timeframe allotted to employers to investigate rebuttable presumption claims – SB 1127 proposes to shorten the time provided for employers to investigate claims from 90 to 75 days. The bill does not, however, make a single change to the statutory and regulatory provisions that cause investigations to take more than 90 days. These statutory and regulatory provisions include the lengthy state-mandated Qualified Medical Examination process and the need to schedule an employee's deposition before subpoenaing their medical records.
- Imposes new penalties on employers – SB 1127 proposes new and unprecedented penalties on all claims covered by presumption statutes. The penalty of up to \$50,000 would apply in situations where "liability has been unreasonably rejected for claims of injury." These claims are predominantly for public safety employees whose salaries are funded by taxpayers. As proposed, these claims would have a higher standard of evidence because of the presumption, an objectively inadequate timeline to investigate claims, and substantial penalties for getting the process wrong.
- More than doubles the duration of temporary disability benefits for cancer presumption claims – SB 1127 would extend the duration of temporary disability benefits from 104 to 240 weeks for claims covered by cancer presumption statutes. Currently, covered employees have full and tax-free wage replacement benefits for one year and access to disability retirement benefits that can, in some cases, be received simultaneously with temporary disability benefits.

We humbly request your no vote on SB 1127, as this bill will increase lawsuits and workers' compensation costs for our agency.

Thank you for your consideration of this critical issue.

Sincerely,

[Name]

8.3
COMPENSATION EQUITY
(AGENDIZED BY MAYOR MOORE)
(NO REPORT)

8.4

TRANSPARENCY OF CITY OF LAGUNA

WOODS

(AGENDIZED BY MAYOR MOORE)

(NO REPORT)

8.5

CALIFORNIA ASSEMBLY BILL 1594 (TING)

(2021-2022)

(AGENDIZED BY MAYOR MOORE)


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AB-1594 Firearms: civil suits. (2021-2022)

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Date Published: 07/12/2022 09:00 PM

Assembly Bill No. 1594

CHAPTER 98

An act to add Title 20 (commencing with Section 3273.50) to Part 4 of Division 3 of the Civil Code, relating to firearms.

[Approved by Governor July 12, 2022. Filed with Secretary of State July 12, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1594, Ting. Firearms: civil suits.

Existing law generally regulates the transfer and possession of firearms. Existing law also provides for various private rights of action. Existing law also provides that specified unfair methods of competition and unfair or deceptive acts or practices are unlawful. Existing law also makes false advertising unlawful.

This bill, beginning on July 1, 2023, would establish a firearm industry standard of conduct, which would require a firearm industry member, as defined, to establish, implement, and enforce reasonable controls, as defined, take reasonable precautions to ensure that the member does not sell, distribute, or provide a firearm-related product, as defined, to a downstream distributor or retailer of firearm-related products who fails to establish, implement, and enforce reasonable controls, and adhere to specified laws pertaining to unfair methods of competition, unfair or deceptive acts or practices, and false advertising. The bill would also prohibit a firearm industry member from manufacturing, marketing, importing, offering for wholesale sale, or offering for retail sale a firearm-related product that is abnormally dangerous and likely to create an unreasonable risk of harm to public health and safety in California, as specified.

This bill would also authorize a person who has suffered harm in California, the Attorney General, or city or county attorneys to bring a civil action against a firearm industry member for an act or omission in violation of the firearm industry standard of conduct, as specified. The bill would authorize a court that determines that a firearm industry member has engaged in the prohibited conduct to award various relief, including injunctive relief, damages, and attorney's fees and costs.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Firearm Industry Responsibility Act.

SEC. 2. The Legislature finds and declares all of the following:

(a) The Legislature's intent and purpose in enacting the Firearm Industry Responsibility Act is to protect public health and safety in California by promoting safe and responsible firearm industry member practices and

ensuring that firearm industry members may be held justly accountable for wrongful conduct that endangers and harms the public in California.

(b) Firearm industry members' business conduct has enormous direct and secondary impacts on individuals, families, and communities across California. Firearm industry members profit from the sale, manufacture, distribution, importing, or marketing of lethal products, and products designed to be used with and for lethal products, that are frequently used to threaten, injure, and kill human beings in California, and which frequently cause enormous harms to individuals' and communities' health, safety, and well-being, as well as economic opportunity and vitality.

