



City of Laguna Woods

NOTICE OF SPECIAL CITY COUNCIL MEETING

DECEMBER 12, 2022

Please be advised that a special meeting of the Laguna Woods City Council will be held on December 12, 2022 at 2:00 p.m. The meeting will be held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637.

The agenda for this meeting is attached.

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.



CAROL MOORE, Mayor

This page is intentionally blank.

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Special Meeting
Monday, December 12, 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

Annie McCary
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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

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

AGENDA DISTRIBUTION LISTS

Electronic Distribution: The City of Laguna Woods provides notification of agenda posting and availability via email. To register to receive email notifications, please email cityhall@cityoflagunawoods.org or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

Mail Distribution: The City of Laguna Woods is able to mail agendas and/or agenda materials if provided with advance payment for postage and printing (if applicable). To request mail distribution, please email cityhall@cityoflagunawoods.org or contact the City Clerk’s Office at (949) 639-0500/TTY (949) 639-0535.

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.

/s/ Yolie Trippy
YOLIE TRIPPY, CMC, City Clerk

12/9/22
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) 444-9171. When prompted enter the following meeting ID: 824 0931 6971 followed by pound (#) and the following meeting passcode: 922656 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: 824 0931 6971
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 922656
- 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 IV.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. 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.

V. CITY COUNCIL BUSINESS

5.1 General Municipal Election

Recommendation:

1. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022 AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

AND

2. Present certificates of election to Annie McCary and Carol Moore.

AND

3. Administer oaths or affirmations of office for Annie McCary and Carol Moore.

VI. CONSENT CALENDAR

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

6.1 Teleconferencing for Meetings

Recommendation: Adopt a resolution titled:

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

6.2 Measure M2 Expenditure Report

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AND CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022

6.3 City Hall Refurbishment and Safety Project: Phase 3

Recommendation: Approve an increase of the City Manager's authorization to approve change orders for the contract agreement with US Builders & Consultants for the construction of the "City Hall Refurbishment and Safety Project: Phase 3" to 41% of the \$113,400 base amount.

VII. CITY COUNCIL BUSINESS

7.1 Annual Comprehensive Financial Report

Recommendation: Receive and file the following documents, each dated November 23, 2022:

1. Annual Comprehensive Financial Report with Report on Audit by Independent Auditors for the Year Ended June 30, 2022 (Fiscal Year 2021-22)

AND

2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

AND

3. Independent Auditor's Statements on Auditing Standards 114 Letter: The Auditor's Communication with Those Charged with Governance

AND

4. Appropriations Limit Worksheet with Independent Accountant's Report on Applying Agreed-Upon Procedures for the Fiscal Year Ended June 30, 2022

7.2 Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) Funding for Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6

Recommendation:

1. Approve Contract # 012-23010627-CV with the County of Orange for Coronavirus Aid, Relief, and Economic Securities (CARES) Act, H.R. 748, Community Development Block Grant, Public Facilities & Improvements, Americans with

Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6 (B), and authorize the City Manager to execute the contract, subject to approval as to form by the City Attorney.

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND APPROPRIATIONS TO REFLECT THE PLANNED EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) FUNDS FOR THE “AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT: PHASE 6”

7.3 League of California Cities’ New Mayors and Council Members Academy
(agendized by Councilmember Horne)

Recommendation: Authorize Councilmember McCary to participate in the League of California Cities’ New Mayors and Council Members Academy from February 1-3, 2023 in Universal City at the Sheraton Universal Hotel, including City-paid registration fees of \$1,625, hotel fees of \$199 per night (plus taxes and fees) for two nights, and hotel self-parking.

VIII. CLOSED SESSION

Prior to convening in closed session, the City Council will hear public

comments on items appearing on the closed session agenda.

8.1 The City Council will meet in closed session under the authority of California Government Code Section 54957 to consider the appointment and employment of the City Manager.

IX. CLOSED SESSION REPORT

X. ADJOURNMENT

Next Regular Meeting: Wednesday, December 21, 2022 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

5.1
GENERAL MUNICIPAL ELECTION

This page is intentionally blank.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022 AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Laguna Woods, California, on Tuesday, November 8, 2022 (“Election”), in accordance with applicable law; and

WHEREAS, notice of the Election was given in time, form, and manner as provided by law; voting precincts were properly established; election officers were appointed; and, in all respects the Election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County of Orange Registrar of Voters canvassed the returns of the Election and has certified the results to this City Council, which are attached and made a part hereof as exhibits A, B, and C.

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

SECTION 1. The total number of ballots cast in the General Municipal Election held on November 8, 2022 (“Election”) was as follows:

Vote Center Ballots Cast:	1,078
Vote-by-Mail Ballots Cast:	10,480
Total Ballots Cast:	11,558

SECTION 2. The names of persons voted for at the Election for Member of the City Council were as follows:

Edward H. Tao
Annie McCary
Carol Moore

SECTION 3. The City Council does declare and determine as follows:

1. That Annie McCary was elected as Member of the City Council for the full term of four years; and
2. That Carol Moore was elected as Member of the City Council for the full term of four years.

The number of votes given at each precinct and the number of votes given in the city to each of the persons named in Section 2 for the respective offices for which the persons were candidates are listed in exhibits A and B.

SECTION 4. The City Clerk shall enter on the records of the City Council of the City, a statement of the results of the Election, showing:

1. The whole number of votes cast in the city;
2. The names of the persons voted for;
3. For what office each person was voted for;
4. The number of votes given at each precinct to each person; and
5. The number of votes given in the city to each person.

SECTION 5. The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated. The City Clerk, or his/her/their designee, shall also administer to each person elected the oath of office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall be inducted into the respective office to which they have been elected following the administration of the oath of office, and may enter upon the duties of such office upon the filing of the prescribed oath with the City Clerk, as provided under California Government Code Section 36507.

SECTION 6. At the Election, ballots were also cast in response to Measure T (City of Laguna Woods Cannabis Business Tax Ordinance), a ballot measure that asked: "To fund City services, shall a measure establishing a tax on cannabis businesses of the higher of the following rates: 4%-10% of gross receipts or \$5-\$35 per square foot for retail businesses; and 1%-10% of gross receipts or \$1-\$35 per square foot for other businesses, with certain rates increasing annually, generating an estimated \$750,000 annually if cannabis businesses were to be authorized in the future, until ended by voters, be adopted?" Possible responses were "Yes" or "No."

SECTION 7. With respect to Measure T (City of Laguna Woods Cannabis Business Tax Ordinance), the City Council does declare and determine as follows:

1. That 6,555 ballots were cast for “Yes”; and
2. That 4,185 ballots were cast for “No.”

The number of votes given at each precinct and the number of votes given in the city for and against Measure T are listed in exhibits A and C.

SECTION 8. With respect to Measure T (City of Laguna Woods Cannabis Business Tax Ordinance), the City Clerk shall enter on the records of the City Council of the City, a statement of the results of the Election, showing:

1. The whole number of votes cast in the city;
2. The measures voted upon;
3. The number of votes given at each precinct for and against each measure; and
4. The number of votes given in the city for and against each measure.

SECTION 9. 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 special 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

**CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT OF THE
CANVASS OF THE GENERAL ELECTION RETURNS**

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

I, Bob Page, Registrar of Voters of Orange County, do hereby certify the following to be a full, true and correct Statement of the Vote, consolidated with the General Election held on November 8, 2022.

CITY OF LAGUNA WOODS
MEMBER OF THE CITY COUNCIL

CAROL MOORE	6,027
ANNIE MCCARY	4,730
EDWARD H. TAO	3,418

VOTE CENTER BALLOTS CAST:	1,078
VOTE-BY-MAIL BALLOTS CAST:	10,480
TOTAL BALLOTS CAST:	11,558

MEASURE T

YES	6,555
NO	4,185

VOTE CENTER BALLOTS CAST:	1,078
VOTE-BY-MAIL BALLOTS CAST:	10,480
TOTAL BALLOTS CAST:	11,558

I hereby certify that the number of votes cast for each candidate and measure is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 2nd day of December, 2022.



