

AGENDA
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
5000 CLARK AVENUE
LAKEWOOD, CALIFORNIA

June 10, 2025

ADJOURNED MEETING:
Budget Study Session

6:00 p.m.
EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Reverend Dr. Candace Kelly, Acts Community Bible Church

PLEDGE OF ALLEGIANCE:

ROLL CALL: Mayor Todd Rogers
Vice Mayor Cassandra Chase
Council Member David Arellano
Council Member Steve Croft
Council Member Jeff Wood

ANNOUNCEMENTS AND PRESENTATIONS:

PUBLIC COMMENT ON ITEMS IN THE AGENDA

ROUTINE ITEMS:

All items listed within this section of the agenda are considered to be routine and will be enacted by one motion without separate discussion. Any Member of Council may request an item be removed for individual discussion or further explanation. All items removed shall be considered immediately following action on the remaining items.

RI-1 PERSONNEL TRANSACTIONS - It is recommended City Council approve report of personnel transactions.

RI-2 REGISTERS OF DEMANDS - It is recommended City Council approve registers of demands.

RI-3 PERMITS FOR STREET CLOSURES FOR JULY 4TH BLOCK PARTIES - It is recommended City Council approve permits be issued to responsible applicants authorizing temporary closure at 32 requested locations on Friday, July 4, 2025.

RI-4 RESOLUTION NO. 2025-18; ESTABLISHING DISABLED PERSON DESIGNATED PARKING ON THE SOUTH SIDE THE SOUTH SERVICE ROAD OF DEL AMO BOULEVARD WITHIN THE CITY OF LAKEWOOD - It is recommended City Council adopt proposed resolution.

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ROUTINE ITEMS: - Continued

- RI-5 NOTICE OF COMPLETION FOR PUBLIC WORKS PROJECT NO. 2025-3, FY24-25 CDBG ADA RAMP REPLACEMENTS - It is recommended that the City Council accept the work by CJ Concrete in the amount of \$180,000 and authorize the City Clerk to file the Notice of Completion for the project.
- RI-6 NOTICE OF COMPLETION FOR PUBLIC WORKS PROJECT NO. 2023-2, CIVIC CENTER COUNTER IMPROVEMENTS AT COMMUNITY DEVELOPMENT/PUBLIC WORKS - It is recommended that the City Council adopt the plans, specifications, and working details as-built for the subject project and accept the work by Empire Design & Build in the amount of \$1,872,177.32 and authorize the City Clerk to file the Notice of Completion for the project.
- RI-7 RESOLUTION NO. 2025-19; ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 - It is recommended City Council adopt proposed resolution.
- RI-8 RESOLUTION NO. 2025-20; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD TO AMEND THE LAKEWOOD PARKING VIOLATION BAIL SCHEDULE TO INCLUDE A PARKING PENALTY FOR VIOLATIONS OF CALIFORNIA VEHICLE CODE SECTION 22500(n)(1)(A) - "DAYLIGHTING" REGULATION - It is recommended City Council adopt proposed resolution.
- RI-9 RESOLUTION NO. 2025-21; APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE CITY OF LAKEWOOD'S BLOOMFIELD PARK IMPROVEMENT PROJECT - It is recommended City Council adopt proposed resolution.
- RI-10 MEMORANDA OF UNDERSTANDING FOR PROPOSITION A DISCRETIONARY GRANT PROGRAM FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEARS 2021 AND 2022 - It is recommended City Council approve and authorize the mayor sign the Memoranda of Understanding for Proposition A Discretionary Grant Program for Collecting and Reporting Data for the National Transit Database for Report Years 2021 and 2022, so as to continue to collect and report National Transit Database statistics and receive approved transit allocation funds in return in the amount of \$53,420 and \$36,602 for reporting years 2021 and 2022, respectively.

PUBLIC HEARINGS:

- 1.1 AMENDMENT FOR REFUSE COLLECTION AND RECYCLING SERVICES WITH EDCO WASTE SERVICES AND RESIDENTIAL REFUSE RATE ADJUSTMENT, RESOLUTION NO. 2025-22 – It is recommended City Council approve the 2025 Amendment to the 2009 Agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the amendment in a form approved by the City Attorney; and hold a public hearing and adopt the proposed resolution.
- 1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26
- a. Presentation of Report by City Manager
 - b. Memorandum from City Attorney
 - c. RESOLUTION NO. 2025-23; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2025 - It is recommended City Council adopt proposed resolution.

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PUBLIC HEARINGS: - Continued

1. 2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

d. RESOLUTION NO. 2025-24; DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO LIMITATION OF THE CITY OF LAKEWOOD FOR FISCAL YEAR 2025-2026 - It is recommended City Council adopt proposed resolution.

e. RESOLUTION NO. 2025-25; AMENDING THE BUDGET AND APPROPRIATING REVENUE FOR THE FISCAL YEAR 2025-2026 - It is recommended City Council adopt proposed resolution.

1) RESOLUTION NO. 2025-26; AMENDING RESOLUTION NO. 1862 PERTAINING TO RULES AND PROCEDURES FOR PROCEEDINGS OF THE CITY COUNCIL, AND FOR ITS OFFICERS AND EMPLOYEES

2) RESOLUTION NO. 2025-27, ADDING JOB CLASSIFICATIONS IN ATTACHMENT B OF RESOLUTION NO 2024-25 – It is recommended City Council adopt proposed resolution.

3) RESOLUTION NO. 2025-28; ESTABLISHING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR CITY OFFICERS AND EMPLOYEES - It is recommended City Council adopt proposed resolution.

4) AGREEMENT FOR A COMMUNITY RECREATION PROGRAM WITH THE ABC UNIFIED SCHOOL DISTRICT – It is recommended City Council approve Agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for the period of July 1, 2025 to June 30, 2030. and residents for period of July 1, 2025, to June 30, 2030.

5) RESOLUTION NO. 2025-29; RENEWING AN AGREEMENT BETWEEN THE CITY AND COMMUNITY FAMILY GUIDANCE CENTER - It is recommended City Council adopt proposed resolution which authorizes the Mayor to execute the agreement between the City of Lakewood and Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2025 to June 30, 2026, and provide CDBG funds in an amount not to exceed \$11,000.

6) RESOLUTION NO. 2025-30; RENEWING AN AGREEMENT BETWEEN THE CITY AND HUMAN SERVICES ASSOCIATION (HSA) - It is recommended City Council adopt proposed resolution which authorizes the Mayor to execute the agreement between the City of Lakewood and Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2025 to June 30, 2026 and provide CDBG funds in an amount not to exceed \$12,000.

7) RESOLUTION NO. 2025-31; RENEWING AN AGREEMENT BETWEEN THE CITY AND LAKEWOOD MEALS ON WHEELS - It is recommended City Council adopt proposed resolution which authorizes the Mayor to execute the Agreement between the City of Lakewood and Meals on Wheels of Long Beach to direct CDBG funds in the amount of \$11,000 for the purpose of providing home delivery of nutritional meals to elderly, handicapped and convalescing residents of Lakewood and payments made for travel to volunteers performing these services for the period of July 1, 2025 to June 30, 2026.

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PUBLIC HEARINGS: - Continued

1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

8) RESOLUTION NO. 2025-32; RENEWING AN AGREEMENT BETWEEN THE CITY AND PATHWAYS VOLUNTEER HOSPICE - It is recommended City Council adopt proposed resolution which authorizes Mayor to execute agreement between City of Lakewood and Pathways Volunteer Hospice to provide service to terminally ill and grieving residents of Lakewood for the period of July 1, 2025 to June 30, 2026 and provide CDBG funds in amount not to exceed \$8,000.

9) TELECOMMUNICATIONS SERVICES AGREEMENT WITH ABILITA LA - It is recommended City Council extend the telecommunications services agreement with Abilita LA for a period ending June 30, 2026, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment.

10) AMENDMENT TO AGREEMENT FOR PUBLICATION OF RECREATION AND COMMUNITY SERVICES CATALOG WITH ADVANTAGE MAILING, LLC - It is recommended City Council authorize Mayor to execute the First Amendment to Agreement for Publication of Recreation and Community Services Catalog with Advantage Mailing, LLC, for an additional one year period of July 1, 2025 to June 30, 2026, at a contract rate not to exceed \$53,757.

11) AGREEMENT WITH ALS GROUP U.S.A. FOR WATER QUALITY TESTING SERVICES - It is recommended City Council extend the existing agreement with ALS Group USA, Corp. for water quality testing to June 30, 2026, and authorize the Mayor to sign the agreement.

12) AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH ARDURRA GROUP INC. - It is recommended City Council approve the amendment to the consulting agreement with Ardurra Group Inc. for Engineering & Project Management Support Services, and authorize the Mayor to sign the amendment.

13) AGREEMENT FOR ENGINEERING SERVICES WITH ASSOCIATED SOILS ENGINEERING, INC. - It is recommended City Council extend the engineering services agreement with Associated Soils Engineering for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for geotechnical work, and authorize the Mayor to sign the amendment.

14) AGREEMENT WITH ATLANTIC AVIATION FOR FUEL SERVICES - It is recommended that the City Council approve an agreement with Atlantic Aviation for refueling the City's Sky Knight helicopters for a 3-year term commencing July 1, 2025, and authorize the Mayor to sign the agreement.

15) AMENDMENT TO AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE WITH BAKERSFIELD WELL & PUMP CO. - It is recommended City Council approve third amendment to agreement with Bakersfield Well & Pump Co. of Bakersfield, CA for on-call services for well and booster pump maintenance and authorize Mayor to sign agreement.

16) AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP FOR ANNUAL GIS SUPPORT SERVICES - Staff recommends City Council approve the amendment to the consulting agreement with Bucknam Infrastructure Group for GIS Support Services starting July 1, 2025, and authorize the Mayor to sign the amendment; authorize Lakewood's Annual GIS Support Services for an annual fee of \$50,000; authorize the use of Measure R in the amount of \$17,520; and authorize the use of Measure M in the amount of \$50,000.

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PUBLIC HEARINGS: - Continued

1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

17) AMENDMENT TO AGREEMENT FOR ON-CALL CONSULTING SERVICES WITH CANNON CORPORATION - It is recommended City Council approve amendment to Professional Services Agreement with Cannon Corporation on-call consulting services for a not-to-exceed amount of \$50,000 for FY 2025-2026 and \$75,000 for FY2026-2027; and authorize the Mayor to sign the agreement.

18) SERVICE AGREEMENT WITH CARE SOLACE, INC. - It is recommended City Council approve FY 25-26 agreement with Care Solace, Inc. until June 30, 2026, in amount of \$67,500.

19) RESOLUTION NO. 2025-33; AMENDING THE AGREEMENT WITH THE GREATER LAKEWOOD CHAMBER OF COMMERCE - It is recommended City Council adopt proposed resolution.

20) AGREEMENT FOR HARDSCAPE MAINTENANCE WITH CJ CONSTRUCTION - It is recommended City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize the Mayor to sign the amendment.

21) AGREEMENT WITH CRAFTWATER ENGINEERING - It is recommended City Council renew the on-call Engineering Services Agreement with Craftwater Engineering, Inc. for a one-year period ending June 30, 2026, and authorize the mayor to sign the amendment.

22) AGREEMENT FOR ON-CALL ARCHITECTURAL SERVICES WITH DAHLIN GROUP - It is recommended City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign the amendment.

23) AGREEMENT WITH DEKRA-LITE FOR CENTRE DECOR - It is recommended City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period ending June 30, 2026, in an amount not to exceed \$70,000 per year, and authorize the Mayor to sign the amendment.

24) MEMORANDUM OF UNDERSTANDING WITH DIAMOND ENVIRONMENTAL SERVICES - It is recommended City Council approve the renewal of the Memorandum of Understanding with Diamond Environmental Services for a three-year period beginning on July 1, 2025 and ending on June 30, 2028, as a tool to expedite the procurement of emergency restrooms and sinks.

25) AMENDMENT TO AGREEMENT WITH DIVE/CORR, INC. FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE – It is recommended City Council approve amendment to agreement with Dive/Corr, Inc. for not-to-exceed amount of \$25,000 for FY 2025-2026 and \$25,000 in FY 2026-2027 for water storage facility inspection and maintenance and authorize Mayor to sign agreement.

26) AMENDMENT TO AGREEMENT WITH DOTY BROS CONSTRUCTION FOR ON-CALL EMERGENCY UTILITY REPAIRS – It is recommended City Council approve amendment to professional services agreement with Doty Bros. Construction for not-to-exceed amount of \$60,000 for FY 2025 2026 and \$60,000 in FY 2026-2027 and authorize Mayor to sign amendment to the corresponding agreement.

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PUBLIC HEARINGS: - Continued

1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

27) AGREEMENT FOR YOUTH TRANSPORTATION SERVICES WITH DURHAM SCHOOL SERVICES - It is recommended City Council authorize the Mayor to execute the Agreement for Durham School Services, L.P. to provide charter bus transportation to the city. The agreement is to commence on July 1, 2025 and terminate on June 30, 2026, at a contracted rate not to exceed \$48,000 annually.

28) AMENDING THE RATE FOR BIN AND SPECIAL REFUSE SERVICES - It is recommended City Council approve the proposed amendment, which adjusts the maximum amounts that may be charged by the contractor for special bin services for FY 2025-2026.

29) AGREEMENT FOR ON-CALL ELECTRICAL ENGINEERING SERVICES WITH FBA ENGINEERING - It is recommended City Council renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2025-2026 and authorize the Mayor to sign the agreement.

30) AGREEMENT WITH FLEX PAINTING – FIX-UP PAINT-UP PROGRAM – It is recommended City Council approve contract and scope of services to provide \$50,000 budgeted for painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Flex Painting from July 1, 2025 through June 30, 2026.

31) AGREEMENT FOR STORM WATER SERVICES WITH G2 CONSTRUCTION, INC. - It is recommended City amend the storm water services agreement with G2 Construction, Inc. for period ending June 30, 2026, and authorize the Mayor to sign the amendment.

32) AMENDMENT TO AGREEMENT WITH GREENE BACKFLOW FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES – It is recommended City Council approve amendment to agreement with Greene Backflow for not-to-exceed amount of \$20,000 for FY 2025-2026 \$20,000 for FY 2026-2027 for backflow testing services; and authorize Mayor to sign amendment to corresponding agreement.

33) AMENDMENT TO AGREEMENT WITH CITY OF HAWAIIAN GARDENS FOR HELICOPTER PATROL SERVICES - It is recommended City Council approve the second amendment to the agreement with the City of Hawaiian Gardens extending the term for air support services one additional year and authorize the Mayor to sign the agreement.

34) AGREEMENT WITH HOMELESS LIAISON, LLC FOR HOMELESS SERVICES LIAISON - It is recommended City Council approve an agreement with Adriana Lopez to serve as the Homeless Services Liaison for the term of July 1, 2025 through June 30, 2026 and authorize the Mayor to sign the agreement.

35) AGREEMENT WITH HOUSING RIGHTS CENTER – It is recommended City Council approve contract and scope of services with Housing Rights Center for fair housing consulting services through June 30, 2026, and authorize the contract amount not to exceed \$26,000 for the year.

36) AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH JMG SECURITY SYSTEMS INC. - It is recommended City Council extend agreement with JMG Security Systems Inc. for an additional one-year term ending June 30, 2026.

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PUBLIC HEARINGS: - Continued

1. 2. CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

37) AGREEMENT FOR STORM WATER SERVICES WITH JOHN L. HUNTER & ASSOCIATES - It is recommended City Council amend the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2026, in a not-to-exceed budgeted amount for storm water consultant services and authorize the Mayor to sign the amendment.

38) AGREEMENT WITH KILEY AND ASSOCIATES FOR FEDERAL GOVERNMENTAL RELATIONS SERVICES - It is recommended City Council authorize City Manager or designee to enter agreement with Kiley and Associates for FY 2025-26 in amount of \$45,000.

39) AGREEMENT FOR MEDIAN LANDSCAPE MAINTENANCE AND MOWING SERVICES OF CITY FACILITIES WITH LANDCARE - It is recommended City Council authorize the Mayor to execute the agreement with LandCare, to commence on July 1, 2025 and terminate on June 30, 2026, at a contracted price not to exceed \$111,756 annually.

40) AGREEMENT FOR ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LIFTECH ELEVATOR SERVICES, INC. - It is recommended City Council amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2026, in an amount not-to-exceed \$20,000 per year, and authorize the Mayor to sign the amendment.

41) AGREEMENTS FOR LONG BEACH TRANSIT FIXED ROUTE SUBSIDY AND DIAL-A-LIFT SERVICES - It is recommended City Council authorize the Mayor to sign the reimbursement agreements with Long Beach Transit, for both Fixed Route bus services and Dial-A-Lift services.

42) AMENDMENT TO AGREEMENT WITH LOS ANGELES COUNTY FOR COMMUNITY PROSECUTOR PROGRAM - It is recommended the City Council approve an agreement amendment with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program, and authorize the Mayor to sign the agreement.

43) AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES WITH LSA ASSOCIATES, INC. - It is recommended City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for transportation planning and authorize the Mayor to sign the amendment.

44) AGREEMENT WITH MACERICH LAKEWOOD LP FOR LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - It is recommended City Council approve the agreement with Macerich Lakewood LP for funding one deputy sheriff from July 1, 2025 through June 30, 2026, and authorize the Mayor to sign the agreement.

45) AGREEMENT WITH MACERICH LAKEWOOD LP FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - It is recommended City Council approve the agreement with Macerich Lakewood LP for Supplemental Law Enforcement Services through the Public Safety Department commencing July 1, 2025 through June 30, 2026, and authorize the Mayor to sign the agreement.

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PUBLIC HEARINGS: - Continued

1. 2. CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

46) AMENDMENT TO AGREEMENT WITH MACRO AUTOMATICS FOR SCADA SYSTEM MAINTENANCE - It is recommended City Council approve the amendment to professional services agreement with Macro Automatics Corporation for not-to-exceed amount of \$60,000 for FY 2025-2026 and \$60,000 for FY 2026-2027; and authorize Mayor to sign agreement.

47) VENDOR AGREEMENT WITH MEALS ON WHEELS OF LONG BEACH - It is recommended City Council approve the Vendor Agreement with Meals on Wheels of Long Beach to conduct their home meal delivery program from the Burns Community Center for the period of n July 1, 2025, to June 30, 2027.

48) PROFESSIONAL SERVICE AGREEMENT WITH MICHAEL RANESES ADMINISTRATIVE HEARINGS - It is recommended City Council approve professional service agreement with Michael Ranese for administrative hearing officer services.

49) AGREEMENT FOR ENGINEERING AND TRAFFIC SURVEY SERVICES WITH NEWPORT TRAFFIC STUDIES - It is recommended City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2026, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment.

50) AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH NICHOLLS CONSULTING - It is recommended City Council amend the environmental services agreement with Nicholls Consulting for a period ending June 30, 2026 and authorize the Mayor to sign the amendment.

51) AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MAINTENANCE OF STORMWATER CAPTURE FACILITIES - It is recommended City Council approve third amendment to the agreement with O.C. Vacuum Environmental Services for a not-to-exceed amount of \$80,000.00 for FY 2025-2026 and \$80,000.00 for FY 2026-2027; and authorize the Mayor to sign the agreement.

52) AGREEMENT FOR ON-CALL HAZARDOUS WASTE REMOVAL SERVICES WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. - It is recommended City renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2026, in an amount not to exceed \$135,000 per year, and authorize the Mayor to sign the amendment.

53) AMENDMENT TO AGREEMENT WITH OSCAR'S ELECTRIC, INC. FOR ON-CALL ELECTRICAL SERVICES - It is recommended City Council approve amendment to professional services agreement with Oscar's Electric, Inc. for on-call electrical services for not-to-exceed amount of \$40,000 for FY 2025-2026 and \$40,000 for FY 2026-2027 and authorize Mayor to sign contract.

54) HEALTH AND SAFETY CONSULTING SERVICE AGREEMENT WITH PACIFIC EH&S SERVICE, INC. - It is recommended City Council authorize the Mayor to execute an Amendment to the Agreement for Health and Safety Consulting Services with Pacific EH&S Service, Inc.

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PUBLIC HEARINGS: - Continued

1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

55) AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH PCI - It is recommended City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for pavement striping and authorize the Mayor to sign the amendment.

56) CONSULTANT SERVICES AGREEMENT WITH PERMITECH SOLUTIONS - It is recommended City Council approve consultant services agreement with PermiTech Solutions for period ending June 30, 2026, and authorize Mayor to sign agreement.

57) AGREEMENT FOR ON-CALL MECHANICAL AND PLUMBING ENGINEERING SERVICES WITH POCOCK DESIGN SOLUTIONS INC. - It is recommended City Council renew consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for one-year period ending June 30, 2026, and authorize Mayor to sign amendment.

58) AGREEMENT WITH PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SERVICES - It is recommended the City Council amend sidewalk services agreement with Precision Concrete Cutting for a period of one year ending June 30, 2026, and authorize Mayor to sign the amendment.

59) REGIONAL GOVERNMENT SERVICES AUTHORITY FOR MANAGEMENT AND ADMINISTRATIVE SERVICES - It is recommended City Council approve amendment to consulting agreement with Regional Government Services Authority and authorize its execution by Mayor on behalf of City.

60) AMENDMENT TO AGREEMENT WITH SALVATION ARMY FOR BELL SHELTER - It is recommended City Council approve amendment to agreement with Salvation Army for dedicated crisis shelter beds at their Bell Shelter, for an additional year, July 1, 2025 - June 30, 2026, and adjusted nightly bed rate of \$89.00 and authorize the Mayor to sign agreement amendment.

61) AGREEMENT FOR ENVIRONMENTAL SERVICES WITH S.C.S. ENGINEERS - It is recommended City Council amend the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2026 and authorize the Mayor to sign the amendment.

62) AGREEMENT FOR STREET BANNER MARKETING PROGRAM WITH SIERRA INSTALLATIONS, INC. - It is recommended City Council extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2026, and authorize the Mayor to sign the renewal agreement.

63) AGREEMENT FOR FLOOR AND CARPET CLEANING SERVICES WITH SOLID SURFACE CARE – - It is recommended that the City Council execute agreement with Solid Surface Care, to commence on July 1, 2025 and terminate on June 30, 2026, with the option to extend the agreement in one year increments through June 30, 2027, at a contracted rate not to exceed the budgeted allocation of \$40,800 annually.

64) AMENDMENT TO AGREEMENT FOR CONSTRUCTION CONSULTANT SERVICES WITH SOMERS ENTERPRISES - It is recommended the City Council approve amendment to consulting agreement with Somers Enterprises for a one-year period ending June 30, 2026, in an amount not to exceed \$250,000, and authorize the Mayor to sign the agreement.

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PUBLIC HEARINGS: - Continued

1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

65) AMENDMENT OF THE ANIMAL CONTROL AGREEMENT WITH SEAACA - It is recommended City Council approve the amendment with SEAACA for animal control services for a period ending June 30, 2030, in an amount not to exceed \$896,186 per year, and authorize signature by the Mayor.

66) LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR USE OF CANDLEVERDE PARK - It is recommended City Council authorize Mayor to execute renewal of the Southern California Edison License Agreement for Candleverde Park for a five-year term to begin August 1, 2025, and terminate on July 31, 2030, at a rate of \$3,695.93 throughout the term.

67) AGREEMENT FOR HVAC AND REFRIGERATION MAINTENANCE AND REPAIR SERVICES WITH SOUTHLAND INDUSTRIES - It is recommended City Council approve amendment to the HVAC and Refrigeration maintenance service agreement with Southland Industries for a one-year period ending June 30, 2026, in an amount not to exceed \$250,000 per year, and authorize the Mayor to sign the agreement.

68) EXTENSION CONSULTING SERVICES FOR MAYFAIR WATER CAPTURE PROJECT BY TETRA TECH, INC. FOR - It is recommended City Council approve Amendment to extend Tetra Tech's contract to provide additional support services for the Mayfair Park Water Capture Project through June 30, 2026, and authorize the Mayor to sign the Amendment.

69) AGREEMENTS FOR BUILDING OFFICIAL AND BUILDING AND SAFETY SERVICES WITH TRB+ ASSOCIATES AND BUREAU VERITAS - It is recommended City Council approve the professional services agreements with TRB+ Associates and Bureau Veritas for a period ending June 30, 2026, and authorize the Mayor to sign the agreements.

70) AGREEMENT WITH T2 SYSTEMS FOR CLOUD HOSTED PARKING CONTROL SOFTWARE PROGRAM - It is recommended City Council authorize City Manager or his designee to enter into annual maintenance agreement with T2 Systems for cost not to exceed \$28,416 in FY 2025-26.

71) AGREEMENT WITH TYLER TECHNOLOGIES INC. FOR MUNIS ACCOUNTING SOFTWARE LICENSES AND SUPPORT – It is recommended City Council authorize City Manager or his designee to enter into agreement with Tyler Technologies, Inc. for FY 2025-26 in amount not to exceed \$191,266 for accounting software licensing and support.

72) AGREEMENTS WITH VALKYRIE SOLUTIONS, LLC AND LORINE ALATORRE FOR HOMELESS OUTREACH SERVICES - It is recommended that the City Council approve an agreement with Valkyrie Solutions, LLC to provide homeless outreach services for the term of July 1, 2025 through June 30, 2026 and authorize the Mayor to sign the agreement; and approve an agreement with Lorine Alatorre to provide homeless outreach services for the term of July 1, 2025 through June 30, 2026 and authorize the Mayor to sign the agreement.

73) AMENDMENT TO AGREEMENT WITH WATERLINE TECHNOLOGIES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE – It is recommended City Council approve amendment to agreement with Waterline Technologies, for not-to-exceed amount of \$120,000 for FY2025-2026 and \$120,000 for FY2026-2027; and authorize Mayor to sign corresponding agreement.

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PUBLIC HEARINGS: - Continued

1.2 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2025-26

74) PURCHASING AGREEMENT WITH WATERLINE TECHNOLOGIES FOR WATER DISINFECTANT – It is recommended City Council amend the agreement with Waterline Technologies of Santa Ana, CA for Delivery of 12.5% Sodium Hypochlorite and Hydrochloric Acid to June 30, 2026, and authorize the Mayor to sign the amendment.

75) AMENDMENT TO AGREEMENT FOR TREE MAINTENANCE SERVICES WITH WEST COAST ARBORISTS - It is recommended that the City Council amend the tree maintenance services agreement with West Coast Arborists, for a period of one year ending June 30, 2026, and authorize the Mayor to sign the amendment

76) AGREEMENT FOR ENGINEERING SERVICES WITH WILLDAN - It is recommended City Council approve an Amendment to the Agreement for Engineering Services with Willdan and authorize the Mayor to sign the revision.

77) AMENDMENT TO AGREEMENT WITH WORLDWIDE RECOVERY SYSTEMS, INC. - It is recommended City Council approve amendment to the agreement with Worldwide Recovery Systems, Inc. for not-to-exceed amount of \$70,000 for FY2025-2026 and \$75,000 for FY2026-2027; and authorize Mayor to sign amendment to corresponding agreement.

1.3 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - FISCAL YEAR 2025-2029 FIVE-YEAR CONSOLIDATED PLAN, FISCAL YEAR 2025 2026 ONE YEAR ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE *[Continued from April 22, 2025]* – It is recommended City Council conduct a public hearing for citizen input for the proposed Fiscal Year 2025-2029 Consolidated Plan, Fiscal Year 2025-2026 Action Plan, and the Analysis of Impediments to Fair Housing Choice; and following the public hearing, approve the Fiscal Year 2025-2029 Consolidated Plan, Fiscal Year 2025-2026 Action Plan, and the Analysis of Impediments to Fair Housing Choice and authorize the City Manager to direct staff to submit to HUD the approved Plans along with the required CDBG certifications..

1.4 2025 PUBLIC HEALTH GOALS REPORT - It is recommended that the City Council conduct a public hearing to accept and respond to public comments on the 2025 Public Health Goals Report.

ORAL COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at cityclerk@lakewoodca.gov at least 48 hours in advance to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Agenda items are on file in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, and are available for public review during regular business hours. Any supplemental material distributed after the posting of the agenda will be made available for public inspection during normal business hours in the City Clerk's Office. For your convenience, the agenda and the supporting documents are available in an alternate format by request and are also posted on the City's website at www.lakewoodca.gov

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Study Session – Revised FY 2025-26 Budget

I am very pleased to present for your consideration the revised budget for Fiscal Year (FY) 2025-26, the second year of the city's adopted two-year budget.

The City of Lakewood has a long tradition of strong fiscal oversight and prudent budget management, and we take to heart that maintaining our local quality of life and keeping our local property values high requires Lakewood to have the funding to keep our streets well-maintained and preserve our exceptional parks, recreation programs, and the safe and clean public spaces and neighborhoods that keep our community a desirable place to live, do business and raise a family. And, even in the current environment of uncertainty with the economy, Lakewood's historic prudence positions the city well to withstand whatever negative impacts may come to pass over the next year.

The revised budget is in line with the city's guiding principles and traditional values, producing an operational blueprint that preserves those valued services while maintaining a fiscally-sound organization. Even in an environment of change, it is our core values that act as guideposts toward stability and predictability. While the city's overall expenditure budget (inclusive of special revenue and enterprise funds) is in excess of \$100 million, the General Fund is the largest and most discretionary component of the budget and extremely important in the provision of essential city services. Also reflective of the city's prudent fiscal management is the inclusion of a rainy-day reserve fund for economic uncertainty equaling 20 percent of the city's annual operating budget that is set by policy and allows the organization to weather funding shortfalls.

Even in past years with limited resources resulting in a structural deficit, the city has consistently taken needed actions to balance the budget, whether it be making difficult budget cuts or pursuing new revenue streams when budget cuts have threatened the ability to provide essential services. The latter was the case when the community approved Measure L (the local Transaction and Use Tax) in March 2020. The budget before you and all future budgets for the foreseeable future would be much different in nature. Measure L represents a source of revenue that has allowed the city to maintain the programs and services that have helped define a quality of life in Lakewood that historically has distinguished us from other cities. We are grateful for the trust that the community has imparted on us and are respectful of the responsibility that we have to ensure that these new funds are spent with the same level of measured prudence that engendered the trust that facilitated the passage of the measure. These Measure L funds allow the city to chart a steady fiscal course for years to come. First and foremost, this includes maintaining core services and programs for Lakewood residents, addressing infrastructure needs, and focusing on strategic long-term funding solutions.

This budget allows the city to continue to preserve and improve the city's infrastructure such as streets, sidewalks, trees and community facilities, largely through a "save-then-spend" capital financing strategy. Prior to the passage of Measure L, operational savings realized each fiscal year were allocated toward the funding of future capital improvement projects. That became impossible over the past decade as the city grew into and began to realize a structural deficit.

The FY 2025-26 Revised Budget includes \$3.605 million for future-year capital improvement projects (CIPs), that includes a modest three percent increase to assist with the inflationary changes. These resources allow for the city to continue "on track" funding comprehensive infrastructure improvements. The allocations will be incorporated into the City Council's CIP planning and prioritization process outside of the budget development activity. In addition, the budget reflects the City Council's ongoing commitment and prioritization of public safety, with over \$1 million of investments added to the FY 2025-26 to address an uptick in regional crime trends.

Following is a more detailed review of the budget specifics:

For the current FY 2024-25 Final Budget Estimate, it is anticipated that the city's General Fund will have a surplus of approximately \$2.4 million. While expenditures have trended slightly below budgeted amounts for the year, projected revenues) are stronger than originally anticipated.

FY 2025-26 Revised Budget

The FY 2025-26 Revised Budget forecasts a General Fund surplus totaling almost \$1.6 million. Revenues are expected to be slightly higher than both in the current year and the original two-year budget forecast.

Following is a summary of the FY 2025-26 General Fund Revised Budget activity:

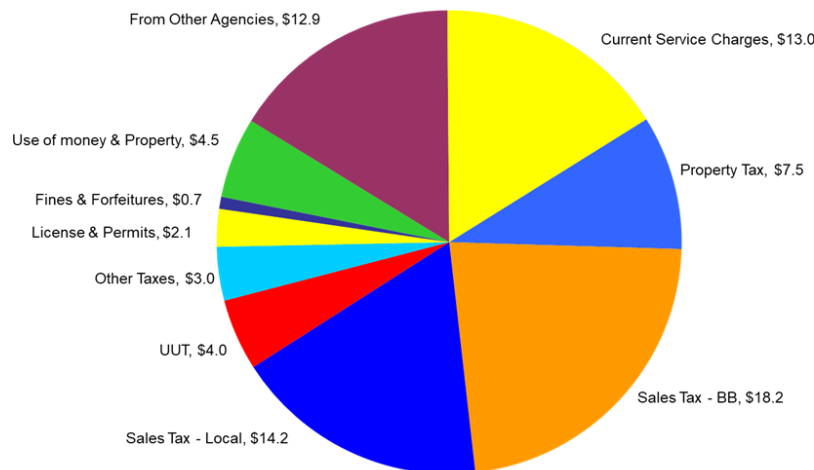
	<u>Revised FY 2025-26</u>
Sources:	
General Revenues	\$80,133,800
Transfers In:	<u>4,630,200</u>
Total Sources	84,764,000
 Uses:	
Departmental Expenditures	\$79,586,450
CIP Set-Aside	<u>3,605,000</u>
Total Uses	83,191,450
 Projected Surplus	 <u>\$ 1,572,550</u>

Revenues / Sources

During FY 2025-26 we are expecting city General Fund revenues and sources to total approximately \$84.8 million, most of which (\$80.1 million) are revenues. This is almost \$1.5 million less than the current year's estimate (which includes over \$2 million in one-time transfers) and almost \$1.4 million more than anticipated in the adopted budget. Among the biggest increases were Investment earnings, Refuse Collection Charges, and Building Permit Fees. Offsetting those increases was the \$976,000 reduction in Lakewood Equestrian Center (LEC) rental and concession fees as the facility was fully transitioned to a private operator.

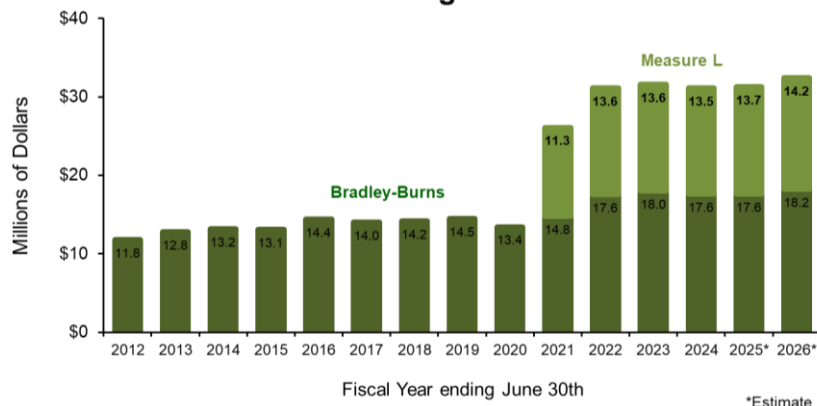
Following is a revenue chart graphically showing the anticipated revenues relative to other General Fund Revenues:

FY 2025-26 General Fund Revenues: \$80.1 Million
(Amounts below in millions)



Sales Tax Revenue – Like many municipalities throughout the State, Sales Tax Revenue is the largest General Fund revenue source. It is also highly sensitive to consumer attitudes. With inflationary pressures being a common concern amid wide-ranging tariff discussions, consumer sentiment has been trending downward as significant economic uncertainty exists. In FY 2025-26 Bradley Burns Sales Tax and Measure L Sales Tax revenues are expected to be \$350,000 and \$272,000 lower than originally estimated, respectively. Below is a chart with historical information going back to FY 2011-12:

Sales Tax Revenue History
FY 2011-12 through FY 2025-26



Investment Earnings - The city's investment earnings revenue has continued to benefit from higher interest yields over a prolonged period. We anticipate receiving \$2.95 million, or \$950,000 more than originally anticipated for FY 2025-26.

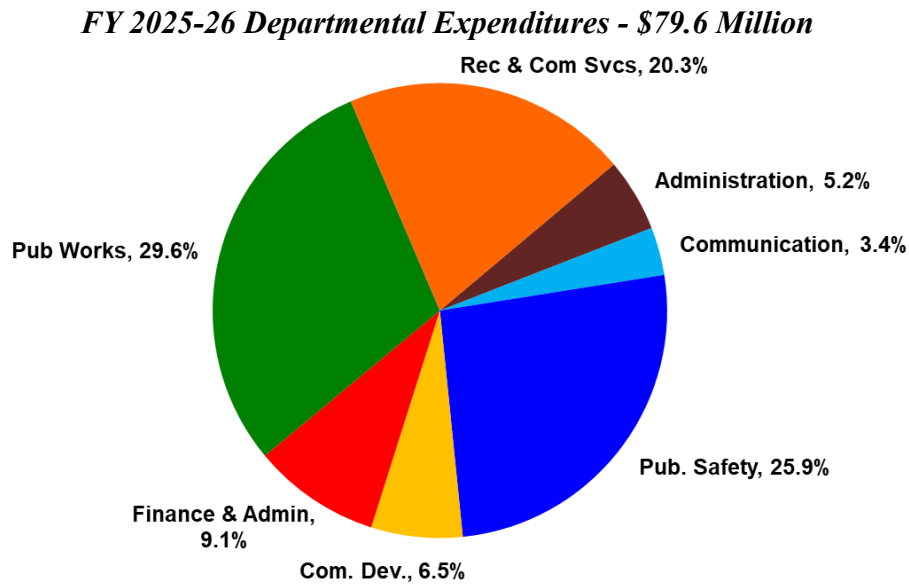
Building & Plan Check Fees – The Revised Budget includes over \$2.5 million in Building & Plan Check Fees for FY 2025-26, or over \$200,000 more than the adopted budget. This is indicative of the ongoing construction activity in the community and the expectation of its continuation through the upcoming fiscal year.

