



**REGULAR MEETING
GOLDEN RAIN FOUNDATION LANDSCAPE COMMITTEE***

**Wednesday, May 8, 2024 – 1:30 p.m.
BOARD ROOM/VIRTUAL MEETING
Laguna Woods Village
24351 El Toro Road, Laguna Woods, CA**

Laguna Woods Village owners/residents are welcome to participate in all open committee meetings and submit comments or questions for virtual meetings using one of three options:

- 1. Join the meeting in person in the Community Center Board Room.*
- 2. Join the meeting via Zoom at <https://zoom.us/j/99225095454>. Please “Raise Your Hand” during the agenda item you want to speak to. If you have an item NOT on the agenda, please “Raise Your Hand” during the Member Comments agenda item.*
- 3. Email meeting@vmsinc.org any time before or during the meeting. Please use the name GRF Landscape Committee in the subject line of the email. Your name and unit number must be included.*

NOTICE AND AGENDA
This Meeting May Be Recorded

1. Call to Order
2. Acknowledgment of Media
3. Approval of the Agenda
4. Approval of Meeting Report for February 14, 2024
5. Chair Remarks
6. Department Head Update
 - a. Charging Station Update
 - b. West Creek Update
7. Member Comments (Items Not on the Agenda)
8. Response to Member Comments

Items for Discussion and Consideration

9. Gate Design Schedule
10. Mulch Agreement

Golden Rain Foundation
Landscape Committee
May 8, 2024

Concluding Business:

11. Committee Member Comments

12. Date of Next Meeting – Wednesday, August 14, 2024 at 1:30 p.m.

13. *Recess:* At this time, the meeting will recess for a short break and reconvene to Closed Session to discuss contractual matters.

*A quorum of the GRF Board, or more, may also be present at the meeting.

Cush Bhada, Chair
Kurt Wiemann, Staff Officer
Megan Feliz, Landscape Administrative Assistant
Telephone: 949-268-2565



OPEN MEETING

**REGULAR MEETING OF THE GOLDEN RAIN FOUNDATION
LANDSCAPE COMMITTEE
WEDNESDAY, February 14, 2023 – 2:00 P.M.
BOARD ROOM / VIRTUAL MEETING
Laguna Woods Village Community Center
24351 El Toro Road**

REPORT

COMMITTEE MEMBERS PRESENT: Chair – Juanita Skillman, Ira Lewis, S.K. Park, Sue Quam, Glenn Miller, Anthony Liberatore, Yvonne Horton

COMMITTEE MEMBERS ABSENT: Cush Bhada

OTHERS PRESENT:

ADVISORS PRESENT: Donna Rane-Szostak

STAFF PRESENT: Kurt Wiemann, Megan Feliz

1. Call Meeting to Order

Chair Skillman called the meeting to order at 2 p.m.

2. Acknowledgment of Media

No formal press was present.

3. Approval of the Agenda

Director Lewis made the motion to approve the agenda. Director Park seconded the motion. The agenda was approved without objections.

4. Approval of the Meeting Report for November 8, 2023

Director Park made the motion to approve the agenda. Director Lewis seconded the motion. The report was approved without objections.

5. Chair Remarks

Chair Skillman stated that Chair Bhada is still out of town, and she will be chairing this meeting. Director Skillman shared information about AB 1572 and the spotlight article in the El Toro Water District Newsletter Laguna Woods Village received.

6. Department Head Update

Mr. Wiemann provided an update on the completion of the Monkey Puzzle Tree trimming project. While the crews were in the area working they removed some dead wood off the 200-year-old Sycamore tree.

6a. Charging Station Update

An update was provided letting everyone know the project is moving along, albeit slowly. They are currently waiting on the plans to be approved with the city. The landscape department have been testing the batteries life in the field.

6b. Sprinkler Update

Mr. Wiemann notified everyone the new irrigation system is fully functional, and they are working with ETWD on the final rebates.

6c. Clubhouse 1

Clubhouse 1 is going under renovation starting in March. Mr. Wiemann informed the committee that all landscape was removed from the area. This was done so the plants do not get trampled and ruined. The area will be gated in, so there is no way to tend to the plants during the construction. Once, the renovations are complete the staff will come in and renovate the landscaping.