Bob Page
BOB PAGE
Registrar of Voters
Orange County

CITY OF LAGUNA WOODS Member, City Council

Vote Center Totals

District	Registration	Ballots Cast	Turnout (%)	EDWARD H. TAO	ANNIE MCCARY	CAROL MOORE
Orange County	15,235	1,078	7.1	241	320	590
Orange County	15,235	1,078	7.1	241	320	590
40th Congressional District	14,479	1,022	7.1	221	308	561
47th Congressional District	756	56	7.4	20	12	29
37th Senate District	15,235	1,078	7.1	241	320	590
72nd Assembly District	15,235	1,078	7.1	241	320	590
5th Supervisorial District	15,235	1,078	7.1	241	320	590
Laguna Woods	15,235	1,078	7.1	241	320	590
State Board of Equalization (4th District)	15,235	1,078	7.1	241	320	590
County Board of Education Trustee Area 5	15,235	1,078	7.1	241	320	590
South Orange County Community College District	15,235	1,078	7.1	241	320	590
South Orange County Community College District Trustee Area 5	9,577	709	7.4	147	226	385
South Orange County Community College District Trustee Area 6	5,658	369	6.5	94	94	205
Capistrano Unified School District	143	5	3.5	1	2	3
Capistrano Unified School District Trustee Area 5	143	5	3.5	1	2	3
Laguna Beach Unified School District	546	28	5.1	6	7	16
Saddleback Valley Unified School District	14,546	1,045	7.2	234	311	571
Saddleback Valley Unif Sch Dist Trustee Area 1	8,092	607	7.5	141	173	335
Saddleback Valley Unif Sch Dist Trustee Area 2	6,454	438	6.8	93	138	236
Municipal Water District Of Orange County	15,235	1,078	7.1	241	320	590
Municipal Water District of Orange County Div 5	15,235	1,078	7.1	241	320	590
El Toro Water District	15,235	1,078	7.1	241	320	590
Irvine Ranch Water District	0	0	0.0	0	0	0
Irvine Ranch Water Dist - Div 3	0	0	0.0	0	0	0
Historical 2010 - 45th Congressional District	15,235	1,078	7.1	241	320	590
Historical 2010 - 48th Congressional District	0	0	0.0	0	0	0
Historical 2010 - 37th Senate District	15,235	1,078	7.1	241	320	590
Historical 2010 - 74th Assembly District	15,235	1,078	7.1	241	320	590
Historical 2010 - State Board of Equalization (4th District)	15,235	1,078	7.1	241	320	590
Historical 2010 - 5th Supervisorial District	15,235	1,078	7.1	241	320	590
Historical 2010 - County Board of Education Trustee Area 5	15,235	1,078	7.1	241	320	590
Vote Center Totals	15,235	1,078	7.1	241	320	590

CITY OF LAGUNA WOODS Member, City Council

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	EDWARD H. TAO	ANNIE MCCARY	CAROL MOORE
Orange County	15,235	10,480	68.8	3177	4410	5437
Orange County	15,235	10,480	68.8	3177	4410	5437
40th Congressional District	14,479	9,939	68.6	2977	4210	5123
47th Congressional District	756	541	71.6	200	200	314
37th Senate District	15,235	10,480	68.8	3177	4410	5437
72nd Assembly District	15,235	10,480	68.8	3177	4410	5437
5th Supervisorial District	15,235	10,480	68.8	3177	4410	5437
Laguna Woods	15,235	10,480	68.8	3177	4410	5437
State Board of Equalization (4th District)	15,235	10,480	68.8	3177	4410	5437
County Board of Education Trustee Area 5	15,235	10,480	68.8	3177	4410	5437
South Orange County Community College District	15,235	10,480	68.8	3177	4410	5437
South Orange County Community College District Trustee Area 5	9,577	6,492	67.8	1862	2816	3271
South Orange County Community College District Trustee Area 6	5,658	3,988	70.5	1315	1594	2166
Capistrano Unified School District	143	96	67.1	26	50	50
Capistrano Unified School District Trustee Area 5	143	96	67.1	26	50	50
Laguna Beach Unified School District	546	383	70.1	125	140	203
Saddleback Valley Unified School District	14,546	10,001	68.8	3026	4220	5184
Saddleback Valley Unif Sch Dist Trustee Area 1	8,092	5,553	68.6	1742	2252	2930
Saddleback Valley Unif Sch Dist Trustee Area 2	6,454	4,448	68.9	1284	1968	2254
Municipal Water District Of Orange County	15,235	10,480	68.8	3177	4410	5437
Municipal Water District of Orange County Div 5	15,235	10,480	68.8	3177	4410	5437
El Toro Water District	15,235	10,480	68.8	3177	4410	5437
Irvine Ranch Water District	0	0	0.0	0	0	0
Irvine Ranch Water Dist - Div 3	0	0	0.0	0	0	0
Historical 2010 - 45th Congressional District	15,235	10,480	68.8	3177	4410	5437
Historical 2010 - 48th Congressional District	0	0	0.0	0	0	0
Historical 2010 - 37th Senate District	15,235	10,480	68.8	3177	4410	5437
Historical 2010 - 74th Assembly District	15,235	10,480	68.8	3177	4410	5437
Historical 2010 - State Board of Equalization (4th District)	15,235	10,480	68.8	3177	4410	5437
Historical 2010 - 5th Supervisorial District	15,235	10,480	68.8	3177	4410	5437
Historical 2010 - County Board of Education Trustee Area 5	15,235	10,480	68.8	3177	4410	5437
Vote by Mail Totals	15,235	10,480	68.8	3,177	4,410	5,437

CITY OF LAGUNA WOODS Member, City Council

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	EDWARD H. TAO	ANNIE MCCARY	CAROL MOORE
Orange County	15,235	11,558	75.9	3418	4730	6027
Orange County	15,235	11,558	75.9	3418	4730	6027
40th Congressional District	14,479	10,961	75.7	3198	4518	5684
47th Congressional District	756	597	79.0	220	212	343
37th Senate District	15,235	11,558	75.9	3418	4730	6027
72nd Assembly District	15,235	11,558	75.9	3418	4730	6027
5th Supervisorial District	15,235	11,558	75.9	3418	4730	6027
Laguna Woods	15,235	11,558	75.9	3418	4730	6027
State Board of Equalization (4th District)	15,235	11,558	75.9	3418	4730	6027
County Board of Education Trustee Area 5	15,235	11,558	75.9	3418	4730	6027
South Orange County Community College District	15,235	11,558	75.9	3418	4730	6027
South Orange County Community College District Trustee Area 5	9,577	7,201	75.2	2009	3042	3656
South Orange County Community College District Trustee Area 6	5,658	4,357	77.0	1409	1688	2371
Capistrano Unified School District	143	101	70.6	27	52	53
Capistrano Unified School District Trustee Area 5	143	101	70.6	27	52	53
Laguna Beach Unified School District	546	411	75.3	131	147	219
Saddleback Valley Unified School District	14,546	11,046	75.9	3260	4531	5755
Saddleback Valley Unif Sch Dist Trustee Area 1	8,092	6,160	76.1	1883	2425	3265
Saddleback Valley Unif Sch Dist Trustee Area 2	6,454	4,886	75.7	1377	2106	2490
Municipal Water District Of Orange County	15,235	11,558	75.9	3418	4730	6027
Municipal Water District of Orange County Div 5	15,235	11,558	75.9	3418	4730	6027
El Toro Water District	15,235	11,558	75.9	3418	4730	6027
Irvine Ranch Water District	0	0	0.0	0	0	0
Irvine Ranch Water Dist - Div 3	0	0	0.0	0	0	0
Historical 2010 - 45th Congressional District	15,235	11,558	75.9	3418	4730	6027
Historical 2010 - 48th Congressional District	0	0	0.0	0	0	0
Historical 2010 - 37th Senate District	15,235	11,558	75.9	3418	4730	6027
Historical 2010 - 74th Assembly District	15,235	11,558	75.9	3418	4730	6027
Historical 2010 - State Board of Equalization (4th District)	15,235	11,558	75.9	3418	4730	6027
Historical 2010 - 5th Supervisorial District	15,235	11,558	75.9	3418	4730	6027
Historical 2010 - County Board of Education Trustee Area 5	15,235	11,558	75.9	3418	4730	6027
Vote Center Totals	15,235	1,078	7.1	241	320	590
Vote by Mail Totals	15,235	10,480	68.8	3,177	4,410	5,437
Grand Totals	15,235	11,558	75.9	3,418	4,730	6,027

This page is intentionally blank.

T-City of Laguna Woods

Vote Center Totals

District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County	15,235	1,078	7.1	401	600
Orange County	15,235	1,078	7.1	401	600
40th Congressional District	14,479	1,022	7.1	379	569
47th Congressional District	756	56	7.4	22	31
37th Senate District	15,235	1,078	7.1	401	600
72nd Assembly District	15,235	1,078	7.1	401	600
5th Supervisorial District	15,235	1,078	7.1	401	600
Laguna Woods	15,235	1,078	7.1	401	600
State Board of Equalization (4th District)	15,235	1,078	7.1	401	600
County Board of Education Trustee Area 5	15,235	1,078	7.1	401	600
South Orange County Community College District	15,235	1,078	7.1	401	600
South Orange County Community College District Trustee Area 5	9,577	709	7.4	268	388
South Orange County Community College District Trustee Area 6	5,658	369	6.5	133	212
Capistrano Unified School District	143	5	3.5	2	3
Capistrano Unified School District Trustee Area 5	143	5	3.5	2	3
Laguna Beach Unified School District	546	28	5.1	7	21
Saddleback Valley Unified School District	14,546	1,045	7.2	392	576
Saddleback Valley Unif Sch Dist Trustee Area 1	8,092	607	7.5	238	320
Saddleback Valley Unif Sch Dist Trustee Area 2	6,454	438	6.8	154	256
Municipal Water District Of Orange County	15,235	1,078	7.1	401	600
Municipal Water District of Orange County Div 5	15,235	1,078	7.1	401	600
El Toro Water District	15,235	1,078	7.1	401	600
Irvine Ranch Water District	0	0	0.0	0	0
Irvine Ranch Water Dist - Div 3	0	0	0.0	0	0
Historical 2010 - 45th Congressional District	15,235	1,078	7.1	401	600
Historical 2010 - 48th Congressional District	0	0	0.0	0	0
Historical 2010 - 37th Senate District	15,235	1,078	7.1	401	600
Historical 2010 - 74th Assembly District	15,235	1,078	7.1	401	600
Historical 2010 - State Board of Equalization (4th District)	15,235	1,078	7.1	401	600
Historical 2010 - 5th Supervisorial District	15,235	1,078	7.1	401	600
Historical 2010 - County Board of Education Trustee Area 5	15,235	1,078	7.1	401	600
Vote Center Totals	15,235	1,078	7.1	401	600