Expenditures / Uses

General Fund expenditures and set-asides are expected to total almost \$83.2 million in FY 2025-26, or about \$900,000 more than the adopted budget, the increase represents additional appropriations in several departments including Public Safety that began in prior years, and which are being extended into FY 2025-26. The increase above reflects a \$1.2 million decrease from the operations of the LEC. As mentioned in the Revenue Section, operations were transitioned to a private operator. Among the larger components of the increase are: \$307,000 in funding for the continuation of the citywide private security patrol at the current service level (through the Station Cities Joint Powers Authority), \$30,000 for the private security firm to provide a dedicated supervisor to the three cities in the above JPA, \$400,000 set-aside for potential public safety technology enhancements (i.e. Flock pilot program), \$150,000 towards continuing the contract of two Homeless Liaison positions originally added in February 2025, \$181,450 in funding the Los Angeles County Sheriff's Department (LASD) contract rate increase of 4.5% (originally budgeted at 3.5%), \$93,950 to fund two additional Maintenance Trainee positions to serve as a cleanup crew (with an emphasis on homeless cleanups), \$300,000 for contracting with a private firm for building official services, \$200,000 for the outsourcing and management of facility security devices, landlines & mobile phones, \$105,000 in additional funding for CIPs as part of the annual infrastructure set-aside, \$210,000 for the purchase of traffic signal battery backups for eight locations, \$150,000 for additional street lighting maintenance costs, and \$125,000 for equipment upgrades to both McCormick and Mayfair pools.

Overall, departmental expenditures for Fiscal Year 2025-26 are projected to total approximately \$79.6 million. The three departments accounting for the largest portions of these expenditures—Public Works, Public Safety, and Recreation & Community Services—illustrate a uniquely balanced allocation of resources within the municipal context. This distribution reflects the City of Lakewood's comprehensive approach to governance, emphasizing the interdependent relationship between infrastructure development, community engagement, and public safety in promoting an enhanced quality of life.

Following is a department expenditure chart for the upcoming year graphically showing the relative expenditure component for each department:



WATER UTILITY FUND

In the Revised Fiscal Year 2025-26 Budget, the fund is projected to close the year with a surplus of approximately \$174,773. This represents a decrease of roughly \$43,000 compared to the original budget projection, primarily due to an increase in expenses of approximately \$161,000. These higher costs are largely offset by slightly stronger-than-anticipated revenues totaling \$117,500.

Following is a summary of the FY 2025-26 Water Utility Fund Revised Budget:

	Revised FY 2025-26
Sources:	
<u>Revenues</u>	<u>\$ 16,169,000</u>
Total Sources	16,169,000
Uses:	
Departmental Expenses	\$ 14,198,527
Transfers Out –	
<u>General Fund</u>	<u>1,795,700</u>
Total Uses	15,994,227
Projected Surplus	<u>\$ 174,773</u>

Revenues

During FY 2025-26 we are expecting Water Utility revenues to total \$16.17 million, or \$117,500 more than the original budget estimate. This is due to slightly higher than originally expected water sales.

Expenses / Uses

Water Utility expenses and fund transfers are expected to total about \$16 million in FY 2025-26. This is about \$161,000 (1%) more than the amount originally included in the adopted budget. This is primarily due to the addition of \$124,000 in software updates for the year.

BUDGET CONCLUSION

The last few years, with the ups and downs of the covid and post-covid economy, have been fiscally challenging for all California cities and Lakewood has been no exception. Nonetheless, Lakewood has persevered. And now as we are presented with economic policy changes of the current administration, Lakewood again faces a degree of uncertainty. However, through all of that, the resilience of the community and the local economy has not only endured but thrived, positioning the city to continue flourishing, notwithstanding the current challenges we face. Although those external economic factors give us reason to be cautious, the underlying structure of our budget and local economy is sound. The revised budget maintains our levels of service and provides us with the ability to maintain the infrastructure needed to sustain the quality of life that our residents deserve and expect. The city's long tradition of prudent fiscal management has served us well in the past and will allow us to persevere through the next year and beyond. As in years past, the City will remain committed to prudent fiscal management, strong financial oversight, and a disciplined "living within our means" approach to meeting both current and future community needs.

I am proud of the professionalism and dedication that our organization has exhibited over the historic challenges of the recent past and continues to exhibit. I want to thank and commend all of our staff for their indefatigable commitment to ever enhancing the quality of life of the people we serve. As well, I especially want to thank the City Council for its hard work and invaluable input in the process, as well as the members of the city's budget development team, comprising the department Directors, their senior support staff, and, of course, the stalwart efforts of the Finance & Administrative Services staff who acted as liaisons to the various departments. Their advice and input was critical in the development of this financial plan and they did the heavy lifting in the preparation of the actual document.

In closing, this revised budget is well within our tradition of fiscal prudence and living within our means in a sustainable way. As we move forward into what continues to be unconventional economic conditions, we will continue to focus on essential services and strategies for maximizing quality and cost efficiency through cost controls, improved service delivery methods, and strategic investments in technology and employee training and development. With the City Council's continued leadership, we will provide the necessary fiscal stewardship to meet the current and future needs of the community.


Thaddeus McCormack
City Manager



Fiscal Year 2025-2026
Revised Budget
Lakewood, California

REVISED BUDGET FY 2025-26

City Council

Mayor Todd Rogers

Vice Mayor Cassandra Chase

Council Member David Arellano

Council Member Steve Croft

Council Member Jeff Wood

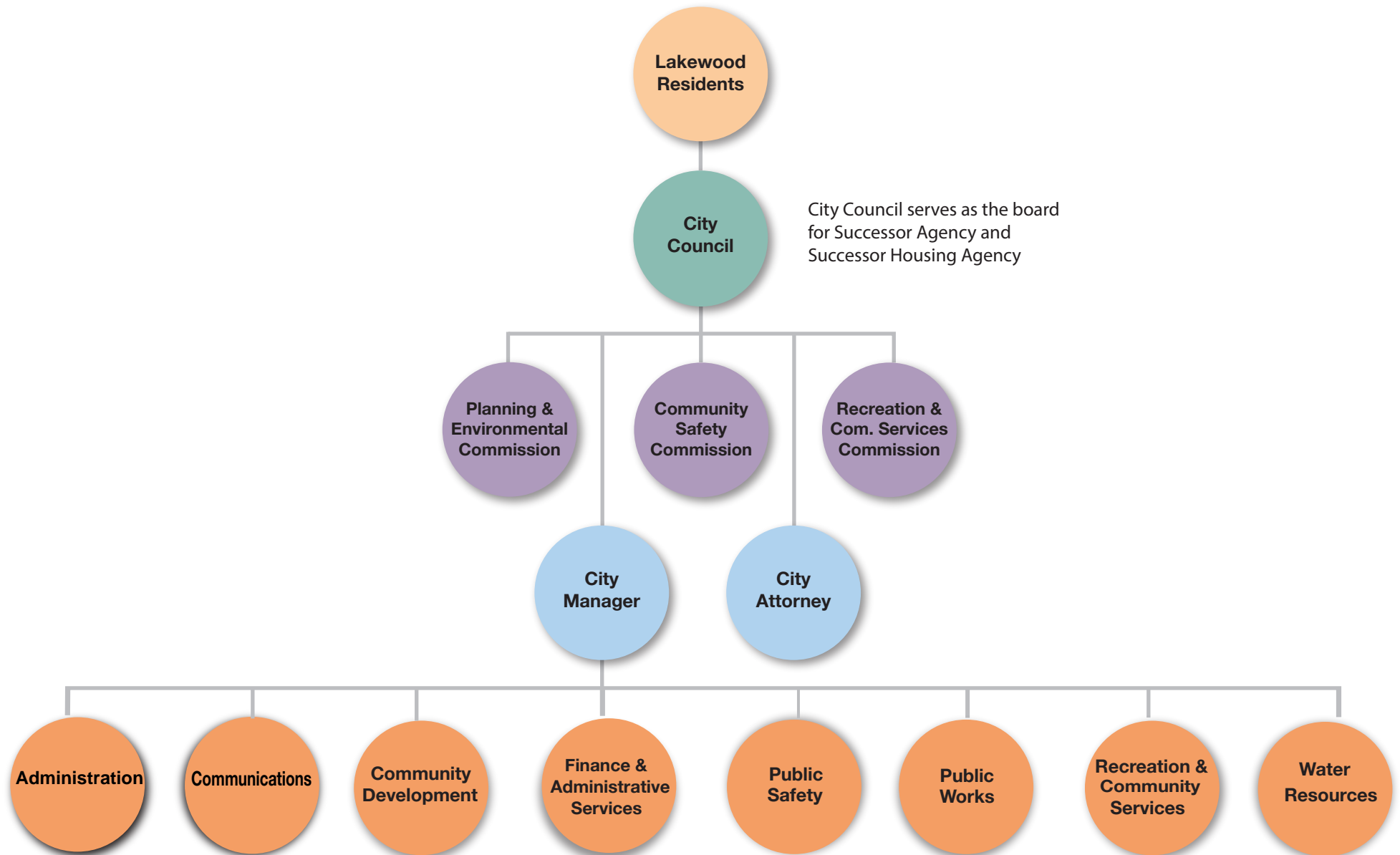




INTRODUCTION

ORGANIZATION CHART

Revised Budget 2025-2026 • City of Lakewood





City of Lakewood Budget Narrative

June 10, 2025

**City of Lakewood
Lakewood, California**

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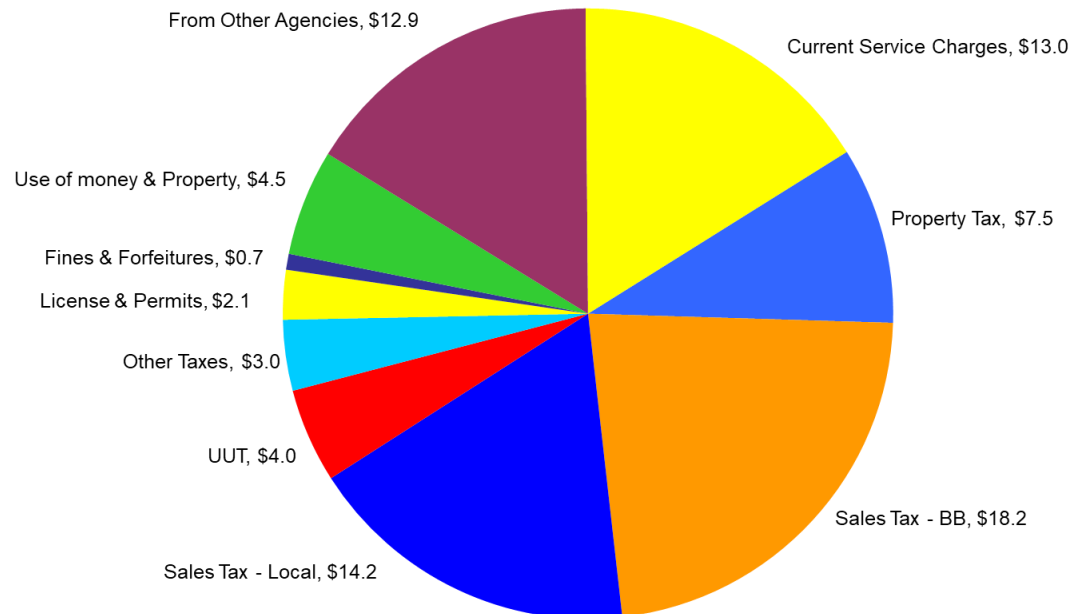
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Revenues / Sources

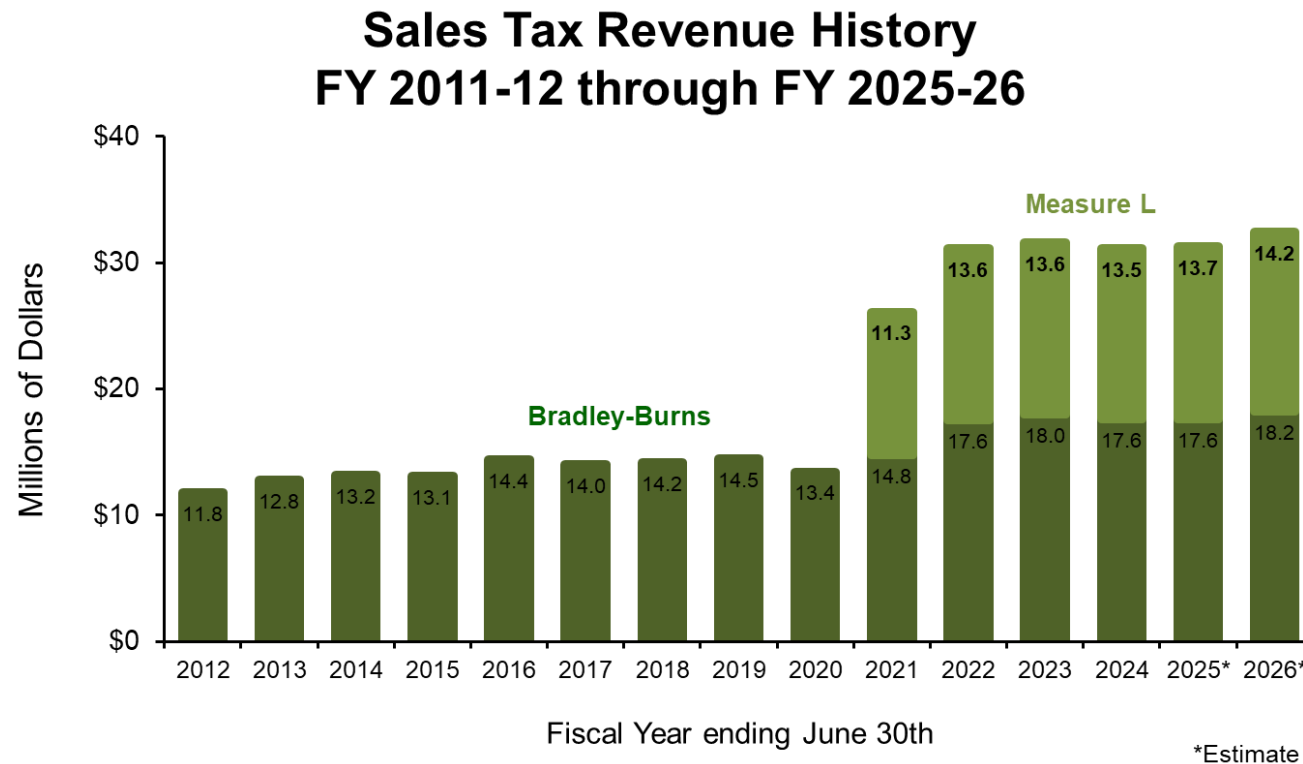
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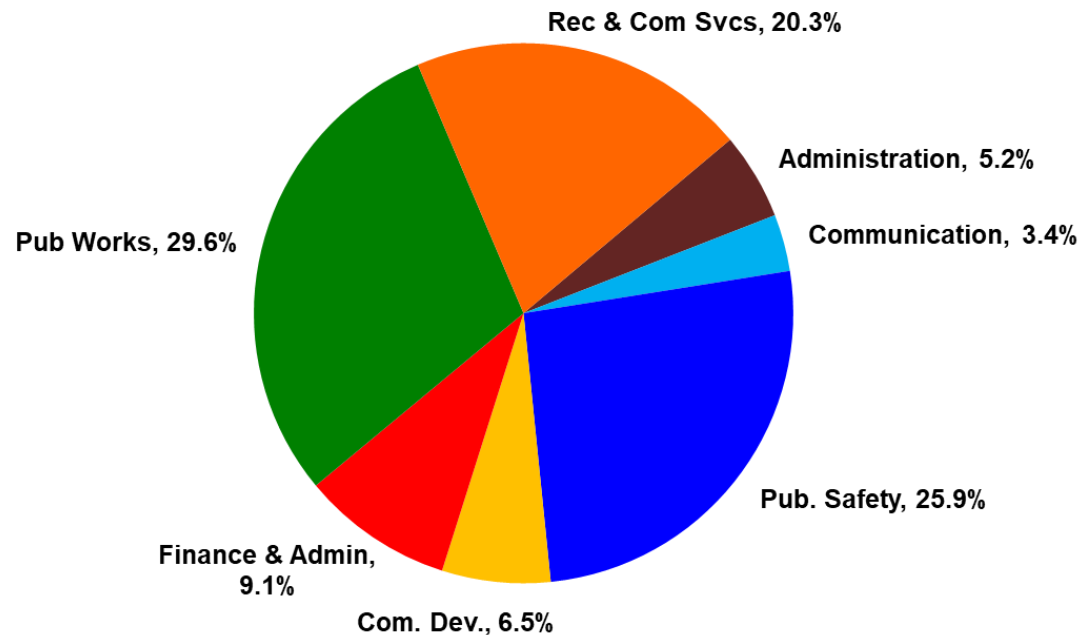
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positioning the city to continue flourishing, notwithstanding the current challenges we face. Although those external economic factors give us reason to be cautious, the underlying structure of our budget and local economy is sound. The revised budget maintains our levels of service and provides us with the ability to maintain the infrastructure needed to sustain the quality of life that our residents deserve and expect. The city's long tradition of prudent fiscal management has served us well in the past and will allow us to persevere through the next year and beyond. As in years past, the City will remain committed to prudent fiscal management, strong financial oversight, and a disciplined "living within our means" approach to meeting both current and future community needs.

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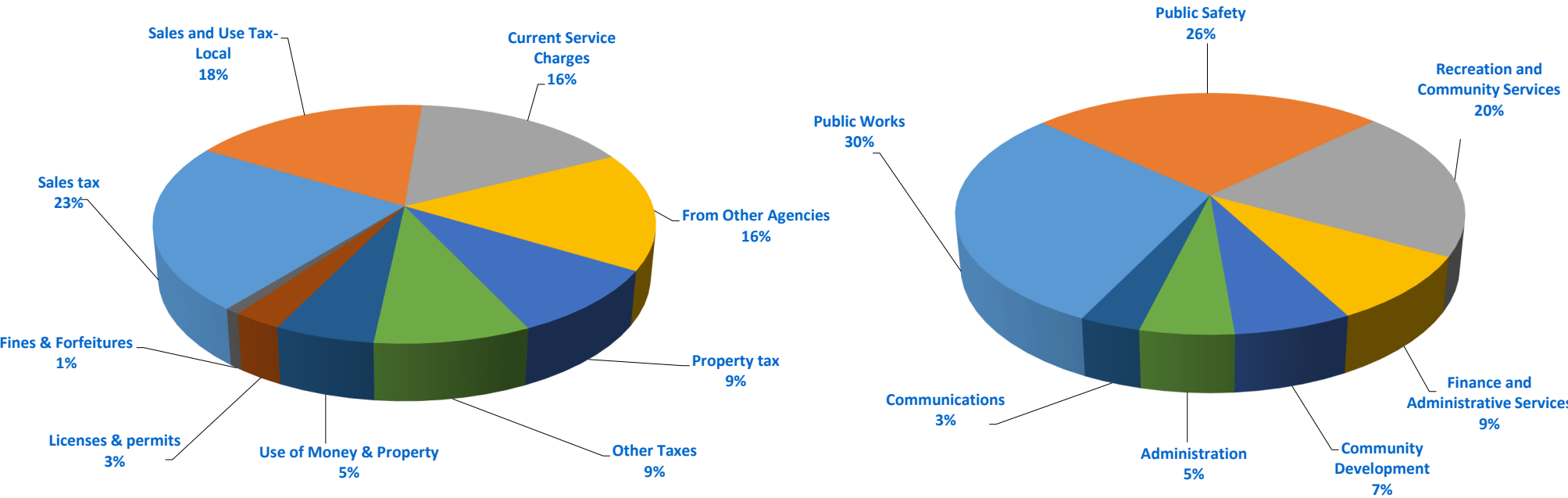
Thaddeus McCormack
City Manager



SUMMARY OF FUNDS



FY 2025-2026
Sources and Uses- General Fund



Fiscal Year 2025-2026

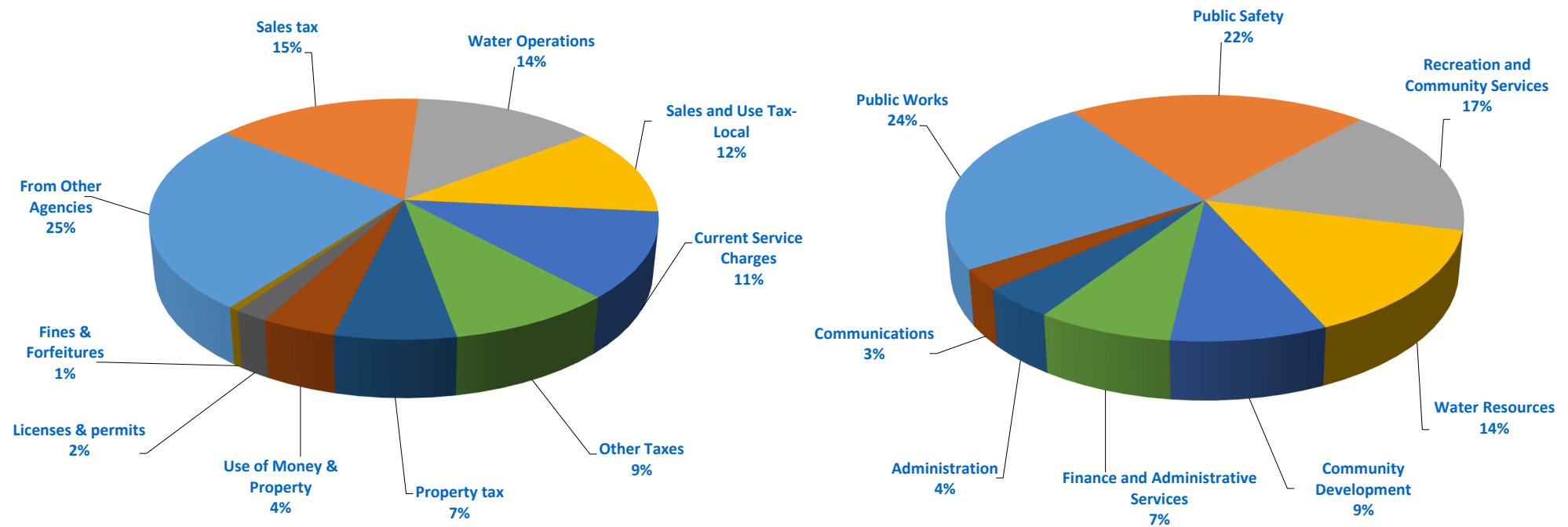
Sources of Funds

Sales tax	18,246,000
Sales and Use Tax- Local	14,172,000
Current Service Charges	13,019,940
From Other Agencies	12,853,800
Property tax	7,502,000
Other Taxes	7,011,000
Use of Money & Property	4,477,950
Licenses & permits	2,176,000
Fines & Forfeitures	675,100
Transfers In	4,424,200
\$	84,557,990

Uses of Funds

Public Works	23,557,217
Public Safety	20,654,368
Recreation and Community Services	16,138,091
Finance and Administrative Services	7,255,646
Community Development	5,174,586
Administration	4,120,779
Communications	2,685,746
Transfers Out	3,605,000
\$	83,191,433

FY 2025-2026
Sources and Uses- All Funds



Fiscal Year 2025-2026

Sources of Funds

From Other Agencies	30,286,389
Sales tax	18,246,000
Water Operations	16,169,000
Sales and Use Tax- Local	14,172,000
Current Service Charges	13,704,940
Other Taxes	10,805,000
Property tax	7,907,000
Use of Money & Property	4,856,150
Licenses & permits	2,176,300
Fines & Forfeitures	675,100
\$	118,997,879

Uses of Funds

Public Works	24,211,291
Public Safety	21,492,368
Recreation and Community Services	17,169,740
Water Resources	14,452,807
Community Development	8,599,798
Finance and Administrative Services	7,439,646
Administration	4,137,912
Communications	2,698,446
\$	100,202,008

FUND SUMMARY
CITY OF LAKEWOOD
FISCAL YEAR 2025-2026

FUND	Estimated Fund Balance June 30, 2025	Revenues	Appropriations	Reserves & Transfers In/ (Out)	Estimated Fund Balance June 30, 2026
<u>General Fund*</u>	\$ 8,532,015	\$ 80,133,790	\$ 79,586,433	\$ 4,424,200	\$ 13,503,572
Transfer to Capital Improvement Proj Reserve	(3,500,000)	-	-	(3,605,000)	(7,105,000)
	<u>5,032,015</u>	<u>80,133,790</u>	<u>79,586,433</u>	<u>819,200</u>	<u>6,398,572</u>
<u>Housing Successor Agency Fund</u>	1,805,685	355,150	1,058,000	(350,000)	752,835
<u>Special Revenue Funds</u>					
Air Quality Management (AQMD)	154,467	103,000	10,000	-	247,467
Beverage Container Recycle Grant	48,115	23,281	54,006	-	17,390
Community Development Block Grant (CDBG)	547,929	503,000	298,352	-	752,577
Measure M	8,288,696	1,532,000	-	-	9,820,696
Measure R	5,604,865	1,350,000	1,405	-	6,953,460
Measure W	4,620,413	1,148,616	280,780	-	5,488,249
Permanent Local Housing Allocation	1,125,703	263,190	263,190	-	1,125,703
Proposition A Recreation	(57,692)	37,000	69,626	-	(90,318)
Proposition A Transit Fund	1,796,631	2,105,000	2,420,434	-	1,481,197
Proposition C Transit Fund	6,748,518	1,780,000	794,042	-	7,734,476
Road Maintenance & Rehabilitation (RMRA)	8,871,018	2,303,774	-	-	11,174,792
State COPS Grant	116,130	253,000	200,000	-	169,130
State Gas Tax	94,477	2,357,129	-	(2,278,500)	173,106
Transportation Development Act (TDA) Article 3	82,739	64,150	-	-	146,889
Used Oil Grant	25,805	11,499	11,499	-	25,805
Other Capital Improvement Funds	5,391,704	3,230,000	-	-	8,621,704
Miscellaneous Grants/Funds	1,824,474	5,275,300	955,714	-	6,144,060
TOTAL GOVERNMENTAL FUNDS	<u>52,121,693</u>	<u>102,828,879</u>	<u>86,003,481</u>	<u>(1,809,300)</u>	<u>67,137,791</u>
<u>Water Utility Operations</u>	<u>12,455,639</u>	<u>16,169,000</u>	<u>14,198,527</u>	<u>(1,795,700)</u>	<u>12,630,412</u>
GRAND TOTAL	\$ <u>64,577,332</u>	\$ <u>118,997,879</u>	\$ <u>100,202,008</u>	\$ <u>(3,605,000)</u>	\$ <u>79,768,203</u>

* Represents General Fund's estimated unassigned fund balance



APPROPRIATION SUMMARY



APPROPRIATION SUMMARY

CITY OF LAKEWOOD

CONTRACT SERVICES

Rank	Description	2025-2026 Adopted Budget	% of Total	2025-2026 Revised Budget	% of Total	Amount of Change	% of Change
1	Law Enforcement	\$ 15,830,600	36.9%	\$ 16,491,750	37.7%	\$ 661,150	4.2%
2	Refuse Collection/Disposal Service	7,198,000	16.8%	7,198,000	16.4%	-	0.0%
3	Tree Maintenance	1,585,000	3.7%	1,585,000	3.6%	-	0.0%
4	Street Lighting	1,103,000	2.6%	1,352,000	3.1%	249,000	22.6%
5	Street Sweeping	908,150	2.1%	908,150	2.1%	-	0.0%
6	Utility Billing Services	725,000	1.7%	865,000	2.0%	140,000	19.3%
7	Animal Control	699,279	1.6%	699,279	1.6%	-	0.0%
8	Sky Knight	605,700	1.4%	611,000	1.4%	5,300	0.9%
9	Engineering Services	595,500	1.4%	595,500	1.4%	-	0.0%
10	Building Inspection	580,000	1.4%	606,000	1.4%	26,000	4.5%
	Sub-total	29,830,229	69.5%	30,911,679	70.6%	1,081,450	122.3%
11	Maintenance Agreement	331,123	0.8%	334,423	0.8%	3,300	1.0%
12	Traffic Control	230,000	0.5%	440,000	1.0%	210,000	91.3%
13	Legal Services	221,000	0.5%	221,000	0.5%	-	0.0%
14	Audit & Other Financial Services	172,000	0.4%	198,000	0.5%	26,000	15.1%
15	Fire & Security Alarm	168,150	0.4%	157,650	0.4%	(10,500)	-6.2%
16	Street & Sidewalk Maintenance	160,000	0.4%	185,000	0.4%	25,000	15.6%
17	Industrial Waste Inspection	88,000	0.2%	104,000	0.2%	16,000	18.2%
18	Information Technology Services	80,112	0.2%	545,762	1.2%	465,650	581.2%
19	Code Enforcement	54,000	0.1%	54,000	0.1%	-	0.0%
20	Recreation Class Catalog	49,200	0.1%	53,755	0.1%	4,555	9.3%
	Sub-total	1,553,585	3.6%	2,293,590	5.2%	740,005	83.7%
	All other	11,534,717	26.9%	10,597,451	24.2%	(937,266)	-106.0%
	Grand total	\$ 42,918,531	100.0%	\$ 43,802,720	100.0%	\$ 884,189	100.0%

APPROPRIATION SUMMARY**CITY OF LAKEWOOD**

Department	2023-2024 Actual	2024-2025 Final Estimate	2025-2026 Adopted Budget	2025-2026 Revised Budget
ADMINISTRATION				
Employee Services	\$ 2,571,222	\$ 2,719,153	\$ 2,808,639	\$ 2,809,059
Contract Services	602,516	642,463	847,818	838,203
Facilities Expense	7,092	12,620	7,500	12,750
Office Expense	2,680	4,000	4,000	4,000
Meeting	86,911	110,250	98,250	103,250
Special Dept. Supplies	136,588	208,200	246,200	251,200
Other Operating	65,742	94,950	118,450	119,450
Interdepartmental	-	-	-	-
Capital Outlay	-	-	-	-
Total Administration	3,472,750	3,791,636	4,130,857	4,137,912
COMMUNICATIONS				
Employee Services	1,973,561	2,160,729	2,244,441	2,249,441
Contract Services	127,406	150,700	159,850	171,850
Facilities Expense	14,902	12,800	16,600	16,600
Office Expense	16,302	20,600	21,600	21,600
Meeting	10,454	17,900	19,900	23,900
Special Dept. Supplies	141,391	168,280	172,630	172,630
Other Operating	3,753	10,908	8,125	10,925
Interdepartmental	-	-	-	31,500
Capital Outlay	26,044	66,000	31,500	-
Total Communications	2,313,813	2,607,917	2,674,646	2,698,446
COMMUNITY DEVELOPMENT				
Employee Services	2,385,398	2,590,088	2,863,043	2,859,403
Contract Services	3,777,742	4,725,914	4,833,450	5,356,946
Facilities Expense	-	-	-	-
Office Expense	5,889	24,215	9,000	8,100
Meeting	3,103	6,100	10,750	5,050
Special Dept. Supplies	61,045	174,129	282,149	304,759
Other Operating	11,497	55,912	49,720	65,540
Interdepartmental	-	-	-	-
Capital Outlay	2,960,302	-	-	-
Total Community Development	9,204,976	7,576,358	8,048,112	8,599,798

APPROPRIATION SUMMARY**CITY OF LAKEWOOD**

Department	2023-2024 Actual	2024-2025 Final Estimate	2025-2026 Adopted Budget	2025-2026 Revised Budget
FINANCE AND ADMINISTRATIVE SERVICES				
Employee Services	2,780,131	3,178,608	3,583,967	3,165,313
Contract Services	1,003,979	1,250,302	650,215	1,132,035
Facilities Expense	21,884	22,650	22,650	22,750
Office Expense	144,880	148,000	148,400	150,900
Meeting	11,748	22,560	24,800	26,800
Special Dept. Supplies	583,510	355,871	266,092	368,912
Other Operating	3,817,664	3,936,963	2,604,145	2,557,786
Interdepartmental	-	-	-	15,150
Capital Outlay	236,241	109,400	15,650	-
Total Finance and Administrative Services	8,600,037	9,024,354	7,315,919	7,439,646
PUBLIC SAFETY				
Employee Services	\$ 1,883,789	\$ 2,404,881	2,529,104	\$ 2,622,211
Contract Services	14,779,199	16,597,438	16,703,600	18,209,150
Facilities Expense	23,331	35,150	33,000	35,150
Office Expense	7,162	9,300	9,300	9,300
Meeting	13,351	24,350	24,150	24,150
Special Dept. Supplies	93,816	128,558	135,307	129,407
Other Operating	53,007	53,746	63,000	63,000
Interdepartmental	-	-	-	400,000
Capital Outlay	132,873	357,297	20,000	-
Total Public Safety	16,986,528	19,610,720	19,517,461	21,492,368
PUBLIC WORKS				
Employee Services	5,261,172	5,973,093	6,273,690	6,253,440
Contract Services	13,491,906	16,701,200	16,906,563	15,543,804
Facilities Expense	574,429	570,810	570,810	570,810
Office Expense	8,354	24,430	24,750	11,150
Meeting	14,575	19,600	23,100	23,600
Special Dept. Supplies	983,254	1,080,078	933,903	1,140,137
Other Operating	15,725	58,670	60,200	75,350
Interdepartmental	-	-	-	593,000
Capital Outlay	1,849,584	1,467,684	909,000	-
Total Public Works	22,198,999	25,895,565	25,702,016	24,211,291

APPROPRIATION SUMMARY**CITY OF LAKEWOOD**

Department	2023-2024 Actual	2024-2025 Final Estimate	2025-2026 Adopted Budget	2025-2026 Revised Budget
RECREATION AND COMMUNITY SERVICES				
Employee Services	11,127,344	12,069,163	13,102,586	12,857,806
Contract Services	1,418,064	1,424,063	1,507,435	1,093,732
Facilities Expense	1,713,611	1,936,867	1,889,240	1,967,189
Office Expense	13,769	15,450	15,450	15,450
Meeting	9,892	16,200	19,700	19,700
Special Dept. Supplies	1,200,336	1,156,785	1,409,837	1,014,603
Other Operating	56,267	84,125	88,000	87,810
Interdepartmental	67,987	75,023	108,800	113,450
Capital Outlay	826,308	929,500	476,800	-
Total Recreation and Community Services	16,433,578	17,707,176	18,617,848	17,169,740
TOTAL GOVERNMENTAL ACTIVITIES	\$ 79,210,681	\$ 86,213,726	\$ 86,006,859	\$ 85,749,201
WATER RESOURCES				
Employee Services	\$ 3,179,094	\$ 3,631,235	3,767,675	\$ 3,785,675
Contract Services	885,569	1,421,845	1,309,600	1,457,000
Facilities Expense	2,013,449	2,063,850	2,056,850	2,068,850
Office Expense	3,462	5,500	5,500	5,500
Meeting	9,311	15,000	15,000	20,000
Special Dept. Supplies	569,017	984,248	818,143	1,010,423
Other Operating	4,084,495	5,707,299	5,842,756	5,886,859
Interdepartmental	71,240	88,500	112,500	218,500
Capital Outlay	54,325	465,832	110,000	-
Total Water Resources*	10,869,962	14,383,309	14,038,024	14,452,807
*inclusive of Measure W funding				
	\$ 90,080,643	\$ 100,597,035	\$ 100,044,883	\$ 100,202,008

REVENUE SUMMARY



REVENUE SUMMARY

CITY OF LAKEWOOD

REVENUE COMPOSITION

Rank	Description	2025-2026 Adopted Budget	% of Total	2025-2026 Revised Budget	% of Total	Amount of Change	% of Change
1	Sales tax	\$ 18,596,000	16.8%	\$ 18,246,000	15.3%	\$ (350,000)	-1.9%
2	Water utility service charges	15,798,500	14.3%	15,551,000	13.1%	(247,500)	-1.6%
3	Sales and Use Tax- Local	14,444,000	13.1%	14,172,000	11.9%	(272,000)	-1.9%
4	Motor vehicle in lieu / ERAF	12,461,000	11.3%	12,577,000	10.6%	116,000	0.9%
5	Refuse service charges	7,800,000	7.1%	8,684,000	7.3%	884,000	11.3%
6	Property tax	7,352,000	6.7%	7,502,000	6.3%	150,000	2.0%
7	Utility users tax	3,903,000	3.5%	3,990,000	3.4%	87,000	2.2%
8	Prop A Transit	2,285,460	2.1%	2,105,000	1.8%	(180,460)	-7.9%
9	Gas tax	2,278,500	2.1%	2,357,129	2.0%	78,629	3.5%
10	Road Maintenance and Rehab Grant	1,975,000	1.8%	2,303,774	1.9%	328,774	16.6%
	Sub-Total	86,893,460	78.7%	87,487,903	73.5%	594,443	6.9%
11	Prop C Transit	1,930,010	1.7%	1,780,000	1.5%	(150,010)	-7.8%
12	Building Permits & Fees	1,924,300	1.7%	2,176,000	1.8%	251,700	13.1%
13	Franchise fees	1,870,000	1.7%	1,750,000	1.5%	(120,000)	-6.4%
14	Measure M	1,659,510	1.5%	1,532,000	1.3%	(127,510)	-7.7%
15	Measure W	1,600,066	1.4%	1,148,616	1.0%	(451,450)	-28.2%
16	Measure R	1,462,510	1.3%	1,350,000	1.1%	(112,510)	-7.7%
17	Recreation fees	1,229,200	1.1%	1,193,850	1.0%	(35,350)	-2.9%
18	Business licenses	720,000	0.7%	720,000	0.6%	-	0.0%
19	Fines, Forfeitures, and Penalties	661,100	0.6%	675,100	0.6%	14,000	2.1%
20	CDBG (Block Grant)	503,000	0.5%	503,000	0.4%	-	0.0%
	Sub-Total	13,559,696	12.3%	12,828,566	10.8%	(731,130)	-8.5%
	All other	9,978,456	9.0%	18,681,410	15.7%	8,702,954	101.6%
	Grand total	\$ 110,431,612	100.0%	\$ 118,997,879	100.0%	\$ 8,566,267	100.0%