Items for Discussion and Consideration

7. Aliso Creek Update

Mr. Wiemann gave an informative update on the Aliso Creek clean up. They removed some willows and cattails that were impeding the flow of the creek. He informed the committee they are estimating only needing to perform a major cleanup in the creek three times each year, due to the diligent work that has been done recently.

8. Member Comments (Items Not on the Agenda)

One member voiced concern about the horse trails and the need for plant replacement along them.

9. Response to Members Comments

Mr. Wiemann responded to the member comment.

Concluding Business:

10. Committee Member Comments

Several comments were made.

11. Date of Next Meeting – Wednesday, May 8, 2024 at 1:30 p.m.

12. Adjourned at 2:20 p.m.

Juanita Skillman, Chair

Cush Bhada, Chair
Kurt Wiemann, Staff Officer
Telephone: 949-268-2565

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STAFF REPORT

DATE: May 8, 2024
FOR: Landscape Committee
SUBJECT: Mulch Procurement Agreement between Golden Rain Foundation and the City of Laguna Woods

RECOMMENDATION

Approve an amendment to the agreement between Golden Rain Foundation (GRF) and the City of Laguna Woods for the sale of mulch in connection with SB 1383.

BACKGROUND

California Senate Bill 1383, which was chaptered into law on June 28, 2021, and effective January 1, 2022, is a crucial step in our collective efforts to combat climate change and improve public health. The bill aims to reduce carbon emissions, hydrofluorocarbon gas, and methane.

SB 1383 also imposes an obligation upon all cities and counties to procure recovered organic waste products based on specific procurement targets and to comply with related requirements set forth outlined in state law, including 14 CCR, Div. 7, Ch. 12, Article 12, commencing with §18993.1.

On January 3, 2023, GRF entered into an agreement with the City of Laguna Woods to purchase 1,000 tons of mulch each year for five years, beginning in 2023. The City pays \$9.90 per ton of mulch. The City does not take possession of the mulch but subsequently donates it to GRF for use within the Village. Staff provides documentation to the City annually certifying that the mulch meets State standards, provides test results, and provides the locations where the mulch has been distributed.

DISCUSSION

The City of Laguna Woods is proposing to amend the agreement to increase the tonnage by 100 tons annually, bringing the total to 1,100 tons of mulch per year from GRF. They also want to amend the agreement to run until December 31, 2031.

The City of Laguna Woods; in recognition of the importance of meeting the organic waste procurement requirement, proposed an agreement with GRF. This agreement would allow the City to purchase 1,000 tons of mulch from GRF annually, demonstrating their commitment to this partnership. According to the proposed agreement, the City would never take possession of the mulch and would donate it back to GRF at no cost.

FINANCIAL ANALYSIS

This agreement would generate \$10,890 in total revenue annually through 2031 at no cost to GRF.


Prepared By: Megan Feliz, Landscape Administrative Assistant

Reviewed By: Kurt Wiemann, Director of Field Operations

ATTACHMENT(S)

Attachment 1: Agreement Between the City of Laguna Woods and the Golden Rain Foundation of Laguna Woods for Procurement of Mulch in Connection with SB 1383
Attachment 2: Resolution 90-24-XX
Attachment 3: Amended Agreement

AGREEMENT BETWEEN THE
CITY OF LAGUNA WOODS
AND THE
GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
FOR PROCUREMENT OF MULCH IN CONNECTION
WITH CALIFORNIA SENATE BILL 1383

 This agreement (the "Agreement") is made and entered into as of 3 day of January, 2022 (the "Effective Date"), between the City of Laguna Woods ("City") and the Golden Rain Foundation of Laguna Woods ("GRF").

R E C I T A L S

A. In 2016, California Senate Bill 1383 was chaptered into law. California Senate Bill 1383 aims to reduce methane, hydrofluorocarbon gas, and anthropogenic black carbon emissions in a statewide effort to combat climate change and improve public health. Central to the reduction of landfill disposal-related methane emissions are targets to reduce organic waste disposal by 75% and recover 20% of edible food waste by 2025.

B. California Senate Bill 1383 authorized the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt implementing regulations, which are now codified in 14 California Code of Regulations ("CCR"), Division 7, Chapter 12 (California Senate Bill 1383 and its implementing regulations are referred to herein collectively as "SB 1383").

C. Amongst other things, SB 1383 imposes an obligation upon all cities and counties to procure recovered organic waste products based on certain procurement targets, and to comply with related requirements set forth in state law, including 14 CCR, Div. 7, Ch. 12, Article 12, commencing with § 18993.1.