T-City of Laguna Woods

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County	15,235	10,480	68.8	6154	3585
Orange County	15,235	10,480	68.8	6154	3585
40th Congressional District	14,479	9,939	68.6	5854	3387
47th Congressional District	756	541	71.6	300	198
37th Senate District	15,235	10,480	68.8	6154	3585
72nd Assembly District	15,235	10,480	68.8	6154	3585
5th Supervisorial District	15,235	10,480	68.8	6154	3585
Laguna Woods	15,235	10,480	68.8	6154	3585
State Board of Equalization (4th District)	15,235	10,480	68.8	6154	3585
County Board of Education Trustee Area 5	15,235	10,480	68.8	6154	3585
South Orange County Community College District	15,235	10,480	68.8	6154	3585
South Orange County Community College District Trustee Area 5	9,577	6,492	67.8	3785	2220
South Orange County Community College District Trustee Area 6	5,658	3,988	70.5	2369	1365
Capistrano Unified School District	143	96	67.1	53	35
Capistrano Unified School District Trustee Area 5	143	96	67.1	53	35
Laguna Beach Unified School District	546	383	70.1	233	124
Saddleback Valley Unified School District	14,546	10,001	68.8	5868	3426
Saddleback Valley Unif Sch Dist Trustee Area 1	8,092	5,553	68.6	3257	1918
Saddleback Valley Unif Sch Dist Trustee Area 2	6,454	4,448	68.9	2611	1508
Municipal Water District Of Orange County	15,235	10,480	68.8	6154	3585
Municipal Water District of Orange County Div 5	15,235	10,480	68.8	6154	3585
El Toro Water District	15,235	10,480	68.8	6154	3585
Irvine Ranch Water District	0	0	0.0	0	0
Irvine Ranch Water Dist - Div 3	0	0	0.0	0	0
Historical 2010 - 45th Congressional District	15,235	10,480	68.8	6154	3585
Historical 2010 - 48th Congressional District	0	0	0.0	0	0
Historical 2010 - 37th Senate District	15,235	10,480	68.8	6154	3585
Historical 2010 - 74th Assembly District	15,235	10,480	68.8	6154	3585
Historical 2010 - State Board of Equalization (4th District)	15,235	10,480	68.8	6154	3585
Historical 2010 - 5th Supervisorial District	15,235	10,480	68.8	6154	3585
Historical 2010 - County Board of Education Trustee Area 5	15,235	10,480	68.8	6154	3585
Vote by Mail Totals	15,235	10,480	68.8	6,154	3,585

T-City of Laguna Woods

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	Yes	No
Orange County	15,235	11,558	75.9	6555	4185
Orange County	15,235	11,558	75.9	6555	4185
40th Congressional District	14,479	10,961	75.7	6233	3956
47th Congressional District	756	597	79.0	322	229
37th Senate District	15,235	11,558	75.9	6555	4185
72nd Assembly District	15,235	11,558	75.9	6555	4185
5th Supervisorial District	15,235	11,558	75.9	6555	4185
Laguna Woods	15,235	11,558	75.9	6555	4185
State Board of Equalization (4th District)	15,235	11,558	75.9	6555	4185
County Board of Education Trustee Area 5	15,235	11,558	75.9	6555	4185
South Orange County Community College District	15,235	11,558	75.9	6555	4185
South Orange County Community College District Trustee Area 5	9,577	7,201	75.2	4053	2608
South Orange County Community College District Trustee Area 6	5,658	4,357	77.0	2502	1577
Capistrano Unified School District	143	101	70.6	55	38
Capistrano Unified School District Trustee Area 5	143	101	70.6	55	38
Laguna Beach Unified School District	546	411	75.3	240	145
Saddleback Valley Unified School District	14,546	11,046	75.9	6260	4002
Saddleback Valley Unif Sch Dist Trustee Area 1	8,092	6,160	76.1	3495	2238
Saddleback Valley Unif Sch Dist Trustee Area 2	6,454	4,886	75.7	2765	1764
Municipal Water District Of Orange County	15,235	11,558	75.9	6555	4185
Municipal Water District of Orange County Div 5	15,235	11,558	75.9	6555	4185
El Toro Water District	15,235	11,558	75.9	6555	4185
Irvine Ranch Water District	0	0	0.0	0	0
Irvine Ranch Water Dist - Div 3	0	0	0.0	0	0
Historical 2010 - 45th Congressional District	15,235	11,558	75.9	6555	4185
Historical 2010 - 48th Congressional District	0	0	0.0	0	0
Historical 2010 - 37th Senate District	15,235	11,558	75.9	6555	4185
Historical 2010 - 74th Assembly District	15,235	11,558	75.9	6555	4185
Historical 2010 - State Board of Equalization (4th District)	15,235	11,558	75.9	6555	4185
Historical 2010 - 5th Supervisorial District	15,235	11,558	75.9	6555	4185
Historical 2010 - County Board of Education Trustee Area 5	15,235	11,558	75.9	6555	4185
Vote Center Totals	15,235	1,078	7.1	401	600
Vote by Mail Totals	15,235	10,480	68.8	6,154	3,585
Grand Totals	15,235	11,558	75.9	6,555	4,185

This page is intentionally blank.

6.0
CONSENT CALENDAR SUMMARY

This page is intentionally blank.



City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: December 12, 2022 Special Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the December 12, 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 December 12, 2022 Consent Calendar contains the following items:

- 6.1 Adoption of a resolution allowing for the continued use of teleconferencing for meetings during the COVID-19 State of Emergency, pursuant to California Assembly Bill 361 (2021-2022). The proposed resolution includes the findings required by California Government Code Section 54953(e)(3) for meetings to continue to be held via teleconferencing.
- 6.2 Adoption of a resolution adopting and concerning the Measure M2 Expenditure Report for Fiscal Year 2021-22 commencing July 1, 2021 and ending June 30, 2022. The City is required to annually account for Measure

M2 net revenues, developer/traffic impact fees, and funds expended to meet maintenance of effort requirements. The report must be submitted to the Orange County Transportation Authority within six months of each fiscal year in order for the City to remain eligible to receive Measure M2 funds.

- 6.3 Approval of an increase of the City Manager's authorization to approve change orders for the contract agreement with US Builders & Consultants for the construction of the "City Hall Refurbishment and Safety Project: Phase 3" to 41% of the \$113,400 base amount. The City Council previously authorized the City Manager to approve change orders totaling 25% of the base amount for this project. In the course of construction (which is presently underway), unanticipated issues were encountered related to the location of the sewer line required for connection to the new break room/lactation room. Addressing those unanticipated sewer issues requires an increase in the City Manager's change order authorization from 25% to 41% of the base amount for this project. No additional appropriations are required; sufficient funds are included in this project's budget to support the additional change orders.

6.1 TELECONFERENCING FOR MEETINGS

This page is intentionally blank.

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 May 6, 2022) and County of Orange Health Officer (Orders and Strong Recommendations revised September 23, 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 special 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

This page is intentionally blank.

6.2
MEASURE M2 EXPENDITURE REPORT

This page is intentionally blank.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AND CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (“OCTA”) in order to remain eligible to receive Measure M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual Measure M2 Expenditure Report as part of one of the Measure M2 eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Measure M2 Expenditure Report that satisfy the Measure M2 Maintenance of Effort requirements; and

WHEREAS, the Measure M2 Expenditure Report is required to include all Net Revenue fund balances, interest earned, and expenditures identified by type and program or project; and

WHEREAS, the Measure M2 Expenditure Report is required to be adopted and submitted to the OCTA each year within six months of the end of each local jurisdiction’s fiscal year to be eligible to receive Net Revenues as part of Measure M2.

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

SECTION 1. That the Measure M2 Expenditure Report for the Fiscal Year ended June 30, 2022, attached hereto as Exhibit A, is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues, including interest earned, expenditures during the fiscal year, and balances at the end of the fiscal year.

SECTION 2. That the Measure M2 Expenditure Report for the Fiscal Year ended June 30, 2022, attached hereto as Exhibit A, is hereby adopted by the City of

Laguna Woods.

SECTION 3. That the City of Laguna Woods’ Administrative Services Director/City Treasurer is hereby authorized to sign and submit the Measure M2 Expenditure Report to the OCTA for the Fiscal Year ended June 30, 2022, acting in the capacity of the City of Laguna Woods’ Director of Finance.