REVENUE SUMMARY**CITY OF LAKEWOOD**

Description	2023-2024 Actual	2024-2025 Final Estimate	2025-2026 Adopted Budget	2025-2026 Revised Budget
GENERAL FUND:				
Property taxes	\$ 7,112,100	\$ 7,346,000	\$ 7,352,000	\$ 7,502,000
Sales tax	17,607,245	17,619,000	18,596,000	18,246,000
Sales and use tax- local	13,455,028	13,707,000	14,444,000	14,172,000
Utility users tax	3,836,274	3,940,000	3,903,000	3,990,000
Other taxes	2,517,938	2,914,000	3,151,000	3,021,000
Licenses & permits	2,153,053	2,113,600	1,924,300	2,176,000
Fines & forfeitures	722,318	679,163	661,100	675,100
Use of money & property	5,501,210	6,201,056	4,258,950	4,477,950
From other agencies	12,052,913	12,541,482	12,728,800	12,853,800
Current service charges	12,138,736	12,604,009	12,120,600	13,019,940
Total General Fund	77,096,816	79,665,309	79,139,750	80,133,790
AQMD FUND:				
Use of money & property	1,772	3,000	3,000	3,000
From other agencies	107,817	100,000	100,000	100,000
Current service charges	-	39,190	-	-
Total AQMD Fund	109,588	142,190	103,000	103,000
CDBG GRANT FUNDS:				
Use of money & property	15,209	3,000	3,000	3,000
From other agencies	484,792	500,000	500,000	500,000
Total CDBG Funds	500,001	503,000	503,000	503,000
HOUSING SUCCESSOR AGENCY				
Use of money & property	76,406	150	150	150
Current service charges	239,092	355,000	185,000	355,000
Total Housing Successor Fund	315,498	355,150	185,150	355,150

REVENUE SUMMARY**CITY OF LAKEWOOD**

Description	2023-2024 Actual	2024-2025 Final Estimate	2025-2026 Adopted Budget	2025-2026 Revised Budget
MEASURE M				
Use of money & property	\$ 211,290	\$ 200,000	\$ 70,000	\$ 70,000
From other agencies	1,506,050	1,589,510	1,589,510	1,462,000
Total Measure M Fund	1,717,340	1,789,510	1,659,510	1,532,000
MEASURE R				
Use of money & property	168,933	150,000	60,000	60,000
From other agencies	1,333,717	1,402,510	1,402,510	1,290,000
Total Measure R Fund	1,502,649	1,552,510	1,462,510	1,350,000
MEASURE W				
Use of money & property	123,898	126,000	50,000	50,000
From other agencies	-	1,550,789	1,550,066	1,098,616
Total Measure R Fund	123,898	1,676,789	1,600,066	1,148,616
PROP A TRANSIT FUND:				
Other taxes	2,144,539	2,254,460	2,254,460	2,074,000
Use of money & property	70,343	75,000	31,000	31,000
Current service charges	51,991	-	-	-
Total Prop A Fund	2,266,873	2,329,460	2,285,460	2,105,000
PROP C TRANSIT FUND:				
Other taxes	1,778,845	1,870,010	1,870,010	1,720,000
Use of money & property	184,116	160,000	60,000	60,000
Total Prop C Fund	1,962,961	2,030,010	1,930,010	1,780,000

REVENUE SUMMARY**CITY OF LAKEWOOD**

Description	2023-2024 Actual	2024-2025 Final Estimate	2025-2026 Adopted Budget	2025-2026 Revised Budget
ROAD MAINTENANCE & REHAB				
Use of money & property	\$ 227,527	\$ 225,000	\$ 75,000	\$ 75,000
From other agencies	2,124,277	2,151,774	1,900,000	2,228,774
Total Road Maint & Rehab	2,351,804	2,376,774	1,975,000	2,303,774
STATE GAS TAX FUND/TRAFFIC CONGESTION RELIEF:				
Use of money & property	47,430	40,000	20,000	20,000
From other agencies	2,220,259	2,332,977	2,258,500	2,337,129
Total State Gas Tax Fund	2,267,689	2,372,977	2,278,500	2,357,129
SPECIAL GRANTS/ MISC FUNDS:				
Beverage Container Recycling	24,853	20,000	20,000	23,281
Enforceable Obligations	549,902	405,000	471,000	405,000
JAG	-	38,523	-	-
Los Angeles County-Open Space	-	917,682	-	-
Permanent Local Housing Allocation	2,322	1,152,783	263,190	263,190
Prop A Recreation	108,358	38,060	37,000	37,000
SB2- Housing	293,815	-	-	-
Sewer Reconstruction	-	300	300	300
State COPS	236,172	249,000	223,000	253,000
State Park Bond	49,000	-	-	2,000,000
Transportation Development Act Article 3	94,632	82,350	82,350	64,150
Used Oil	-	11,316	11,316	11,499
Weingart State Grant	-	-	-	2,700,000
Other Capital Improvement Funds	2,000,000	2,243,900	-	3,230,000
Miscellaneous Grants/Funds	355,245	413,821	150,000	170,000
Total Special Grants/ Misc Funds	3,714,300	5,572,735	1,258,156	9,157,420
TOTAL GOVERNMENTAL FUNDS:				
	\$ 93,929,418	\$ 100,366,414	\$ 94,380,112	\$ 102,828,879

REVENUE SUMMARY**CITY OF LAKEWOOD**

Description	2023-2024		2024-2025		2025-2026		2025-2026	
	Actual		Final Estimate		Adopted Budget		Revised Budget	
WATER OPERATIONS FUND:								
Use of money & property	\$	535,841	\$	736,307	\$	178,000	\$	543,000
From other agencies		-		50,000		-		-
Current service charges		317,389		75,000		75,000		75,000
Operating revenues		12,839,993		14,761,500		15,798,500		15,551,000
Total Water Operations Fund		13,693,223		15,622,807		16,051,500		16,169,000
GRAND TOTAL:								
	\$	107,622,641	\$	115,989,221	\$	110,431,612	\$	118,997,879



Routine Items

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council**SUBJECT:** Report of Personnel Transactions

	<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES				
A. Appointments				
	Jade Vasquez	Community Services Supervisor	24B	05/25/2025
B. Changes				
	None			
C. Separations				
	Kaitlin Sanchez	Public Safety Manager	32B	06/05/2025
PART-TIME EMPLOYEES				
A. Appointments				
	None			
B. Changes				
	Osvaldo Reynoso	Maintenance Trainee I	B to	
		Maintenance Trainee II	B	05/25/2025
C. Separations				
	Thomas Laureno	Maintenance Trainee I	B	06/05/2025



Thaddeus McCormack
City Manager

DIVIDER SHEET

CITY OF LAKEWOOD
FUND SUMMARY 5/22/2025

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

1010	GENERAL FUND	2,268,172.26
1015	SPECIAL OLYMPICS	153.83
1030	CDBG CURRENT YEAR	1,404.99
1336	STATE COPS	16,666.66
1622	LA CNTY MEASURE M	1,087.50
1623	LA CNTY MEASURE W-REGIONAL	2,089.98
3070	PROPOSITION "C"	1,530.21
5010	GRAPHICS AND COPY CENTER	1,360.92
5020	CENTRAL STORES	2,051.19
5030	FLEET MAINTENANCE	8,850.33
7500	WATER UTILITY FUND	115,905.02
8030	TRUST DEPOSIT	34,876.15
		<hr/>
		2,454,149.04

Council Approval _____
Date

City Manager

Attest _____
City Clerk

Director of Finance and Administrative
Services

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/22/25	ABILITA LA	1,925.00
05/22/25	ABRUSCATO, DIANA	321.75
05/22/25	ACCENTURE LLP	275.00
05/22/25	ALLIED REFRIGERATION	174.55
05/22/25	ALS GROUP USA	5,060.72
05/22/25	AMAZON CAPITAL	1,504.14
05/22/25	BAVCO BACKFLOW APPAR	1,629.54
05/22/25	BELL EVENT SERVICES	2,700.00
05/22/25	BELTRAN, PAOLO	168.00
05/22/25	BIG STUDIO	1,495.70
05/22/25	BIXBY KNOLLS CAR WAS	128.00
05/22/25	BRENNTAG PACIFIC IN	1,759.97
05/22/25	BRIZUELA XOCHITL	585.00
05/22/25	CAL STATE AUTO PARTS	130.66
05/22/25	CALIF STATE FRANCHI	150.34
05/22/25	CALIFORNIA STATE-CON	31.27
05/22/25	CARUSO FORD	334.80
05/22/25	CERRITOS, CITY OF	32,152.84
05/22/25	CINTAS CORPORATION	189.42
05/22/25	CINTAS CORPORATION	72.23
05/22/25	CJ CONCRETE CONSTRUC	47,040.00
05/22/25	COLOR CARD ADMINISTR	37.54
05/22/25	CORODATA	44.95
05/22/25	COVENANT SALES GROUP	200.00
05/22/25	CREATE A PARTY	4,614.35
05/22/25	DIAMOND ENVIRONMENTA	1,744.00
05/22/25	DURHAM SCHOOL SERVIC	1,120.29
05/22/25	EDCO WASTE SERVICES	564,360.25
05/22/25	EEC ACQUISITION LLC	954.06
05/22/25	ELITE SPECIAL EVENTS	2,800.00
05/22/25	GARIBALDO'S NURSERY	268.40
05/22/25	GENESIS BUILDERS INC	74,925.00
05/22/25	GIACHELLO, LENNY	276.25
05/22/25	GOLDEN METERS SERVIC	2,550.00
05/22/25	GRAINGER, W W INC	151.83
05/22/25	HOME DEPOT, THE	248.31
05/22/25	HUMAN SERVICES ASSOC	708.33
05/22/25	JONES MAYER	17,752.50
05/22/25	KICK IT UP KIDZ LLC	78.00
05/22/25	LAKEWOOD CITY EMPLOY	2,525.00
05/22/25	LOS ANGELES CO SHERI	1,146,219.31

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/22/25	LOS ANGELES COUNTY D	97,551.47
05/22/25	MANNYS PROFESSIONAL	725.00
05/22/25	MATHESON TRI-GAS	48.28
05/22/25	MC MASTER-CARR SUPPL	774.60
05/22/25	MEALS ON WHEELS LB	696.66
05/22/25	MIDAMERICA ADMINISTR	3,359.02
05/22/25	NAPA AUTO PARTS	71.01
05/22/25	ORANGE LINE OIL CO	2,092.94
05/22/25	O'REILLY AUTOMOTIVE	463.93
05/22/25	PAYMENTUS	10,541.76
05/22/25	PIERSON, CLAIRE L	16.51
05/22/25	RAYVERN LIGHTING SUP	519.90
05/22/25	REGIONAL GOVERNMENT	13,347.90
05/22/25	RODRIGUEZ, EDIANNE	2,028.88
05/22/25	ROGUE AVIATION	1,568.24
05/22/25	SAFETY-KLEEN CORP.	1,218.13
05/22/25	SIEGEL, THEODORE	300.00
05/22/25	SITEONE LANDSCAPE	1,498.97
05/22/25	SO CALIF SECURITY CE	39.42
05/22/25	SOLID SURFACE CARE	2,737.20
05/22/25	SOUTH COAST AQMD	837.35
05/22/25	SOUTHERN CALIFORNIA	51,768.95
05/22/25	STEIN, ANDREW T	1,562.24
05/22/25	STOTZ	859.91
05/22/25	SUPERIOR COURT OF CA	11,790.00
05/22/25	SUPERIOR COURT OF CA	8,496.00
05/22/25	SYKAHUA TEMUJIN	61.75
05/22/25	TURF STAR	522.88
05/22/25	U S BANK PARS ACCT	7,629.09
05/22/25	U S BANK PURCHASING	68,141.15
05/22/25	VARSITY BRANDS	550.13
05/22/25	VERIZON WIRELESS	4,126.58
05/22/25	VOYA	64,572.85
05/22/25	WALTERS WHOLESALE EL	1,140.95
05/22/25	WATERLINE TECHNOLOGI	4,148.01
05/22/25	WAXIE SANITARY SUPPL	818.83
05/22/25	WECK LABORATORIES	1,795.00
05/22/25	WEST COAST ARBORISTS	143,583.40
05/22/25	WEST COAST SAND	2,104.60
05/22/25	WESTERN EXTERMINATOR	414.46
05/22/25	WESTERN PRINTING	6,820.62

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/22/25	WESTERN WATER WORKS	4,999.46
05/22/25	WILBER, BILL	30.00
05/22/25	WILLDAN ASSOCIATES	5,350.50
05/22/25	WYNN, LAKYN	78.00
05/22/25	BROWN, WANDA	250.00
05/22/25	MCCULLOUGH, TENEALE	550.00
05/22/25	SANDOVAL, MARIA	510.46
05/22/25	SAINT JOSEPH HIGH SCHOOL	250.00
05/22/25	PROVIDENCE ST. JOSEPH FOUNDATION	1,000.00
05/22/25	IPERMITTS	128.75
05/22/25	RODRIGUEZ, ELIZABETH	250.00
TOTAL		2,454,149.04

**CITY OF LAKEWOOD
FUND SUMMARY 5/29/2025**

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

1010	GENERAL FUND	376,544.47
1622	LA CNTY MEASURE M	33,274.03
1624	LA CNTY MEASURE W	8,675.00
3001	CAPITAL IMPROV PROJ FUND	804,893.67
3070	PROPOSITION "C"	836.40
5010	GRAPHICS AND COPY CENTER	1.04
5020	CENTRAL STORES	2,082.50
5030	FLEET MAINTENANCE	28,620.95
7500	WATER UTILITY FUND	16,203.06
		<hr/>
		1,271,131.12

Council Approval _____
Date

City Manager

Attest _____
City Clerk

Director of Finance and Administrative
Services

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/29/25	AFFORDABLE GENERATOR	4,698.26
05/29/25	ALL CITY MANAGEMENT	12,740.00
05/29/25	AMAZON CAPITAL	2,178.75
05/29/25	AMERICAN INTERNATION	334.90
05/29/25	AMERICAN PUBLIC WORK	3,191.00
05/29/25	ARDURRA GROUP	1,419.94
05/29/25	B & H PHOTO	397.80
05/29/25	BERG, APRIL	1,240.00
05/29/25	CALIFORNIA RESOURCE	400.00
05/29/25	CALIFORNIA STATE DEP	960.00
05/29/25	CARTER, LATANYA	250.00
05/29/25	CHRISTIAN JAMES	650.00
05/29/25	CINTAS CORPORATION	83.77
05/29/25	COASTAL CARBONIC	137.45
05/29/25	COLLINS GROUP, THE	1,214.51
05/29/25	COLOR CARD ADMINISTR	31.10
05/29/25	DANIEL'S TIRE SERVIC	52.00
05/29/25	ELECNR BELCO	804,893.67
05/29/25	FABRIC WALLCRAFT	38,113.00
05/29/25	FORTRA LLC	36,000.00
05/29/25	FULL COMPASS SYSTEMS	1,461.70
05/29/25	GALLS	180.93
05/29/25	GANAHL LUMBER COMPAN	58.92
05/29/25	GARIBALDO'S NURSERY	751.40
05/29/25	GLOBE GAS	147.22
05/29/25	GOLDEN STATE WATER C	16,111.04
05/29/25	GRAINGER, W W INC	196.70
05/29/25	HARA, M. LAWNMOWER C	734.27
05/29/25	HERNANDEZ, YESENIA	250.00
05/29/25	HOME DEPOT, THE	3,803.16
05/29/25	HUGHES NETWORK	79.99
05/29/25	LANSANG, PAUL	250.00
05/29/25	LOS ANGELES COUNTY D	22,592.19
05/29/25	MANERI TRAFFIC	8,613.83
05/29/25	MANNYS PROFESSIONAL	520.00
05/29/25	MARKLEY, ELIZABETH	295.75
05/29/25	MILLER DON & SONS	312.89
05/29/25	MONROY, GUADALUPE	250.00
05/29/25	ODP BUSINESS SOLUTIO	971.46
05/29/25	READWRITE EDUCATIONA	462.80
05/29/25	REEVES, NORM FORD	153,582.66

CITY OF LAKEWOOD

SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
05/29/25	RESOURCE BUILDING MA	784.27
05/29/25	RON'S MAINTENANCE	8,675.00
05/29/25	SELLE, KELLY	5.00
05/29/25	SHARP ELECTRONICS	7,722.03
05/29/25	SITEONE LANDSCAPE	1,623.02
05/29/25	SKYHAWKS SPORTS	1,170.00
05/29/25	SMART & FINAL	88.34
05/29/25	SNAP-ON INDUSTRIAL	872.13
05/29/25	SO CALIF SECURITY CE	149.83
05/29/25	SOUTHERN CALIFORNIA	4,810.40
05/29/25	SOUTHLAND INDUSTRIES	13,745.31
05/29/25	SOUTHWEST PATROL	29,520.00
05/29/25	STANDARD INSURANCE U	2,029.90
05/29/25	TGIS CATERING SVCS	8,200.00
05/29/25	THE LIFEGUARD STORE	492.46
05/29/25	THE RINKS-LAKEWOOD I	228.80
05/29/25	TRANSAMERICA LIFE	1,038.19
05/29/25	WALTERS WHOLESALE EL	1,613.36
05/29/25	WAXIE SANITARY SUPPL	164.26
05/29/25	WESTESCO	21,767.45
05/29/25	WHITE CAP CONST	2,492.29
05/29/25	WILLDAN ASSOCIATES	28,201.02
05/29/25	WOOD RODGERS INC	14,930.00
05/29/25	WYNN, LAKYN	195.00
TOTAL		1,271,131.12

D I V I D E R S H E E T

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Applications for Street Closure (Block Party)

INTRODUCTION

The City Council adopted Resolution No. 2008-5, establishing rules and regulations pertaining to the temporary closing of local City streets. The resolution was adopted pursuant to provisions of the Vehicle Code authorizing the City Council to adopt rules and regulations for the temporary closing of a portion of the street for celebrations or special events when the City Council finds such closing necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

STATEMENT OF FACT

The City Clerk's Office was contacted by residents with requests to hold block parties on Friday, July 4, 2025. A copy of the resolution outlining the rules and regulations pertaining to the temporary closure of local City streets was given to each of them, together with forms for obtaining signatures of all residents within the area to be closed (maps attached). The responsible applicants, areas and times of closure are as follows:

- Joshua Fisher, 4702-4855 Adenmoor Avenue, 10 a.m. to 10 p.m.;
- Diane Snyder, 4502-4570 Albury Avenue, 10 a.m. to 10 p.m.;
- Marni Farmer, 4907-5059 Barlin Avenue, 10 a.m. to 10 p.m.;
- Ronald Monaga, 5106-5239 Barlin Avenue, 10 a.m. to 10 p.m.;
- Sheere Griego, 5702-5730 Bigelow Street, 10 a.m. to 10 p.m.;
- Celia Milla, 4702-4832 Briercrest Avenue, 10 a.m. to 10 p.m.;
- Kelly Eckholdt, 5702-5756 Capetown Street, 10 a.m. to 10 p.m.;
- Andrew Mendez, 4712-4861 #2 Carfax Avenue, 10 a.m. to 10 p.m.;
- Sasha Green, 2702-2935 Centralia Street, 10 a.m. to 10 p.m.;
- Javier Aguilar, 4702-4865 Coldbrook Avenue, 10 a.m. to 10 p.m.;

- Jennifer Ciaramitaro, 6502-6543 Denmead Street, 10 a.m. to 10 p.m.;
- Gilbert Quijada, 4502-4569 Eastbrook Avenue, including adjacent 5701-5719 Tanglewood Street, 10 a.m. to 10 p.m.;
- Amanda Paragas, 6002-6161 Eberle Street, 10 a.m. to 10 p.m.;
- Sheny J. R. Montoya, 6007-6155 Faculty Avenue, including adjacent 4715 & 4805 Hedda Street, 10 a.m. to 10 p.m.;
- Roger & Dominique Ewing, 5708-5831 Fanwood Avenue, 10 a.m. to 10 p.m.;
- Alberto Grajeda, 4932-5059 Fidler Avenue, 1 p.m. to 10 p.m.;
- Filiberto Sanchez, 11327-11512 Gradwell Street, 10 a.m. to 10 p.m.;
- Jennifer Smith, 4502-4657 Josie Avenue, 10 a.m. to 10 p.m.;
- Alayna Cosores & David Mendoza, 4502-4563 Lomina Avenue, 10 a.m. to 10 p.m.;
- LeeAnn Hu, 5918-6039 Loomis Street, 10 a.m. to 10 p.m.;
- Terri Panter, 4102-4259 Monogram Avenue, 12 p.m. to 10 p.m.;
- Dominique Nottage, 5502-5654 Montair Avenue, 10 a.m. to 10 p.m.;
- Alex Bauman, 6400-6424 Nixon Street, including adjacent 6401-6433 Glorywhite Street, 10 a.m. to 10 p.m.;
- David & Nicole Valtierra, 4702-4863 Ocana Avenue, 10 a.m. to 10 p.m.;
- Miguel Santoyo, 5502-5539 Pearce Avenue, 10 a.m. to 10 p.m.;
- Thomas Logan, 4303-4458 Pixie Avenue, including adjacent 4354 & 4402 Vangold Avenue, 10 a.m. to 10 p.m.;
- Elena Rodriguez, 5502-5539 Premiere Avenue, 10 a.m. to 10 p.m.;
- Camille Davis, 6202-6272 Silva Street, 10 a.m. to 10 p.m.;
- Kiley Fruhwirth, 4304-4393 Quigley Avenue, including adjacent 6923 Harvey Way, 10 a.m. to 10 p.m.;

- Clifton Aska, 4101-4137 Redline Drive, including adjacent 7000 & 7007 Schroll Street, 10 a.m. to 10 p.m.;
- Jessica Chen, 4702-4859 Snowden Avenue, 10 a.m. to 9 p.m.; and
- Christina Haney, 5807-5939 Whitewood Avenue, 10 a.m. to 10 p.m.;

The staff of the Public Works Department has reviewed the maps and canvassed the areas of proposed closure for traffic safety conditions. They will provide a determination regarding the appropriate types and placement of barricades and warning devices to be utilized at the locations.

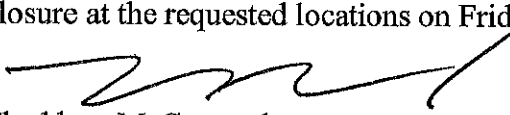
Should the Council approve the requests for temporary street closures, the Public Works Department will arrange for the placement and removal of the barricades for the event. Notification of said closures will be provided to the Sheriff's Station and the appropriate Fire Station.

SUMMARY

Area residents have complied with all the necessary requirements to obtain street closure permits for block parties to be held on July 4th. Such closings would provide a measure of safety and protection for persons who are to use a portion of those streets during the temporary closures.

RECOMMENDATION

Staff recommends that permits be issued to the responsible applicants authorizing temporary closure at the requested locations on Friday, July 4, 2025.