D. GRF owns and operates a facility ("GRF Facility") that produces mulch which meets the definition of "mulch" and qualifies as a recovered organic waste product as set forth in SB 1383, and specifically the definition set forth in 14 CCR § 18993.1(f)(4).

E. City is authorized to meet its SB 1383 procurement obligations by purchasing recovered organic waste products, such as mulch produced at the GRF Facility, and then either using it or giving it away.

F. Mulch produced at the GRF Facility is used in landscaping within the residential community of Laguna Woods Village, Laguna Woods, California.

G. The parties agree, by entering into this Agreement, that City will purchase mulch from GRF, and thereafter donate it back to GRF at no cost for use in landscaping within the residential community of Laguna Woods Village, Laguna Woods, California, unless otherwise authorized, based on prices and other terms as more fully set forth herein.

H. The parties find, in approving this Agreement, that City's purchase of mulch as contemplated herein (a) provides a benefit to City by assisting with City's procurement obligations under SB 1383; (b) provides a benefit to GRF (and, by extension, the members of Laguna Woods Village who pay assessments to GRF) by financially assisting with operation of the GRF Facility;

and (c) provides environmental benefits by ensuring that mulch produced within the City's jurisdiction is used locally, with common benefits of such use including enhanced soil quality.

A G R E E M E N T

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase of Mulch. City agrees to purchase 1,000 tons per year of mulch from GRF in each of the following calendar years: 2023, 2024, 2025, and 2026.

2. Purchase Price; Price Formula. City shall pay a price of \$9.90 per ton for each ton of mulch it purchases from GRF between the Effective Date and December 31, 2026, with the payment due to GRF in the amount of \$9,900 no later than August 31 annually. This price was established using the price of \$3.17 per cubic yard, which reflects GRF's cost to produce mulch at the GRF Facility as of the Effective Date, taking into account the hourly rate it pays persons who operate the GRF Facility, the time they spend, and fuel (the "Price Formula.").

3. Donation of Mulch to GRF. City will never take possession of the mulch it purchases hereunder, and rather shall donate it to GRF at no cost. GRF agrees to accept the donation of mulch from City, and to use all mulch purchased by City and subsequently donated to it, within the residential community of Laguna Woods Village, Laguna Woods, California, by applying to landscaping, or for other purposes that meet the requirements of 14 CCR § 18993.1 and § 18993.2. GRF may request the ability to use mulch donated to it by City in locations other than within the residential community of Laguna Woods Village, Laguna Woods, California, or to donate the mulch to other persons or entities at no cost, but shall not do so without City's written permission, which shall only be granted if accompanied by reasonable assurances the mulch will be used in a manner that enables City to comply with its procurement obligations under SB 1383. Under no circumstances may GRF sell mulch donated to it by City to any person or entity.

4. Usage Records. GRF shall keep records of how the mulch donated to it by City is used and where the mulch was applied if applied outside of the residential community of Laguna Woods Village, Laguna Woods, California (when mulch is only used within the residential community of Laguna Woods Village, Laguna Woods, California, GRF shall provide a signed letter attesting to the same with a general description of the manner in which it was used, e.g., landscaping within common areas, etc.), and provide such records to City at such times as may be reasonably requested by City in connection with its efforts to comply with reporting requirements of SB 1383, but no less than annually, on or before December 31 of each year.

5. Right of First Refusal. Between January 1, 2027 and December 31, 2031, City shall have a right of first refusal to purchase up to the first 1,100 tons of mulch GRF produces at the GRF Facility, at a price to be established on January 1 of each applicable year using the Price Formula as of January 1, 2026, and subject to the same terms and conditions set forth herein (including that City will never take possession of the mulch it purchases, and rather shall donate it to GRF at no cost). GRF shall notify City of the price no later than March 31, 2026 and City shall notify GRF of its intent with regard to the right of first refusal no later than July 31, 2026.

6. Mulch Quality. City shall only be obligated to purchase mulch hereunder from GRF if it meets the definition of "mulch" as set forth in 14 CCR § 18993.1(f)(4); and, GRF

warrants and guarantees that all mulch sold to City will meet such definition including, without limitation, meeting or exceeding the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in Section 17852(a)(24.5)(A)1, through 3, of 14 CCR Division 7. GRF shall provide a signed letter to City warranting and guaranteeing that the mulch to be purchased by the City meets such definition no later than May 1 annually.