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

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

CAROL MOORE, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 22-XX** was duly adopted by the City Council of the City of Laguna Woods at a special 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

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (3,109.56)	\$ 1,035
Q Local Fair Share	4	\$ 139,906.27	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 33,627.21	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 170,423.92	\$ 1,035
Monies Made Available During Fiscal Year	14	\$ 392,418.77	\$ 3,012
Total Monies Available (Sum Lines 13 & 14)	15	\$ 562,842.69	\$ 4,047
Expenditures During Fiscal Year	16	\$ 279,891.90	\$ 3,012
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (3,109.56)	\$ 1,035
Q Local Fair Share	20	\$ 172,588.46	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 113,471.89	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 276,607	\$ 1,098
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 115,812	\$ 1,913
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 392,419	\$ 3,012
Expenditures:			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 243,925	\$ 1,098
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 35,967	\$ 1,913
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 279,892	\$ 3,012
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 112,527	\$ -

* Please provide a specific description

ITEM 6.2 - Exhibit A

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees*	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,274.91	\$ 1,098.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244,373
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Street Purpose Maintenance	15	\$ 135,845.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,845
Total Maintenance¹	16	\$ 135,845.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,274.91	\$ 1,098.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,219
Other - Senior Mobility Program	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,966.99	\$ 1,913.29	\$ -	\$ 37,880
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 135,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,925	\$ 1,098	\$ -	\$ -	\$ 35,967	\$ 1,913	\$ -	\$ 418,749
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____													

¹ Includes direct charges for staff time
² Other M2 includes A-M, R,S,T,U,V, and W
 + Transportation related only
 * Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

ITEM 6.2 - Exhibit A

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Local Fair Share Project List

PROJECT NAME	AMOUNT EXPENDED
Measure M2 Fair Share Expenditures:	
Street Lighting - Public Right-of-Way	\$ 28,473.23
Contract - Traffic Engineering	\$ 146,735.41
Contract - Traffic Signal Maintenance	\$ 64,991.36
Allowable Overhead Costs, Direct	\$ 650.00
Catch Basin Full Capture System Retrofit Project	\$ 4,173.28
	\$ 245,023.28

M2 Expenditure Report
Fiscal Year Ended June 30, 2022

I hereby certify that:

All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

The City of Laguna Woods is aware of the State Controller’s “Guidelines Relating to Gas Tax Expenditures for Cities and Counties”, which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

The City’s Expenditure Report is in compliance with direction provided in the State Controller’s “Guidelines Relating to Gas Tax Expenditures for Cities and Counties;” and

The City of Laguna Woods has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to one of the maintenance of effort requirements below¹⁰:

A) The City met the existing FY 2021-22 MOE benchmark dollar amount.

B) The City met a proportional MOE benchmark amount of FY 2021-22 General Funds Revenues that is at least equal to the percent listed in column C of Exhibit 2 in the M2 Eligibility Guidelines.¹³

Director of Finance (Print Name)

Date

Signature

¹³ An Actual General Fund Revenue excerpt from a jurisdiction's Annual Comprehensive Finance Report (ACFR) must be provided as backup documentation.

This page is intentionally blank.

6.3
CITY HALL REFURBISHMENT AND SAFETY
PROJECT: PHASE 3
(NO REPORT)

This page is intentionally blank.

7.1
ANNUAL COMPREHENSIVE FINANCIAL
REPORT

This page is intentionally blank.



City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager
Elizabeth Torres, Administrative Services Director/City Treasurer

FOR: December 12, 2022 Special Meeting

SUBJECT: Annual Comprehensive Financial Report

Recommendation

Receive and file the following documents, each dated November 23, 2022:

1. Annual Comprehensive Financial Report with Report on Audit by Independent Auditors for the Year Ended June 30, 2022 (Fiscal Year 2021-22)

AND

2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

AND

3. Independent Auditor's Statements on Auditing Standards 114 Letter: The Auditor's Communication with Those Charged with Governance

AND

4. Appropriations Limit Worksheet with Independent Accountant's Report on Applying Agreed-Upon Procedures for the Fiscal Year Ended June 30, 2022

Background

Brown Armstrong Accountancy Corporation has served as the City's independent auditor since May 1, 2018 (for Fiscal Year 2017-18). Beginning with Fiscal Year 2020-21, the audit partner responsible for leading Brown Armstrong Accountancy Corporation's work for the City changed. The existing agreement with Brown Armstrong Accountancy Corporation includes one additional audit – the fiscal year currently underway (Fiscal Year 2022-23) – after which a competitive request for proposals process is anticipated.

Brown Armstrong Accountancy Corporation provides or has provided audit services to the cities of Bakersfield, Baldwin Park, Fresno, Pasadena, Paso Robles, and St. Helena, as well as the counties of Merced, Riverside, Santa Barbara, and Santa Cruz. Additional information is available at <http://ba.cpa>.

On May 26, 2022, the City Council appointed Mayor Moore and Councilmember Hatch to an Ad Hoc Audit Committee to work with the City's independent auditors on matters related to the Fiscal Year 2021-22 audit.

Discussion

Today's meeting is an opportunity for City Council discussion, as well as public input, regarding the Annual Comprehensive Financial Report ("ACFR") with Report on Audit by Independent Auditors for the Year Ended June 30, 2022 (Fiscal Year 2021-22) (Attachment A) and related documents (attachments B, C, and D).

Fiscal Year 2021-22 is the eighth year for which an ACFR has been prepared with each of the sections prescribed by the Governmental Accounting Standards Board ("GASB"). Preparation of an ACFR includes a broader presentation of financial statements than required by law and is optional, but encouraged, by GASB.

Brown Armstrong Accountancy Corporation concluded, based on their audit, that there was a reasonable basis for rendering an unmodified opinion that the financial statements for Fiscal Year 2021-22 were fairly presented in conformity with Generally Accepted Accounting Principles. No material weaknesses or significant deficiencies were identified in the City's internal control structure. A representative from Brown Armstrong Accountancy Corporation will be available to answer questions and provide additional information at the meeting.

Fiscal Impact

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

- Attachments:
- A – Comprehensive Annual Financial Report with Report on Audit by Independent Auditors for the Year Ended June 30, 2022 (Fiscal Year 2021-22)
 - B – Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
 - C – Independent Auditor's Statements on Auditing Standards 114 Letter: The Auditor's Communication with Those Charged with Governance
 - D – Appropriations Limit Worksheet with Independent Accountant's Report on Applying Agreed-Upon Procedures for the Fiscal Year Ended June 30, 2022

This page is intentionally blank.

Attachment A

Annual Comprehensive Financial Report with Report on Audit by Independent Auditors for the Year Ended June 30, 2022 (Fiscal Year 2021-22)

TO VIEW THIS DOCUMENT ONLINE, PLEASE VISIT

<https://www.cityoflagunawoods.org/audit-reports/>

THIS DOCUMENT CAN ALSO BE OBTAINED BY CONTACTING
THE CITY CLERK'S OFFICE AT (949) 639-0500 OR
CITYHALL@CITYOFLAGUNAWOODS.ORG

This page is intentionally blank.

Attachment B

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

TO VIEW THIS DOCUMENT ONLINE, PLEASE VISIT

<https://www.cityoflagunawoods.org/audit-reports/>

THIS DOCUMENT CAN ALSO BE OBTAINED BY CONTACTING
THE CITY CLERK'S OFFICE AT (949) 639-0500 OR
CITYHALL@CITYOFLAGUNAWOODS.ORG

This page is intentionally blank.

Attachment C

Independent Auditor’s Statements on Auditing Standards 114 Letter: The Auditor’s Communication with Those Charged with Governance

TO VIEW THIS DOCUMENT ONLINE, PLEASE VISIT

<https://www.cityoflagunawoods.org/audit-reports/>

THIS DOCUMENT CAN ALSO BE OBTAINED BY CONTACTING
THE CITY CLERK’S OFFICE AT (949) 639-0500 OR
CITYHALL@CITYOFLAGUNAWOODS.ORG

This page is intentionally blank.

Attachment D

Appropriations Limit Worksheet with Independent Accountant's Report on
Applying Agreed-Upon Procedures for the Fiscal Year Ended June 30, 2022

TO VIEW THIS DOCUMENT ONLINE, PLEASE VISIT

<https://www.cityoflagunawoods.org/audit-reports/>

THIS DOCUMENT CAN ALSO BE OBTAINED BY CONTACTING
THE CITY CLERK'S OFFICE AT (949) 639-0500 OR
CITYHALL@CITYOFLAGUNAWOODS.ORG

This page is intentionally blank.

7.2

**COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS AID, RELIEF, AND
ECONOMIC SECURITY ACT (CDBG-CV)
FUNDING FOR AMERICANS WITH DISABILITIES
ACT (ADA) PEDESTRIAN ACCESSIBILITY
IMPROVEMENT PROJECT: PHASE 6**

This page is intentionally blank.



City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: December 12, 2022 Special Meeting

SUBJECT: Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) Funding for Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6

Recommendation

1. Approve Contract # 012-23010627-CV with the County of Orange for Coronavirus Aid, Relief, and Economic Securities (CARES) Act, H.R. 748, Community Development Block Grant, Public Facilities & Improvements, Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6 (B), and authorize the City Manager to execute the contract, subject to approval as to form by the City Attorney.

AND

2. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND APPROPRIATIONS TO REFLECT THE PLANNED EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS

AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) FUNDS
FOR THE “AMERICANS WITH DISABILITIES ACT (ADA)
PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT: PHASE 6”

Background

The Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6 (“project”) is included in the Fiscal Years 2021-32 Capital Improvement Program. The project involves removing and constructing concrete curb ramps, sidewalks, and driveways. The work also includes traffic control, adjusting utility manholes and water valves to grade, re-establishing survey monuments, and replacing impacted existing pavement, painted striping, pavement markings, and truncated domes.