Thaddeus McCormack
City Manager

BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
4702-4855 ADENMOOR AVE



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
4502-4570 ALBURY AVE

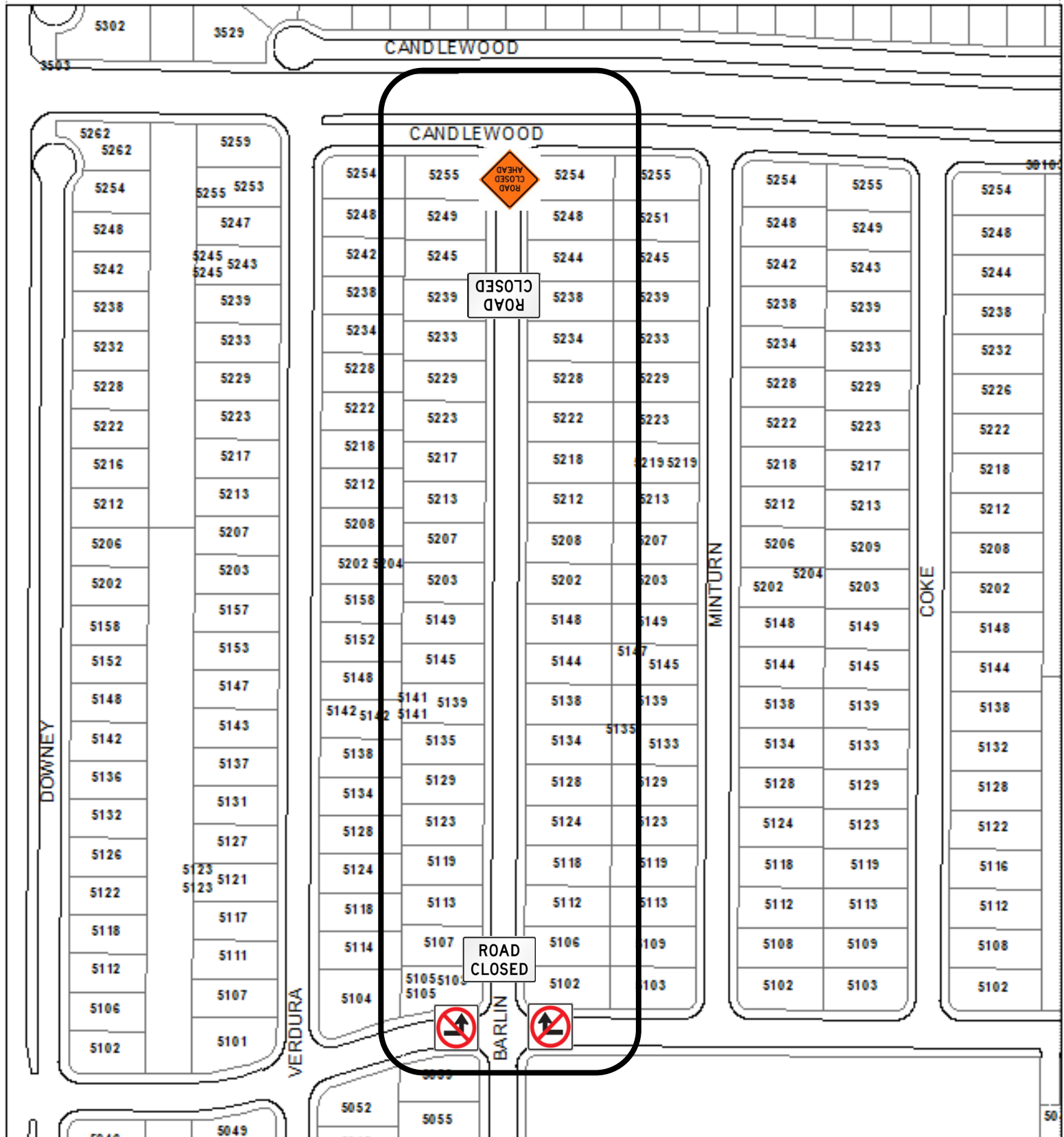


BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

5106-5239 BARLIN AVE

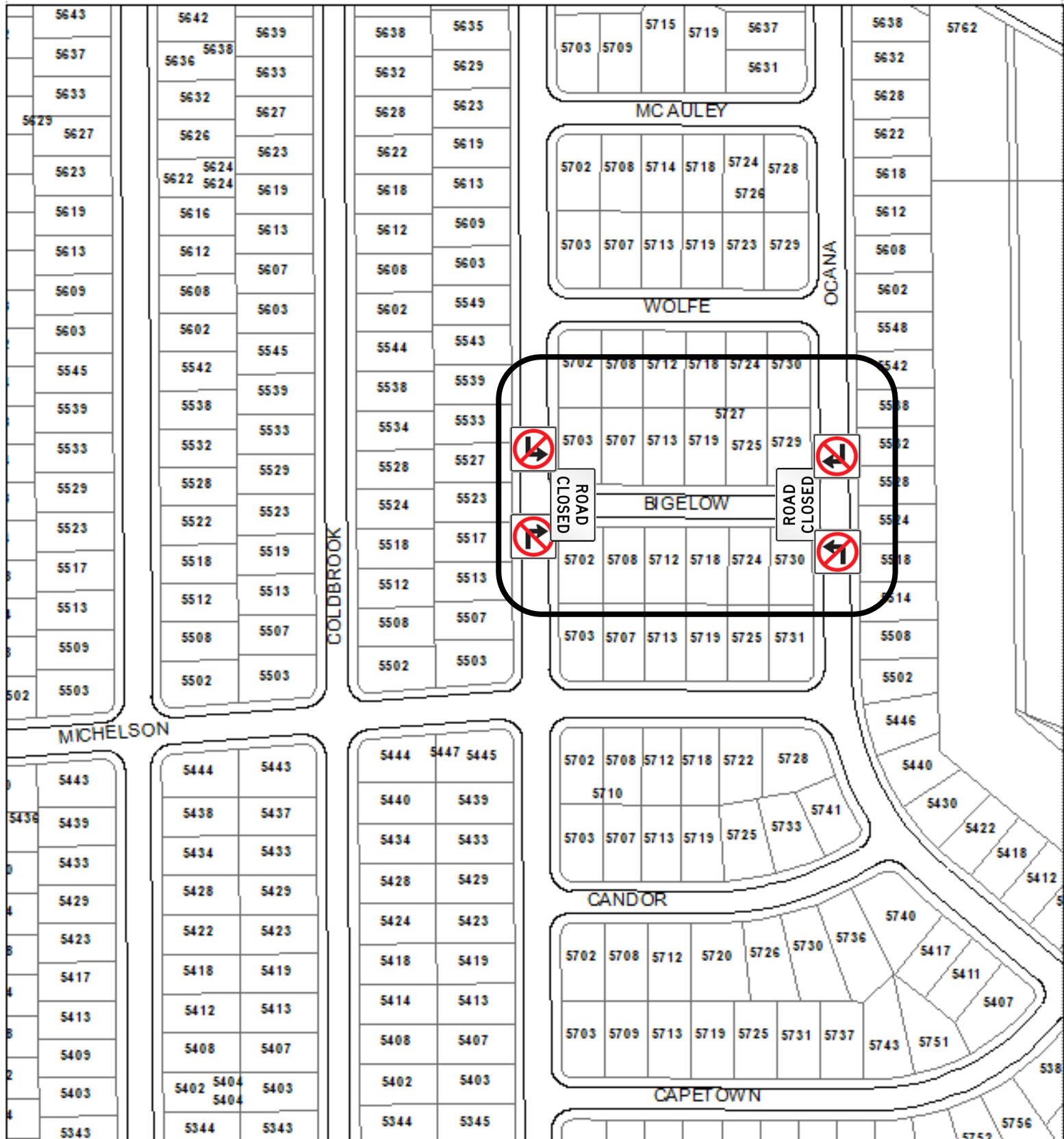


BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

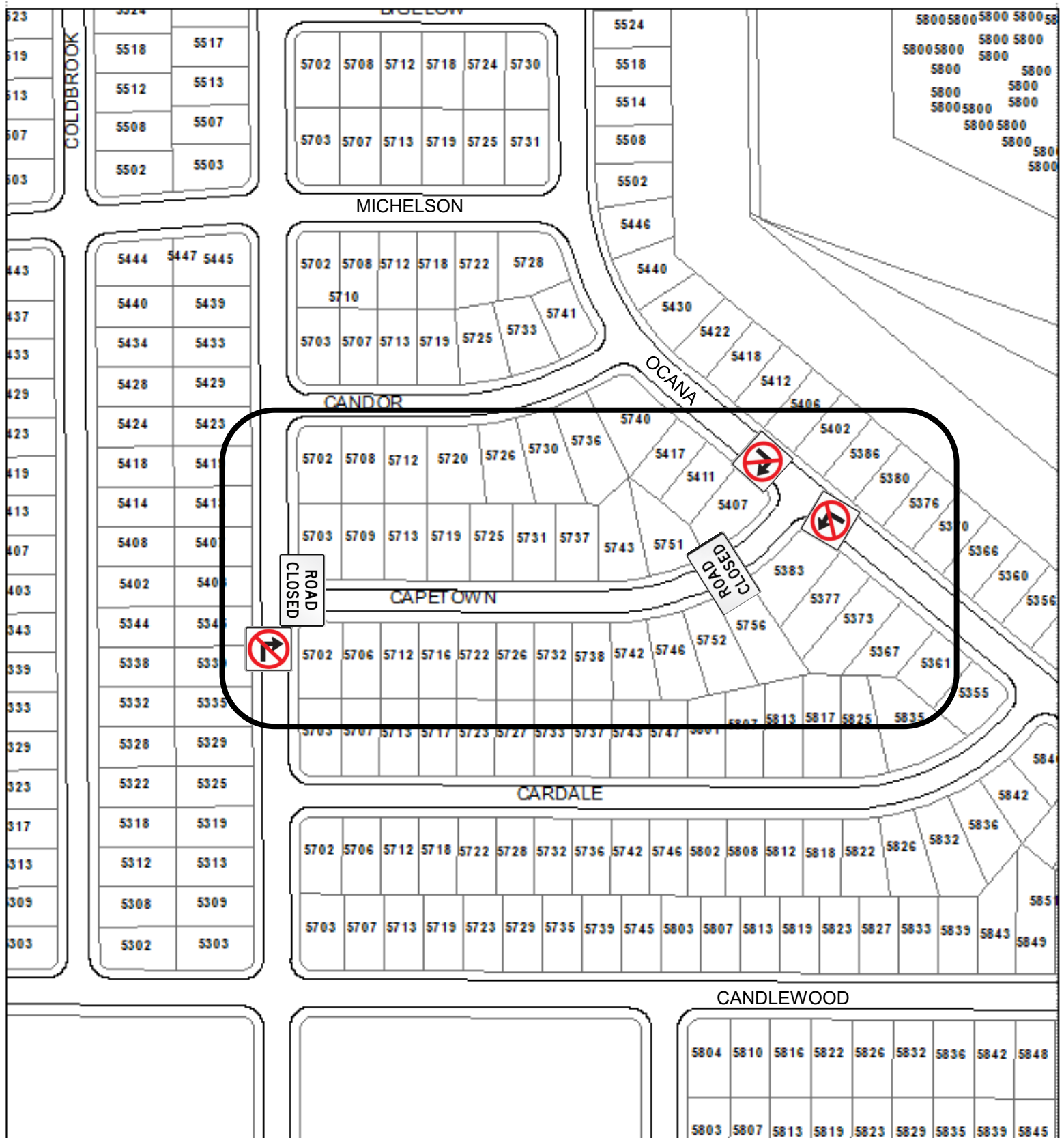
5702-5730 BIGELOW ST



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
4702-4832 BRIERCREST AVE



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
5702-5756 CAPETOWN ST

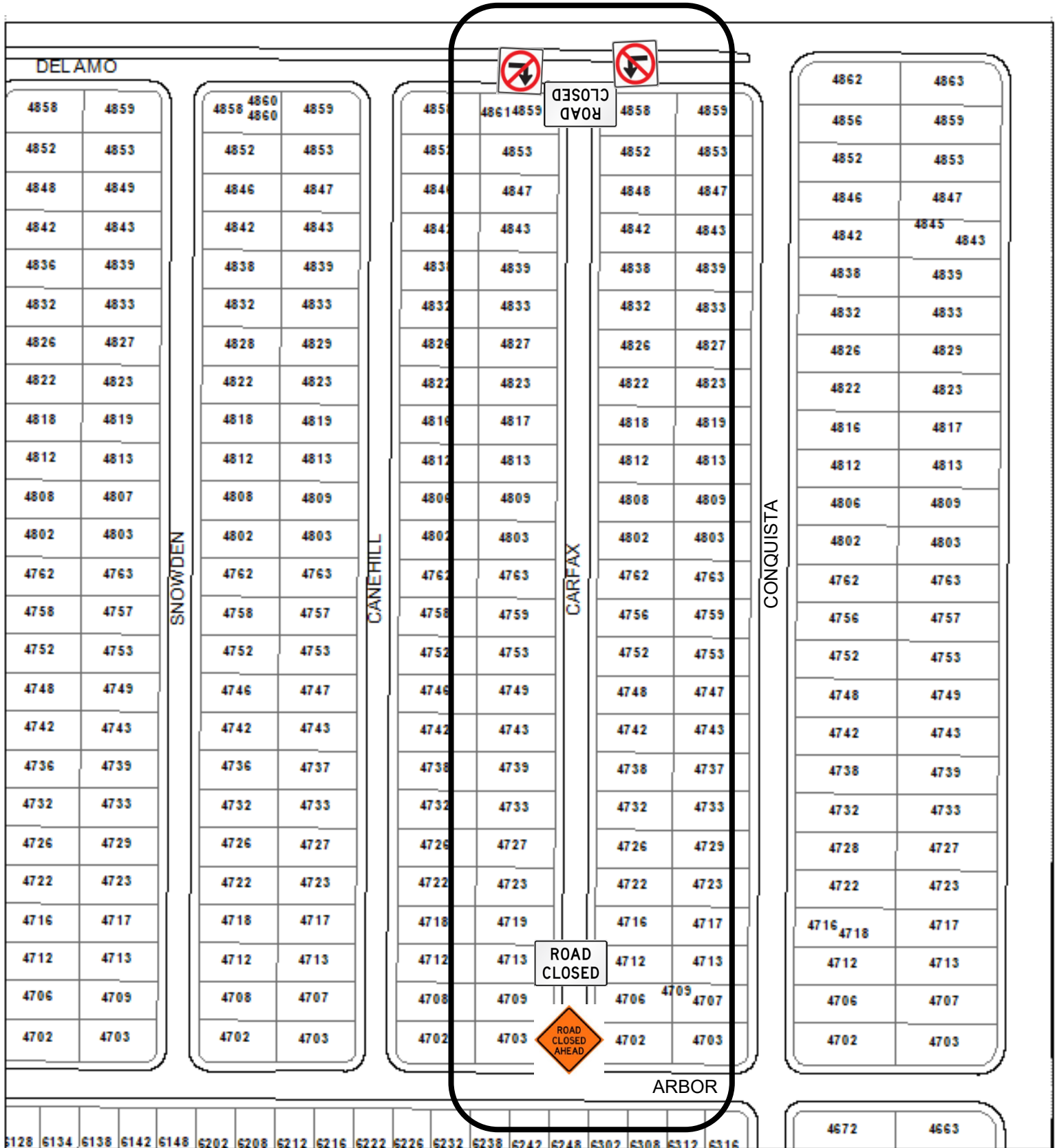


BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

4712-4861#2 CARFAX AVE

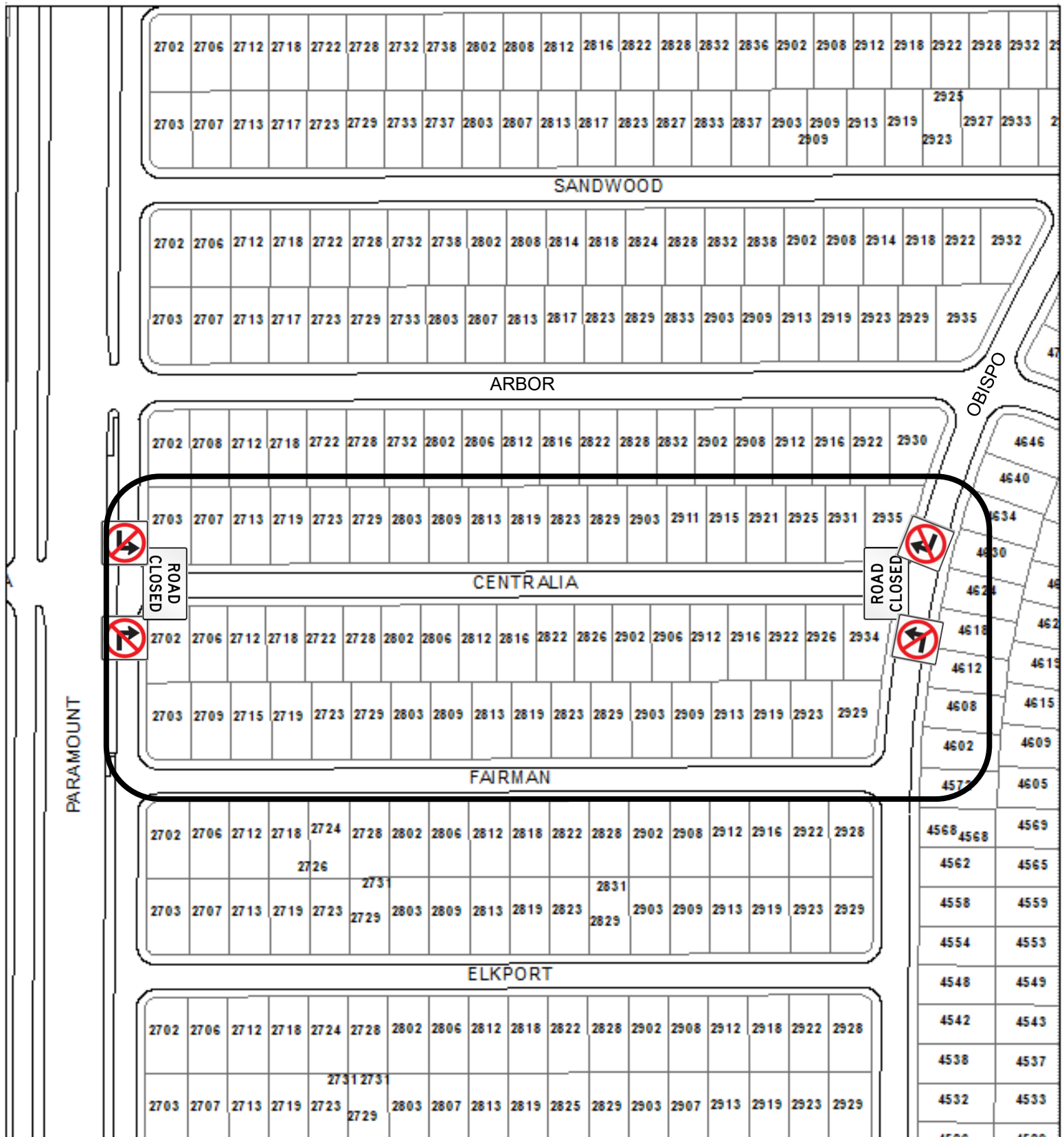


BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

2702-2935 CENTRALIA ST



BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

4702-4865 COLDBROOK AVE



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
6502-6543 DENMEAD ST



BLOCK PARTY

JULY 4TH, 2025

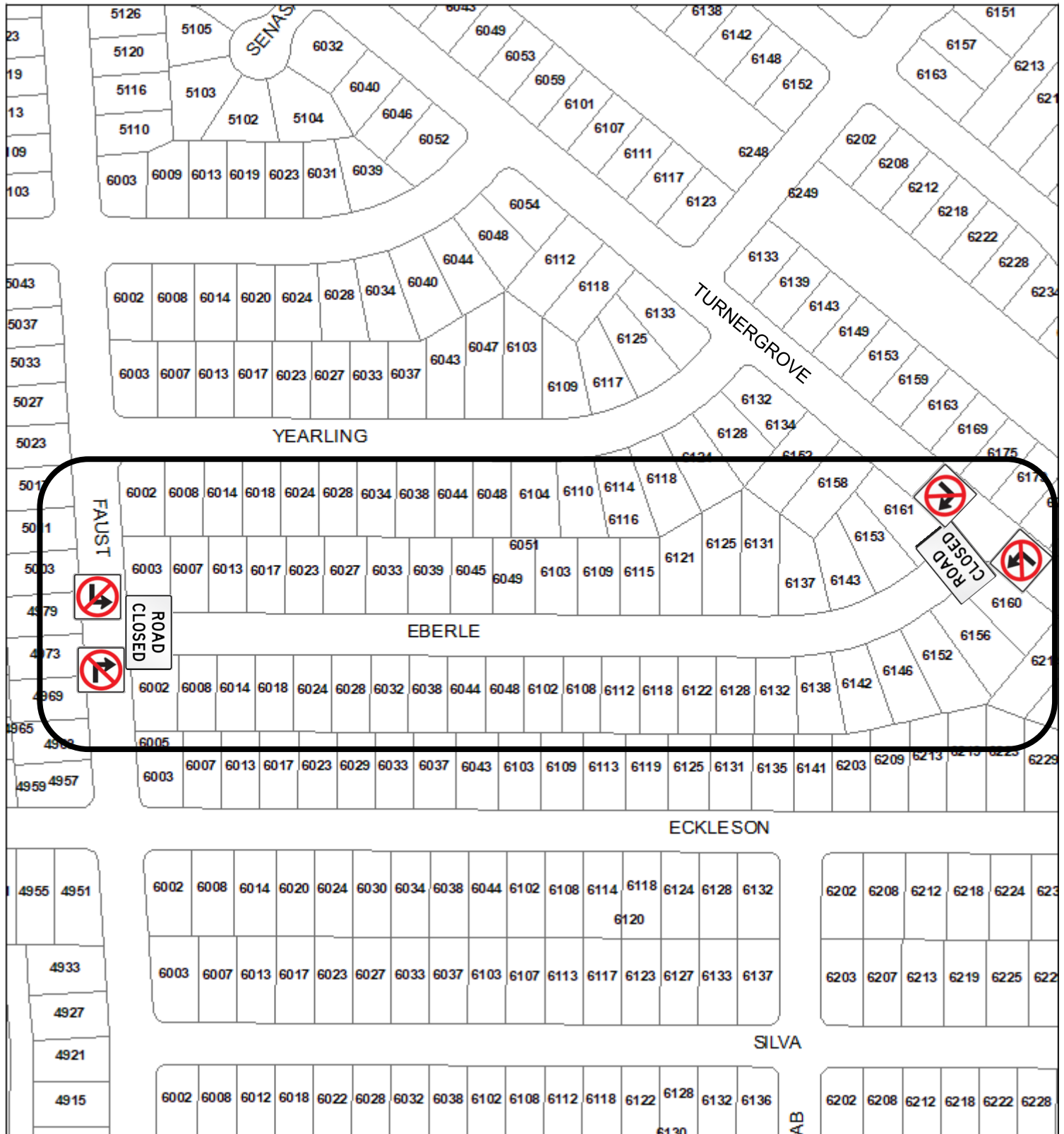
10AM TO 10PM

4502-4569 EASTBROOK INCLUDING

5701-5719 TANGLEWOOD ST



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
6002-6161 EBERLE ST



BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

6007-6155 FACULTY AVE INCLUDING

4715 & 4805 HEDDA ST



BLOCK PARTY

JULY 4TH, 2025

1PM TO 10PM

4932-5059 FIDLER AVE

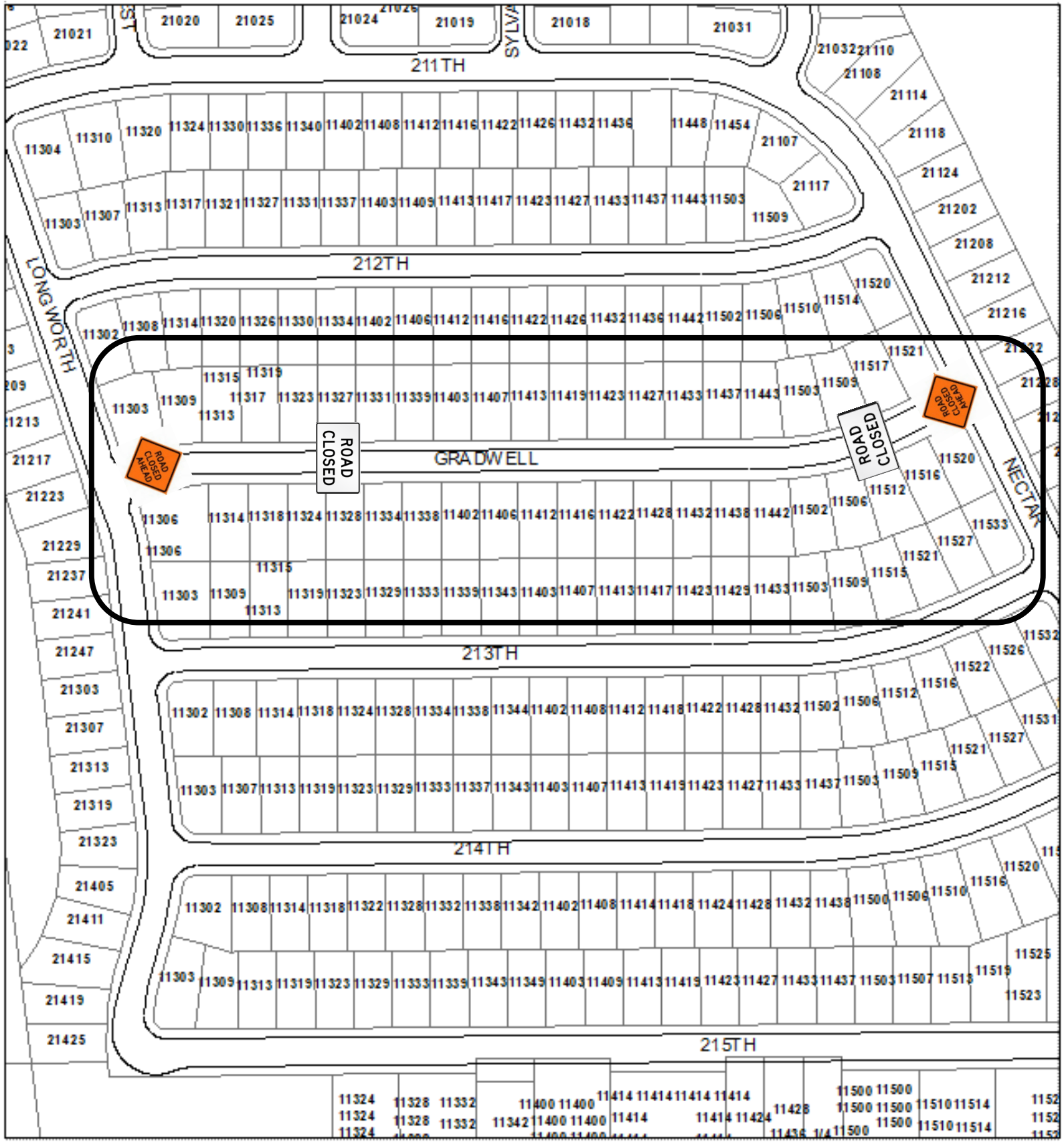


BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

11327-11512 GRADWELL ST

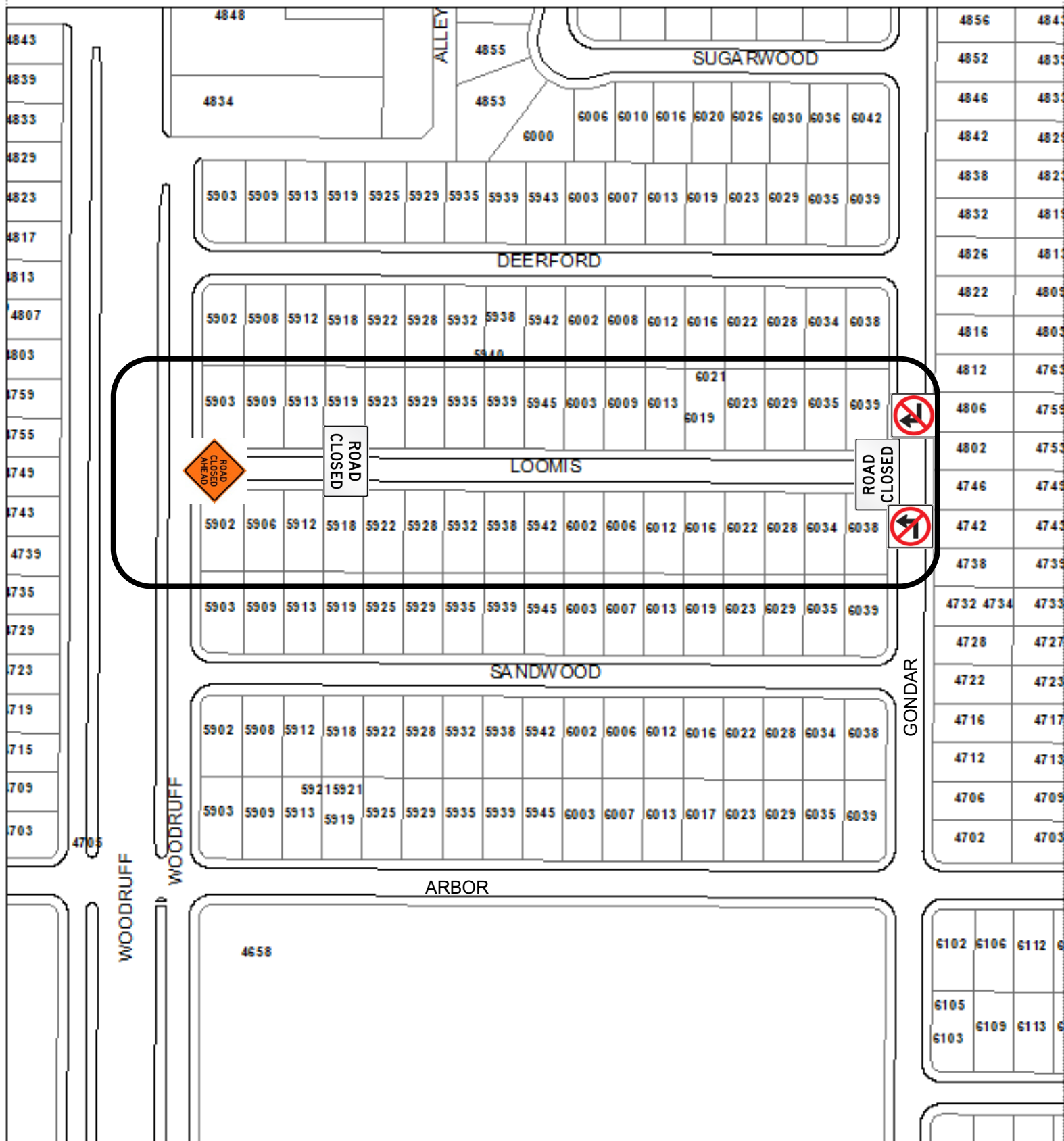


The map displays a grid of streets and house numbers. The streets shown are Arbor, Hackett, Iroquois, Josie, Knoxville, Ladoga, and Centralia. The map highlights a road closure on Josie Street, indicated by a thick black line and 'ROAD CLOSED' signs with arrows pointing in both directions. The closure is located between the intersection of Josie and Iroquois and the intersection of Josie and Knoxville. The map also shows various house numbers along these streets, such as 4656, 4657, 4652, 4653, 4648, 4647, 4642, 4643, 4638, 4637, 4632, 4633, 4626, 4629, 4622, 4623, 4618, 4617, 4612, 4613, 4608, 4607, 4602, 4603, 4562, 4563, 4558, 4557, 4552, 4553, 4548, 4547, 4542, 4543, 4538, 4537, 4532, 4533, 4528, 4527, 4522, 4523, 4518, 4517, 4512, 4513, 4508, 4507, 4502, 4503, 4458, 4459, 4456, 4457, 4452, 4453, 4448, 4449, 4446, 4447, 4442, 4443, 4438, 4437, 4432, 4433, 4428, 4427, 4422, 4423, 4418, 4417, 4412, 4413, 4408, 4407, 4402, 4403, 4358, 4357, 4352, 4353, 4348, 4347, 4342, 4343, 4338, 4337, 4332, 4333, 4328, 4327, 4322, 4323, 4318, 4317, 4312, 4313, 4308, 4307, 4302, 4303, 4258, 4257, 4252, 4253, 4248, 4247, 4242, 4243, 4238, 4237, 4232, 4233, 4228, 4227, 4222, 4223, 4218, 4217, 4212, 4213, 4208, 4207, 4202, 4203, 4158, 4157, 4152, 4153, 4148, 4147, 4142, 4143, 4138, 4137, 4132, 4133, 4128, 4127, 4122, 4123, 4118, 4117, 4112, 4113, 4108, 4107, 4102, 4103, 4058, 4057, 4052, 4053, 4048, 4047, 4042, 4043, 4038, 4037, 4032, 4033, 4028, 4027, 4022, 4023, 4018, 4017, 4012, 4013, 4008, 4007, 4002, 4003, 3958, 3957, 3952, 3953, 3948, 3947, 3942, 3943, 3938, 3937, 3932, 3933, 3928, 3927, 3922, 3923, 3918, 3917, 3912, 3913, 3908, 3907, 3902, 3903, 3858, 3857, 3852, 3853, 3848, 3847, 3842, 3843, 3838, 3837, 3832, 3833, 3828, 3827, 3822, 3823, 3818, 3817, 3812, 3813, 3808, 3807, 3802, 3803, 3758, 3757, 3752, 3753, 3748, 3747, 3742, 3743, 3738, 3737, 3732, 3733, 3728, 3727, 3722, 3723, 3718, 3717, 3712, 3713, 3708, 3707, 3702, 3703, 3658, 3657, 3652, 3653, 3648, 3647, 3642, 3643, 3638, 3637, 3632, 3633, 3628, 3627, 3622, 3623, 3618, 3617, 3612, 3613, 3608, 3607, 3602, 3603, 3558, 3557, 3552, 3553, 3548, 3547, 3542, 3543, 3538, 3537, 3532, 3533, 3528, 3527, 3522, 3523, 3518, 3517, 3512, 3513, 3508, 3507, 3502, 3503, 3458, 3457, 3452, 3453, 3448, 3447, 3442, 3443, 3438, 3437, 3432, 3433, 3428, 3427, 3422, 3423, 3418, 3417, 3412, 3413, 3408, 3407, 3402, 3403, 3358, 3357, 3352, 3353, 3348, 3347, 3342, 3343, 3338, 3337, 3332, 3333, 3328, 3327, 3322, 3323, 3318, 3317, 3312, 3313, 3308, 3307, 3302, 3303, 3258, 3257, 3252, 3253, 3248, 3247, 3242, 3243, 3238, 3237, 3232, 3233, 3228, 3227, 3222, 3223, 3218, 3217, 3212, 3213, 3208, 3207, 3202, 3203, 3158, 3157, 3152, 3153, 3148, 3147, 3142, 3143, 3138, 3137, 3132, 3133, 3128, 3127, 3122, 3123, 3118, 3117, 3112, 3113, 3108, 3107, 3102, 3103, 3058, 3057, 3052, 3053, 3048, 3047, 3042, 3043, 3038, 3037, 3032, 3033, 3028, 3027, 3022, 3023, 3018, 3017, 3012, 3013, 3008, 3007, 3002, 3003, 2958, 2957, 2952, 2953, 2948, 2947, 2942, 2943, 2938, 2937, 2932, 2933, 2928, 2927, 2922, 2923, 2918, 2917, 2912, 2913, 2908, 2907, 2902, 2903, 2858, 2857, 2852, 2853, 2848, 2847, 2842, 2843, 2838, 2837, 2832, 2833, 2828, 2827, 2822, 2823, 2818, 2817, 2812, 2813, 2808, 2807, 2802, 2803, 2758, 2757, 2752, 2753, 2748, 2747, 2742, 2743, 2738, 2737, 2732, 2733, 2728, 2727, 2722, 2723, 2718, 2717, 2712, 2713, 2708, 2707, 2702, 2703, 2658, 2657, 2652, 2653, 2648, 2647, 2642, 2643, 2638, 2637, 2632, 2633, 2628, 2627, 2622, 2623, 2618, 2617, 2612, 2613, 2608, 2607, 2602, 2603, 2558, 2557, 2552, 2553, 2548, 2547, 2542, 2543, 2538, 2537, 2532, 2533, 2528, 2527, 2522, 2523, 2518, 2517, 2512, 2513, 2508, 2507, 2502, 2503, 2458, 2457, 2452, 2453, 2448, 2447, 2442, 2443, 2438, 2437, 2432, 2433, 2428, 2427, 2422, 2423, 2418, 2417, 2412, 2413, 2408, 2407, 2402, 2403, 2358, 2357, 2352, 2353, 2348, 2347, 2342, 2343, 2338, 2337, 2332, 2333, 2328, 2327, 2322, 2323, 2318, 2317, 2312, 2313, 2308, 2307, 2302, 2303, 2258, 2257, 2252, 2253, 2248, 2247, 2242, 2243, 2238, 2237, 2232, 2233, 2228, 2227, 2222, 2223, 2218, 2217, 2212, 2213, 2208, 2207, 2202, 2203, 2158, 2157, 2152, 2153, 2148, 2147, 2142, 2143, 2138, 2137, 2132, 2133, 2128, 2127, 2122, 2123, 2118, 2117, 2112, 2113, 2108, 2107, 2102, 2103, 2058, 2057, 2052, 2053, 2048, 2047, 2042, 2043, 2038, 2037, 2032, 2033, 2028, 2027, 2022, 2023, 2018, 2017, 2012, 2013, 2008, 2007, 2002,

BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
4502-4563 LOMINA AVE



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
5918-6039 LOOMIS ST

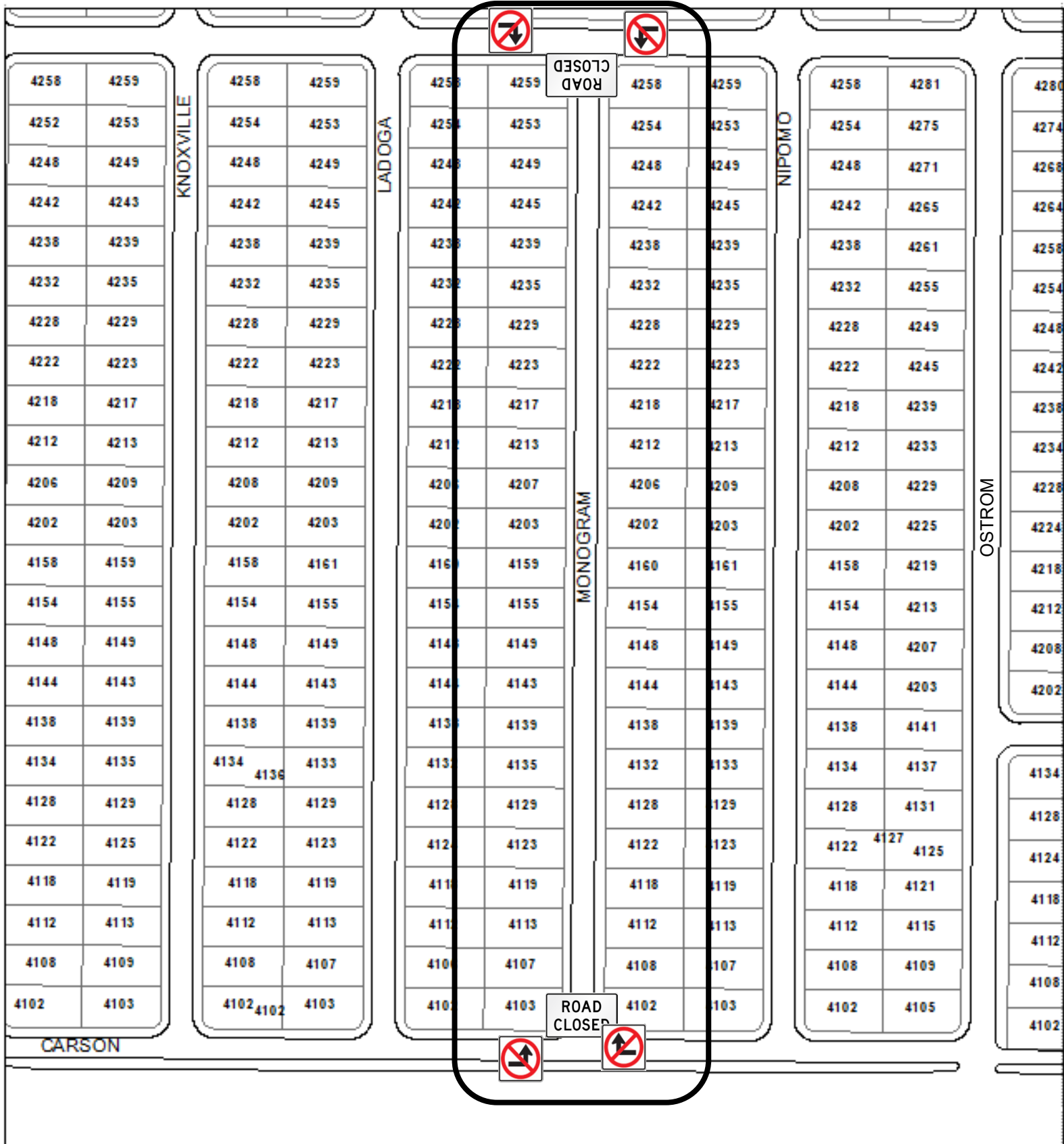


BLOCK PARTY

JULY 4TH, 2025

12PM TO 10PM

4102-4259 MONOGRAM AVE



BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

5502-5654 MONTAIR AVE



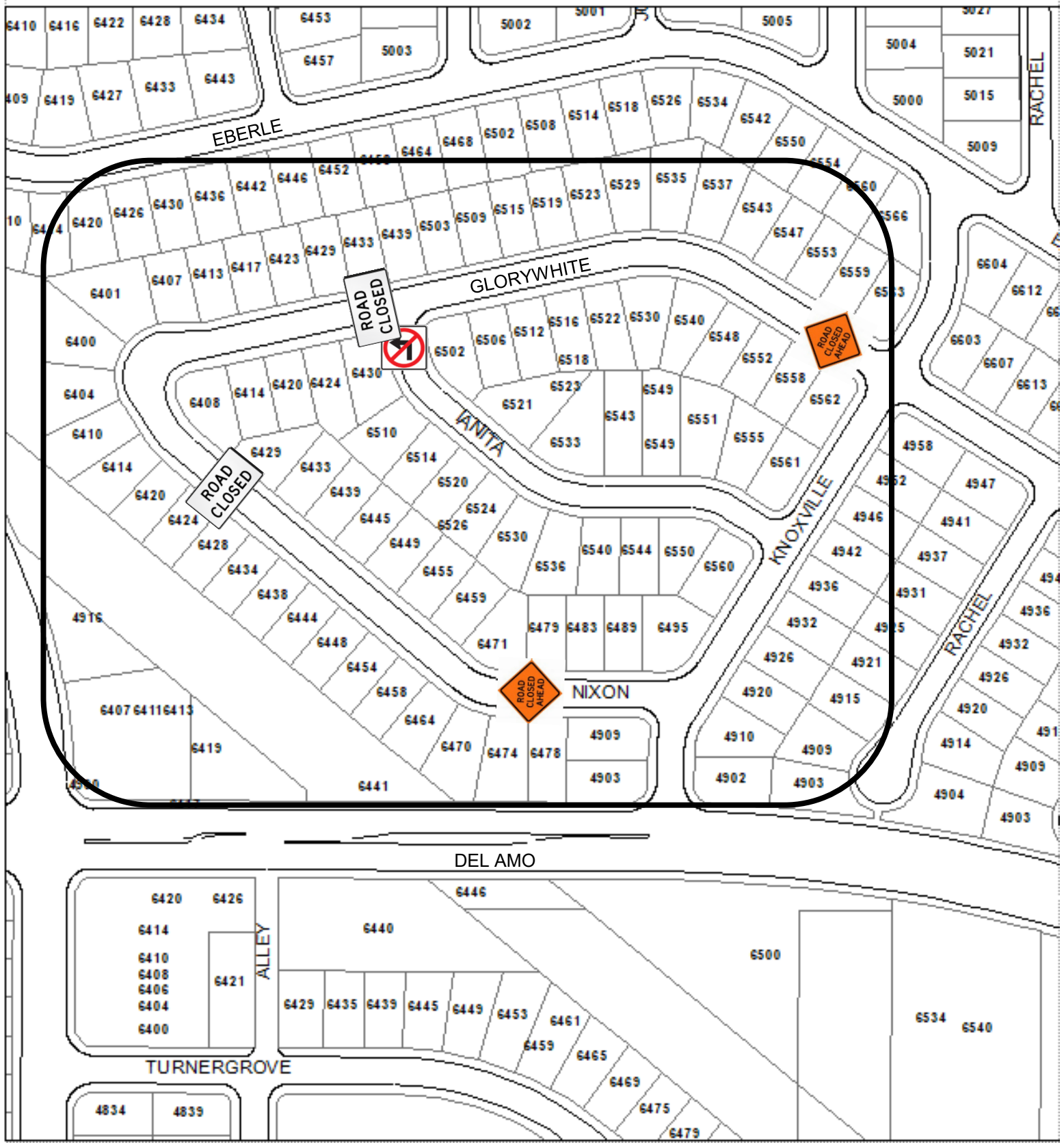
BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