7. Termination. Either party shall have the right to terminate this Agreement at any time, with or without cause, in its sole discretion, by giving written notice to the other party. In the event of termination effective prior to each August 31, City shall not be liable for the payments described in Section 2 of this Agreement for the then-current and future calendar years, and, if such payments have already been made, GRF shall refund those payments in-full within 30 days of the effective date of termination. In the event notice of termination is provided between any September 1 and December 31, the terminating party, in its sole discretion, shall provide notice to the other party of whether the termination is: (1) effective at the end of the calendar year, or (2) effective immediately, in which situation GRF shall refund the City's payments in-full for the calendar years affected by the termination within 30 days of the effective date of termination.

8. Force Majeure. Neither party shall be in default under this Agreement in the event that its inability to perform is a result of: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond their reasonable control.

9. Law to Govern; Venue. The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange and venue in federal trial courts shall lie exclusively in the District of California in which City is located.

10. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

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

To GRF: Golden Rain Foundation of Laguna Woods
Attn: President
24351 El Toro Road
Laguna Woods, CA 92637

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

11. Savings Clause. If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

12. Joint Drafting. This Agreement shall be interpreted as if it were drafted jointly by the parties to this Agreement.

13. Integrated Agreement. This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the parties, whether written or oral. The parties acknowledge this document has been executed with the consent and upon the advice of counsel. Each of the parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, expressed or implied, not contained in this Agreement, to induce the other party to execute this instrument.

14. Amendment. This Agreement may be modified or amended in writing, if the writing is signed by each party.

15. Section Headings. The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

16. Compliance with Law. In performing its obligations under this Agreement, including operation of the GRF Facility and use of donated mulch, GRF shall at all times comply with all applicable laws, including the laws and regulations of the United States, the State of California, and any federal, state, regional or local administrative and regulatory agencies.

17. Authority to Execute. The person or persons executing this Agreement on behalf of the respective parties represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind the respective parties to its obligations hereunder.

18. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which, when both parties hereto have signed this Agreement, shall be deemed an original. The counterparts of this Agreement may be executed and delivered by electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

19. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and no such third parties shall have any rights or obligations hereunder.


20. Waiver. The failure of City or GRF to insist upon strict performance of any of the terms, conditions, and/or covenants in this Agreement shall not be deemed a waiver of any right or remedy that City or GRF may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and GRF have caused this Agreement to be executed on their behalf by their respective officers or agents herein duly authorized.

“City”

CITY OF LAGUNA WOODS

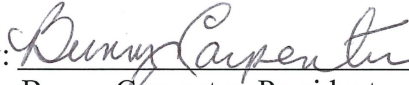
Dated: December 21, 2022 By: 
Carol Moore, Mayor

APPROVED AS TO FORM:

By: 
Alisha Patterson, City Attorney

“GRF”

Golden Rain Foundation of Laguna Woods

Dated: January 3, 2023 By: 
Bunny Carpenter, President

RESOLUTION 90-24-XX

**Amended Mulch Procurement Agreement between Golden Rain
Foundation and the City of Laguna Woods**

WHEREAS, Senate Bill 1383, effective January 1, 2022, imposes an obligation upon all municipalities to comply with related requirements outlined in state law by procuring recovered organic waste products; and

WHEREAS, to meet these requirements, GRF and the City of Laguna Woods entered into an agreement on January 3, 2023, for the sale of 1,000 tons of mulch at a cost of \$9.90 per ton annually for years 2023, 2024, 2025, and 2026; and

WHEREAS, the City of Laguna Woods has determined a need to purchase an additional 100 tons of mulch annually from GRF and extend the agreement through December 31, 2031. The proposed price is at the cost incurred by GRF to produce the mulch, determined to be \$9.90 per ton. The City does not intend to take possession of the mulch and will donate the purchased mulch back to GRF; and

WHEREAS, the proposed amended five-year agreement, beginning in 2023, and continuing through 2031, is for the amount of \$9,900 annually;

NOW THEREFORE BE IT RESOLVED, [Date], the Board of Directors approves the proposed agreement between GRF and the City of Laguna Woods for the sale of mulch in connection with SB 1383; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out this resolution.