The County of Orange previously awarded the City \$150,000 in Community Development Block Grant (“CDBG”) funds for the project.

Discussion

Today’s meeting is an opportunity for City Council action, as well as public input, on the proposed receipt of additional funding for the project. Staff recommends that the City Council approve the proposed agreement with the County of Orange (Attachment A) in order to receive \$200,000 in Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (“CDBG-CV”) funds to expand the project’s scope of work. Staff also recommends that the City Council adopt the proposed resolution (Attachment B) to adjust appropriations in the Fiscal Year 2022-23 Budget accordingly.

Staff recently solicited competitive bids for the project. In anticipation of the potential receipt of CDBG-CV funds, bids were solicited for a scope of work that could be completed within a \$350,000 budget (\$150,000 in CDBG funds, \$200,000 in CDBG-CV funds). That scope of work generally includes the following:

Curb Ramp(s) and/or Driveways

- Northbound Moulton Parkway at the Ivy Park of Wellington¹ driveway
- Northbound Moulton Parkway at Laguna Woods Village Gate 12

¹ Ivy Park of Wellington is the assisted living/memory care community formerly known as Las Palmas.

- Southbound Moulton Parkway at Laguna Woods Village Gate 16
- Westbound El Toro Road at the ARCO AM/PM driveway

Sidewalks

- Northbound Moulton Parkway between South City Limit and Calle Aragon
- Westbound El Toro Road between Moulton Parkway and the Laguna Hills Animal Hospital
- Approximately 3,000 linear feet or less of additional sidewalk replacement in targeted areas of need along El Toro Road and/or Moulton Parkway

Fiscal Impact

As proposed, the project would be funded by grant revenue. Expenditures would be made in advance of receiving the offsetting revenue (i.e., on a reimbursement basis), as authorized by Administrative Policy 2.9 (Section 2.9.04(7)).

Attachments: A – Proposed Agreement
B – Proposed Resolution

This page is intentionally blank.



CONTRACT # 012-23010627-CV

FOR

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT, H.R.748
 COMMUNITY DEVELOPMENT BLOCK GRANT
 PUBLIC FACILITIES & IMPROVEMENTS
 AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY
 IMPROVEMENT PROJECT: PHASE 6 (B)

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA WOODS

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
14.218	Pending	Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 Community Development Block Grant (CDBG)/Housing Rehabilitation, Public Facilities & Improvements, and/or Public Services	U.S. Housing & Urban Development (HUD)

Table of Contents

RECITALS..... 6

General Terms and Conditions: 8

- A. **Governing Law and Venue:..... 8**
- B. **Entire Contract:..... 8**
- C. **Amendments:..... 8**
- D. **Intentionally left blank 8**
- E. **Delivery:..... 8**
- F. **Acceptance Payment:..... 8**
- G. **Intentionally left blank:..... 8**
- H. **Patent/Copyright Materials/Proprietary Infringement:..... 8**
- I. **Assignment: 9**
- J. **Non-Discrimination:..... 9**
- K. **Termination: 9**
- L. **Consent to Breach Not Waiver: 9**
- M. **Independent Subrecipient:..... 9**
- N. **Performance Warranty: 9**
- O. **Insurance Requirements:..... 10**
- P. **Changes: 13**
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest: 13**
- R. **Force Majeure: 14**
- S. **Confidentiality:..... 14**
- T. **Compliance with Laws: 14**
- U. **Intentionally left blank 14**
- V. **Severability: 14**
- W. **Attorney Fees:..... 14**
- X. **Interpretation: 15**
- Y. **Employee Eligibility Verification: 15**
- Z. **Indemnification: 15**
- AA. **Audits/Inspections:..... 15**
- BB. **Contingency of Funds:..... 16**
- CC. **Expenditure Limit: 16**

Additional Terms and Conditions: 17

- 1. **Scope of Contract:..... 17**
- 2. **Term of Contract 17**

- 3. **Renewal:** 17
- 4. **Maximum Obligation:** 17
- 5. **Amendments - Changes/Extra Work:**..... 17
- 6. **Breach of Contract:** 17
- 7. **Conditions Affecting Work:** 18
- 8. **Civil Rights:**..... 18
- 9. **Conflict of Interest – Subrecipient’s Personnel:** 18
- 10. **Conflict of Interest – County Personnel:** 18
- 11. **Consulting Contract – Follow-On Work:**..... 18
- 12. **Project Manager, County:** 19
- 13. **Subrecipient’s Project Manager and Key Personnel:**..... 19
- 14. **Subrecipient Personnel – Reference Checks:**..... 19
- 15. **Data – Title To** 19
- 16. **Licenses** 20
- 17. **Disputes – Contract:**..... 20
- 18. **EDD Independent Subrecipient Reporting Requirements:** 20
- 19. **Emergency/Declared Disaster Requirements:** 21
- 20. **Errors and Omissions:** 21
- 21. **Non-Supplantation of Funds:** 22
- 22. **Satisfactory Work** 22
- 23. **Access and Records:** 22
- 24. **Signature in Counterparts**..... 23
- 25. **Reports/Meetings**..... 23
- 26. **Subcontracting:** 23
- 27. **Equal Employment Opportunity:**..... 23
- 28. **Gratuities** 24
- 29. **News/Information Release:** 24
- 30. **Notices**..... 24
- 31. **Ownership of Documents** 25
- 32. **Precedence:** 25
- 33. **Termination – Orderly:** 25
- 34. **County Branding Requirements – Publicity, Literature, Advertisement and Social Media:** 25
- Program Specific Terms and Conditions:** **27**
- 35. **Debarment:**..... 27
- 36. **Lobbying:** 27

37. **Fraud:**..... 27

38. **Fiscal Accountability:**..... 27

39. **Performance Standards:** 28

40. **Budget Schedule:** 28

41. **Payment Requirements:**..... 28

42. **Modification of Budget:**..... 30

43. **Annual Audit:** 30

44. **D-U-N-S Number and Related Information:** 30

45. **Program Income:** 31

46. **Performance:**..... 31

47. **Performance Monitoring:** 33

48. **Federal Administrative and Related Requirements:**..... 33

49. **Definitions:** 44

Signature Page **47**

ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Performance Standards

EXHIBITS

Exhibit 1– OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Debarment and Suspension Certificate
Exhibit 4 – Disclosure Form to Report Lobbying
Exhibit 5 - Lobbying Certification

Contract # 012-23010627-CV

with

City of Laguna Woods

for

Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748

Community Development Block Grant

Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B)

This Contract # 012-23010627-CV for Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6 (B)(hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" and City of Laguna Woods, D-U-N-S # 602270279 and IEU # KEJTJCZ915H7 , a California Municipality, with a place of business at 24264 El Toro Road, Laguna Woods, CA 92637 (hereinafter referred to as "Subrecipient"), with County and Subrecipient sometimes referred to as "party" or collectively as "parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services

Attachment B – Payment/Compensation

Attachment C – Budget Schedule

Attachment D – Staffing Plan

Attachment E - Performance Standards

Exhibit 1– OC Community Resources Contract Reimbursement Policy

Exhibit 2 – Drug Free Workplace Certification

Exhibit 3 – Debarment and Suspension Certificate

Exhibit 4 – Disclosure Form to Report Lobbying

Exhibit 5 – Certification Regarding Lobbying

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B) under a cost reimbursement Contract; and

WHEREAS, County solicited, under Agenda Staff Report approved by the Board of Supervisors of Orange County on November 8, 2022, this Contract for services as set forth herein, and Subrecipient represented that it is qualified to provide Coronavirus Aid, Relief, and

Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B) to the County as further set forth here; and

WHEREAS, Subrecipient agrees to provide Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B) to the County as further set forth in the Scope of Service, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B) with the Subrecipient to carry out certain program services and activities;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank:**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right

to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services

furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be MAINTAINED by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Subrecipient shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN Contract**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN Contract**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Subrecipient shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Subrecipient's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as

any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees (defined below) harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under

this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; receipt of funds from the Department of Housing and Urban Development ("HUD"), and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B) from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on January 25, 2023 and continue through August 31, 2023, unless otherwise terminated by the County.
3. **Renewal:** This Contract may not be renewed.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$ 200,000, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment "C".
5. **Amendments - Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.
If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.
6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and

Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

- 8. Civil Rights:** Subrecipient attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 9. Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

- 10. Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County's Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient's Project Manager and key personnel. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

13. Subrecipient's Project Manager and Key Personnel: Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Subrecipient's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

14. Subrecipient Personnel – Reference Checks: The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

15. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All

materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

16. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

17. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Subrecipient’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient’s demand, it shall be deemed a final decision adverse to the Subrecipient’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

18. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service

provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

- 19. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County’s needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.
- 20. Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient’s reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient’s reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and

Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

21. Non-Supplantation of Funds:

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

22. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

23. Access and Records:

A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which

County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

24. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

25. Reports/Meetings: The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this Contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

26. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

27. Equal Employment Opportunity: The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped

individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

28. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
Housing and Community Development
Project Manager

OC Community Resources
Contract Development and Management
Contract Administrator

1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

601 N. Ross St., 6th Floor
Santa Ana, CA 92701

For Subrecipient:

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

31. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
32. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
33. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
34. **County Branding Requirements – Publicity, Literature, Advertisement and Social Media:**
- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited.
 - B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Contract Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Subrecipient publishing the information, unless a different timeframe for approval is agreed upon by the Contract Administrator/assigned Deputy Purchasing Agent;
2. Unless directed otherwise by Contract Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Subrecipient, unless approved in writing by Contract Administrator/assigned Deputy Purchasing Agent; and,
4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Contract Administrator/assigned Deputy Purchasing Agent. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

Program Specific Terms and Conditions:

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

36. Lobbying:

- A. Subrecipient shall complete and immediately forward to the County the "Disclosure of Lobbying Activities," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if subrecipient, or any person, firm or corporation acting on Subrecipient's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through:
<http://ocgov.com/gov/risk/programs/antifraud>.