6400-6424 NIXON ST INCLUDING

6401-6433 GLORYWHITE ST



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
4702-4863 OCANA AVE



BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

5502-5539 PEARCE AVE



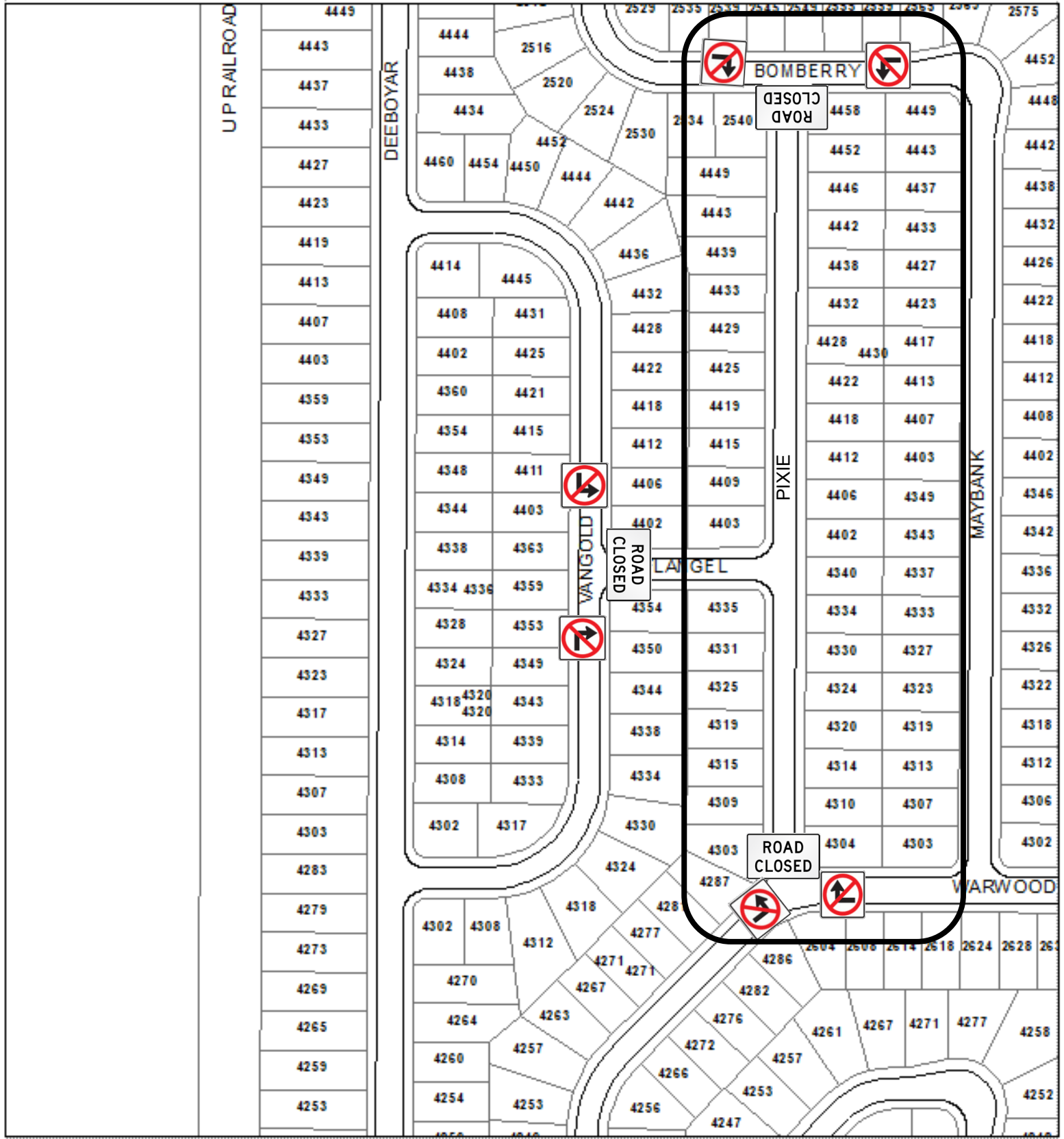
BLOCK PARTY

JULY 4TH, 2025

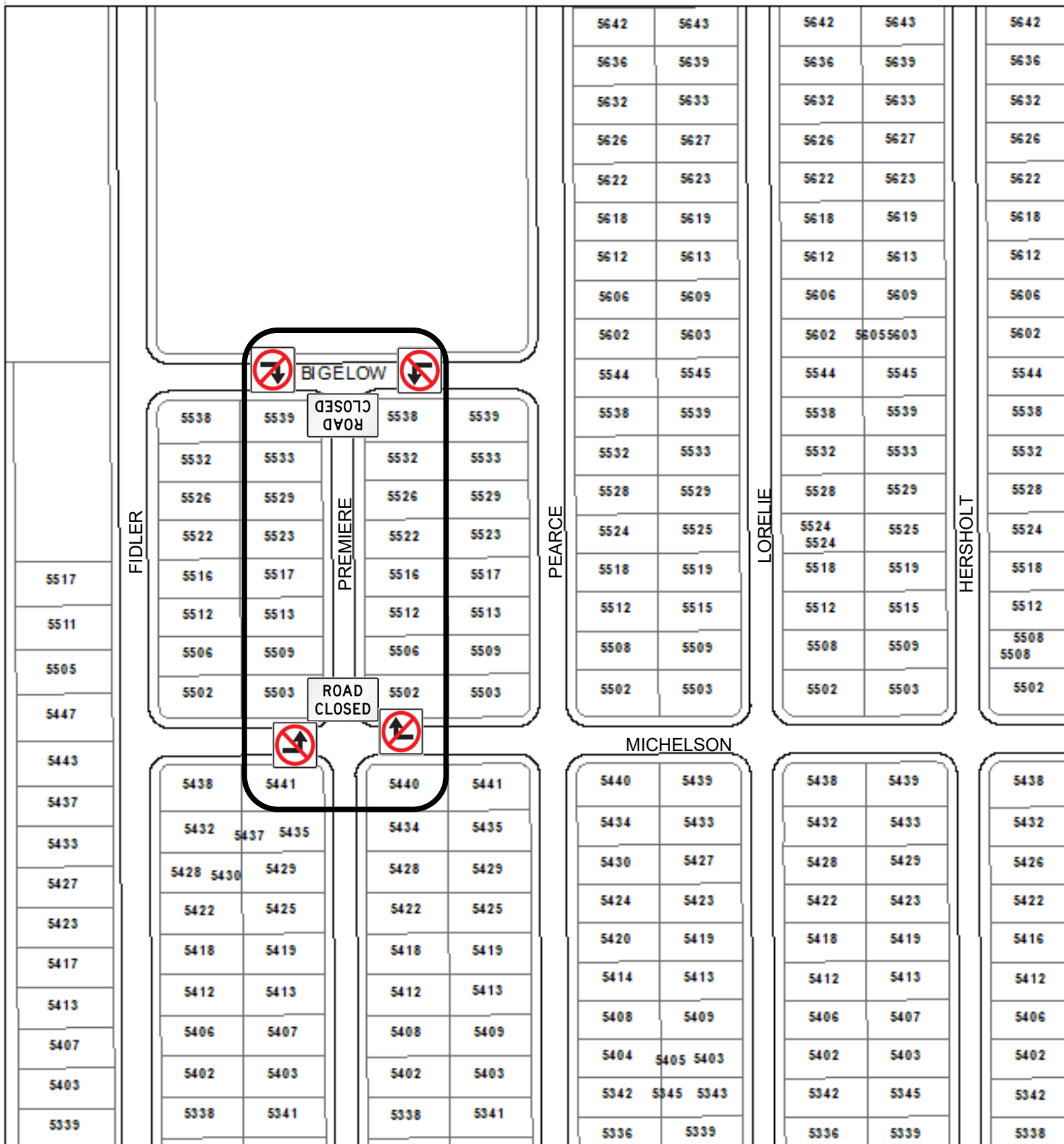
10AM TO 10PM

4303-4458 PIXIE AVE INCLUDING

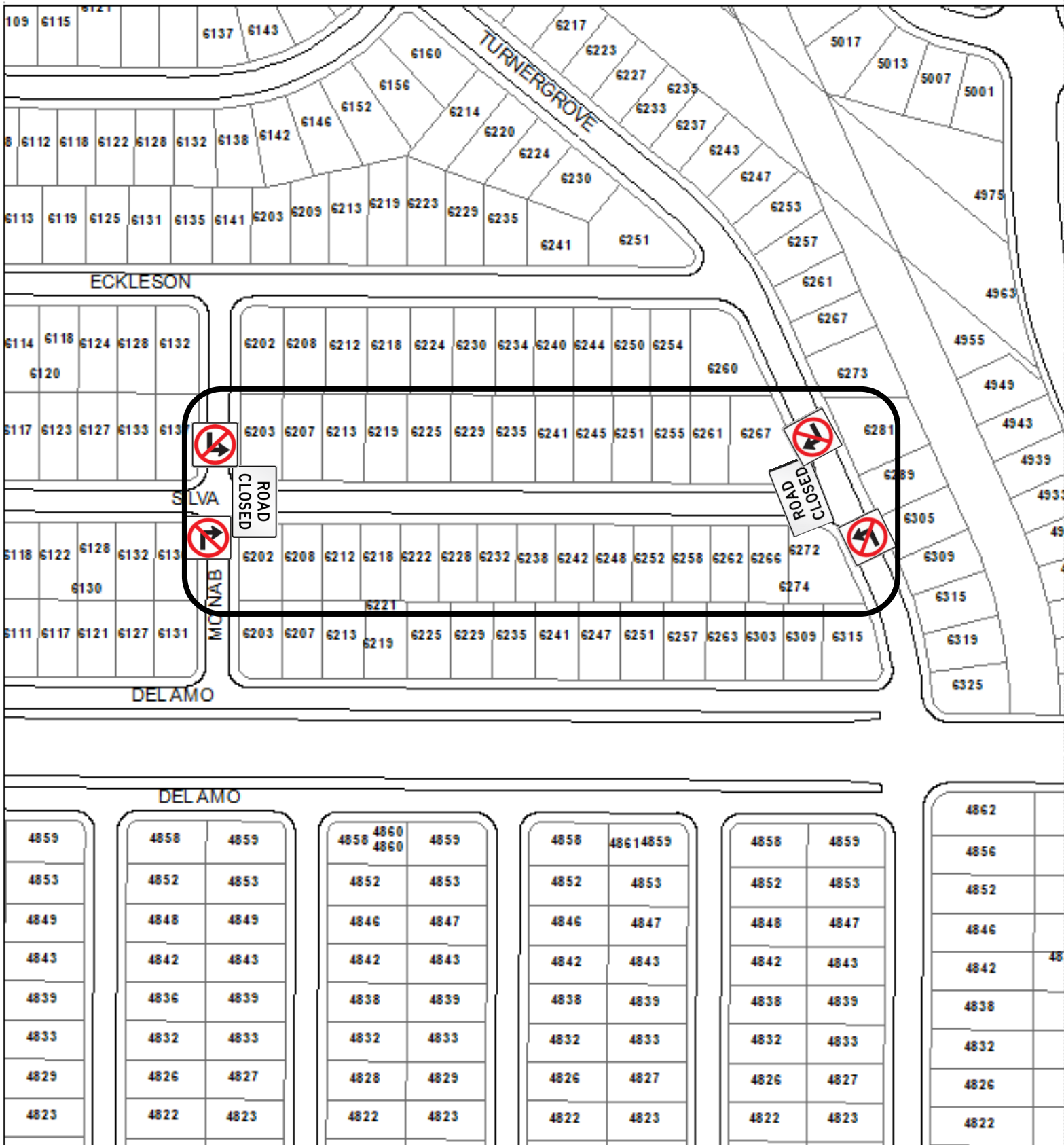
4354 & 4402 VANGOLD AVE



BLOCK PARTY
JULY 4TH, 2025
10AM TO 10PM
5502-5539 PREMIERE AVE



6202-6272 SILVA ST



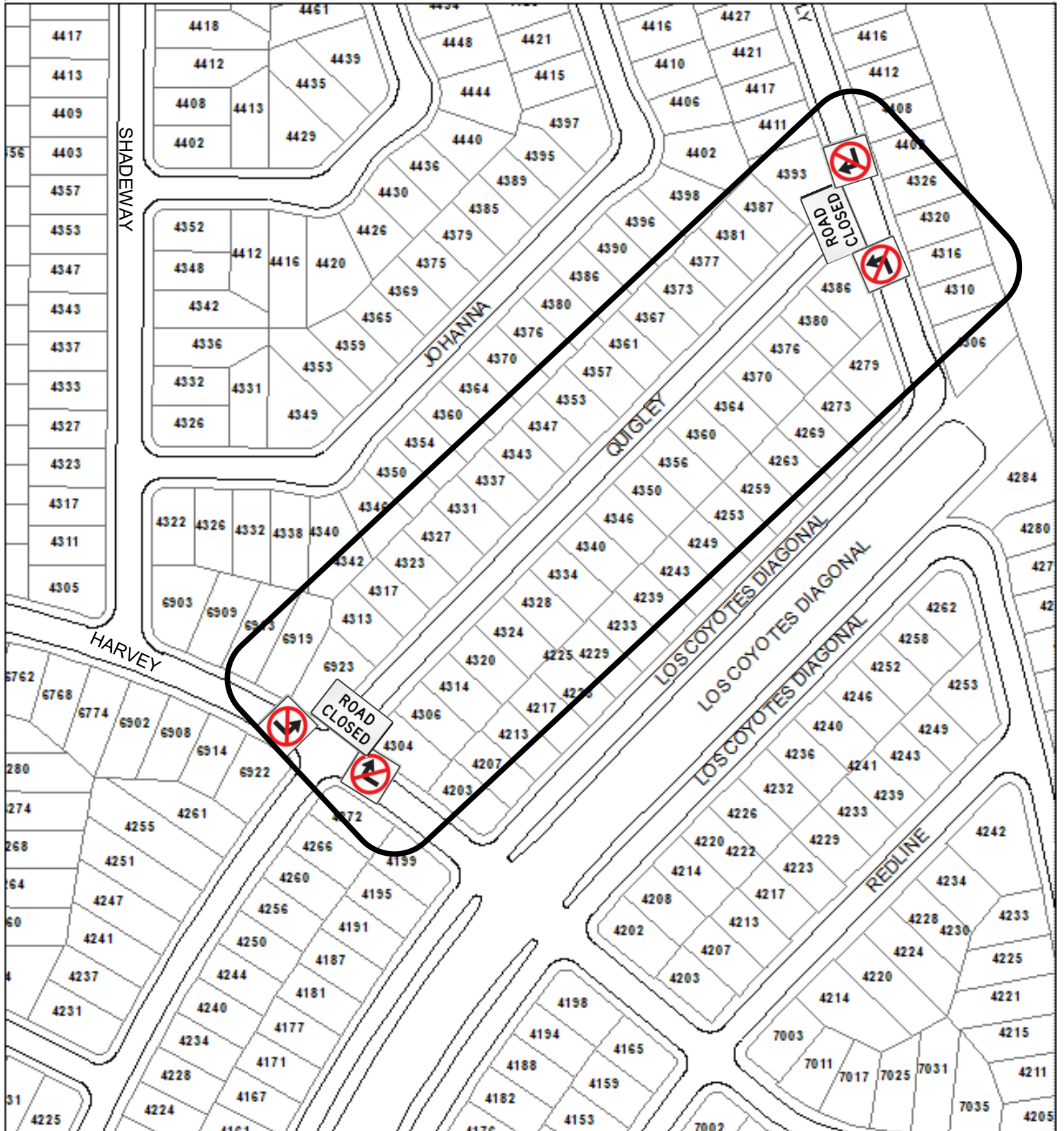
BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

4304-4393 QUIGLEY AVE INCLUDING

6923 HARVEY WAY



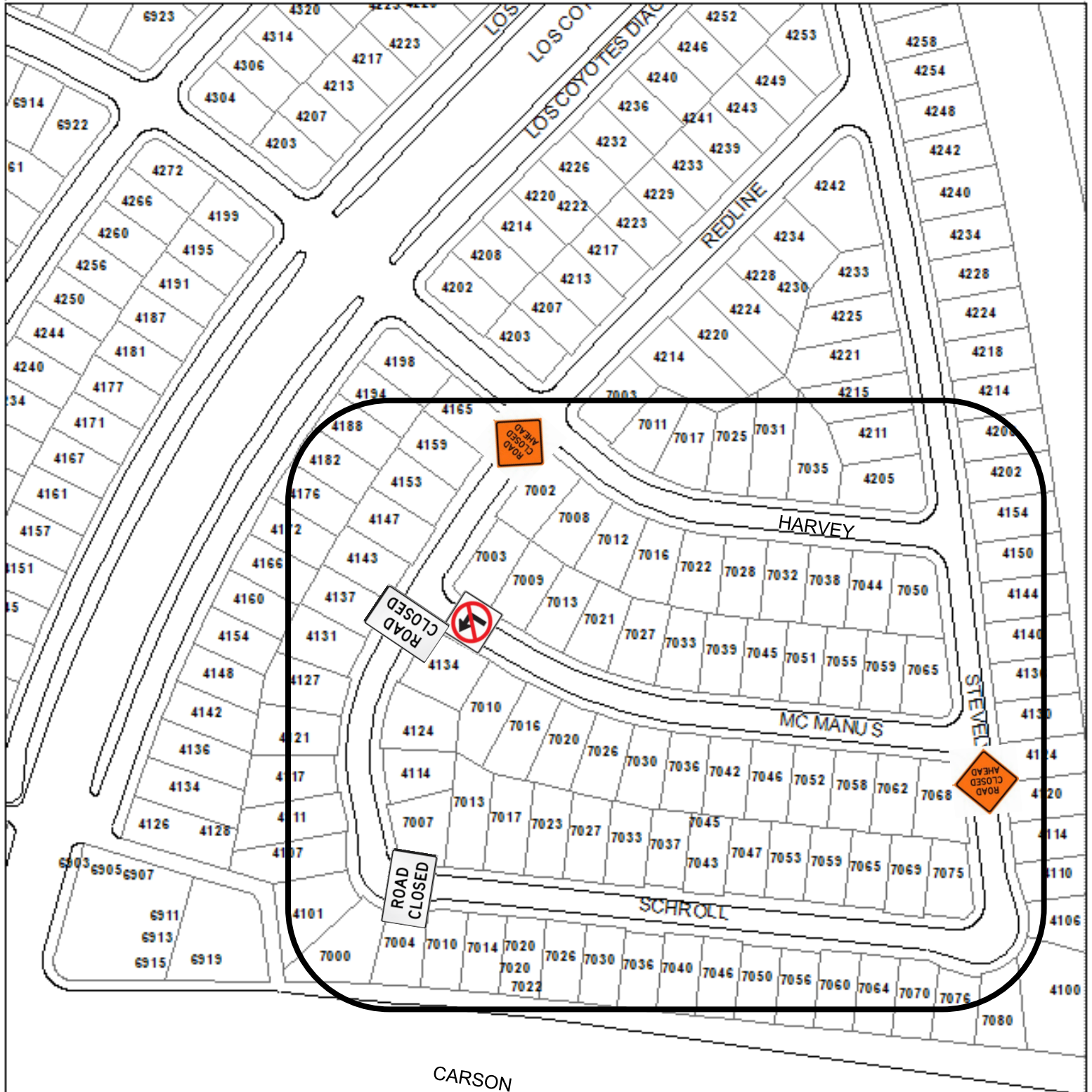
BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

4101-4137 REDLINE DR INCLUDING

7000 & 7007 SCHROLL ST



BLOCK PARTY

JULY 4TH, 2025

10AM TO 9PM

4702-4859 SNOWDEN AVE



BLOCK PARTY

JULY 4TH, 2025

10AM TO 10PM

5807-5939 WHITEWOOD AVE



DIVIDER SHEET

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Community Safety Commission Recommendation – Disabled Person Parking

INTRODUCTION

The Community Safety Commission met on May 5 to consider various community safety matters that included the consideration of a request for a disabled person parking space at 4859 Snowden Avenue.


STATEMENT OF FACT

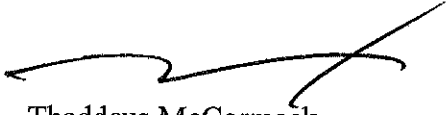
The Public Works Department received a request for a disabled person parking space at 4859 Snowden Avenue. The resident stated that her husband and her daughter are both disabled and she drives them. They have valid placards issued to the address. The resident parks on the street because the driveway is too short to park in. She stated that street parking is often limited at night and on weekends. Staff observed the location, checked the placard numbers, and recommended installation of a space.

The Community Safety Commission, at their regular meeting on May 5, approved recommending installation.

RECOMMENDATION

The Community Safety Commission recommends that the City Council adopt the attached resolution authorizing installation of a disabled person designated parking space at 4859 Snowden Avenue.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ESTABLISHING DISABLED PERSON
DESIGNATED PARKING ON THE SOUTH SIDE THE SOUTH
SERVICE ROAD OF DEL AMO BOULEVARD WITHIN THE
CITY OF LAKEWOOD

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. This Resolution is enacted pursuant to Section 21458 and 22507 of the Vehicle Code of the State of California, and Section 3250.2 of the Lakewood Municipal Code.

SECTION 2. Disabled person designated parking is hereby established on the south side of the south service road of Del Amo Boulevard, beginning sixty one (61) feet west of the west curb line of Snowden Avenue, continuing west for a distance of twenty (20) feet within the City of Lakewood. No vehicle shall stop, stand or park in said parking restriction unless displaying a special identification license plate or placard issued by the Department of Motor Vehicles pursuant to Section 22511.55 of the California Vehicle Code.

SECTION 3. This resolution shall be effective as long as said restriction is painted and posted in accordance with the requirements of Vehicle Code Section 22511.7 of the California Vehicle Code. In addition, this resolution shall be in effect only as long as Charles Bean or Sofia Bean, physically disabled persons, occupies the house at 4859 Snowden Avenue.

SECTION 4. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED this 10th day of June, 2025.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Notice of Completion – FY 24/25 CDBG ADA Ramp Replacements; PW Project 25-03

INTRODUCTION


The general scope of work for this project was the removal/disposal of thirty (30) existing concrete ADA curb ramps and replacement with new ramps that comply with the latest applicable code requirements.

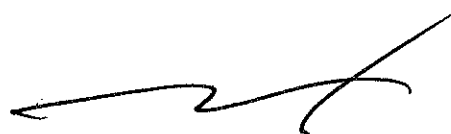
STATEMENT OF FACT

On February 25, 2025, Council adopted the project specifications and awarded a public works contract to low bidder CJ Concrete for PW Project 2025-03. The low bid amount was \$222,000 which was beyond the project budget of \$200,000. A deductive change order was issued at the time of the award which reduced the contract amount by \$42,000, resulting in a revised contract amount of \$180,000. The remaining project budget of \$20,000 was authorized for construction contingency. No change orders were issued during construction and therefore the final contract amount remained unchanged at \$180,000. The work was substantially completed March 28, 2025, and was followed by the submission/review of labor compliance documentation as required by CDBG funding guidelines.

RECOMMENDATION

That the City Council accept the work by CJ Concrete for “FY 24/25 CDBG ADA Ramp Replacements; PW Project 25-03” in the amount of \$180,000 and authorize the City Clerk to file the Notice of Completion for the project.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

D I V I D E R S H E E T

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Notice of Completion – Civic Center Improvements at Community Development/Public Works Counter; PW Project 23-02

INTRODUCTION

The general scope of work for this project consisted of site demolition, new public counters and associated cabinetry, storage cabinetry, carpet installation, existing storefront modifications/restoration, electrical/data/telephone modifications, wall reconfiguration, drywall finishing/painting, ceiling T-bar system modifications, and other miscellaneous interior improvements throughout City Hall.

STATEMENT OF FACT

On May 23, 2023, Council adopted the project plans, specifications and working details, and awarded a public works contract to low bidder, Empire Design & Build, for PW Project 2023-02. The contract was awarded for the low bid amount of \$326,000, and staff were given advanced authorization to approve change orders in a total amount not to exceed \$65,000 (project contingency).

The initial project scope consisted of improvements focused on the Community Development (CD) and Public Works (PW) departments at City Hall and was predominantly funded by a state planning grant that was applied by and awarded to the City for use on expenditures aimed at enhancing municipal building permit process efficiency. Concurrently with this project's construction, staff was also in the early stages of design for a comprehensive City Hall office refresh project. As that design progressed, it was evident that the nature of the improvements for the remaining departmental spaces would be similar in nature to the scope of work being performed for the CD-PW Counter project. Rather than finalize a separate design package and construction contract procurement for the overall City Hall project, staff worked with the on-call architect, Dahlin, to produce detail drawings for the remaining departments at City Hall that could be used to negotiate change orders for extra work to be added to the ongoing construction contract.

On October 24th, 2023, Council authorized staff to execute a change order (CO #6 – Phase 2) in the amount of \$522,250 with an additional authorization of \$130,000 for project contingency for additional improvements in the Community Development and Finance-Administrative Services departments. On January 23rd, 2024, Council authorized an additional \$56,000 of project contingency for additional costs associated with the second phase. On June 25th, 2024, Council authorized staff to execute a change order (CO #13 – Phase 3) in the amount of \$711,000 with an additional authorization of \$110,000 for additional improvements in the City Clerk, Personnel, and Recreation and Community Services departments. In total, the authorized contract amount was \$1,920,249.


June 10, 2025

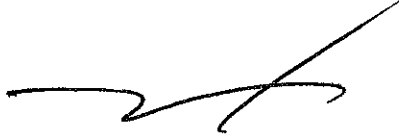
Page 2 of 2

Through the project duration, 23 change orders were executed in a total cumulative amount of \$1,547,802.32. Including \$324,375 of authorized work/payment associated with the original contract bid amount of \$326,000, the revised contract amount comes out to \$1,872,177.32. Aside from the previously mentioned extra work change orders for improvements to the other City Hall departmental spaces, the remaining change orders were the result of unforeseen conditions discovered during construction and/or additional improvements deemed necessary to complete the scope of work. The work was substantially completed in early April 3, 2025, and was followed by punch-list corrective repairs and project documentation closeout

RECOMMENDATION

That the City Council adopt the plans, specifications, and working details as-built for the subject project and accept the work by Empire Design & Build for “Civic Center Improvements at Community Development/Public Works Counter; PW Project 23-02” in the amount of \$1,872,177.32 and authorize the City Clerk to file the Notice of Completion for the project.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of a Resolution Listing Proposed Projects using SB 1 FY 25-26 Funds

INTRODUCTION

Senate Bill 1, the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA), was enacted to address basic road maintenance, rehabilitation, and critical safety needs on highways and local streets, which is funded through a per-gallon fuel tax and vehicle registration fees. To receive and spend revenue from SB 1, the City must adopt a resolution setting forth planned projects for this year's allocation.

STATEMENT OF FACTS

The City of Lakewood is projected to receive \$ 2,228,774 in RMRA funds in Fiscal Year 2025-2026. The City's Pavement Management System was used to assist, along with field review, in selecting and prioritizing the street segments to pave with the FY 25-26 funding.

In order to receive funding, the State requires the City to adopt a resolution setting forth planned projects for this year's allocation. Accordingly, the proposed resolution recommends paving the street segments listed in the below table using RMRA funds. However, the City can subsequently revise the list and substitute other eligible projects should the City so desire.

Proposed Projects for FY 25-26:

Street and Project Description	Street	Segment	Estimated Useful Life	Planned Const.	Estimated Cost
Street Pavement Maintenance	Studebaker Rd	Del Amo Blvd to Centralia St	25-30 Years	FY-26	\$925,000
	Palo Verde Ave	Candlewood St to Carson St	25-30 Years	FY-26	\$1,650,000
	Centralia St	Bellflower Blvd to Shadeway Rd	25-30 Years	FY-26	\$1,050,000
	Lakewood Blvd	Del Amo Blvd to Northerly City Limits	25-30 Years	FY-26	\$2,700,000
	Candlewood St	Woodruff Ave to Bellflower Blvd	25-30 Years	FY-26	\$285,000
	Rocket St	Bellflower Blvd to East End	25-30 Years	FY-26	\$215,000
	Adenmoor Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$270,000

Street and Project Description	Street	Segment	Estimated Useful Life	Planned Const.	Estimated Cost
	Briercrest Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$280,000
	Coldbrook Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$315,000
	Dunrobin Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$280,000
	Eastbrook Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$280,000
	Ibbetson Ave	South End to Ashworth St	25-30 Years	FY-26	\$250,000
	Hedda St	Ibbetson Ave to La Jara St	25-30 Years	FY-26	\$50,000
	La Jara St	Hedda St to Ibbetson Ave	25-30 Years	FY-26	\$50,000
	Briercrest Ave	Centralia St to Arbor Rd	25-30 Years	FY-26	\$170,000
	Coldbrook Ave	Centralia St to Arbor Rd	25-30 Years	FY-26	\$140,000
	Alley South of South St	Alley West of Bellflower to Bellflower	25-30 Years	FY-26	\$60,000
	Alley South of South St	Bellflower to Alley West of Bellflower	25-30 Years	FY-26	\$60,000
	Alley West of Bellflower	Alley South of South St to South St	25-30 Years	FY-26	\$60,000
	Alley East of Bellflower	Alley South of South St to South St	25-30 Years	FY-26	\$60,000
	Alley West of Bellflower	South St to Alley North of South St	25-30 Years	FY-26	\$60,000
	Alley North of South St	Alley West of Bellflower to Bellflower	25-30 Years	FY-26	\$60,000
				Total	\$9,270,000

STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2025-2026 funds.

Kelli Pickler
Director of Public Works

Thaddeus McCormack
City Manager

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$2,228,774 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate two street segments, two sidewalk segments throughout the City this year and similar projects in the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "Very Good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "Excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to City residents.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Lakewood, California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Street	Segment	Estimated Useful Life	Planned Const.	Estimated Cost
Street Pavement Maintenance	Studebaker Rd	Del Amo Blvd to Centralia St	25-30 Years	FY-26	\$925,000
	Palo Verde Ave	Candlewood St to Carson St	25-30 Years	FY-26	\$1,650,000
	Centralia St	Bellflower Blvd to Shadeway Rd	25-30 Years	FY-26	\$1,050,000
	Lakewood Blvd	Del Amo Blvd to Northerly City Limits	25-30 Years	FY-26	\$2,700,000
	Candlewood St	Woodruff Ave to Bellflower Blvd	25-30 Years	FY-26	\$285,000
	Rocket St	Bellflower Blvd to East End	25-30 Years	FY-26	\$215,000
	Adenmoor Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$270,000
	Briercrest Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$280,000
	Coldbrook Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$315,000
	Dunrobin Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$280,000
	Eastbrook Ave	Rocket St to Ashworth St	25-30 Years	FY-26	\$280,000
	Ibbetson Ave	South End to Ashworth St	25-30 Years	FY-26	\$250,000
	Hedda St	Ibbetson Ave to La Jara St	25-30 Years	FY-26	\$50,000
	La Jara St	Hedda St to Ibbetson Ave	25-30 Years	FY-26	\$50,000
	Briercrest Ave	Centralia St to Arbor Rd	25-30 Years	FY-26	\$170,000
	Coldbrook Ave	Centralia St to Arbor Rd	25-30 Years	FY-26	\$140,000
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	Alley West of Bellflower	South St to Alley North of South St	25-30 Years	FY-26	\$60,000
	Alley North of South St	Alley West of Bellflower to Bellflower	25-30 Years	FY-26	\$60,000
				Total	\$9,270,000

SECTION 1. The Director of Public Works is hereby authorized to undertake such acts as are necessary to carry out this Resolution.

SECTION 2. The City Clerk is directed to certify the adoption of this resolution.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

D I V I D E R S H E E T

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Daylighting Parking Fines

STATEMENT OF FACT

The City currently does not have a formally adopted parking fine specific to violations of California Vehicle Code Section 22500(n)(1)(A), as amended by the Legislature. The proposed fine would authorize the City to cite vehicles parked within the prohibited 20-foot distance from a crosswalk, as defined in the referenced section. The recommended fine amount of \$45.00 aligns with other safety-related violations in the City's bail schedule and is intended to serve as a deterrent to such infractions.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached resolution establishing a \$45.00 fine for daylighting parking violations and incorporating the fine into the City's Parking Violation Bail Schedule



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD TO AMEND THE LAKEWOOD PARKING VIOLATION BAIL SCHEDULE TO INCLUDE A PARKING PENALTY FOR VIOLATIONS OF CALIFORNIA VEHICLE CODE SECTION 22500(n)(1)(A) - "DAYLIGHTING" REGULATION

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Lakewood does hereby find and determine that it is necessary to amend the bail schedule.

A. The City does not currently have a parking fine that addresses California Vehicle Code section 22500 (n)(1)(A) as amended by the Legislature.

B. This fine would allow the City to cite vehicles for parking in violation of the minimum distance of 20 feet from a crosswalk as defined within the above-stated vehicle code section.

C. The fine amount is consistent with other safety-related sections and is intended to be a deterrent to vehicles parking in violation of the vehicle code.

D. Accordingly, the fine amount is hereby established at \$45.00 per violation.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of the Resolution of the City Council of the City of Lakewood Approving the Application for the Land and Water Conservation Fund for the City of Lakewood's Bloomfield Park Improvement Project

INTRODUCTION

The Land and Water Conservation Fund (LWCF) is a United States federal program established in 1964 through an act of Congress. It was created to assist states in planning, acquisition, and development of recreation lands, providing recreational opportunities across the country. Funds allocated to California are administered by the Department of Parks and Recreation Office of Grants and Local Services. Funds are currently available, and the City of Lakewood is eligible to apply. The grant application requires a City Council resolution to initiate the application process.

STATEMENT OF FACT

Funding is being sought for an improvement project at Bloomfield Park, which includes the construction of a new pickleball facility with eight fully lighted courts, equipment, site amenities, and integrated shade. The project also involves refurbishing the existing basketball courts, including wall demolition, resurfacing, restriping, and replacement of outdated basketball standards.

Staff have obtained rough order of magnitude estimates from reputable design teams, with total project costs estimated at \$2,000,000. The LWCF grant requires a 50% funding match, meaning the city would contribute \$1,000,000, with the remaining \$1,000,000 reimbursed through the grant. As the grant is reimbursement-based, the city must have full cash flow available to fund the project upfront. Applications are due by August 5, 2025. If awarded, the city will have five years to complete the project.

RECOMMENDATION

It is the recommendation of staff that the City Council approve the Resolution of the City Council of the City of Lakewood Approving the Application for the Land and Water Conservation Fund for the City of Lakewood's Bloomfield Park Improvement Project.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2025-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD APPROVING THE APPLICATION FOR THE
LAND AND WATER CONSERVATION FUND FOR THE CITY
OF LAKEWOOD'S BLOOMFIELD PARK IMPROVEMENT
PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakewood hereby:

1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; City of Lakewood - Bloomfield Park Improvement Project
2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Appoints the Director of Recreation and Community Services as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Approval of Memoranda of Understanding for Proposition A Discretionary Grant Program for Collecting and Reporting Data for the National Transit Database for Report Years 2021 and 2022

INTRODUCTION

In 2018, the City of Lakewood began an agreement to participate in the Proposition A Discretionary Incentive Grant Program for collecting and reporting DASH Transportation data for the National Transit Database through the Los Angeles County Metropolitan Transportation Authority (LACMTA). In 2023 and 2024, LACMTA approved transit fund allocation payments to all cities that voluntarily reported NTD data for 2021 and 2022, respectively. Through a memorandum of understanding with LACMTA, the City of Lakewood continues to collect and report data to extend this relationship.

STATEMENT OF FACT


The City of Lakewood has been collecting and reporting NTD statistics from its DASH Transportation demand response transit service and submitting them to LACMTA since 2018. Through this program, the City of Lakewood has received two approved transit fund allocation payments to use for the DASH Transportation program. The Recreation and Community Services Department has used those funds to purchase senior services scheduling software that includes a transportation scheduling and reservation element for the DASH Transportation program, and a contracted cleaning and detailing company that washes and details the city's fleet of six vans and six buses, on a more frequent basis.

LACMTA has agreed to pay up to \$53,420 to support transit funds in reporting year 2021 and \$36,602 committed for reporting year 2022 has been given via the attached memoranda of understanding. Staff intend to continue to utilized these funds to support the transit software program in support of DASH routes and client management. Funds for reporting year 2021 must be expended by June 30, 2026 and for reporting year 2022 by June 30, 2027.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the mayor sign the Memoranda of Understanding for Proposition A Discretionary Grant Program for Collecting and Reporting Data for the National Transit Database for Report Years 2021 and 2022, so as to continue to collect and report National Transit Database statistics and receive approved transit allocation funds in return in the amount of \$53,420 and \$36,602 for reporting years 2021 and 2022, respectively.

Valarie Frost, Director VF
Recreation and Community Services


Thaddeus McCormack
City Manager

MOUPAILAKE23000

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2021**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2023 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lakewood (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2022-23 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2020-21; and

WHEREAS, the City has voluntarily submitted their FY2020-21 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2020-21 Report Year (the "Project"); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2022-23 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2023**, through **June 30, 2026** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2020-21 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2020-21 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2021**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2020-21 NTD statistics. LACMTA shall pay the City for submitting the FY 2020-21 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 43,500 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.56852457757242847 per revenue vehicle mile. See Attachment A for detail.

ARPA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$28,689 in ARPA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2026**, in the amount of **\$53,420** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAILAKE23000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:
Lakewood
5050 Clark Ave
Lakewood, CA 90712
Attn: Valarie Frost
VFrost@lakewoodcity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Lakewood

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Legal Counsel

DAWYN R. HARRISON
County Counsel

By: 
Deputy

Date: _____

Date: 8/25/23

MOUPAILAKE24000

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2022**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2024 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lakewood (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 22, 2023 meeting, LACMTA approved the Fiscal Year FY 2023-24 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-22; and

WHEREAS, the City has voluntarily submitted their FY2021-22 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2021-22 Report Year (the "Project"); and

WHEREAS, on April 1, 2024, the Federal Transit Administration (FTA) published in the Federal Register the FY 2023-24 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0** This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2024**, through **June 30, 2027** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0** To receive payment for the submittal of the FY 2021-22 NTD statistics, the City warrants that it:
- A.** Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B.** Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the NTD on or before **October 31, 2022**;
 - C.** Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2023**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0** LACMTA shall pay the City for collecting and reporting FY 2021-22 NTD statistics. LACMTA shall pay the City for submitting the FY 2021-22 ANNUAL NTD REPORT for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 52213 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

- 3.1** The City shall submit one invoice to LACMTA prior to **June 30, 2027**, in the amount of **\$36,602** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAILAKE24000 M.S. Chelsea Meister (99-4-3)

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- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

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Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net
- 7.1 City's Address:
Lakewood
5050 Clark Ave
Lakewood, CA 90712
Attn: Valarie Frost
VFrost@lakewoodcity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Lakewood

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Legal Counsel

By: _____
Deputy

Date: _____

Date:

10/2/2024

DIVIDER SHEET

Public Hearings

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment for Refuse Collection and Recycling Services with EDCO Waste Services and Residential Refuse Rate Adjustment

INTRODUCTION

EDCO Waste Services provides automated curbside recycling and refuse collection services in the City of Lakewood. In preparation for EDCO's annual contractual rate amendment, the City Council's Environmental Management Committee (EMC) met with City staff and EDCO on March 17 and April 8, 2025.

The City's current agreement with EDCO for residential and commercial services includes provisions for an annual fee adjustment based on specified criteria. For the residential component, EDCO's rate is adjusted according to a contractual escalation formula, which blends the January-to-January Consumer Price Index (CPI) and average tipping fee increases from local landfill and waste transfer facilities. In contrast, commercial rates are adjusted solely based on changes in the January-to-January CPI.

STATEMENT OF FACT

At both EMC meetings referenced above, discussion focused on the challenging conditions currently facing the refuse industry in Southern California as surrounding landfill facilities have been closing. Not surprisingly, this has resulted in extraordinary tipping fee increases for haulers. EDCO is no exception. Beginning July 1, 2025, EDCO's landfill tipping fee costs are scheduled to increase almost 100% - from \$35.43 per ton to \$70.00 per ton. Of the remaining landfills, few have formally published upcoming tipping fees but they will be comparable to those EDCO will be paying. As two examples of potential increases for the residential portion of the contract, applying tipping fee hikes of 50% and 100% (along with the blended CPI component) would result in rate increases of 18% and 35%, respectively.

Given the substantial increase that would result from applying the standard residential rate adjustment methodology, EDCO proposed an alternative approach. This method applies the landfill tipping fee increase solely to the City's actual residential waste tonnage, focusing on the impact of their incremental cost. When blended with the CPI component, this results in a lower increase of 13.55%. As a further concession, EDCO has offered to defer the CPI portion (2.2478%) of the increase for one year, postponing its implementation until July 1, 2026. With the CPI component removed, the adjusted increase to EDCO's contract for FY 2025-26 drops to 11.3022%.

To determine proposed residential refuse rates each year, staff evaluates increases in operating expenditures, which primarily consist of EDCO's contractual costs (as outlined above) and internal City costs. For FY 2025–26, after accounting for these factors, the calculated residential customer rate increase is 10.72%.

To help alleviate the impact of this increase on residents, the EMC recommended utilizing General Fund reserves that have been specifically designated for refuse rate stabilization. Its current fund balance is \$1,964,966. As a mitigation strategy, the EMC proposed that the City absorb half of the rate increase for the first six months of the fiscal year. This approach would result in a phased implementation:

- A 5.38% increase effective July 1, 2025, raising the monthly rate from \$28.27 to \$29.79 (an increase of \$1.52); and
- An additional 5.34% increase effective January 1, 2026, raising the monthly rate from \$29.79 to \$31.30 (an increase of \$1.51).

The estimated cost to the City for this six-month subsidy is approximately \$206,000.

At the April 8, 2025 meeting, the EMC directed staff to mail appropriate notices to customers informing them of the proposed fee increase pursuant to Proposition 218 and advising them of tonight's public hearing. By way of those notices, staff asked that any protests to the rate increase must be submitted to the Council in writing. As of the time of this writing, staff has received one written protests regarding the proposed rate increase. A "majority protest" exists if over 50 percent of parcel owners within the service area submit written protests. Attached is a survey of residential rates in neighboring cities.


CONTRACT AMENDMENT

Annually, the City amends its agreement with EDCO to include an updated Appendix B, which outlines the proposed annual payments to EDCO for residential collection services. This year's amendment includes a provision, drafted by the City Attorney, titled "Rate Adjustments Based on Extraordinary Conditions." This section - applicable to both residential and commercial accounts - provides added flexibility by allowing rate adjustments beyond the standard methodologies, should appropriate and clearly defined conditions be met. Attached is the proposed amendment.