(c) The firearm industry has long been made aware of these harms, and has been called on to adopt reasonably feasible and effective reforms to their business practices to prevent or minimize those harms, but many firearm industry members have failed to do so.

(d) California has adopted critical laws regulating aspects of the firearm industry. However, some members of the firearm industry have continued to develop dangerous business practices and to manufacture, sell, distribute, and market increasingly dangerous new products designed to circumvent and undermine these laws. That purpose has often been explicit in advertisements for products ranging from unserialized ghost gun build kits to bump stocks to bullet button assault weapons, and many more.

(e) Accordingly, the Legislature finds that it is necessary to proactively establish an affirmative obligation that firearm industry members meet a reasonable standard of conduct, and face civil liability for harms caused by knowing violations of that standard, including when those violations do not constitute criminal conduct.

(f) Many other industries are required to adopt reasonable controls that are reasonably feasible and effective at preventing foreseeable and substantial risks to the public, including the illicit use of their products. The Firearm Industry Responsibility Act is intended to bring regulation of firearm industry members who conduct business in California, who sell their products to California consumers, and who have reason to believe that their products will be sold or possessed in California, closer in line with these widely accepted public health and safety standards.

(g) Firearm industry members' failures to adopt reasonable controls to protect public health and safety have led to foreseeable and grave public harms that could have been reasonably prevented with minimal cost or effort.

(h) Such failures also provide an unfair business advantage to irresponsible firearm industry members over more responsible competitors who take reasonable precautions to protect human life and well-being.

(i) The Legislature intends to ensure a level playing field for responsible firearm industry members, incentivize firearm industry members to take reasonable steps to protect public health and safety, and ensure that members of the California public who are harmed by a firearm industry member's violation of law, and public officials acting on behalf of the people of California, may bring legal action to seek appropriate justice and fair remedies for those harms in court.

SEC. 3. Title 20 (commencing with Section 3273.50) is added to Part 4 of Division 3 of the Civil Code, to read:

TITLE 20. Firearm Industry Responsibility Act

3273.50. As used in this title, the following definitions apply:

(a) "Ammunition" has the same meaning as provided in subdivision (b) of Section 16150 of the Penal Code.

(b) "Firearm" has the same meaning as provided in subdivisions (a) and (b) of Section 16520 of the Penal Code.

(c) "Firearm accessory" means an attachment or device designed or adapted to be inserted into, affixed onto, or used in conjunction with a firearm that is designed, intended, or functions to alter or enhance the firing capabilities of a firearm, the lethality of the firearm, or a shooter's ability to hold and use a firearm.

(d) "Firearm-related product" means a firearm, ammunition, a firearm precursor part, a firearm component, and a firearm accessory that meets any of the following conditions:

(1) The item is sold, made, or distributed in California.

(2) The item is intended to be sold or distributed in California.

(3) The item is or was possessed in California and it was reasonably foreseeable that the item would be possessed in California.

(e) "Firearm precursor part" has the same meaning as provided in Section 16531 of the Penal Code.

(f) "Firearm industry member" shall mean a person, firm, corporation, company, partnership, society, joint stock company, or any other entity or association engaged in the manufacture, distribution, importation, marketing, wholesale, or retail sale of firearm-related products.

(g) "Reasonable controls" means reasonable procedures, acts, or practices that are designed, implemented, and enforced to do the following:

(1) Prevent the sale or distribution of a firearm-related product to a straw purchaser, a firearm trafficker, a person prohibited from possessing a firearm under state or federal law, or a person who the firearm industry member has reasonable cause to believe is at substantial risk of using a firearm-related product to harm themselves or another or of possessing or using a firearm-related product unlawfully.

(2) Prevent the loss or theft of a firearm-related product from the firearm industry member.

(3) Ensure that the firearm industry member complies with all provisions of California and federal law and does not otherwise promote the unlawful manufacture, sale, possession, marketing, or use of a firearm-related product.

3273.51. (a) A firearm industry member shall comply with the firearm industry standard of conduct. It shall be a violation of the firearm industry standard of conduct for a firearm industry member to fail to comply with any requirement of this section.

(b) A firearm industry member shall do both of the following:

(1) Establish, implement, and enforce reasonable controls.