38. Fiscal Accountability:

- A. **Financial Management System:** Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to the line items as identified in Attachment C to this Contract;
 - ii. Source documentation to support accounting records; and
 - iii. Proper charging of costs and cost allocation.
- B. **Subrecipient's Record:** Subrecipient's records shall be sufficient to:
 - i. Permit preparation of required reports;
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
 - iv. Permit tracking and reporting of leveraging as required.
- C. **Costs Charged:** Cost shall be charged to this Contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring included, but not limited to those listed in the Attachment E-Performance Standards attached hereto and incorporated herein by reference.
40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
41. **Payment Requirements:**
- If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.
- A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Subrecipient attached hereto and incorporated herein by reference.
- B. **County will reclaim any unused balance of funds for reallocation to other County approved projects.**
- C. **Payment of Project Activities:**
1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on February 1, 2023, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress Grantee Performance Report (“GPR Information Form”) for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.
 2. If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a GPR Information Form, including and

explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. The following “Required Expenditure Threshold” criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds received through this Contract, through term of Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

<u>*Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
May 31, 2023	70% of Contracted Amount Expended
June 30, 2023	80% of Contracted Amount Expended

Failure to achieve at least the aforementioned 50% drawdown, without extenuating circumstances, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient

4. Subrecipient will have fifteen (15) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the fifteen (15) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.
 - E. Eligible costs related to services provided by Subrecipient must be incurred during the period beginning January 25, 2023. The Project shall be completed, and all funds provided through this Contract shall be expended on eligible Project activities through and including August 31, 2023.
 - F. County and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2022 as amended, in which both Parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities.
 - G. Metropolitan Cities with populations of over 50,000, are eligible to participate in the Community Planning and Development (“CPD”) program funds directly from HUD and have opted to participate in the CPD programs through the County’s Urban County Program as a metropolitan city.

42. **Modification of Budget:** Upon written approval of County, Subrecipient shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.
43. **Annual Audit:** If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in 2 CFR Part 200.500- Subpart F-Audit Requirements, Subrecipient shall cause an audit to be prepared by a Certified Public Accountant (“CPA”) who is a member in good standing with the American Institute of Certified Public Accountants (“AICPA”) of the California Society of CPA’s. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (“GAAS”) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the right to require Subrecipient to submit similarly prepared audit at Subrecipient’s expense even in instances when Subrecipient’s expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

Subrecipient will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to County within six (6) months of the end of each Contract year in which Subrecipient has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in County denying reimbursement of funds to Subrecipient, as well as future funding qualification. Subrecipients, which are exempt from statutory audit requirements, shall maintain records, which are available for review by County or Federal officials. Subrecipient acknowledges that any and all “Financial Statements” submitted to County pursuant to this Contract become public records and are subject to public inspection pursuant to the California Public Records Act (Section 6250 et seq. of the California Government).

44. **UEI and D-U-N-S Numbers and Related Information:** UEI and D-U-N-S Numbers: A unique, non-indicative 12-and 9 digit identifiers issued and maintained by SAM.gov and the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The UEI and D-U-N-S Numbers are needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The UEI and D-U-N-S Numbers must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all UEI and D-U-N-S information is up to date and the UEI and D-U-N-S Numbers status is “active,” prior to execution of this Contract. If County cannot access the Subrecipient’s UEI and D-U-N-S information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient’s data entry for its UEI and D-U-N-S Numbers, the Subrecipient must immediately update the information as required.

If County cannot access the Subrecipient's UEI and D-U-N-S information related to this federal sub award on the Federal Funding Accounting and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient's data entry for its UEI and D-U-N-S Numbers, the Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

45. Program Income:

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: "Program Income" means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.
- E. Subrecipient shall provide information of the receipt of Program Income by Subrecipient related to this Contract on all GPR Information Forms submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

46. Performance:

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.
- B. Subrecipient shall comply with all applicable HUD regulations, as described in Paragraph 49 "Federal Administrative and Related Requirements" of this Contract, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low

income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of County or HUD and shall be submitted by Subrecipient in report form to County by dates specified by County.

- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the Subrecipient, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the County.
- D. Subrecipient shall complete and submit a Year End GPR Information Form by September 15, 2023.
- E. Should the activity being funded through this Contract be completed, cancelled or terminated prior to the termination date set forth herein in Paragraph 2 “Term of Contract,” or if funds allocated through this Contract are fully expended, prior to end of Contract term, Subrecipient must continue to serve its clients for the entire term of this Contract. Subrecipient shall complete and submit a Mid-Year and Year End GPR Information Form at the time of the completion, cancellation or termination.
- F. Subrecipient shall complete and submit a GPR Information Form in support of all requests for reimbursement. Said GPR Information Form shall consist of a cumulative report of project related accomplishments as set forth in Attachment A - Scope of Services, for the subject quarter. If at any time during the term of this Contract Subrecipient has no activity occurring during any quarter, Subrecipient shall prepare and submit to County a Quarterly GPR Information Form, regardless of actual activity.
- G. Subrecipient acknowledges that the GPR Information Form is a monitoring tool that will be reviewed and evaluated to determine Subrecipient’s level of performance relative to this Contract.
- H. Subrecipient shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by County.
- I. Readiness – for Housing Rehabilitation and Public Facilities & Improvements Projects:
Subrecipient shall be required to demonstrate to County its readiness to immediately initiate its Project upon execution of this Contract by providing to the County documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements;

and, executed Architect and Engineer (hereafter referred to as "A&E") contracts with specific project timelines consistent with funding. By July 30 of Contract term, Subrecipient shall provide County a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, Subrecipient shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that Subrecipient will meet the "Minimum Required Expenditure Thresholds" as set forth in this Paragraph 47.C. Subrecipient acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the Subrecipient.

47. Performance Monitoring:

- A. Performance Monitoring of Subrecipient by County, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County, State of California or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Subrecipient within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in this Paragraph 47 of this Contract.
- D. HUD in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of County to determine whether County has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold. Subrecipient is responsible to ensure timely drawdown of funds.

48. Federal Administrative and Related Requirements: Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein,

utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles:

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et al; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
 - b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.
4. **Disclosure**
Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
 5. **Close-Outs**
Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 49, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**
Compliance

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans

with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

3. **Affirmative Action:**

Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

4. **Americans with Disabilities Act:**

Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Drug-Free Workplace:**

The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company’s drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Subrecipient may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or Cooperative Agreement; and
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

a. **Prohibited Activity:**

Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. **OSHA:**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants’ health or safety.

c. **Employee Rights**

i. **Federal Minimum Wage**

Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

d. **California Minimum Wage**

i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

e. **Hatch Act:**

Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

f. **Religious Organization/Activities:**

In accordance with 24 CFR 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. **Labor Standards**

a. Subrecipient agrees to contact County no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.

- b. Subrecipient will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- c. Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. Subrecipient shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- d. Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all Subrecipients engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve
- e. Subrecipient of its obligation, if any, to require payment of the higher rate under state or local laws Subrecipient shall insert provisions meeting the requirements of this Paragraph in all such Contracts.

In case where the Davis-Bacon Act applies, Subrecipient agrees to submit the Construction Bid Package for this project to County for modification, Subrecipient shall construct project in accordance with the approved Construction Bid Package.

9. California Labor Code Compliance

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.
- b. Payroll Records
Subrecipient agrees that:
Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.
Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

10. **Economic Opportunities**

Compliance

Subrecipient agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

Subrecipient further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County or Subrecipient, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject Subrecipient and any sub-Subrecipients, their successors and assigns, to those remedies specified herein. Subrecipient certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Subrecipient agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild

participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").

- b. The Parties agree to comply with HUD's Regulations in 24 CFR, Part 75 which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.
- c. The Sub-recipient, contractor, and subcontractor agrees to send to each labor organization or representative of workers with which the Sub-recipient, contractor, and subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient, contractor, and subcontractor's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d. The Sub-recipient, contractor, and subcontractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Sub-recipient, contractor, and subcontractor will not subcontract with any subcontractor where the Sub-recipient, contractor, and subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations 24 CFR part 75.
- e. The Sub-recipient, contractor, and subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient, contractor, and subcontractor's obligations under 24 CFR part 75
- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

11. **Environmental Conditions:**

Subrecipient shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by County and/or HUD of environmental compliance.

Subrecipient shall incur no costs for any project-related activity defined in Subrecipient Scope of Services and County shall not disburse funds prior to certification by County and/or HUD for environmental compliance.