RECOMMENDATION

Staff recommends that the City Council: 1) Approve the 2025 Amendment to the 2009 Agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the amendment in a form approved by the City Attorney. 2) Hold a public hearing and adopt the attached resolution, which enacts the adjustment to refuse rates as stated in this report.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

2025 Refuse Rate Survey

Residential Rates					
City	Hauler	2024 Monthly Rate	2025 Monthly Rate	% Increase	Notes
Long Beach		\$ 42.66	\$ 67.63	58.53%	2 step rate increase \$50 5/1/25 & \$17.63 increase 8/1/25
La Mirada	EDCO	31.39	35.82	14.11%	Proposed
Santa Fe Springs	CR&R, Serv-Wel & Republic	34.88	34.88	0.00%	
Downey	Athens	29.37	33.16	12.90%	
Pico Rivera	NASA	30.53	31.94	4.62%	
Lakewood Prop. Jan-Jun	EDCO		31.30	5.34%	CPI deferred
Lakewood Prop. Jul-Dec	EDCO		29.79	5.38%	CPI deferred
Whittier	Athens & Republic	28.79	29.59	2.78%	
Signal Hill	EDCO	25.10	29.33	16.85%	Proposed
Bellflower	CR&R	29.13	29.13	0.00%	Rates in effect until 12/31/25
Hawaiian Gardens	Waste Resources Inc.	26.73	29.04	8.64%	FY 25/26 rates are pending
Norwalk	Athens	25.81	28.98	12.28%	Rates effective 1/1/25
Lakewood (Current)	EDCO	28.27	N/A	N/A	
Artesia	CR&R	26.29	27.44	4.37%	Rates in effect until 6/30/25
Paramount	Athens	23.25	26.07	12.13%	Rates in effect until 6/30/25
Cerritos	Athens	24.76	25.76	4.04%	Rates in effect until 2/28/26

June 2, 2025

To: City Clerk at City Hall
5050 Clark Ave.
Lakewood, CA 90712

RECEIVED

5955 25 JUN -5 AM 58

CITY OF LAKEWOOD
CITY CLERK


Subject: Protest Against Proposed Rate Increase with EDCO Disposal

Hello,

I am writing to express my objections to the proposed rate increase by EDCO Disposal for the following reasons:

1. We already pay a significant amount for our residential refuse service. The existing restrictions place more responsibility on homeowners than on EDCO.
2. EDCO Disposal does not properly maintain its trucks. This lack of maintenance results in oil stains on the streets.
3. Employees often leave trash in the cans and frequently fail to ensure that all garbage has been collected.

Given these issues, I question why we are paying as much as we currently do, and why we are expected to pay even more. EDCO has a disposal site in Signal Hill; why are they not properly disposing of everything at that location? What other locations are they transporting waste to that are far from Lakewood?

Thank you for your attention to this matter. Have a great day.

All the Best,

Kathy Sanders

2025 AMENDMENT OF 2009 AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL
BETWEEN THE CITY OF LAKEWOOD AND
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended as follows:

Rate Adjustments Based on Extraordinary Conditions:

CONTRACTOR may petition CITY in writing at reasonable times other than as allowed under Section 9.04 for an adjustment in the maximum rates in the event of extraordinary changes in the costs of operations or programs that:

- (i) Materially alter CONTRACTOR'S operations or overall costs; AND
- (ii) could not reasonably have been foreseen by a prudent operator; AND
- (iii) by all reasonable expectations will continue for a period of at least six (6) months.

Such changes shall not include changes in the market value of Recyclables or inaccurate estimates by CONTRACTOR of its cost of operations. Extraordinary rate adjustments shall only be effective after approval by CITY and may not be applied retroactively.

CONTRACTOR'S request shall contain substantial proof and justification to support the need for the adjustment. For each request brought pursuant to this provision, CONTRACTOR shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to CITY with support for assumptions made by CONTRACTOR in preparing the estimate. CONTRACTOR also shall submit a schedule showing how its total costs and total revenues have changed over the past two years for the services provided under this Agreement.

CITY may request from CONTRACTOR such further information as it deems necessary to fully evaluate the request and make its determination. CITY may request a copy of CONTRACTOR's annual financial statements in connection with CITY's review of CONTRACTOR's rate adjustment request. CITY shall review CONTRACTOR's request and, in CITY's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. CITY may consider increases or decreases in the CONTRACTOR's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

Replacement of Appendix

Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2024 is replaced with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2025.

The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

EDCO WASTE SERVICES, LLC

Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Appendix B
CITY OF LAKEWOOD RATE SCHEDULE
Effective July 1, 2025

RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	
Fiscal Year 2024-25			
Single Family Residential Collection “Base Rate”	8. A.	\$566,443.58	Per Month Residential Billing equivalent (1) Per Unit Residential Billing equivalent
Residential Units: Base Number on January 1, 2024	8. A.	22,972	
Residential Unit Adjustment Factor	8. A.	\$24.658	
Fiscal Year 2025-26			
Residential Units Demolished	8. A.	0	Per Month, Effective July 1, 2025
Residential Units Constructed	8. A.	119	
Residential Units: Base Number on January 1, 2025	8. A.	23,091	
Escalation Rate (2.2478% CPI deferred to next year)		11.3022%	
Residential Billing Adjustment Factor	8. A.	\$27.445	
Single Family Residential Collection “Base Rate”	8. A.	\$633,732.50	
Extra recycling cart		No charge	
Extra refuse cart		\$4.45	
Extra green waste Cart (beyond three)		\$4.45	
Excess collection charge for non-greenwaste bagged refuse		\$22.86 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index January to January". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year, and annually thereafter, as compared to the average of those rates on January 1st of the prior year.

⁽¹⁾ The number of Residential Units for 2023 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

⁽²⁾ Minimum three-month commitment from date of delivery of cart.

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD TO ESTABLISH RESIDENTIAL REFUSE
RATES FOR FISCAL YEAR 2025-26

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY RESOLVE
AS FOLLOWS:

SECTION 1. The City Council of the City of Lakewood does hereby find and determine that it is necessary to amend the refuse rates.

1. The City contracts with EDCO Disposal for residential refuse removal; each year the contract is adjusted based on a blended rate using the Consumer Price Index for the Los Angeles area for the month of January and the average tipping rates in the area.
2. In order to maintain the current residential services, the current rate must be adjusted in accordance with the increase in contractor and City operational costs. At times, the above-mentioned rate adjustments may need to be based on extraordinary conditions as defined in the amended agreement.
3. The rate will be adjusted July 1, 2025, which will be for services starting on or after July 1, 2025. The monthly rate will be adjusted to \$29.79 from \$28.27. The rate will be adjusted again on January 1, 2026, which will be for services starting on or after January 1, 2026. The monthly rate will be adjusted to \$31.30 from \$29.79.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

Item 1.2.a - City Manager's Report
will be an oral presentation

MEMORANDUM

TO: CITY COUNCIL

FROM: CITY ATTORNEY

COPIES TO: CITY MANAGER
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES
CITY CLERK

DATE: JUNE 10, 2025

SUBJECT: BUDGET - DETERMINING ANNUAL APPROPRIATIONS, SPENDING
LIMITS FOR FISCAL YEAR 2025-26, ADOPTION OF THE REVISED
BUDGET FOR FISCAL YEAR 2025-26

Find attached the following:

1. Resolution authorizing the automatic appropriation of un-appropriated funds into the Fund Balance as specified by the Governmental Fund Balance Policy as of June 30, 2025. Article XIII.B (Gann) provides the total annual appropriation of each local government shall not exceed the appropriation limit of such entity for the prior year, adjusted for changes in cost of living, except as otherwise provided therein. The City, therefore, in preparing its budget must determine its appropriation limits in order to avoid some of the undesirable effects of Proposition 4 (Gann Initiative). One of the provisions of Article XIII.B as contained in XIII.B(2) is that revenues received by the City in excess of the annual amount appropriated in compliance with the Article during the fiscal year shall be returned by revisions of tax rate or fee schedules within the next two subsequent fiscal years. It is recommended that a resolution be adopted to reflect revisions, both as to budgeted revenues and expenditures, so the appropriations equal the actual revenues prior to consideration of the following.
2. Prior to adoption of the budget, it is recommended that the City, by separate resolution, determine its annual appropriation limit for the Fiscal Year 2025-26. Find attached a resolution making that determination.

Unlike Proposition 13, which was a limitation on taxation raising money, Proposition 4 (Gann initiative), as amended by Proposition 111, is a limitation on spending money and relates to the proceeds of most types of taxes and revenue and some types of state subventions. The function of Article XIII.B is to regulate the appropriations of proceeds of taxes, which generally are tax revenues, user fees and charges (to the extent they exceed costs), interest and dividends earned on the investment of tax revenues, and certain subventions. State subventions that are included within the definition of "proceeds of taxes"

are those that are received by the entity without restriction. Federal grants and subventions are not included. Although Proposition 4 is technical, its basic mechanism is simple, and that is that the total annual appropriation of the City is subject to limitations. In other words, the total annual appropriation of proceeds from taxes (as previously defined) may not exceed the appropriations limit of the entity for the prior year, except as adjusted for changes in the cost of living and population (XIII.B Sections 1, 8[c], [e] and [f]). The limitation is the total appropriation of the prior year—not the actual appropriation of the prior year.

Pursuant to XIII.B.8.10.5, the appropriation limit for fiscal year 1986-1987 in the amount of \$14,339,821 is the limit for appropriations for fiscal year beginning July 1, 2025, adjusted by the changes made since then as authorized therein.

In addition, the following statutory provisions commencing with Sections 7900, et seq., of the Government Code, must be complied with:

1. Each year by resolution the City Council shall establish its appropriation limits for the following fiscal year, at either a regularly scheduled Council meeting or a noticed special meeting. Fifteen days prior to such meeting, documentation used in determination of the appropriation limit shall be available to the public (Section 7910). Find attached resolution making that determination.
2. Determination of the appropriation limit is a legislative act subject to judicial review (Section 7910).
3. For the 2025-26 fiscal year the appropriation limit shall equal the following (Section 7902[b]):
 - a. The appropriation limit for the 1986-1987 fiscal year (\$14,339,821) multiplied by the product of the change in cost of living, as defined in Paragraph (2) of subdivision (3) of Section 8 of Article XIII.B. of the California Constitution and the change in population of local jurisdiction for the calendar year preceding the beginning of the fiscal year for which the appropriation limit is to be determined, and adjusted for other changes required or permitted by Article XIII.B. of the California Constitution.
4. In determining "change of California per capita personal income," reference must be made to Section 7901(a), and "change in cost of living," Section 7901(b), and "change in population," Section 7901(c).
5. In determining whether revenue received is in excess of the amount appropriated (and, therefore, must be returned to the taxpayers by a revision of tax rates and fee schedules as specified in XIII.B.2) Section 7901(h) defines said revenues as follows: "Revenues means all tax revenues and the proceeds to a local jurisdiction or the state received from (1) regulatory licenses, user charges, and user fees to the extent that these proceeds exceed the

costs reasonably borne by that entity in providing the regulation, product or service, and (2) the investment of tax revenues as described in subdivision (I) of Section 8 of Article XIII.B. For a local jurisdiction, revenues and appropriations shall also include subventions as defined in Section 7903 to be money which is unrestricted by statute.”

6. Not later than May 1 of each year the State Department of Finance shall notify the City of changes in the cost of living or changes in the California per capita income, whichever is lesser, and the population for each local jurisdiction for the prior calendar year, and these figures shall be used in the computation (Section 7909).
7. The aforementioned computation shall be contained in or attached as a schedule to the Resolution adopted prior to June 30, 2023 (Section 7910).

In addition, attached is a Resolution which may be used to adopt the budget. This Resolution should be adopted after adoption of the aforementioned Resolutions and the public hearing establishing the annual appropriation limits for Fiscal Year 2025-26. In respect to adoption of the appropriation of funds for Fiscal Year 2024-25 and the budget for Fiscal Year 2025-26, please be further advised as follows:

1. Payroll warrants or checks need not be audited by the City Council prior to payment, provided the payroll is presented to the City Council for ratification and approval at the first meeting after delivery of the payroll warrants or checks. Warrants or checks drawn in payment of demands, certified or approved by the Director of Finance and Administrative Services as conforming to a budget approved by Resolution of the City Council, need not be audited by the City Council prior to payment if such warrants or checks are presented to the City Council for ratification and approval at the first meeting after delivery of the warrants or checks (Government Code Section 37208). The financial and accounting duties of the City Clerk have by ordinance been transferred to the Director of Finance and Administrative Services (LMC 3132). Approval of the budget by resolution will put into effect the aforementioned procedure, and checks or warrants of the City conforming to the budget may be drawn and paid by the Director of Finance and Administrative Services on the appropriate signature of the Mayor and/or Treasurer, provided the same are placed on the next Register of Demands for approval by the City Council.
2. Resolution approving the budget also appropriates funds for Fiscal Year 2025-26. Unless the City Council should otherwise direct, all projects therein set forth are authorized by the Resolution approving the budget and may be performed without further Council direction. Checks drawn in payment of demands arising therefrom, and certified by the Director of Finance and Administrative Services as conforming to the budget, need not be audited prior to payment, and shall be presented to the City Council for ratification and approval at the first meeting of the City Council after delivery of the checks (Section 37208).
3. Each City officer, department, board or commission, including the governing body of any special district or school district whose jurisdiction lies wholly or partly within the City and

whose function includes recommending preparation of plans for or construction of major public works, shall submit to the City Council a list of proposed public works recommended for planning initiation or construction during the fiscal year (Government Code Section 65401).

4. The Resolution approving the budget contains a provision authorizing the City Manager to proceed with specific projects enumerated in the budget. In addition, the Mayor is directed to execute all necessary contracts to carry out the foregoing. The purpose of this provision is to make sure the projects set forth in the budget are authorized and may be performed without further Council direction, unless otherwise required by law. For example, some projects and contracts may be awarded and proceeded on only following a public hearing before the City Council as required by law. Otherwise, where no such procedure or public hearing is required, or otherwise directed by the City Council, the Resolution enclosed authorizes the City Manager to arrange for the performance of any such projects enumerated in the budget.
5. In addition, Section 37110 of the Government Code authorizes the City Council to expend a sum not exceeding five percent (5%) of the money accruing to the General Fund in the fiscal year for music and promotion, including promotion of a sister city and town affiliation program. The Resolution approving the budget contains a finding in that regard, that the appropriations therein contained for promotion and music do not exceed five percent (5%) of the money accruing to the General Fund.
6. The Mayor is authorized to sign all warrants on the City Treasury and all written contracts and conveyances of the City, or in his absence, the Mayor Pro Tem (Gov. Code Section 40602). Therefore, where a project is authorized by the budget, the Mayor will execute the agreement, upon approval as to form by the City Attorney, without further Council approval. The City Council may, however, in any given case, direct otherwise. The City Council may by ordinance also authorize someone other than the Mayor to perform this function (Gov. Code Section 40602).
7. The Resolution also authorizes the City Manager to make transfers of budget appropriations between classifications and activities within funds. The purpose is to allow these transfers without frequent reference to the City Council for approval.

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE BUDGET FOR FISCAL YEAR 2024-25, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2025

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. The budget for the fiscal year ending June 30, 2025, is hereby amended to reflect that funds established and monies appropriated shall not be considered as restricted totally in their availability and use, and the amounts thereof may be adjusted between funds as necessary to serve the needs of the City.

SECTION 2. The budget heretofore adopted for the fiscal year ending June 30, 2025, is amended as provided herein.

SECTION 3. Any unencumbered appropriations in the General Fund at the close of business on June 30, 2025, including grant appropriations, shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Similarly, any un-appropriated balance in the General Fund at the close of business on June 30, 2025 is hereby appropriated into the Fund Balance as specified by the Governmental Fund Balance Policy. The revenue which will be recognized as a result of the carry forward of grant appropriations shall also be carried forward into Fiscal Year 2025-26 as budgeted revenues.

SECTION 4. Any unencumbered appropriations in any other Fund of the budget shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Any other un-appropriated balance in any other Fund of the budget at the close of business on June 30, 2025 is hereby appropriated therein to the Fund Balance as specified by the Governmental Fund Balance Policy.

SECTION 5. This Resolution shall be effective upon adoption.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD DETERMINING THE TOTAL ANNUAL
APPROPRIATION SUBJECT TO LIMITATION OF THE CITY
OF LAKEWOOD FOR THE FISCAL YEAR 2025-26

WHEREAS, the City Manager has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2025; and

WHEREAS, prior to the adoption of the budget the City Council should determine its annual appropriations that are subject to limitation pursuant to Article XIII.B of the State Constitution; and

WHEREAS, said total annual appropriation subject to limitation of the City of Lakewood has been computed by the Director of Finance in accordance with the provisions of Article XIII.B and Government Code Sections 7900, et seq., all of which are attached hereto in appropriate schedules; and

WHEREAS, the City of Lakewood has complied with all of the provisions of Article XIII.B and Government Code Section 7902 in determining the total annual appropriation subject to limitation for the Fiscal Year 2025-26.

SECTION 1. The City Council finds this Resolution and the schedules attached hereto as presented to it for adoption at a regular meeting of the City Council of the City of Lakewood on June 10, 2025, and that fifteen days prior to such meeting the documentation used in the determination of the appropriation limit was made available to public inspection.

SECTION 2. The total annual appropriations of the City of Lakewood subject to limitation as specified in Article XIII.B of the State Constitution for the Fiscal Year 2025-26, commencing July 1, 2025, as set forth on Exhibit A attached hereto and made a part hereof, is hereby fixed and determined to be \$60,140,829.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and shall maintain said Resolution along with Exhibit A attached hereto, and made a part hereof, in her office for public inspection.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Gann Limit Calculation	2025-26
Other Revenues	52,905,029.00
Total revenues less taxes & investment income	52,905,029.00
Tax-related revenues	57,783,800.00
Taxes subject to Gann Limit without interest	57,783,800.00
Total Investment Earnings-all funds	4,515,050.00
Total Interest	4,515,050.00
Non-tax revenues	52,905,029.00
Tax-related revenues	57,783,800.00
Total revenues	110,688,829.00
Non-tax revenues	52,905,029.00
Total revenues	110,688,829.00
% of Total	0.4780
Tax-related revenues	57,783,800.00
Total revenues	110,688,829.00
% of Total	0.5220
Interest Revenue	4,515,050.00
Non tax related revenues rate	0.4780
Interest proceeds from non-tax revenues	2,158,021.30
Interest Revenue	4,515,050.00
Tax related revenues rate	0.5220
Interest proceeds from tax revenues	2,357,028.70
Interest proceeds from tax revenues	2,357,028.70
	57,783,800.00
	60,140,828.70
Gann Limit (Using LA County Factor)	79,340,032.00
Proceeds subject to limit	60,140,829.00
	75.8%

RESOLUTION NO. 2025-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE BUDGET AND
APPROPRIATING REVENUE FOR FISCAL YEAR 2025-26

WHEREAS, the City Manager has prepared and submitted to the City Council a 2025-26 Revised Budget, for the fiscal year commencing July 1, 2025, and ending June 30, 2026; and

WHEREAS, the City Council has reviewed and modified the City Manager's Budget; and

WHEREAS, the City Council held a public hearing on the 2025-26 Revised Budget, as modified, on June 10, 2025, where all interested persons were heard; and

WHEREAS, the City Council has considered the budget and comments thereon, and has determined it is necessary for the efficient management of the City that certain sums of revenue be appropriated to the various departments, officers, and agencies and activities of the City as set forth in said budget, and as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The revised budget for the City of Lakewood for the fiscal year July 1, 2025 through June 30, 2026, is hereby adopted totaling an appropriation in the sum of \$100,202,008.

SECTION 2. Said budget hereby adopted is the aforementioned Revised Budget prepared by the City Manager, and as amended by the City Council, entitled "Revised Budget 2025-26, City of Lakewood, California," incorporated herein as though set forth in full. Said budget is hereby adopted as the Budget of the City of Lakewood for the 2025-26 fiscal year, and shall remain in full force and effect until amended or modified by the City Council.

SECTION 3. The sums of money therein set forth are hereby appropriated from the revenues of the City to the departments, functions and funds therein set forth for expenditure during Fiscal Year 2025-26.

SECTION 4. The City Council hereby finds and determines that the sums of money appropriated therein for promotion and music do not exceed five percent (5%) of the money accruing to the General Fund for Fiscal Year 2025-26.

SECTION 5. The City Manager is hereby authorized and directed to arrange for the performance in accordance with the terms and provisions of law, of all specific projects enumerated in said budget, and the Mayor is directed to execute all necessary contracts to carry out the same.

SECTION 6. The City Manager shall have authority to incur obligations and enter into contracts for not to exceed fifty thousand dollars (\$50,000) without prior approval of the Council, provided that such expenditures are consistent with the budget and purchasing policy.

SECTION 7. The City Manager is authorized to make transfers of budget appropriations between classifications and activities within a fund.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective July 1, 2025.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

City Clerk

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING RESOLUTION NO. 1862 PERTAINING TO RULES AND PROCEDURES FOR PROCEEDINGS OF THE CITY COUNCIL, AND FOR ITS OFFICERS AND EMPLOYEES

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. Section 3, pertaining to the City Council policy for reimbursement of expenses is hereby amended by amending subparagraph (5) to read as follows:

"(5) The City Council finds and determines that members of the City Council in performing their duties, including the use of their own automobile in the performance of official City business, and in attending local events and functions, expend in excess of \$635 per month, and that the sum of \$635 per month should be allocated to each member of the City Council towards reimbursement of said actual and necessary expenditures. Effective on the first day of the month following adoption of this amendment there shall be paid to each member of the City Council, in addition to other compensation authorized by law, an automobile allowance of \$635 per month as reimbursement for the use of their vehicle in performance of City functions.

SECTION 2. Resolution No. 2018-61 on the same subject is hereby repealed.

SECTION 3. This resolution shall be effective July 1, 2025.

ADOPTED AND APPROVED this 10th day of June, 2025.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADDING JOB CLASSIFICATIONS IN
ATTACHMENT B OF RESOLUTION NO 2024-25

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS
FOLLOWS:

SECTION 1. The following job classifications and monthly pay rates are hereby added
to Attachment B, attached to Resolution No. 2024-25:

Schedule	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
32B	Emergency Preparedness Manager	\$8658	\$9091	\$9545	\$10022	\$10524
32B	Technology Services Manager	\$8658	\$9091	\$9545	\$10022	\$10524

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Resolution Paying and Reporting the Value of Employer Paid Member Contribution for City Officers and Employees

INTRODUCTION

This resolution establishes the payment and reporting of Employer Paid Member Contribution (EPMC) to the California Public Employees Retirement System (CalPERS) for "Classic Members," effective the first payroll in July 2025.

STATEMENT OF FACT

City officers and employees are those employees that fall under the following category:

- Executive Management Officers
- Management and Administrative Officers
- Supervisory and Junior Administrative Employees
- General and Miscellaneous Employees
- Part-time Schedule B Employees

The following benefit terms will be effective the first payroll in July 2025, with the adoption of this resolution:

- Retirement System – Employees who fall under the "Classic Member" category as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) will pay 6.25% of the employee member contribution (EPMC). The City will pay .75% of the EPMC and include its value in the salary reported to CalPERS.

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution.


Thaddeus McCormack
City Manager

RESOLUTION NO. 2025-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKEWOOD ESTABLISHING PAYING AND
REPORTING THE VALUE OF EMPLOYER PAID MEMBER
CONTRIBUTION FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the Lakewood City Council has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the Lakewood City Council has a written labor policy or agreement, which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the Lakewood City Council of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the Lakewood City Council has identified the following conditions for the purpose of its election to pay EPMC;

• This benefit shall apply to all city officers and employees who fall under the "Classic Member" category as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA).

- This benefit shall consist of paying .75% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c) (4)} as additional compensation.
- The effective date of this Resolution shall be the first payroll in July 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood elects to pay and report the value of EPMC, as set forth above.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: ABC Unified School District Community Recreation Program

INTRODUCTION

The City of Lakewood has had a partnership with ABC Unified School District since 1973. The agreement with ABC Unified School District provides for community recreation programs to be performed by the city or district upon property of the district or city at Palms Park and Palms Elementary School.

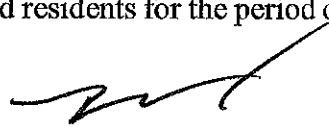
STATEMENT OF FACT

The city entered into an agreement with ABC Unified School District in 1973 and has determined that sharing the property is of benefit to both Lakewood residents and students at the district's school(s). The city is desirous of continuing to contract with ABC Unified School District for this purpose.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for the period of July 1, 2025 to June 30, 2030.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

CITY OF LAKEWOOD
JOINT USE AGREEMENT WITH ABC UNIFIED SCHOOL DISTRICT
FOR A COMMUNITY RECREATION PROGRAM

THIS AGREEMENT, made and entered into this July 1, 2025 by and between the CITY OF LAKEWOOD, a municipal corporation, hereinafter referred to as "City", and ABC UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA, a California public school district, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, California Education Code Section 10900 et seq. authorizes and empowers school districts to cooperate with public agencies in the organization, promotion, and conduct of joint programs of recreation and education; and

WHEREAS, California Government Code Section 37359 authorizes cities to hold and enjoy any real or personal property, and may control such real and personal property for the common benefit; and

WHEREAS, City is the owner of real property in the City, including facilities and active areas that are capable of being used by District for school recreational purposes; and

WHEREAS, District is the owner of real property in the City, including facilities and active areas that are capable of being used by City for community recreational purposes; and

WHEREAS, on February 13, 1973, City and District entered into a COMMUNITY RECREATION PROGRAM AGREEMENT, which provided, among other terms and conditions, for the reciprocal use of real property and improved facilities owned by City and District in support of community recreation efforts; and

WHEREAS, each fiscal year following the initial agreement, City and District have continued to adopt annual resolutions authorizing a community recreation program pursuant to the terms of the agreement; and

WHEREAS, City and District now desire to enter into this Joint Use Agreement to restate, clarify, and update the terms and conditions governing the shared use of City and District property, with the purpose of furthering their mutual goals of supporting recreational and educational opportunities for both District students and the broader community; and

NOW, THEREFORE, CITY AND DISTRICT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, AGREE AS FOLLOWS:

1. **TERM.** This Agreement shall commence upon the Effective Date, and remain in effect for five (5) years ("Initial Term"). The Parties may mutually agree that the Initial Term may be extended two (2) times for additional terms with each extension term being for five (5) years (each, an "Extension Term"), for a total of ten (10) additional years after the expiration of the

Initial Term. The Extended terms shall automatically commence unless either Party delivers to the other Party, no less than six (6) months prior to the expiration of the Initial Term or applicable Extended Term, a written notice electing not to extend this Agreement for additional Extension Terms. The "Term" of this Agreement shall be the period from the Effective Date through the entire period this Agreement remains in full force and effect, prior to termination or expiration of the Initial Term and (as applicable) Extension Terms, as set forth herein.

2. **EARLY TERMINATION.** In the event of unforeseen circumstances, either Party may terminate this Agreement upon six (6) months written notice to the other Party.

3. **EMERGENCY NEED/CONSTRUCTION.** Nothing in this Agreement shall limit either Party's right as the Owner of a Site to make unlimited use of all or any portion of its Sites during an emergency or during construction on any of the Sites.

4. **JOINT USE AUTHORIZED.** The Parties authorize each other to use the following Sites for the intended uses of those Sites pursuant to the scheduling and other terms and conditions as mutually agreed upon by the Parties.

a. A Community Recreation Program shall be conducted by City on the following land, buildings and facilities of District, and during the following times:

i. Any and all land, buildings and facilities at Palms Elementary School, and at any time, subject to approval of District.

b. A Community Recreation Program shall be conducted by District on the following land, buildings and facilities of City, and during the following times:

i. Any and all land, buildings and facilities at Palms Park, and at any time, subject to approval of City.

5. **OWNERSHIP OF THE SITES, FACILITY, FURNISHINGS, AND EQUIPMENT.**

a. Each Owner shall retain its existing ownership interest in and to its Sites and any land, building, facility, or improvements existing thereon. No past, present or future use of any of the Sites pursuant to this Agreement shall be interpreted as conveying any ownership or other property interests in any of the Sites.

b. Unless otherwise agreed to by the Parties in writing, any trade fixtures, furnishings, or equipment may only be installed or placed on a Site by the Party that does not own the Site after the effective date if said fixtures, furnishings, or equipment become the property of the Owner of the Site upon the expiration date of this agreement.

c. Any fixed assets installed or affixed prior to the effective date of this Agreement shall remain the sole responsibility of the Owner of the respective property to which such assets are attached.

6. MAINTENANCE.

a. City shall be responsible for the maintenance, care and upkeep of all land, grounds and facilities on land owned by City, and District shall be responsible for the maintenance, care and upkeep of all land, grounds and facilities upon the land owned by District.

b. City agrees to keep District land, grounds and facilities in a reasonably clean and satisfactory condition when in use by City and not to deposit or accumulate on said premises any unreasonable accumulation of garbage, trash, waste, refuse, or other debris.

c. District agrees to keep City land, grounds and facilities in a reasonably clean and satisfactory condition when in use by District and not to deposit or accumulate on said premises any unreasonable accumulation of garbage, trash, waste, refuse, or other debris.

d. City shall repair, cause to be repaired, or reimburse District, for the cost of repairing damage to the land, ground and facilities of District during the periods of use by City, except where such damage may be attributed to ordinary reasonable use of such land, grounds or facilities.

e. District shall repair, cause to be repaired, or reimburse City, for the cost of repairing damage to the land, ground and facilities of City during the periods of use by District, except where such damage may be attributed to ordinary reasonable use of such land, grounds or facilities.

f. Each party shall be solely responsible for maintaining their respective fields, includes but not limited to mowing, reseeding, and irrigation. However, if usage by one party necessitates additional staffing, custodial services, or utility costs from the other party, such expenses shall be reimbursed in accordance with the Use of Facilities Rates set by each party.

7. USE OF SITES.

a. Each Site shall be used for school and community purposes to the extent that such use does not interfere with the Site Owner's schedules for maintenance, repair, or use of the Site, which schedules shall have priority over any use of the Site by the Party who is not its Owner.

b. The Parties shall each be obligated to maintain continuous supervision of each Site while under the Part's control.

c. The Parties shall utilize the Sites in conformance with all applicable Federal, state and local laws, as well as any applicable administrative regulations and policies adopted by either party.

d. Advertising on any Site shall be in accordance with the policies established by the Owner of the Site.

8. INDEMNIFICATION

a. No Party or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any negligence, errors or omissions proximately caused by the other Party under or in connection with any obligation delegated to the other Party under this Agreement. A Party shall indemnify, defend (with counsel of the indemnitee-Party's choosing), and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, occurring by reason of any negligence, errors or omissions proximately caused by the other Party under or in connection with any obligation delegated to the other Party under this Agreement. This indemnity shall survive termination of this Agreement.

b. Each Party agrees to require all third-party organizations that it authorizes to use or enter any Site to execute a document stating the following or substantially similar:

[Name of Organization] agrees to hold harmless, defend, and indemnify the ABC Unified School District and City of Lakewood, their respective City Council members, District Board members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever arising out of the use of or access to the Site known as (List Site Name: _____) by (List name of organization: _____) (except where such injury, death, loss, or damage was solely due to the negligence, errors or omissions of the ABC Unified School District or City of Lakewood, and/or their respective Board members, agents, officers, employees and representatives).

c. Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

9. INSURANCE

a. General Insurance Requirements: Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain, and shall require their subcontractors to maintain, the insurance programs set forth in this Section. Each Party's

insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Party, and shall be provided and maintained at the insured Party's own expense.

b. Insurance Coverage Requirements: For each of the Sites, the owner of the Site shall maintain the following programs of insurance coverage:

General Liability Insurance. Agency shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Agency shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Agency arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Worker's Compensation and Employer's Liability Insurance. Agency shall maintain workers compensation and employer's liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties' contractor and/or subcontractors shall be responsible. This insurance shall include Employers' Liability Coverage with limits of not less than \$1,000,000 per accident for all covered losses.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insured under such policies.

c. Evidence of Insurance: Each Party shall provide, if not previously provided, an evidence of coverage letter or certificate of insurance, or self-insurance, satisfactory to the other Party within a reasonable period but not to exceed fifteen (15) days from the Effective Date of this Agreement. Such evidence shall identify the applicable Site, shall identify the required coverages, and shall provide that the other Party receives written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.

d. Insurance Carriers; Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A: VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein. Additionally, City may satisfy the insurance requirements set forth in this Agreement by being a member of/participant in the California Joint Powers Insurance Authority ("JPIA"), and requiring the JPIA to have the minimum coverage otherwise required by the Parties as provided herein.

e. Notification of Incidents, Claims or Suits: Each Party must notify the other Party of any accident or incident relating to its use of a Site pursuant to this Agreement, which involves injury or property damage that may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to the use of a Site by a Party pursuant to this Agreement.

10. **NON-DISCRIMINATION**. The Parties agree that in providing use of the Sites pursuant to this Agreement, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to or because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

11. **IMPLEMENTATION, REVIEW, AND MODIFICATION PROCESS**. Each Party shall designate an authorized representative as the contact liaison in connection with any and all issues pertaining to this Agreement and to serve as the person who, on behalf of that Party, may enter into any other implementing agreement, document, or instrument. The terms and conditions of the Agreement may be revised or amended in writing as may be necessary from time to time and as mutually agreed by the Parties through that Party's authorized designated representative, provided that any such amendment is consistent with the original intent of the Agreement. The City Manager or authorized designee shall be City's designated authorized representative for purposes of this Section 11. District's Deputy Superintendent/CFO or authorized designee shall be District's designated authorized representative for purposes of this Section 11.

12. **PARTY EMPLOYEES**.

a. District Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees and no District employees shall be considered as an employee of City, nor shall such District employees have any City pension, civil service, or other status while an employee of District.

b. City Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for City shall be deemed City employees and no City employee shall be considered as an employee of District, nor shall such City employees have any District pension, civil services, or other status while an employee of City.

13. **MISCELLANEOUS**.

a. Attorneys' Fees; Litigation: In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs except as otherwise provided in this Agreement.

b. Mediation. In the event any dispute arising under the terms of this Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy-two

(72) hours of the request of either Party. If, within seven calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who shall be a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

c. Arbitration of Disputes. In the event that the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant California Code of Civil Procedure, Part 3, Title 9, §1280 et seq., or its successor statute. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each Party shall select an arbitrator and those two arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure §1283.05. The arbitrator, or three arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Los Angeles, with a right of appeal from any judgment issued therein.

d. Assignment: No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of the other Party hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

e. Binding on Heirs: This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

f. Time of the Essence: Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

g. Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

h. Entire Agreement, Waivers and Amendments: This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof which supplement this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

i. Exhibits. All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

j. Interpretation: Governing Law: This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, in effect at the time of the execution of this Agreement, without regard to conflict of law principles.

k. Authority: The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

l. Execution in Counterpart: This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

m. Effect of Recitals: The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

n. Conflicts of Interest: No director, officer, official, representative, agent, or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

o. Rights and Remedies are Cumulative: Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

p. Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

q. Cooperation: The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

With a copy to: City Attorney
Steve Skolnik
18575 Jamboree Rd., 9th Floor

Irvine, CA 92612
Attn: William H. Ihrke, Esq.
Telephone: 714-641-5100
Facsimile: 714-546-9035

b. Emergency Contact Numbers: The Parties will provide and periodically update each other after-hours emergency contact information for appropriate supervisory staff. Such information must include emergency contact numbers for other facilities that may be utilized in the event of a community emergency.

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

City OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ABC Unified School District

By _____

Title _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Resolution Renewing Agreement with Community Family Guidance Center and Allocation of CDBG Funding for Fiscal Year 2025-2026

INTRODUCTION

The City of Lakewood has had a long-time partnership with the Community Family Guidance Center to provide counseling services for families and juvenile residents of the City of Lakewood.

STATEMENT OF FACT

Community Family Guidance Center has been at the forefront of child abuse prevention and treatment in southeast Los Angeles County since 1978.

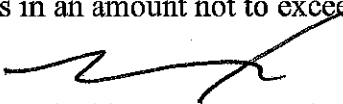
The city entered into an agreement with Community Family Guidance Center in 1995. The city is desirous of continuing to contract with the Community Family Guidance Center for performing counseling services for families and juvenile residents of the City of Lakewood and believes that providing counseling services to children, parents, and families is a public purpose, and serves the general welfare and benefit of the public.

The city has allocated a sum of \$11,000.00 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2025 to June 30, 2026 and provide CDBG funds in an amount not to exceed \$11,000.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2026, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and COMMUNITY FAMILY GUIDANCE CENTER a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described counseling services for children, parents and families of the City of Lakewood; and

WHEREAS, Subrecipient possesses the manpower, equipment and skills requisite and necessary to furnish said services to the GRANTEE; and

WHEREAS, the GRANTEE has allocated \$11,000 in the fiscal year 2025-2026 Budget for the purpose of providing mental health, child abuse treatment and prevention, case management, and other counseling services to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing counseling services to children and, parents and families for Lakewood residents is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2025 and ending June 30, 2026. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 –Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$11,000 to Community Family Guidance to provide mental health services to alleviate the trauma of child abuse and mental illness to individuals between July 1, 2025 and June 30, 2026.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2025 and ending June 30, 2026, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2026. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$11,000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$917 per month, or \$11,000.00 for fiscal year 2025-2026. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT.

Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2025-2026.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT

within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract,

GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of 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 paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The 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 in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement 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 Part 800, Advisory Council on Historic Preservation Procedures for 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.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and

ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under 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 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The 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 Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

- A. No Federal appropriated funds have been paid or 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;
- B. 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, it

will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE.

35. AMENDMENTS: VARIATIONS

This writing with exhibits embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

36. NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon and addressed as follows:

GRANTEE:

Director of Recreation
and Community Services
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714-0158

SUBRECIPIENT:

Community Family Guidance Center
10929 South Street, Suite 208B
Cerritos, CA 90703

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

CITY OF LAKEWOOD

APPROVED AS TO FORM

Mayor

City Attorney

ATTEST:

City Clerk

COMMUNITY FAMILY GUIDANCE
CENTER

By _____

Title

RESOLUTION NO. 2025-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND COMMUNITY FAMILY GUIDANCE CENTER PROVIDING COUNSELING SERVICES FOR FAMILIES AND JUVENILE RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2025-2026

WHEREAS, the City is desirous of contracting with Community Family Guidance Center for the performance of counseling services for families and juvenile residents of the City of Lakewood; and

WHEREAS, Community Family Guidance Center possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City Council has determined that providing counseling services for families and juvenile residents is a public purpose and for general welfare and public benefit;

WHEREAS, the City has allocated \$11,000 in the 2025-2026 budget for the purpose of providing intake and assessment, individual therapy for children and parents, group therapy, family therapy, parent education classes, and other counseling services to residents of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Community Family Guidance Center, a non-profit corporation, for counseling services for families and juvenile residents of the City of Lakewood is hereby renewed for the fiscal year 2025-2026, commencing July 1, 2025 and ending June 30, 2026.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by the Community Family Guidance Center.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

ACCEPTANCE BY COMMUNITY FAMILY GUIDANCE CENTER

THE UNDERSIGNED, being the _____ of COMMUNITY FAMILY GUIDANCE CENTER, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Community Family Guidance Center, and that Community Family Guidance Center, does hereby agree to the extension of said agreement for the fiscal year 2025-2026 as set forth in said agreement and this resolution.