(2) Take reasonable precautions to ensure that the firearm industry member does not sell, distribute, or provide a firearm-related product to a downstream distributor or retailer of firearm-related products who fails to establish, implement, and enforce reasonable controls.

(c) A firearm industry member shall not manufacture, market, import, offer for wholesale sale, or offer for retail sale a firearm-related product that is abnormally dangerous and likely to create an unreasonable risk of harm to public health and safety in California. For the purposes of this subdivision, the following shall apply:

(1) A firearm-related product shall not be considered abnormally dangerous and likely to create an unreasonable risk of harm to public health and safety based on a firearm's inherent capacity to cause injury or lethal harm.

(2) There shall be a presumption that a firearm-related product is abnormally dangerous and likely to create an unreasonable risk of harm to public health and safety if any of the following is true:

(A) The firearm-related product's features render the product most suitable for assaultive purposes instead of lawful self-defense, hunting, or other legitimate sport and recreational activities.

(B) The firearm-related product is designed, sold, or marketed in a manner that foreseeably promotes conversion of legal firearm-related products into illegal firearm-related products.

(C) The firearm-related product is designed, sold, or marketed in a manner that is targeted at minors or other individuals who are legally prohibited from accessing firearms.

(d) A firearm industry member shall not engage in any conduct related to the sale or marketing of firearm-related products that is in violation of the following sections:

(1) Paragraph (1), (2), (3), (4), (5), (6), (7), (8), or (9) of subdivision (a) of Section 1770.

(2) Section 17200 of the Business and Professions Code.

(3) Section 17500 of the Business and Professions Code.

(4) Section 17508 of the Business and Professions Code.

3273.52. (a) An act or omission by a firearm industry member in violation of the firearm industry standard of conduct set forth in Section 3273.51 shall be actionable under this section.

(b) A person who has suffered harm in California because of a firearm industry member's conduct described by subdivision (a) may bring an action in a court of competent jurisdiction.

(c) (1) The Attorney General may bring a civil action in a court of competent jurisdiction in the name of the people of the State of California to enforce this title and remedy harm caused by a violation of this title.

(2) A city attorney may bring a civil action in a court of competent jurisdiction in the name of the people of that city to enforce this title and remedy harm caused by a violation of this title.

(3) A county counsel may bring a civil action in a court of competent jurisdiction in the name of the people of that county to enforce this title and remedy harm caused by a violation of this title.

(d) If a court determines that a firearm industry member engaged in conduct described by subdivision (a), the court may award any or all of the following:

(1) Injunctive relief sufficient to prevent the firearm industry member and any other defendant from further violating the law.

(2) Damages.

(3) Attorney's fees and costs.

(4) Any other appropriate relief necessary to enforce this title and remedy the harm caused by the conduct.

(e) (1) In an action alleging that a firearm industry member failed to establish, implement, and enforce reasonable controls in violation of paragraph (1) of subdivision (b) of Section 3273.51, there shall be a rebuttable presumption that the firearm industry member failed to implement reasonable controls if both of the following conditions are satisfied:

(A) The firearm industry member's action or failure to act created a reasonably foreseeable risk that the harm alleged by the claimant would occur.

(B) The firearm industry member could have established, implemented, and enforced reasonable controls to prevent or substantially mitigate the risk that the harm would occur.

(2) If the rebuttable presumption described by paragraph (1) is established, the firearm industry member has the burden of proving by a preponderance of the evidence that the firearm industry member established, implemented, and enforced reasonable controls.

(f) An intervening act by a third party, including, but not limited to, criminal misuse of a firearm-related product, shall not preclude a firearm industry member from liability under this section.

3273.54. (a) This title shall not be construed or implied to limit or impair in any way the right of a person or entity to pursue a legal action under any other authority.

(b) This title shall not be construed or implied to limit or impair in any way an obligation or requirement placed on a firearm industry member by any other authority.

(c) This title shall be construed and applied in a manner that is consistent with the requirements of the California and the United States Constitutions.

3273.55. This title shall become operative on July 1, 2023.

SEC. 4. If any provision of this act, or part of this act, any clause within this act, any combination of words within this act, or the application of any provision or part or clause or combination of words of this act to any person or circumstance, is for any reason held to be invalid or unconstitutional, the remaining provisions, clauses, words, or applications of provisions, clauses, or words shall not be affected, but shall remain in full force and effect, and to this end the provisions of this measure are severable.