Subrecipient shall provide requested material to County for the Environmental Review process required by applicable regulations.

a. **Air and Water:**

Subrecipient agrees to comply with the following regulations in so far as they apply to the performance of this Contract:

Clean Air Act, 42 U.S.C., 1857, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

b. **Flood Disaster Protection:**

Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

c. **Lead-Based Paint:**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.

d. **Historic Preservation:**

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic

properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

e. **Energy Efficiency Standards:**

Subrecipient agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

f. **Modifications/Transfers of Real Property:**

Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

i. Subrecipient shall ensure that any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

i.i. Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by County, after expiration of the Contract and close-out of Subrecipient's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

i.ii. Disposed of in a manner which results in County being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with this Paragraph 49.

g. **Property Records:**

Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to federal and State regulations.

h. **Equipment:**

Subrecipient shall use, manage and dispose of equipment in accordance with federal and State regulations.

i. **Subcontracts:**

i. Subrecipient shall submit all subcontract agreements to County for review and consent prior to entering into such subcontracts. For construction subcontracts, Subrecipient shall submit the Construction Bid Package to County for review and written approval by Director or designee prior to advertising for bids and award for the construction contract. Subrecipient shall construct Project in accordance with the

Construction Bid Package, which Director approved, unless prior written approval is received from Director for modification thereof.

- ii. Subrecipient shall assume responsibility for all subcontracted services to assure Contract compliance.
 - iii. Subrecipient shall cause all of the provisions of this Contract in entirety to be included in and made a part of any subcontract executed in the performance of this Contract.
 - iv. Subrecipient shall monitor all subcontracted services on a quarterly basis to assure Contract compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of Contract non-compliance. Documentation shall be made available for periodic monitoring by representatives of County and/or HUD.
- j. **Fair Housing:**
Subrecipient shall affirmatively further fair housing in accordance with 24 CFR 570. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Subrecipient has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act, along with all applicable State & Federal requirements.
- k. **Grantor Recognition:**
Subrecipient shall insure recognition of the role of the County in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Contract. Subrecipient will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of County or HUD.
- l. **Rehabilitation Act:**
Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

49. Definitions:

For the purposes of this Contract the following definitions shall apply:

- A. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
- B. Director: Director of OC Community Resources, or designee.
- C. Grantee Performance Report (GPR) Information Form: A Program activity data document provided by County to Subrecipient used to monitor, track and report the performance of Subrecipient.
- D. OC Community Resources Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- E. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- F. OMB: Federal Office of Management and Budget.
- G. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- H. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- I. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- J. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- K. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- L. Substantial Amendment: The following criteria will be used by the County – if any one criteria applies, a substantial amendment will be required:

- i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
 - iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount that is consistent with County policy; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount that is consistent with County policy.
- M. Construction Bid Package: A package of bidding documents which includes the proposal, bidding instructions, Contract documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
- N. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

Signature Page

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this Contract to be executed.

***City of Laguna Woods**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Print Name Title

Signature Dated

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By: _____

Dated: _____

Deputy County Counsel



**SCOPE OF SERVICES
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES & IMPROVEMENTS
AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY
IMPROVEMENT PROJECT: PHASE 6(B)**

1. Scope of Services

A. HUD Matrix Code / Activity:

03L Sidewalks/ 570.201 (c)

B. Project Title:

Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement
Project: Phase 6(B)

C. Program Description:

Funds are requested for the reconstruction of sidewalks and driveways to eliminate uneven surfaces on sidewalks, by reconstructing sections of the sidewalk and adjusting any utility manhole and/or handholes along Moulton Parkway and El Toro Road. The proposed sixth (B) phase of improvements include reconstructing two driveways and approximately 5000SQ ft of sidewalk to ensure ADA compliance.

D. Project Need:

Pedestrian walkway design and operation must comply with the accessibility standards set forth in the Architectural Barriers Act (ABA) of 1968, the Rehabilitation Act of 1973 (Section 504) and the ADA of 1990. to prevent, prepare for, and respond to the coronavirus pandemic.

E. Low/Mod Neighborhood Preservation:

The Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6(B) is important to all pedestrians, but it is particularly important to those with disabilities who have limited travel choices and rely mostly on the pedestrian environment. Examples are older adults,

persons with vision impairments, and people using wheelchairs and other assistive devices who frequently rely on sidewalks to travel independently within their community for shopping, recreation, exercise, and personal and medical services. This project is focused on benefiting the L/M income population within the City of Laguna Woods, which according to the HUD Office of Community Planning and Development, ranks the City’s L/M income population at approximately 69.84%.

F. Program Objectives and Outcomes Chart:

<u>Activity</u>	<u>Outputs</u>
1. Design	Project Development
2. Construction	2 Driveways & 5000 SQ ft of Sidewalk
3. Inspection	Construction Management

G. Performance Objectives

Performance Outcomes

1. Suitable Living Environment	Availability/Accessibility
2. Suitable Living Environment	Availability/Accessibility
3. Suitable Living Environment	Availability/Accessibility

CDBG National Objective: LMC 570.208 (a)(2)

Outcomes

10,770 people

1. Federal Award Identification

- A. **Subrecipient Name:** City of Laguna Woods
- B. **Subrecipient’s Unique Identifier (DUNS):** 602270279, IEU # KEJTJCZ915H7
- C. **Federal Award Identification Number (FAIN):** 14.218
- D. **Federal Award Date:** TBA
- E. **Subaward Period of Performance:** FY 2023-24
- F. **Total Amount of Federal Funds Obligated by the Action:** \$200,000

CFDA	FAIN	Award Date	Formula Funds	Amount
				\$
				\$
			TOTAL:	\$

- G. **Total Amount of Federal Funds Obligated to the Subrecipient: \$200,000**
- H. **Total Amount of the Federal Award: \$ 2,428,308**
- I. **Federal Award Project Description: ADA Pedestrian Accessibility Improvement Project Phase 7**
- J. **Federal Awarding Agency: HUD**
- K. **Name of PTE: Orange County**
- L. **Contact Information for the Awarding Official: Julia Bidwell Director (714) 480-2991 Julia.Bidwell@occr.ocgov.com**
- M. **CFDA Number and Name: 14.218**
- N. **Whether Award is R&D: N/A**
- O. **Indirect Cost Rate for the Federal Award: N/A**

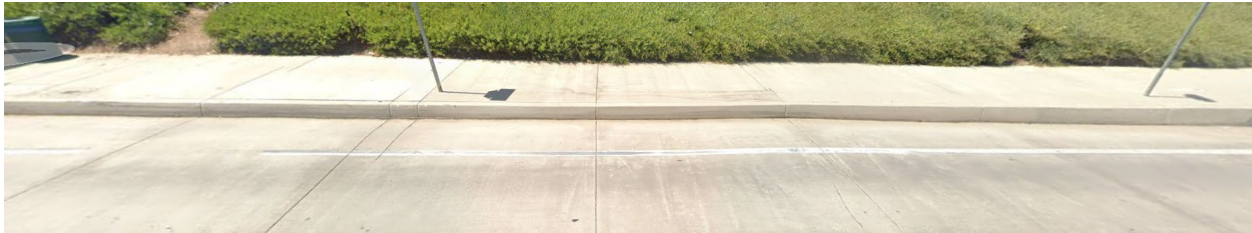
Photos

El Toro Road (Driveway leading to Arco Station)





El Toro Road (Sidewalk approaching driveway leading to Arco Station)



Moulton Parkway and Gates 12 and 16





**PAYMENT/COMPENSATION
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES & IMPROVEMENTS
AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY
IMPROVEMENT PROJECT: PHASE 6 (B)**

1. **COMPENSATION:**

This is a Contract between the County and the Subrecipient for **\$200,000** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, state or federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. **PAYMENT TERMS:**

An invoice for services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange, verified and approved by OC Community Resources and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources Accounting
601 N Ross St, 6th Floor, Santa Ana, CA 92701

INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1-OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

4. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



**BUDGET SCHEDULE
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES & IMPROVEMENTS
AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY
IMPROVEMENT PROJECT: PHASE 6(B)**

1. Subrecipient’s Budget Schedule

A. Administration and Project Cost

Project Budget Chart City of Laguna Woods – American with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project: Phase 6(B)			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Design/Project Development	\$25,000	N/A	\$25,000
Inspection	\$10,000	N/A	\$10,000
Construction	\$165,000	0	\$165,000
Total Project Cost	\$200,000		\$200,000

B. Detailed Project Cost Budget Description

The Subrecipient will utilize \$200,000 in CDBG funds are requested for the reconstruction of sidewalks to eliminate uneven surfaces on sidewalks, by reconstructing sections of the sidewalk and adjusting any utility manhole and/or handholes along Moulton Parkway and El Toro Road. The proposed 6(B) phase of improvements include reconstructing two driveways and 5000 SQ of sidewalk to ensure ADA compliance.



1. Staffing Plan

Project Title:

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC FACILITIES & IMPROVEMENTS
AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY I
MPROVEMENT PROJECT: PHASE 6 (B)

	Classification/Title
1	Maintenance Programs Analyst
2	Project Support: Administrative Services Director/City Treasurer
3	City Traffic Engineer (contract)

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The Subrecipient may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval. Subrecipient shall provide the name of the staff to the County within a time mutually agreed upon by the Parties but no event later than 30 days after the execution of the Contract.