COMMUNITY FAMILY GUIDANCE CENTER

By _____

Title _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Resolution Renewing Agreement with Human Services Association and Allocation of CDBG Funding for Fiscal Year 2025-2026

INTRODUCTION

The City of Lakewood has had a long-time partnership with the Human Services Association to provide senior citizen congregate and home delivered meals at the Weingart Senior Center. These services assist senior residents to maintain a suitable living environment and to help them to remain in their homes and sustain a safe and manageable level of nutritional health in order to prevent institutionalization.

STATEMENT OF FACT

Founded in 1940, Human Services Association is a community-based agency providing a wide range of social services to residents of southeast Los Angeles County.

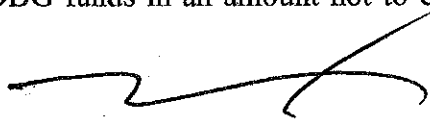
The city entered into an agreement with the Human Services Association in 2007. The city is desirous of continuing to contract with the Human Services Association for providing congregate meals to frail and isolated senior citizens.

The city has allocated a sum of \$12,000 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2025 to June 30, 2026 and provide CDBG funds in an amount not to exceed \$12,000.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and HUMAN SERVICES ASSOCIATION a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described congregate meals to frail and isolated senior citizens of the City of Lakewood; and

WHEREAS, Subrecipient possesses the manpower, equipment and skills requisite and necessary to furnish said services to the GRANTEE; and

WHEREAS, the GRANTEE has allocated \$12,000 in the fiscal year 2025-2026 Budget for the purpose of providing congregate meals frail and isolated senior citizens of the City of Lakewood; and

WHEREAS, the City Council has determined that providing congregate meals to frail and isolated Lakewood senior citizens is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2025 and ending June 30, 2026. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 –Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$12,000 to Human Services Association to provide congregate meals to frail and isolated senior citizens in order to assist them to remain in their homes and sustain a safe and manageable level of nutritional health in order to prevent institutionalization between July 1, 2025 and June 30, 2026.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2025 and ending June 30, 2026, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2026. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$12,000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$1000.00 per month, or \$12,000.00 for fiscal year 2025-2026. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT.

Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2025-2026.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet

eligibility criteria and shall conform with the "changes in use" restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any

reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of 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 paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract,

subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover

cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the

Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The 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 in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement 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 Part 800, Advisory Council on Historic Preservation Procedures for 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.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with

assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under 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 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The 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 Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

- A. No Federal appropriated funds have been paid or 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;

B. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE

35. AMENDMENTS; VARIATIONS

This writing with exhibits embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

36. NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon and addressed as follows:

GRANTEE:

Director of Recreation
and Community Services
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714-0158

SUBRECIPIENT:

Human Services Association
6800 Florence Avenue
Bell Gardens, CA 90201

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

CITY OF LAKEWOOD

APPROVED AS TO FORM

Mayor

City Attorney

ATTEST:

City Clerk

HUMAN SERVICES ASSOCIATION

By _____

Title

RESOLUTION NO. 2025-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD RENEWING THE AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND THE HUMAN SERVICES
ASSOCIATION (HSA) TO PROVIDE SERVICES FOR SENIOR
ADULT RESIDENTS OF THE CITY OF LAKEWOOD FOR THE
FISCAL YEAR 2025-2026

WHEREAS, the City is desirous of contracting with the Human Services Association for providing services for senior adult residents of the City of Lakewood, including congregate and home delivered meals; and

WHEREAS, the Human Services Association possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City has allocated the sum of \$12,000 in the 2025-2026 budget for this service;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES
RESOLVE AS FOLLOWS:

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and the Human Services Association, a community non-profit corporation, that will provide services, including congregate home delivered meals for senior residents of the City of Lakewood is hereby renewed for the fiscal year 2025-2026, commencing July 1, 2025 and ending June 30, 2026.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Human Services Association.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

THE UNDERSIGNED, being the _____ of the HUMAN SERVICES ASSOCIATION, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the HUMAN SERVICES ASSOCIATION, and that the HUMAN SERVICES ASSOCIATION, does hereby agree to the extension of said agreement for the fiscal year 2025-2026 as set forth in said agreement and this resolution.

HUMAN SERVICES ASSOCIATION

Title _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Resolution Renewing Agreement with Meals on Wheels of Long Beach and Allocation of CDBG Funding for Fiscal Year 2025-2026

INTRODUCTION

The City of Lakewood has had a partnership with Lakewood Meals on Wheels since 1975. Lakewood Meals on Wheels provided home delivery of nutritional meals to the elderly, handicapped and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization. Lakewood Meals on Wheels has elected to dissolve as a non-profit organization in calendar year 2023. The city endeavors to continue provision of meals to the above described population. To that end, Meals on Wheels of Long Beach will provide continuity in service, delivering nutritional meals to residents in the Meals on Wheels program.

STATEMENT OF FACT


The city entered into an agreement with Meals on Wheels on Wheels of Long Beach in February of 2023, and the city has determined that providing subsidized meals to Lakewood residents unable to afford to pay is a public purpose, and for the general welfare and public benefit. The city is desirous of continuing to contract with Meals on Wheels of Long Beach for this purpose.

The city has allocated the sum of \$11,000.00 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution which authorizes and directs the mayor and city clerk to execute the Agreement between the City of Lakewood and Meals on Wheels of Long Beach to direct CDBG funds in the amount of \$11,000 for the purpose of providing home delivery of nutritional meals to elderly, handicapped and convalescing residents of Lakewood and payments made for travel to volunteers performing these services for the period of July 1, 2025 to June 30, 2026.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and MEALS ON WHEELS OF LONG BEACH, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described home delivered meals to frail residents of the City of Lakewood; and

WHEREAS, Subrecipient possesses the manpower, equipment and skills requisite and necessary to furnish said services to the GRANTEE; and

WHEREAS, the GRANTEE has allocated \$11,000 in the fiscal year 2025-2026 Budget for the purpose of providing home delivered meals to frail residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing home delivered meals to frail residents is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2025 and ending June 30, 2026. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 – Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$11,000 to Meals on Wheels of Long Beach to help frail residents remain in their homes by providing home delivered meals between July 1, 2025 and June 30, 2026.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2025 and ending June 30, 2026, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2026. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$11,000. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$917.00 per month, or \$11,000.00 for fiscal year 2025-2026. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of

a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2025-2026.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular

Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of 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 paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The 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 in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement 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 Part 800, Advisory Council on Historic Preservation Procedures for 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.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and

ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under 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 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The 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 Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

- A. No Federal appropriated funds have been paid or 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;
- B. 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, it

will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE.

35. AMENDMENTS: VARIATIONS

This writing with exhibits embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

36. NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon and addressed as follows:

GRANTEE:

Director of Recreation
and Community Services
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714-0158

SUBRECIPIENT:

Meals on Wheels of Long Beach
P.O. Box 15688
Long Beach, CA 90815

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

CITY OF LAKEWOOD

APPROVED AS TO FORM

Mayor

City Attorney

ATTEST:

City Clerk

MEALS ON WHEELS OF LONG BEACH

By _____

Title

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND MEALS ON WHEELS OF LONG
BEACH FOR THE FISCAL YEAR 2025-2026

WHEREAS, Meals on Wheels of Long Beach has recruited citizens for voluntary services to the community; and

WHEREAS, these services involve the home delivery of nutritional meals to the elderly, handicapped and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization; and

WHEREAS, the foregoing is a public purpose and for the general welfare and public benefit of the City of Lakewood; and

WHEREAS, the City Council for the fiscal year 2025-2026 budgeted \$11,000 to reimburse Meals on Wheels of Long Beach for meal cost subsidy for low-income Lakewood residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Meals on Wheels of Long Beach, a non-profit corporation, providing meals for convalescent, elderly and handicapped residents of the City of Lakewood, is hereby renewed for the fiscal year 2025-2026 commencing July 1, 2025 and ending June 30, 2026.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Meals on Wheels of Long Beach.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

RESOLUTION

ATTEST:

Mayor

City Clerk

ACCEPTANCE BY MEALS ON WHEELS OF LONG BEACH

THE UNDERSIGNED, being the _____ of MEALS ON WHEELS OF LONG BEACH, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Meals on Wheels of Long Beach, and that Meals on Wheels of Long Beach, does hereby agree to the extension of said agreement for the fiscal year 2025-2026 as set forth in said agreement and this resolution.

MEALS ON WHEELS OF LONG BEACH

By _____

Title _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Resolution Renewing Agreement with Pathways Volunteer Hospice, Inc. and Allocation of CDBG Funding for Fiscal Year 2025-2026

INTRODUCTION

The City of Lakewood has had a long-time partnership with Pathways Volunteer Hospice to provide services to terminally ill residents of the City of Lakewood and support services to their family members.

STATEMENT OF FACT

Pathways Volunteer Hospice is a non-profit organization dedicated to providing service to the terminally ill and providing compassionate support to grieving families since 1985.

The city entered into an agreement with Pathways Volunteer Hospice in 1995 and the city has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose and serves the general welfare and public benefit. The city is desirous of continuing to contract with the Pathways Volunteer Hospice for this purpose.

The city has allocated the sum of \$8,000.00 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Pathways Volunteer Hospice to provide service to terminally ill and grieving residents of Lakewood for the period of July 1, 2025 to June 30, 2026 and provide CDBG funds in an amount not to exceed \$8,000.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and PATHWAYS VOLUNTEER HOSPICE a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

WHEREAS, Subrecipient possesses the manpower, equipment and skills requisite and necessary to furnish said services to the GRANTEE; and

WHEREAS, the GRANTEE has allocated \$8,000 in the fiscal year 2025-2026 Budget for the purpose of providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2025 and ending June 30, 2026. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 –Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$8,000 to Pathways Volunteer Hospice to provide free direct client services to individuals facing end of life, aging, and/or bereavement issues between July 1, 2025 and June 30, 2026.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2025 and ending June 30, 2026, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2026. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$8,000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$667.00 per month, or \$8,000.00 for fiscal year 2025-2026. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT.

Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2025-2026.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT

within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular

Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of 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 paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The 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 in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement 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 Part 800, Advisory Council on Historic Preservation Procedures for 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.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to

relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under 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 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The 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 Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

- A. No Federal appropriated funds have been paid or 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;
- B. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE.

35. AMENDMENTS: VARIATIONS

This writing with exhibits embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

36. NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon and addressed as follows:

GRANTEE:

Director of Recreation
and Community Services
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714-0158

SUBRECIPIENT:

Pathways Volunteer Hospice
4645 Woodruff Avenue
Lakewood, CA 90713

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

CITY OF LAKEWOOD

APPROVED AS TO FORM

Mayor

City Attorney

ATTEST:

City Clerk

PATHWAYS VOLUNTEER HOSPICE

By _____

Title

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE PATHWAYS VOLUNTEER HOSPICE, INC. PROVIDING SERVICES FOR TERMINALLY ILL RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2025-2026

WHEREAS, the City is desirous of contracting with the Pathways Volunteer Hospice, Inc. for the performance of support services for the terminally ill residents and support services to their family members of the City of Lakewood; and

WHEREAS, Pathways Volunteer Hospice possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City Council has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and for the general welfare and public benefit;

WHEREAS, the GRANTEE has allocated \$8,000.00 in the 2025-2026 budget for the purpose of providing services to terminally ill residents of the City of Lakewood and support services to their family members; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. That certain agreement entitled "Agreement for Services" between the City of Lakewood, a municipal corporation, and the Pathways Volunteer Hospice, Inc., a community non-profit charitable service, for services for the terminally ill residents of the City of Lakewood is hereby renewed for the fiscal year 2025-2026, commencing July 1, 2025 and ending June 30, 2026.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Pathways Volunteer Hospice, Inc.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

ACCEPTANCE BY PATHWAYS VOLUNTEER HOSPICE, INC.

THE UNDERSIGNED, being the _____ of PATHWAYS VOLUNTEER HOSPICE, INC., a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Pathways Volunteer Hospice, Inc., and that Pathways Volunteer Hospice, Inc., does hereby agree to the extension of said agreement for the fiscal year 2025-2026 as set forth in said agreement and this resolution.

PATHWAYS VOLUNTEER HOSPICE, INC.

By _____

Title _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Telecommunication Services Agreement with Abilita LA

INTRODUCTION

The City has utilized telecommunications consultant services for the past twelve (12) years. The services provided under the proposed agreement include assisting the City in managing and reviewing all the telecommunications systems and infrastructure on a monthly basis.

STATEMENT OF FACT

The City is in need of a telecommunication services consulting firm. Abilita LA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. Telecommunications consulting services will include working with telecom providers such as Frontier and AT&T.

Abilita LA has proven to be a vital service provider for the City. The City relies on Abilita to monitor our billing rates, call for repairs, audit our telecom plans, and inform us of potential changes in the future.

RECOMMENDATION

That the City Council extends the telecommunications services agreement with Abilita LA for a period ending June 30, 2026, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
TELECOMMUNICATION SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
ABILITA LA

Per Section 5 of the Agreement dated July 1, 2025, the undersigned agree to extend the agreement for telecommunication services dated the 1st day of July 2014 under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026.

Dated the 10th day of June 2025.

ABILITA

CITY OF LAKEWOOD

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of First Amendment to Agreement for Publication of Recreation and Community Services Catalog

INTRODUCTION

Following a review of proposals for publication of the Recreation and Community Services Catalog, Advantage Mailing, LLC was selected for services based on a variety of rating criteria.

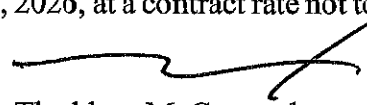
STATEMENT OF FACT

The city entered into an agreement with Advantage Mailing, LLC (Advantage), in July of 2024 and have been generally satisfied with the quality and customer service of Advantage Mailing. Due to an increase in paper and printing costs, Advantage has increased pricing from the original quote by 9.3%. Quotes were requested from known local printing agencies and Advantage Mailing, LLC was still the lowest bid even with the increase for the coming year. As the city has been satisfied with the service provided by Advantage Mailing, the city seeks to continue its agreement with Advantage Mailing, LLC for a second year.

RECOMMENDATION

Staff recommends that the City Council authorize the mayor and the City Clerk to execute the First Amendment to Agreement for Publication of Recreation and Community Services Catalog with Advantage Mailing, LLC, subject to approval as to legal form by the City Attorney for an additional one year period of July 1, 2025 to June 30, 2026, at a contract rate not to exceed \$53,757.

Valarie Frost, Director **VF**
Recreation and Community Services


Thaddeus McCormack
City Manager

CITY OF LAKEWOOD
FIRST AMENDMENT TO AGREEMENT FOR
PUBLICATION OF RECREATION AND COMMUNITY
SERVICES CATALOG WITH ADVANTAGE MAILING, LLC

This Amendment hereinafter referred to as "AMENDMENT," made and entered into as of the 1st day of July, 2025, by and between the City of Lakewood, a municipal corporation, hereinafter referred to as "CITY," and Advantage Mailing, LLC, hereinafter referred to as "CONTRACTOR," amends that certain "City of Lakewood Agreement for Publication of Recreation and Community Services Catalog" (the "AGREEMENT") made and entered into on July 1, 2024.

The AGREEMENT is hereby amended as follows:

- A. TERM. The term of this AMENDMENT shall commence on July 1, 2025, and terminate on June 30, 2026.
- B. PAYMENT. CITY agrees to pay CONTRACTOR three times during TERM upon completion of services for the production of three seasonal Recreation and Community Services Catalogs. The total payment to CONTRACTOR for the services rendered under this Agreement shall not exceed the sum of \$53,757.

In all other respects, the AGREEMENT shall remain in full force and effect.

NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY:	Director of Recreation and Community Services City of Lakewood 5050 Clark Avenue Lakewood, CA 90712
----------	--

To CONTRACTOR:	Advantage Mailing, LLC 1600 N. Kraemer Boulevard Anaheim, CA 92806
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day and year first above written.

CITY OF LAKEWOOD

CITY MANAGER

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ADVANTAGE MAILING, LLC

By _____

Title

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Third Amendment to Professional Services Agreement (PSA) for Water Quality Testing

INTRODUCTION

On June 11, 2024, the City Council approved the second amendment to an agreement with ALS Group USA, Corp. for water quality testing. The State Water Resources Control Board Division of Drinking Water (DDW) mandates that the City of Lakewood conduct scheduled water quality testing to ensure that the water we deliver to consumers meets or exceeds both the State and Federal standards. The City relies on the long-term partnership with ALS Group USA, Corp. (ALS) to provide this service.

STATEMENT OF FACT

The existing agreement with ALS is scheduled to end on June 30, 2025. To date, ALS has fulfilled all contractual obligations in their agreement to provide water quality testing services to a high level of satisfaction for City staff. Staff therefore recommends amending the existing agreement with ALS to extend the agreement to June 30, 2027 for an amount not to exceed \$25,000.00 for FY 2025-2026 and \$35,000 for FY 2026-2027.


FISCAL IMPACT

Funds are proposed in Operating Account 75008200-51840 Water Analysis with an allocation of \$25,000.00 for FY 2025-2026 and \$35,000 for FY 2026-2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the third amendment to the existing agreement with ALS Group USA, Corp. for a not-to-exceed amount of \$25,000.00 for FY 2025-2026 and \$35,000 for FY 2026-2027.
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.


Derek Nguyen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR
WATER QUALITY TESTING**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and ALS GROUP USA, CORP, sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 11, 2024, the CITY and SERVICE PROVIDER entered into a second amendment to the Agreement entitled "SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER QUALITY TESTING"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027,

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. The City agrees to pay to SERVICE PROVIDER a sum not to exceed \$25,000.00 for FY 2025-2026 and \$35,000 for FY 2026-2027.

All of the terms and conditions of the AGREEMENT not modified by this Second Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
ALS Group USA, Corp

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve an Amendment to the Engineering Services Agreement with Ardurra Group Inc.

INTRODUCTION

The current workload assigned to the Public Works Department merits an extension of staff through the use of a consulting contract for engineering and project management support services. Ardurra has the expertise to assist the City with these on-call professional services.

STATEMENT OF FACT


Over the past several years, the Public Works Department has been faced with a significant work load of Capital Improvement Projects, studies, development projects, operational issues, numerous requests for service from the public and new regulations from State and Federal agencies. The staff is very small and challenged with meeting the requirements of the workload. A number of other cities in the area utilize consulting engineering companies as an extension of staff, and Ardurra has provided this service for Laguna Beach, Manhattan Beach, Long Beach, Seal Beach and many others.

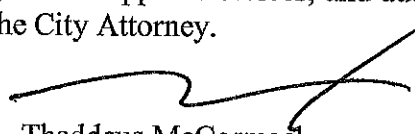
On April 17th 2023, the CIP Committee directed staff to immediately increase resources to expedite the delivery of CIP Projects due to a recent influx of funding, several of which have looming grant deadlines. Ardurra has assisted the City successfully on many types of projects, inclusive of project management, construction management, technical studies, traffic engineering.

Sufficient funds have been budgeted for consulting engineering services. The work would be performed on a time and material basis, under Ardurra's standard rate schedule. The agreement with Ardurra needs to be revised to incorporate the latest rate schedule. In the event they are assigned to provide construction management and inspection on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for approval prior to the start of work.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the consulting agreement with Ardurra Group Inc. for Engineering & Project Management Support Services, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND ARDURRA GROUP INC.

The Agreement dated June 13, 2023 is hereby further amended as follows:

Revise second paragraph, Section 2 SCOPE OF SERVICES to read "Upon specific and separate authorization by the City, the ENGINEER agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."

Revise Section 4 PAYMENT to read "The CITY agrees to pay ENGINEER for all services rendered under the Scope of Services. For and in consideration of the services performed by ENGINEER and when approved by the City, the City agrees to pay to ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect."

The Agreement of June 13, 2023, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

ARDURRA GROUP INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



May 15, 2025

Mr. Sam Chambers
Project Manager
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

SUBJECT: REQUEST FOR FY25-26 BILLING RATES INCREASE FOR OUR PROGRAM AND
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, INSPECTION,
ENGINEERING, AND OTHER RELATED ON-CALL PROFESSIONAL SERVICES
CONTRACT RENEWAL

Dear Sam:

Per your request, please find our fiscal year 2025-26 billing rate schedule below.

Please contact me at 714.476.3508 or avoyiatzes@ardurra.com if you have any questions or concerns.

Sincerely,

Anissa Voyiatzes, PE, ENV SP
Group Leader, Engineering and Municipal Services



ARDURRA GROUP, INC. (CALIFORNIA)
Standard Billing Rate Schedule (July Fiscal Year 2025-26)
Rates Effective July 1, 2025 through June 30, 2026

(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

ENGINEERING, MUNICIPAL, ENVIRONMENTAL, TRAFFIC, & SURVEYING SERVICES

STAFF	HOURLY RATE	STAFF	HOURLY RATE
Principal/Project Manager V.....	\$347	Senior Structural Engineer.....	\$294
QA/QC Manager.....	\$305	Structural Engineer.....	\$231
Project Manager IV.....	\$294	SUE Technician*.....	\$152
Project Manager III.....	\$263	SWPPP Practitioner*.....	\$184
Project Manager II.....	\$242	Specialty Professional/Discipline.....	\$294
Project Manager I.....	\$221	Senior Environmental Scientist.....	\$263
Project Engineer VI.....	\$273	Associate Environmental Scientist.....	\$189
Project Engineer V.....	\$263	Assistant Environmental Scientist*.....	\$158
Project Engineer IV.....	\$221	Senior Planner.....	\$231
Project Engineer III.....	\$194	Planner II.....	\$205
Project Engineer II.....	\$179	Planner I.....	\$184
Project Engineer I.....	\$173	Associate/Assistant Planner.....	\$142
Project Designer III*.....	\$163	Senior Landscape Architect.....	\$263
Project Designer II*.....	\$147	Landscape Architect.....	\$194
Project Designer I*.....	\$137	Principal Architect.....	\$263
CADD Drafter III*.....	\$158	Senior/Associate Architect.....	\$231
CADD Drafter II*.....	\$137	Architect.....	\$221
CADD Drafter I*.....	\$121	3-Person Survey Crew*.....	\$399
Administrative Assistant*.....	\$142	2-Person Survey Crew*.....	\$326
Plan Check Engineer IV.....	\$284	1-Person Survey Crew*.....	\$221
Plan Check Engineer III.....	\$236	Survey Director.....	\$263
Plan Check Engineer II.....	\$210	Assistant Surveyor (not Licensed)*.....	\$194
Plan Check Engineer I.....	\$194	GIS Analyst*.....	\$194
Senior Traffic Engineer.....	\$273	GIS Specialist*.....	\$173
Traffic Engineer III.....	\$263	Graphic Designer*.....	\$152
Traffic Engineer II.....	\$221	Drone Operator with Camera*.....	\$194
Traffic Engineer I.....	\$194	Flow Monitoring Project/Data Manager.....	\$210
Traffic Engineering Associate II.....	\$179	Flow Monitoring Field Manager.....	\$189
Traffic Engineering Associate I.....	\$152	Flow Monitoring Field Supervisor*.....	\$158
Traffic Engineering Technician III*.....	\$158	Flow Monitoring Field Technician III*.....	\$131
Traffic Engineering Technician II*.....	\$137	Flow Monitoring Field Technician II*.....	\$121
Traffic Technician I*.....	\$110	Flow Monitoring Field Technician I*.....	\$100
Sr. Grants Manager.....	\$242	Community Relations Strategic Advisor.....	\$305
Grants Manager.....	\$179	Community Relations Project Manager.....	\$273
Sr. Project Coordinator / Graphic Artist.....	\$200	Community Relations Assistant Project Manager....	\$242
Project Coordinator / Graphic Artist.....	\$152	Community Relations Senior Account Coordinator..	\$179
Public Works Technician III*.....	\$158	Community Relations Account Coordinator.....	\$152
Public Works Technician II*.....	\$137	Community Relations Specialist.....	\$165
Public Works Technician I*.....	\$110	Community Relations Senior Graphic Artist.....	\$200
Senior Code Enforcement Officer/Manager*.....	\$131	Community Relations Graphic Artist.....	\$168
Code Enforcement Officer II*.....	\$100	Community Relations Account Assistant.....	\$131
Code Enforcement Officer I*.....	\$95	Expert Witness Services	
		Data Review and Preparation.....	\$347
		Testimony & Deposition.....	\$526



ARDURRA GROUP, INC. (CALIFORNIA)
Standard Billing Rate Schedule (July Fiscal Year 2025-26)
Rates Effective July 1, 2025 through June 30, 2026
(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

PROJECT/CONSTRUCTION MANAGEMENT / INSPECTION SERVICES

STAFF	REGULAR TIME	OVERTIME		SUNDAY/ HOLIDAY
	RATE ¹	MON-FRI ²	SAT ¹	
Principal.....	\$347	—	—	—
Principal Construction Manager.....	\$305	—	—	—
Project Executive/QA/QC Manager.....	\$305	—	—	—
Senior Program Manager.....	\$294	—	—	—
Program Manager.....	\$279	—	—	—
Senior Project Manager.....	\$273	—	—	—
Project Manager.....	\$242	—	—	—
Assistant Project Manager.....	\$189	—	—	—
Structures Representative.....	\$284	—	—	—
Senior Construction Manager.....	\$273	—	—	—
Construction Manager.....	\$242	—	—	—
Assistant Construction Manager.....	\$189	—	—	—
Project Controls Engineer, Labor Compliance.....	\$173	—	—	—
Documents Control, Administration.....	\$142	—	—	—
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) ^{3, 5, 6}	\$224	\$314	\$314	\$403
PE Licensed Inspector (Prevailing and Non-Prevailing Wage - Special Shift) ^{3, 4, 5, 6} ..	\$229	\$321	\$321	\$412
Public Works Inspector (Prevailing Wage) ^{3, 5, 6}	\$208	\$291	\$291	\$374
Public Works Inspector (Prevailing Wage - Special Shift) ^{3, 4, 5, 6}	\$220	\$309	\$309	\$397
Accessibility Expert/CASp Inspector 6,7.....	\$423	\$600	\$600	\$771
DSA/OSHPD Inspector of Record ⁶	\$244	\$342	\$342	\$440
Deputy Inspection (Prevailing Wage) ^{3, 5, 6}	\$203	\$284	\$284	\$365
NDT Testing (Prevailing Wage) ^{3, 5, 6}	\$203	\$284	\$284	\$365
Public Works Inspector (Non-Prevailing Wage) ⁵	\$188	\$263	\$263	\$339

Refer to following page for rate schedule notes and assumptions.



NOTES AND ASSUMPTIONS

Engineering, Municipal, Environmental, Traffic, & Survey Notes:

* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.

Project, Construction Management & Inspection Notes:

¹ The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.

² Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.

³ Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination SD-23-63-3-2023-2D, issued 8/22/2023.

⁴ A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.

⁵ The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001: • Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum • Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum.

⁶ For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

⁷ Any Accessibility Expert/CASp Inspector service assignments shall be a 4 hour minimum.

Overall Notes:

Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate. An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.

Fees for Subconsultant Services: Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.

Web Based Contract Administration: Selected / specified cloud based service billed at cost plus fifteen percent (15%).

Escalation: Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual review for Consumer Price Index escalation or 3%, whichever is greater.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Engineering Services Agreement with Associated Soils Engineering, Inc.

INTRODUCTION

Associated Soils Engineering (ASE) has assisted the City with engineering services on street and water public works projects for many years. In 2001, the City and ASE entered into an Agreement for ASE to provide materials testing support services to the City. The work performed under this agreement includes various testing and observation services such as plant inspection, field-tests, laboratory tests, engineering and reporting.

STATEMENT OF FACT


The City is in need of on-call services of a geotechnical engineer for street and water related engineering services. Associated Soils Engineering has the required licenses and experience to perform all aspects of the scope of work outlined in previous agreements. When ASE is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they shall provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services Agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds.


For smaller projects or studies where fees are less than \$50,000, ASE shall provide a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for ASE's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with ASE needs to be revised to incorporate the latest rate schedule.

RECOMMENDATION

That the City Council amend the engineering services agreement with Associated Soils Engineering, in an amount not to exceed budgeted amounts for geotechnical work, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

COMPENSATION REVISION FOR
ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
ASSOCIATED SOILS ENGINEERING, INC.

Per Section 4 of the Agreement dated July 1, 2001, the undersigned agree to extend the agreement for engineering services dated the 1st day of July 2001 under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as further amended as follows:

1. Revise second paragraph, Section 2 SCOPE OF SERVICES to read "Upon specific and separate authorization by the City, the ENGINEER agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."
2. Revise Section 3 PAYMENT to read "The CITY agrees to pay ENGINEER for all services rendered under the Scope of Services. For and in consideration of the services performed by ENGINEER and when approved by the City, the City agrees to pay to ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect."

The Agreement of July 1, 2001, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

ENGINEER

CITY OF LAKEWOOD

Authorized Representative

Mayor

Approved as to form:

ATTEST

City Attorney

City Clerk

JANUARY 2025 FEE SCHEDULE

ENGINEERING & TECHNICAL SERVICES (Rate per Test)

Principal Engineer/Geologist	\$ 220.00	Certified Pile Inspector (Drilled/Driven/Tieback)	\$ 150.00
Project Engineer/ Geologist	\$ 200.00	Registered Deputy Inspector (ICC, DSA, Cities, Counties etc.)	\$ 150.00
Staff Engineer/Geologist	\$ 180.00	Registered Deputy Grading Inspector (ICC, Cities, Counties etc.)	\$ 150.00
Supervising Technician (Lab/Field)	\$ 150.00	Laboratory Technician	\$ 115.00
Field Technician	\$ 115.00	Technical Typist	\$ 100.00
Field Technician/Deputy Inspector (Prevailing Wage)	\$ 170.00	Technical Illustrator	\$ 165.00
Field Support Services	\$ 105.00	Field/Lab Assistant	\$ 100.00
Office Services	\$ 105.00	Expert Witness (Preparation & Court - 4 hr. min.)	\$ 900.00
Soil-Cement Mix Design and Testing	Quote (min. \$4,500)		

LABORATORY TESTING & CORING SERVICES (Rate Per Test)

<u>Classification & Index Tests</u>		<u>Compaction & R-Value Tests</u>	
Sand Equivalent (Cal 217 or ASTM D2418)	\$ 115.00	Max Density/Opt. Moisture ASTM D1557 (Method A and B)	\$ 240.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	\$ 235.00	Max Density/Opt. Moisture ASTM D1557 (Method C)	\$ 285.00
Shrinkage Factors (ASTM D427)	\$ 200.00	Max Density/Opt. Moisture California 218	\$ 240.00
Sieve Analysis including Hydro (ASTM D422)	\$ 220.00	R-Value Natural Soil (Cal 301 or ASTM 2844)	\$ 385.00
Sieve Analysis - retained 200 mesh	\$ 180.00	R-Value Cement or Lime treated Soil (Cal 301 or ASTM 2844)	\$ 400.00
200 Wash	\$ 105.00	R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$ 400.00
Moisture Content (ASTM D2216)	\$ 70.00	CBR (ASTM D1883) - Soil	\$ 420.00
Moisture Content & Dry Density - Ring (D2937)	\$ 90.00	CBR - Base	\$ 490.00
Moisture Content & Dry Density - Shelby Tube	\$ 100.00		
Specific Gravity - Soil	\$ 230.00	<u>Consolidation & Expansion Tests</u>	
<u>Strength Tests</u>		Consolidation ASTM D2435 (Method A)	\$ 255.00
Direct Shear UU (1 point)	\$ 180.00	Consolidation ASTM D2435 (Method B)	\$ 430.00
Direct Shear UU (3 points)	\$ 285.00	Time Rate per Load Increment	\$ 85.00
Direct Shear CD (3 points)	\$ 310.00	Expansion Index (2.5" Diameter Specimen)	\$ 180.00
Unconfined Compression	\$ 340.00	Expansion Index (4.0" Diameter Specimen)	\$ 200.00
Residual Shear (3 Shear)	\$ 350.00	Single Load Swell or Collapse Test	\$ 200.00
<u>Soil Chemistry Tests</u>		<u>Asphalt Concrete Tests</u>	
Sulfates	\$ 115.00	Mix Design by Marshall or Stabilometer Method	Quote
Chlorides	\$ 115.00	Field Density for Compacted Mix (Cal 308) ≤ 4" diameter each	\$ 100.00
pH	\$ 115.00	> 4" diameter each	\$ 110.00
Resistivity	\$ 155.00	Thickness of Compacted Mix	\$ 75.00
		Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures (ASTM D 2071)	\$ 275.00
Corrosivity Suite (So ₄ , Cl, pH, Resistivity)	\$ 420.00	Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Math. A)	\$ 250.00
<u>Diamond Coring</u>		Maximum Density Determination (Cal 304, 2 pt. Avg.)	\$ 275.00
2" to 6" Diameter	\$ 125.00	Stability Value (Cal 386) - 3 Points	\$ 390.00
8" to 9" Diameter	\$ 150.00	Extraction of Bitumen Material by Ignition Method	\$ 330.00
Hourly Charge Portal-to-Portal/Standby Time	\$ 280.00	<u>Aggregate & Base Course Tests</u>	
Minimum Charge	\$ 500.00	Durability of Aggregate (Cal 229)	\$ 380.00
<u>Compression Tests</u>		Sieve Analysis, Fines Only (ASTM C136)	\$ 180.00
Compression Test 6"x12" Cylinders Incl Hold (ASTM C39) each w/ cert.	\$ 38.00	Sieve Analysis, Fines & Coarse (ASTM C136 or Cal 202)	\$ 200.00
Compression Test, 2", 4" and 6" Cores (ASTM C42) each	\$ 100.00	Cleaness Value CEM 227	\$ 200.00
Mortar Compression each	\$ 70.00	Sp. Gravity, Fine aggregate Incl. % Absorption (ASTM C128)	\$ 220.00
Grout Prism Compression each	\$ 85.00	Sp. Gravity, Coarse Aggregate Incl. % Absorption (ASTM C127)	\$ 200.00
Masonry Prisms (set of 4)	\$ 275.00	Abrasion Resistance-LA Railer, 100-500 rev. (ASTM C131)	\$ 340.00
Shotcrete Panel (incl. coring, capping and breaking up to 4 cores)	\$ 500.00		

BASIS OF CHARGES

Regular Hours: Monday to Friday-7:00 AM to 4:00 PM

Overtime Hours: 1.5 times regular rate over 8 hours per day, night shifts and Saturdays. 2 times regular rate on Sundays, Holidays and work days over 12 hours.

Minimum Charge: 2-hour minimum for show-up if not cancelled two (2) hours prior to arrival. 4-hour minimum if inspection is less than four (4) hours.

Charges for all field work will be computed on a portal-to-portal basis and all portal-to-portal technician mileage is billed at \$0.99/per mile. Field work will be billed on a time and material basis unless quoted otherwise.

Advance Notification: A minimum 24-hour lead time, excluding week-ends and public holidays, is required from the Client for any field or laboratory services requested.

On prevailing wage projects, client must provide correct project DIR number when initiates the request for service. In compliance with CA DIR law, client also needs to provide 72-hour advance notice when scheduling for field service.

Laboratory Tests: Laboratory test rates listed above exclude time and material cost of obtaining the samples. Outside equipment/services, if applicable, will be billed based on ASE's cost plus 15%. Rush laboratory tests will require client's written approval and be billed at 1.5 times of the regular rate, but no less than \$100.

*Rates valid through December 31, 2025

Signatures: If client's site supervisor is not on site to sign the Daily Reports prepared by ASE's technicians/deputy inspectors prior to their departure from site, ASE's technicians/deputy inspectors have been instructed to write "not on site" on all such reports. The content and chargeable time presented on such reports will be considered acceptable to Client UNLESS prior arrangement of acknowledging such reports is made by the client and agreed to by ASE. If ASE's technicians/deputy inspectors are requested by the client to wait/find a signator (including going to another site and/or returning at another time), the client will be charged for the time rendered by ASE's technicians/deputy inspectors at our regular hourly rates.

Engineering reports (up to 4 copies) shall be billed on a time and material basis with a minimum charge of \$750.00, plus postage and additional \$40.00 for binding. Additional copies will be furnished at a cost of \$0.90 per page. Any plan/report, including digital copies, that requires review/signing/stamping by a CA-registered Civil Engineer or Geotechnical Engineer will be billed a minimum of one hour of the current Principal Engineer rate.

Fees charged are for professional and technical services and are due upon presentation. Any invoice not paid within thirty (30) days will be considered past due and a finance charge of 1% per month (18% annually) will be added to the unpaid balance.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Approval of Agreement with Atlantic Aviation for Fuel Services

INTRODUCTION

For at least the past 20 years, Sky Knight helicopters have been stored in hangars at Long Beach Airport as a provision of the agreement with our helicopter maintenance provider. As such, Sky Knight has always been able to refuel using fueling services of the Fixed Base Operator (FBO) and at a rate discounted below retail. This service was provided by various FBOs over the years without any written agreements.