**PERFORMANCE STANDARDS
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES & IMPROVEMENTS
AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY
IMPROVEMENT PROJECT: PHASE 6 (B)**

1. **Performance Standards**

Jan 25, 2023 – Contract Start Date through August 31, 2023

2. **Tools to Measure Project’s Effect**

Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvements Project:
Phase 6 (B)

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
May 31, 2023	70% of Contracted Amount Expended	\$140,000
May 31, 2023	70% of Proposed Accomplishments Achieved	Construction and/or installation
June 30, 2023	80% of Contracted Amount Expended	\$160,000
June 30, 2023	80% of Proposed Accomplishments Achieved	Construction and/or installation

3. The Subrecipient will use several tools in measuring the project’s effect on the intended beneficiaries. The Subrecipient regularly monitors the traffic flow of both vehicular and pedestrian traffic throughout the Subrecipient through daily windshield inspections by the Subrecipient’s street maintenance team and weekly field inspections by the Subrecipient’s Maintenance Programs Analyst and City Engineer. The Subrecipient will measure its success in meeting the needs of its community based on whether it has provided more accessible pedestrian mobility in accordance with ADA standards. Engineering inspections will be performed

during the project and at the project's completion. The Subrecipient will also meet the milestone dates as identified in the chart above.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: January 17, 2020

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and OC Housing & Community Development's reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor: City of Laguna Woods

Effective Date: January 25, 2023

Contract #: 012-23010627-CV

Documentation Status: **Abbreviated** **Comprehensive**

Program Authorization by:

Auditor Controller Authorization by:

Print Name: Julia Bidwell

Print Name: Eric Takanishi

Signed by: _____

Signed by: _____

Date:

Date:

Two signatures are required to implement the form.

- Distribution:
 Contractor
 Auditor Controller
 Contract File
 Program File

**Certification for
a Drug-Free Workplace**

U.S. Department of Housing
and Urban Development

City of Laguna Woods Contract # 012-23010627-CV

Applicant Name

CDBG – Public Facilities and Improvements, Housing Rehabilitation, Public Services

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. . Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here **O** if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual Planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify:</p> <p>nature: _____</p> <p>value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>_____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name

Title

Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

This page is intentionally blank.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND APPROPRIATIONS TO REFLECT THE PLANNED EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) FUNDS FOR THE “AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT: PHASE 6”

WHEREAS, the Fiscal Years 2021-23 Budget (“Budget”) was adopted by the City Council on June 23, 2021; and

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

WHEREAS, the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6 is included in the Fiscal Years 2021-32 Capital Improvement Program; and

WHEREAS, the City was previously awarded \$150,000 in Community Development Block Grant (“CDBG”) funds for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6, under County of Orange County # 22-23-0029-PFI; and

WHEREAS, subsequent to the adoption of the Budget, the City was notified of the availability of \$200,000 in Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (“CDBG-CV”) funds for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6; and

WHEREAS, the City Council has approved an agreement with the County of Orange to provide for the receipt of \$200,000 in CDBG-CV funds for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6; and

WHEREAS, it is necessary to increase Fiscal Year 2022-23 appropriations for the Community Development Block Grant Fund by \$200,000 to expend the CDBG-CV funds for the Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6; and

WHEREAS, in accordance with the agreement with the County of Orange to provide for the receipt of the CDBG-CV funds, and as authorized by City Administrative Policy 2.9 (Section 2.9.04(7)), expenditures will be made in advance of receiving the offsetting CDBG-CV revenue; and

WHEREAS, with the proposed Budget amendment, the total Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6 budget would be \$350,000 (Community Development Block Grant Fund).

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

SECTION 1. Section 2 of Resolution No. 21-20, as previously amended by resolution nos. 21-32, 21-36, 21-39, 22-02, 22-27, 22-34, 22-43, 22-45, and 22-52, is hereby amended, in its entirety, to read as follows:

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

Fiscal Year 2021-22

	<i>Fiscal Year 2021-22 Adopted Budget</i>	<i>Fiscal Year 2021-22 Carryover Appropriations</i>	<i>Fiscal Year 2021-22 Budget Amendments</i>	<i>Fiscal Year 2021-22 Amended Budget</i>
General Fund	\$6,432,593 (includes transfers to Capital Projects Fund of \$301,296)	-	\$58,240 ^{C,D,E}	\$6,490,833 (includes transfers to Capital Projects Fund of \$301,296)
Capital Projects Fund	\$301,296	\$382,583	\$0 ^{C,D}	\$683,879
Fuel Tax	\$375,514	-	\$5,632 ^B	\$381,146
Road Maintenance & Rehabilitation Program	\$270,600	-	-	\$270,600
Measure M2 (OC Go)	\$240,850	\$31,641	-	\$272,491
Coastal Area Road Improvement and Traffic Signals (CARITS)	-	-	\$262,000 ^A	\$262,000
Service Authority for	-	-	-	-

ITEM 7.2 – Attachment B

Abandoned Vehicles				
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	-	-	-	-
PEG/Cable Television	-	-	-	-
Senior Mobility	\$119,000	-	-	\$119,000
Community Development Block Grant (CDBG)	\$350,000	-	-	\$350,000
Federal Grants	\$1,895,829	-	-	\$1,895,829
State of California Grants	\$16,000	\$636,821	\$7,418 ^F	\$660,239
Laguna Woods Civic Support Fund	\$24,408	-	-	\$24,408
TOTAL	\$9,882,894	\$1,051,045	\$333,290	\$11,267,229

^A Fund Budget Adjustment CC-21/22-1: Coastal Area Road Improvement & Traffic Signals (CARITS) Fund, +\$262,000 (R 21-32). Fund closure authorized.

^B Fund Budget Adjustment CC-21/22-2: Fuel Tax Fund, +\$5,632 (R 21-36).

^C Fund Budget Adjustment CC-21/22-3: Woods End Project, +\$8,897 (R 21-39).

^D Fund Budget Adjustment CC-21/22-4: Woods End Project, -8,897 (R 22-02).

^E Fund Budget Adjustment CC-21/22-5: Cannabis Business Tax Measure, +58,240 (R 22-27).

^F Fund Budget Adjustment CC-21/22-6: City Hall/Public Library Project Interest, +7,418 (R 22-45).

Fiscal Year 2022-23

	<i>Fiscal Year 2022-23 Adopted Budget</i>	<i>Fiscal Year 2022-23 Carryover Appropriations</i>	<i>Fiscal Year 2022-23 Budget Amendments</i>	<i>Fiscal Year 2022-23 Amended Budget</i>
General Fund	\$6,633,681 (includes transfers to Capital Projects Fund of \$265,591)	\$67,617	\$21,404 ^{B, E}	\$6,722,702 (includes transfers to Capital Projects Fund of \$277,012)
Capital Projects Fund	\$265,591	\$519,836	\$11,421 ^B	\$796,848
Fuel Tax	\$361,360	\$2,780	-	\$364,140
Road Maintenance & Rehabilitation Program	\$309,800	-	\$24,443 ^C	\$334,243
Measure M2 (OC Go)	\$251,366	\$27,468	-	\$278,834
Coastal Area Road Improvement and Traffic Signals (CARITS)	-	-	-	-
Service Authority for Abandoned Vehicles	-	-	-	-
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	\$92,500	-	-	\$92,500
PEG/Cable Television	-	-	-	-
Senior Mobility	\$131,000	-	-	\$131,000
Community Development Block Grant (CDBG)	\$150,000	-	\$200,000 ^F	\$350,000
Federal Grants	\$1,895,828	\$1,220,697	-	\$3,116,525

ITEM 7.2 – Attachment B

State of California Grants	\$193,952	\$60,044	\$33,725 ^{A,D}	\$287,721
Miscellaneous Special Revenue	-	-	-	-
Laguna Woods Civic Support Fund	\$24,408	-	-	\$24,408
TOTAL (net transfers to Capital Projects Fund)	\$10,201,995	\$1,898,442	\$279,572	\$12,380,009

^A Fund Budget Adjustment CC-22/23-1: Woods End Project, +\$10,096 (R 22-02).

^B Fund Budget Adjustment CC-22/23-2: Woods End Project, +\$11,421 (R 22-02).

^C Fund Budget Adjustment CC-22/23-3: Pavement Project, +\$24,443 (R 22-34).

^D Fund Budget Adjustment CC-22/23-4: SB 1383 Grant Program, +\$23,629 (R 22-43).

^E Fund Budget Adjustment CC-22/23-5: Building Permitting Records Digitization, +\$9,983 (R 22-52).

^F Fund Budget Adjustment CC-22/23-6: ADA Project: Phase 6, +\$200,000 (R 22-XX).

Carryover Appropriations

The budget appropriations authorized by this section reflect the Fiscal Years 2021-23 adopted budgets, plus authorized budget adjustments approved between July 1, 2021 and the date of this amendment. The budget appropriations authorized by this section also include carryovers of approved, but unspent, budget appropriations from prior fiscal years. Such carryovers were approved by the City Council with the adoption of the current budget and/or pursuant to Administrative Policy 2.9.

SECTION 2. The 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 special 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

This page is intentionally blank.

7.3

**LEAGUE OF CALIFORNIA CITIES' NEW
MAYORS AND COUNCIL MEMBERS
ACADEMY**

(AGENDIZED BY COUNCILMEMBER HORNE)

(NO REPORT)