STATEMENT OF FACTS

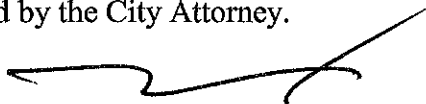
Approximately three years ago, Atlantic Aviation took over as the FBO for the hangar and general aviation operations where Sky Knight is located. Atlantic extended the same refueling service and discount to the City as provided by previous FBOs. Atlantic is now requesting to enter into a formal agreement with the City for fueling services.

The agreement would commence July 1, 2025 for a three (3) year term and can be extended upon written agreement by City and Atlantic. The City's cost per gallon of fuel will continue to be discounted from the retail rate. The cost will be Atlantic's cost plus a \$1.35 surcharge per gallon for the first year. Each year thereafter, the surcharge amount will be adjusted based Consumer Price Index percentage increase. Additionally, there is a provision for Minimum Annual Fuel Gallons. If the city does not purchase at least 10,500 gallons each year of the agreement, the City will be charged the then current surcharge amount for the difference up to 11,750 gallons. Sky Knight averages approximately 11,375 gallons per year.

RECOMMENDATION

Staff recommends the City Council approve an agreement with Atlantic Aviation for refueling the City's Sky Knight helicopters for a 3-year term commencing July 1, 2025, and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager

FUELING AND GROUND HANDLING SERVICES AGREEMENT

SUMMARY OF TERMS

Contract No.	LGB - City of Lakewood 7.1.25
Airport	Long Beach Airport (Daugherty field) For purposes of this Agreement, " <u>Airport</u> " means the airport and its Governmental Body (as defined in Section 8.8 of the Terms and Conditions).
Operator	LGB CA Holdings LLC dba Atlantic Aviation
Atlantic Facility	3250 Airflite Way, Long Beach, CA 90807 " <u>Facility</u> " includes Operator's entire leasehold at the Airport..
Customer	City of Lakewood
Aircraft	Aircraft owned or operated by Customer, as listed on <u>Schedule 1</u>
Services	Ground Handling: N/A Aircraft Fueling
Effective Date	July 1, 2025 – June 30, 2028
Term	Three (3) Years
Fees	Ground Handling: N/A Aircraft Fueling: Operator's Fuel Cost + \$1.35, subject to increase as set forth in Section 2.3 Additional services may be provided to Customer at the then-current posted rate.
Minimum Annual Fuel Gallons	11,750

This Fueling and Ground Handling Services Agreement (the "Agreement") consists collectively of these Summary of Terms, and the Terms and Conditions, Schedules and Attachments attached hereto. Capitalized terms set forth in the left column of the Summary of Terms have the meaning ascribed to them in the right column.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date set forth below their signature.

OPERATOR

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Printed Name: _____

Title: _____

Date: _____

FUELING AND GROUND HANDLING SERVICES AGREEMENT

TERMS AND CONDITIONS

The Summary of Terms preceding these Terms and Conditions, along with the Schedules and Attachments hereto, are incorporated herein and binding on Operator and Customer. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Summary of Terms.

1. Provision of Services.

1.1 Operator agrees to provide the Services for Customer using Operator's own equipment and supplies. Services will be conducted in accordance with Operator's then-current operating procedures. Customer will provide reasonable advance notice to Operator of its requirement for Services. Operator will maintain sufficient personnel and equipment to provide the Services as reasonably requested by Customer.

1.2 Customer hereby grants Operator the exclusive right to provide the Services to the Aircraft while at the Airport, such that Customer will not permit any other entity to conduct the services covered by this Agreement, including fueling. In the event Customer breaches this obligation to procure Services exclusively from Operator as set forth herein, this Agreement may, at the option of Operator, be terminated forthwith.

1.3 Operator will ensure that the fuel provided under this Agreement, and distribution thereof, is in compliance with customary industry standards for quality and distribution, including use of industry-standard equipment, and in compliance with all applicable laws. Operator will procure fuel from suppliers meeting industry standards for quality of fuels. Operator will comply with all applicable laws in the performance of its obligations hereunder, including obtaining and maintaining all licenses, permits, registrations, and other governmental authorizations required in the performance of such obligations.

1.4 In the event of emergencies related to the Services furnished herein, including but not limited to fuel spills, Operator will, without delay and without waiting for instructions from Customer, undertake all reasonable steps to initiate corrective action consistent with the Airport, local and federal guidelines. In such event, Customer agrees to compensate Operator all costs and expenses for corrective action taken, services rendered, and legal costs incurred in connection therewith within thirty (30) days of payment by Operator therefore when such emergency was attributable to Customer's acts or omissions.

1.5 Customer expressly agrees that during the Term of this Agreement, an employee or agent of the Customer will at all times be in charge of and retain custody and control of the Aircraft being serviced by Operator, and that Operator will at no time be considered a bailee of, or in custody or control of, the Aircraft. Customer will at all times be responsible for the airworthiness of the Aircraft and for verifying that the fueling of the Aircraft was performed in accordance with the instructions given by Customer. Customer is solely responsible for securing the Aircraft at all times.

1.6 During the Term, Customer agrees to purchase no less than the Minimum Annual Fuel Gallons from Operator on an annual basis commencing on the Effective Date, if applicable. The Minimum Annual Fuel Gallons can only be satisfied by Customer's Aircraft uploading fuel at Operator's Facility. Any fuel purchased by other aircraft operated by, managed by or affiliated with Customer, or fuel purchased from an affiliate of Operator, will not be applied to the Minimum Annual Fuel Gallons calculation. The Minimum Annual Fuel Gallons requirement will be prorated on a daily basis for any partial contract year during the Term and may be adjusted on each anniversary of the Effective Date.

1.7 Operator will charge Customer the Fuel Charge (i.e., Operator's Fuel Cost plus Fuel ITP, if any) for each gallon of aviation fuel uplifted for the Aircraft during the Term. "Operator's Fuel Cost" means the then-current cost of fuel to Operator on the date of the fuel purchase. Current costs are calculated from a PLATT prior week mean plus freight, a differential, applicable taxes and fees paid to Operator's supplier, and certain airport-imposed taxes and fees assessed on the provision of fuel. Operator's Fuel Cost calculations may change if Operator changes fuel suppliers. Additionally, Customer will be responsible for all taxes and fees assessed on the provision of fuel to Customer to the extent not included in Operator's Fuel Cost. "Posted Retail" means the posted retail fuel price for 100-LL at the applicable Airport. The Fuel ITP, if any, will increase annually as set forth in Section 2.3 of these Terms and Conditions.

1.8 Annually, at the end of each contract year, Operator will invoice Customer for the shortfall, if any, between the Minimum Annual Fuel Gallons and the actual gallons of aviation fuel uplifted during such contract year, multiplied by the Fuel ITP, if any. Notwithstanding the foregoing, Operator will not invoice Customer for any Minimum Annual Fuel Gallons shortfall if Customer purchases more than 10,500 gallons of aviation fuel in each contract year. Annual fuel invoices must be paid no later than thirty (30) days following receipt thereof.

2. Fees.

**FUELING AND GROUND HANDLING SERVICES AGREEMENT
TERMS AND CONDITIONS**

2.1 Customer agrees to pay to Operator the Fees set forth in the Summary of Terms. Operator will bill Customer monthly for Services performed during the previous week. Customer shall remit payment within thirty (30) calendar days of receipt of such invoice.

2.2 Customer agrees that, during the Term, the Fees will be subject to review and adjustment by CPI-U (as defined below) on or around each anniversary of the Effective Date. "CPI-U" is the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982=100) during the immediately preceding contract year. The index month three (3) months prior to the anniversary month for the current year and the previous year will be used to determine the percent increase. In no event will any Fee be decreased due to changes in the CPI-U.

2.3 In addition to all enumerated Fees, to the extent applicable to Customer, Customer will pay Operator all applicable Airport use fees, facility fees, fuel flowage fees, and other fees imposed by the governing body of the Airport on the provision of Services by Operator to Customer, together with any sales, use, excise, or other taxes imposed by any governmental jurisdiction by virtue of said Services. Under no circumstances will Operator be liable for or required to pay any tax, fee, or other charge owed by Customer, including any taxes, fees or charges applicable to Customer or any of Customer's businesses owed to the Airport.

2.4 If Customer fails to pay in full any Fees or other amounts provided for in this Agreement within five (5) business days after the same becomes due and payable, Customer is obligated to pay a late charge equal to five percent (5%) of the amount, or any portion thereof, not so paid when due. In addition, any fees or other amounts, or any portion thereof, to be paid by Customer pursuant to this Agreement which are not paid in full within ten (10) business days after the same becomes due and payable will bear interest at a rate equal to two (2) percentage points above the then applicable Wall Street Journal Prime Rate (U.S. money center commercial banks) or its successor, accruing from the date such amount became due and payable to the date of payment thereof by Customer. Such interest constitutes additional Fees due and payable to Operator by Customer upon the date of payment of the delinquent payment referenced above.

2.5 Cancellation charges, after-hours callout fees and any other fixed base operator services offered by Operator will be charged to Customer at the then-current posted rate.

3. Term and Termination.

3.1 This Agreement commences on the Effective Date for three (3) years and may be renewed upon written agreement between Operator and Customer (the "Term").

3.2 Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

3.3 Operator may terminate this Agreement upon written notice to Customer following an event of default under this Agreement by Customer and Customer's failure to cure such event of default within five (5) business days after written demand by Operator.

3.4 This Agreement will automatically terminate if Operator ceases operations at the Airport.

3.5 Operator may terminate this Agreement upon the filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act by or against Customer or if any voluntary or involuntary proceedings in any court are instituted to declare Customer insolvent or unable to pay Customer's debts, and in the case of any involuntary petition or proceeding if same is not dismissed within sixty (60) calendar days from the date it is filed, or if Customer makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of Customer or if Customer's interest hereunder is levied upon execution or its attached by process of law and not discharged or dismissed within sixty (60) calendar days.

3.6 Notwithstanding Section 3.3, Operator may terminate this Agreement immediately (without a cure period) if Customer violates the provisions of Article 7 Anti-Bribery, Anti-Corruption.

3.7 In the event of an early termination by either Operator or Customer, the Minimum Annual Fuel Gallons will be prorated through the effective date of termination, provided that the foregoing will not apply in the event of termination due to Customer's breach pursuant to Section 3.3.

4. No Assignment or Sublicense. Customer will not assign, sublicense, or otherwise transfer this Agreement or its rights or obligations hereunder, in whole or in part without Operator's prior written consent. Any attempted assignment, sublicense, or other transfer without Operator's prior written consent is null and void.

**FUELING AND GROUND HANDLING SERVICES AGREEMENT
TERMS AND CONDITIONS**

5. Insurance.

5.1 At all times during the Term, Customer agrees that it will maintain at its expense, in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 2 to this Agreement. All such insurance, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors and employees as additional insureds (collectively, the "Additional Insureds"), include a breach of warranty endorsement and respond on a primary and non-contributory basis. Customer and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the negligence or willful misconduct of the Additional Insureds. Upon execution of this Agreement, Customer will deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). Customer will provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. Customer acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

5.2 Operator agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, the minimum insurance coverage(s) required under the Airport Authority Requirements. Upon thirty (30) calendar days written request by Customer, Operator will provide Customer with a certificate of Operator's insurance coverage. Operator is required to respond to a request from Customer for a copy of such insurance certificate no more than one (1) time per calendar year.

6. Indemnification Obligations; Limitations on Liability; Customer Parties.

6.1 Customer agrees to indemnify, save and hold harmless Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors and employees to the full extent allowed by law from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) for property damage, bodily injury, or death ("Claims") arising out of or in connection with: (i) injury or death of any persons, including Customer's officers, employees, agents, representatives, contractors, guests or invitees; (ii) damage to or loss of property owned, operated or managed by Customer; (iii) any release or spill of hazardous or toxic materials, petroleum, and/or regulated substances by Customer; or (iv) the acts or omissions of Customer, or their respective officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom Customer has the right to control or who is acting through or on behalf of Customer, regardless of where Claims may occur, except to the extent caused solely by the negligence or willful misconduct of Operator.

Customer will provide written notice to Operator of the receipt of any notice of any claim or threatened claim, and provide Operator with a copy of the notice, any additional or other documents provided by the person making the claim, and any response to the claim. The provisions of this Section 6.1 survive the termination or expiration of this Agreement.

6.2 Operator covenants and agrees to repair, or cause to be repaired, at Operator's own cost and expense, any damage to the Aircraft to the extent such damage is caused solely by the negligence or willful misconduct of Operator while performing Services on or proximate to the Aircraft; provided always that Operator's liability will under no circumstance exceed \$1,500,000 with respect to any such loss or damage to the Aircraft and loss or damage in respect of any incident below \$3,000 will not be Operator's responsibility. This Section 6.2 is Customer's sole remedy with respect to damage to the Aircraft.

6.3 THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES WILL OPERATOR, ATLANTIC AVIATION FBO INC., THEIR PARENT COMPANIES, AND THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC. ("ATLANTIC PARTIES"), OR THE AIRPORT BE LIABLE TO CUSTOMER NOR WILL CUSTOMER BE LIABLE TO THE ATLANTIC PARTIES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE).

**FUELING AND GROUND HANDLING SERVICES AGREEMENT
TERMS AND CONDITIONS**

6.4 The limitations and liabilities set forth in this Article 6 apply to Customer and the Aircraft at any location that is operated or managed by Operator, Atlantic Aviation FBO Inc., or any of their respective direct and indirect subsidiaries or affiliated companies under common control with Atlantic Aviation FBO Inc.

6.5 Each subsection of Article 6 shall survive the termination or expiration of this Agreement.

7. Anti-Bribery; Anti-Corruption. Customer and Customer's affiliates will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Operator or its affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decision or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery laws. Customer represents and warrants that neither Customer, the Registered Owner(s) and/or beneficial owner(s) of Customer or the Aircraft, nor their affiliates, owners, shareholders, officers or directors own or are controlled by a "Restricted Person," which is defined as (i) the government of any country subject to an embargo imposed by the United States government; (ii) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government; (iii) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States government; or (iv) individuals or entities identified by a government or legal authority with whom Customer or its affiliates, or Operator or its affiliates, are prohibited or restricted from dealing with, including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. Customer acknowledges and agrees that this is a continuous and ongoing representation and warranty, that it will immediately notify Operator in the event that any of the foregoing become a Restricted Person and, as part of Operator's trade sanctions policy.. Customer represents and warrants that Customer is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. If Customer learns that conduct has or may have occurred in violation of this Article, Customer will immediately notify Operator. Notwithstanding anything to the contrary in this Agreement, Operator may refuse access to the Facility if required under any sanctions law applicable to any Restricted Person and may temporarily refuse such access while confirming whether the foregoing is or is not subject to such sanctions.

8. Miscellaneous.

8.1 **Force Majeure.** Except for the payment of any sums due hereunder by Customer, neither party is liable for its failure to perform under this Agreement that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, pandemic, epidemic, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control; provided, however, should such party's inability to perform due to the force majeure continue for more than sixty (60) calendar days, either party may terminate this Agreement upon thirty (30) calendar days written notice.

8.2 **Authority.** Customer represents that it is fully authorized to enter into this Agreement on behalf of the Customer and to bind Customer to the terms and conditions set forth in this Agreement.

8.3 **Notice.** Except as otherwise provided by this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers, and other communications required or permitted under this Agreement must be in writing and addressed to Customer and Operator (attention: General Manager) and delivered to the addresses set forth in the Summary of Terms via U.S. Mail, recognized overnight courier service or electronic mail (which for emails to Operator, will be delivered to its general manager, with a copy, which shall not constitute notice, to its General Counsel). Notice is deemed given upon receipt or refusal of first delivery (in the case of an overnight courier service, receipt shall be evidenced by the delivery confirmation recorded in the normal course of business by such courier service) and in the case of notice sent by email, the business day upon which the sending party receives confirmation of receipt of such email from the person from whom the email is addressed. No party may contest the form of any notice that is actually received. For purposes of notices required under this Agreement, any changes to the contact information set forth in the Summary of Terms (including but not limited to the mailing address or email address) shall be provided to the other party by written notice

8.4 **Non-Waiver.** No delay, waiver, omission, or forbearance on the part of Operator to exercise any right or power arising from any breach or default by Customer under this Agreement will constitute or be deemed a waiver by Operator of any such right or power including, without limitation, the right to declare Customer in default hereunder for any subsequent breach. To the extent that Customer enjoys any sovereign or analogous immunity pursuant to any domestic laws, as the same may be amended from time to time (or the benefit of any aspect thereof) with respect to this

**FUELING AND GROUND HANDLING SERVICES AGREEMENT
TERMS AND CONDITIONS**

Agreement or Customer's obligations hereunder, Customer hereby irrevocably waives such immunity.

8.5 Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available at law or in equity.

8.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and will not be supplemented, amended, or modified except by a written instrument duly executed by the parties hereto. The language of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

8.7 Survival. Articles 5, 6, 7, 8 the right of Operator to collect Fees and other amounts due and owing, and such other provisions that by their nature are intended to survive termination, will survive and continue in full force in accordance with the terms of this Agreement notwithstanding any expiration or termination of this Agreement.

8.8 Choice of Law; Venue; Severability. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Services are rendered without regard to its conflicts of laws rules. Carrier and Atlantic hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Services are provided for the resolution of any dispute arising under this Agreement, and Carrier and Atlantic expressly waive any defense or claim of inconvenient forum. In the event any legal authority determines that any provision in this Agreement is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Airport Authority Requirement, the Airport Authority Requirement will govern. "Airport Authority Requirements" mean any federal, state, local, municipal, statute, resolution, ordinance, code, edict, decree, rule, directive, regulation, ruling, requirement, lease or operating agreement (including, but not limited to, the agreement or combination of agreements between Atlantic and the Airport providing the terms and conditions by which Atlantic may operate at the Airports) that is issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body, applicable to Atlantic, Carrier, or other operations, operators, and users at the respective airport. "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

8.9 Headings. The headings of the articles, paragraphs, and sections contained in this Agreement are for convenience of reference only and do not constitute a part hereof.

8.10 Counterparts. This Agreement may be executed by electronic mail or facsimile transmission, in one or more counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

* * *

FUELING AND GROUND HANDLING SERVICES AGREEMENT

SCHEDULE 1 AIRCRAFT

Aircraft (Make, Model, Registration Number and Manufacturer Serial Number)	Aircraft Registered Owner (Name, Address, Contact and Email or Phone Number)
Robinson, R-44, N130SK, SN 11781.	City of Lakewood, 5050 Clark Ave, Lakewood CA, 90712 <u>smaliksi@lakewoodcity.org</u>, (562)866-9771 x2114
Robinson, R-44, N930DK, SN 13963.	City of Lakewood, 5050 Clark Ave, Lakewood CA, 90712 <u>smaliksi@lakewoodcity.org</u>, (562)866-9771 x2114

*Schedule 1 may be modified by Customer at any time, subject to Operator's written approval, which such approval will not be unreasonably withheld, by providing Operator with written notice of such modification.

FUELING AND GROUND HANDLING SERVICES AGREEMENT

SCHEDULE 2 CUSTOMER INSURANCE COVERAGE

Aircraft Liability and Physical Damage: The following insurance requirements shall apply to all Aircraft (including any substitute aircraft) identified on the Summary of Terms:

(i) Liability insurance for the Aircraft, both in flight and not in flight, including bodily injury to passengers and third parties; and property damage, premises liability, products liability, and personal injury liability damage arising from Customer's operations, including the ownership, maintenance or use of Aircraft and/or mobile equipment or use or occupancy of the Facility under the terms of this Agreement in an amount not less than fifty million dollars (\$50,000,000) each occurrence and in the annual aggregate in accordance with industry standards (the minimum limit for personal injury liability shall be no less than twenty-five million dollars (\$25,000,000) each occurrence and in the annual aggregate). Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available;

(ii) All risk ground and flight physical damage insurance covering the Aircraft and personal property therein against any loss, theft or damage. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available; and

Property Insurance: Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed tools, equipment and other property of Customer and its agents, invitees and employees and coverage as is reasonable for loss of or damage to tools, equipment and property of third parties. Failure of the Customer to secure and maintain such insurance shall not, in any manner, obligate or render Operator, its agents or employees liable for claims of Customer or any third party for loss of or damage to such property.

Workers Compensation:	Coverage A	Workers Compensation – to statutory requirements
	Coverage B	Employers Liability – coverage limit of not less than one million dollars (\$1,000,000)

All such insurance, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors and employees as additional insureds (collectively, the "Additional Insureds"), include an breach of warranty endorsement and respond on a primary and non-contributory basis. Customer and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the negligence or willful misconduct of the Additional Insureds.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Fifth Amendment to Professional Services Agreement (PSA) for On-Call Services for Well and Booster Pump Maintenance

INTRODUCTION

The regular maintenance of City Well pumps/motors and booster pumps is a critical activity that ensures the reliability of providing water to the City of Lakewood. The Department of Water Resources routinely schedules maintenance of City facilities typically in low demand months, but often water well motors and pumps require timely repair and/or replacement due to various unforeseen reasons. Therefore, On-Call services are paramount for timely and efficient repairs/replacements that would ensure the continued water supply to our residents in the event of unforeseen maintenance/repair issues in the future.

STATEMENT OF FACT

On June 11, 2024, the City Council approved an Amendment to the Agreement for Professional Services for On-Call Services for Well and Booster Pump Maintenance with Bakersfield Well & Pump Company (BWPC). Taking into consideration BWPC's exceptional performance in the drilling of Well 28, Well 15 and Well 27, including their ongoing work on DWR's projects, staff recommends extending the agreement with BWPC until June 30, 2027 for an amount not to exceed \$175,000.00 for FY 2025-2026 and \$175,000.00 for FY 2026-2027.


FISCAL IMPACT

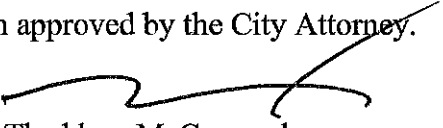
Funds are proposed in Operating Account 75008200-55380 Maintenance/Operation not to exceed \$175,000.00 in FY 2025-2026 and \$175,000.00 in FY 2026-2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve fifth amendment to Professional Services Agreement with Bakersfield Well & Pump Co. of Bakersfield, CA for On-Call Services for Well and Booster Pump Maintenance for a not-to-exceed amount of \$175,000.00 in FY 2025-2026 and \$175,000.00 in FY 2026-2027.
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.


Derek Nguyen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**FIFTH AMENDMENT TO AGREEMENT
FOR ON-CALL SERVICES FOR WELL
AND BOOSTER PUMP MAINTENANCE**

THIS FIFTH AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and BAKERSFIELD WELL & PUMP CO., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 11, 2024, the CITY approved the fourth amendment to the "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE" with SERVICE PROVIDER; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated for a not-to-exceed amount of \$175,000.00 in FY 2025-2026 and \$175,000.00 in FY 2026-2027

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
Bakersfield Well & Pump Co.

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Agreement with Bucknam for Annual GIS Support Services

INTRODUCTION

On January 23, 2024, City Council authorized a consulting agreement with the Bucknam Infrastructure Group to provide annual GIS support services as part of our comprehensive sidewalk management program.

STATEMENT OF FACT

The Bucknam Infrastructure Group specializes in pavement management inspections, right-of-way (ROW) inventory, sidewalk program management, and GIS management services. Bucknam has previously provided inspection and management services to develop a comprehensive sidewalk program to establish a schedule for the City's inventory, inspection, and maintenance and repair activities.

The annual agreement with Bucknam provides on-going support of the GIS database. Bucknam assesses the project maintenance priorities relating to GIS and asset management and support maintenance staff with all GIS services. The typical core services provided is inclusive of utility GIS mapping, parcel updates, easement assessment, planning/land use/zoning updates, traffic control device updates, Capital Improvement Program mapping, flood zone updates, etc. Their staff provides support to core services and maintains existing GIS layers, as well as develop new GIS datasets, through weekly staff augmentation support.

Their annual GIS services proposed fee is approximately \$50,000, however their agreement also includes optional GIS services that could be funded or authorized separately through a purchase order. When Bucknam is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they would provide a detailed, written proposal that staff would ask City Council to authorize under this On-Call Contract Services Agreement.


For smaller projects or studies where fees are less than \$50,000, Bucknam would provide a written letter proposal with fees capped at a not-to-exceed amount. This proposal would be authorized by the city manager prior to starting work.


There are sufficient funds for this work in Measures M and Measure R, which are one-half cent sales tax measures approved by Los Angeles County voters earmarked for the Local Return Programs to be used by cities in developing and/or improving local public transit, paratransit and related transportation infrastructure.

RECOMMENDATION

That the City Council:

1. Approve the amendment to the consulting agreement with Bucknam Infrastructure Group for GIS Support Services starting July 1, 2025, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.
2. Authorize Lakewood's Annual GIS Support Services for an annual fee of \$50,000.
3. Authorize the use of Measure M in the amount of \$50,000.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
GIS SUPPORT SERVICES
BETWEEN CITY OF LAKEWOOD AND BUCKNAM INFRASTRUCTURE GROUP

The Agreement dated January 23, 2024 is hereby further amended as follows:

Revise second paragraph, Section 2 SCOPE OF SERVICES to read "Upon specific and separate authorization by the City, the ENGINEER agrees to provide GIS support services for the City, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council.

Revise Section 4 PAYMENT to read "The CITY agrees to pay ENGINEER for all services rendered under the Scope of Services. For and in consideration of the services performed by ENGINEER and when approved by the City, the City agrees to pay to ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect."

The Agreement of January 23, 2024, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

BUCKNAM

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

Scope of Work



Standard Hourly Rate Schedule

Category	Rate
Principal	\$ 305
Infrastructure Management Project Manager	220
Senior Project Manager	215
Management Analyst	180
Project Engineer / Planner	170
Sr. Engineer / GIS Manager / Sr. Inspector	165
Assistant Engineer / Sr. Technician / GIS Analyst	155
CADD Operator	120
Field / GIS Technician	109
Administrative Assistant	105
Clerical / Word Processing	100

Reimbursables

Mileage	\$0.77/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 7/1/24



BUCKNAM
INFRASTRUCTURE GROUP, INC

3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Third Amendment to Professional Services Agreement (PSA) for On-Call Consulting Services

INTRODUCTION

On June 11, 2024, the City Council approved an amendment to an agreement for On-Call Consulting Services with Cannon Corporation (Cannon) related to specific projects designed to maintain, optimize, or upgrade areas in the City's water system.

STATEMENT OF FACT

In addition to the services related to the Well 28 Equipping Project, DWR continues to require a consultant to help plan and implement various water-specific projects to optimize the City's water system. Cannon understands DWR's water operation and distribution system and their staff have been responsive to DWR's needs for engineering assessment, analysis and design assistance. They have fulfilled their contractual obligations and have provided a high level of satisfaction to DWR staff. Therefore, staff recommends extending the existing Professional Services Agreement for On-Call Consulting Services with Cannon Corporation to June 30, 2027 for an amount not to exceed \$50,000.00 for FY 2025-2026 and \$75,000.00 for FY 2026-2027.

FISCAL IMPACT

Funds are proposed in Operating Account 75008000-55100 Contractual Services not to exceed \$50,000 in FY 2025-2026 and \$75,000 in FY 2026-2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve third amendment to Professional Services Agreement with Cannon Corporation for On-Call Consulting Services for a not-to-exceed amount of \$50,000 in FY 2025-2026 and \$75,000 in FY 2026-2027.
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL CONSULTING SERVICES**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and CANNON CORPORATION, sometimes hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, on June 11, 2024, the CITY approved second amendment to the agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES" with CONSULTANT for FY 2024-2025; and

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 for a not-to-exceed amount of \$50,000.00 for FY 2025-2026 and \$75,000.00 for FY 2026-2027 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this Third Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

CONSULTANT

By: _____
Mayor

By: _____
Cannon Corporation

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Agreement between the City of Lakewood and Care Solace, Inc. for FY 25-26

INTRODUCTION

Care Solace is an online resource with a live 24/7 concierge meant to assist individuals in finding local mental health related programs, substance use treatment providers and counseling services. They serve as the central hub of mental health care by helping people navigate through the confusing and bureaucratic maze involved with both public and private mental health providers.

STATEMENT OF FACT

In implementing the program, city staff worked with Care Solace to train front line staff and promoting the free program to community members. Residents can access the program multiple ways. First is via a custom Care Solace city website, where community members can access the network anonymously and initiate the care. There is also a way to call for people who do not have Internet access. As mentioned above, community members can also access the program through our city employees. All of these contact methods lead to what is called a "Warm Handoff," where once the person in need of help is put in the system, Care Solace takes over. Their team, based on the request, will coordinate with their service providers in their network to match the person with the provider. They will also be the ones to set up appointments, follow-ups and other care as necessary. This happens whether or not the person has insurance. This service removes one of the largest barriers to getting effective mental health care by eliminating the research and guesswork on the part of the requester.

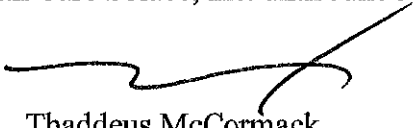
To promote the service, the city has been spreading the message through different channels, including the Care Solace Lakewood website that was mentioned above. Staff also posts regular social media and Lakewood Connect e-Magazine articles.

Since the service's implementation, the community's reaction to the service has been positive. Key performance indicators, including inbound interactions, outbound communications and resident-initiated cases have been trending upwards. The service has proved to be an important resource for the Lakewood community and should be continued until June 30, 2026.

RECOMMENDATION

That the City Council approve the FY 25-26 agreement with Care Solace, Inc. until June 30, 2026 in the amount of \$67,500.

Paolo Beltran **PB**
Deputy City Manager



Thaddeus McCormack
City Manager



Proposal for Continuation of Services Lakewood, California

May 2025

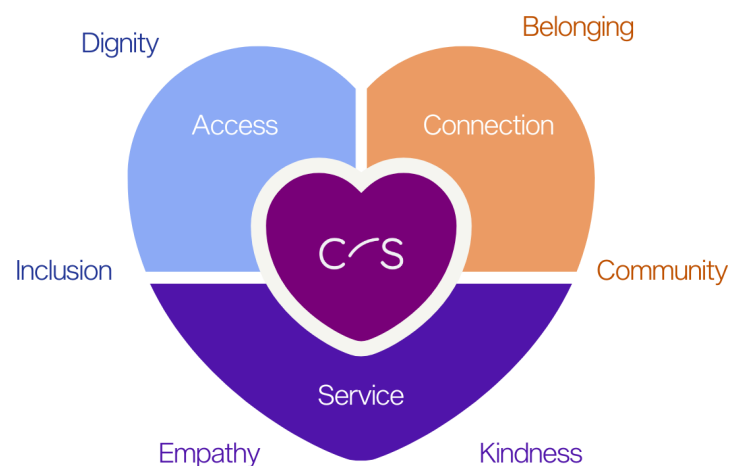
Executive Summary

Care Solace sincerely appreciates the opportunity to share its services with the City of Lakewood, and we commit, if selected, to provide exceptional service for your residents, agencies, and departments. Care Solace is a mental health care coordination service on a mission to improve access to care, regardless of circumstances. By providing a tech-enabled human approach, Care Solace ensures that individuals receive equitable access to reliable, ethical, and high-quality mental health care, regardless of coverage, including private insurance, EAP, Medicaid, and sliding scale options for those without insurance. This enables referred individuals, regardless of need severity or type, to receive a rapid connection to well-matched care. Care Solace provides timely connections to verified mental health providers and city social services, expands on existing programs, and bridges the gaps for needs that exceed the scope of those services. Serving as a coordinated point of entry to mental health and social services, Care Solace supports the entire city ecosystem from first responders to crisis centers, to social workers, to courts and jails, to all residents.

Our Approach to Mental Health

Anyone. Anywhere. Anytime.

We coordinate access to licensed, behavioral health care providers and social services. We serve as a **Central Hub of Care across all social determinants of health.**



General Scope

Care Solace will continue to deliver services to City residents, departments and agencies through the following:



Care Companions provide care coordination for City residents, departments and agencies. Care Companions assess the situation, find appropriate providers, secure an appointment, and follow through on care.



Care Match is our online tool for self-guided care navigation. This portal/software supports self-guided access to the Care Solace provider network. This is an anonymous search tool that offers the same providers' search capabilities to all City residents and agencies and their families. The link to this software will be co-branded with the City's logo and can be made available to residents and agencies on any website or benefit platform.

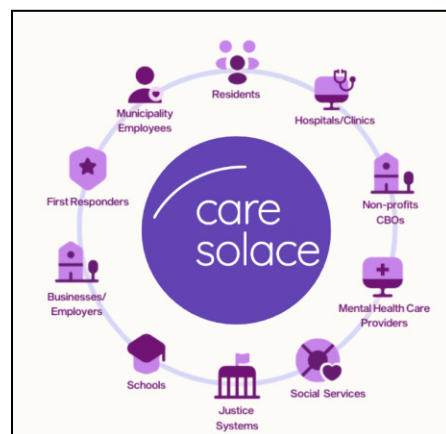


Care Solace Provider Database offers City residents and agencies access to more than 673,000 verified mental health providers, including those offering advanced pathways to care. Providers are geo-coded so an individual can select a local provider for in-person sessions if that is their preference. Selection filters also include language, ethnicity, age, specialization, and more.

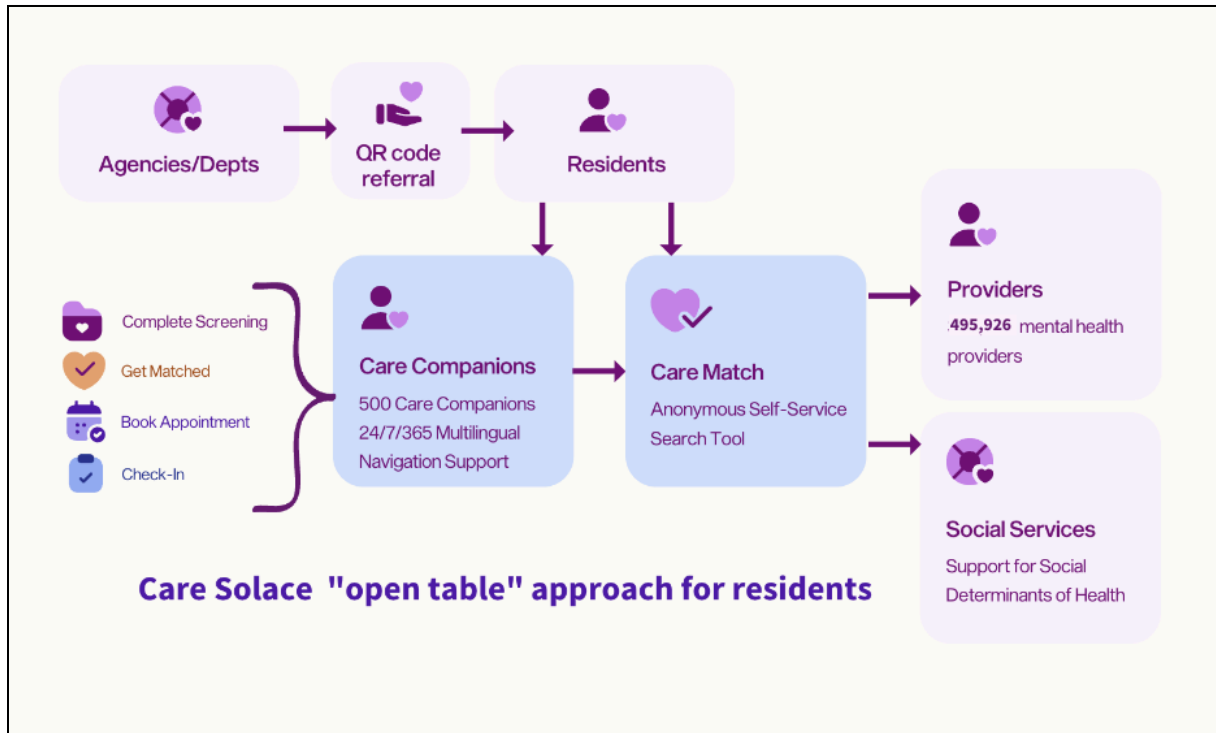


Social Services database offers individual access to social services to support all of the social determinants of health.

Care Solace will help the City support the mental health needs of its residents and agencies by offering all residents access to care coordination, by aggregating mental health and social services, and by coordinating that access through a single portal or call to a Care Companion. Partnering with Care Solace will enable the City to further its efforts to prioritize the mental health needs of its residents, irrespective of insurance and ability to pay. Care Solace's care coordination services will also help bridge the gap to behavioral health services for individuals in even the most vulnerable communities.



Care Solace will amplify the City's current initiatives and services while filling gaps and offering insights. All services are confidential and accessible 24 hours per day, 7 days per week, 365 days per year, and can be accessed via phone or internet and do not require any special equipment or access speed.



Care Companions provide empathetic, personal support that lowers stigma and expedites connection to well-matched care. The team is available by phone, email, video chat, or text 24 hours per day, 7 days per week, 365 days per year, and can coordinate care in over 200 languages. Care Companions are dedicated advocates, helping people looking for treatment every step of the way, finding providers based on needs, making calls to confirm availability and specialties, scheduling appointments, following up to see if appointments are attended, and if Care Solace and provider services have met expectations. If not, they will assist in locating additional providers.

Care Companions will research options based on language, treatment modalities, preferences for cultural identity, religious background, gender of a therapist, or insurance: free, low-cost, or private pay options, and more. Before connecting an individual with a resource, the Care Companion will verify that the provider matches the needs of the individual and will confirm the provider has been through our verification process.

Care Companions are experienced in care coordination and empathetic customer service - supporting individuals in need from diverse cultural and socioeconomic backgrounds - and navigating the mental health and insurance systems. Each Care Companion receives 150 hours of extensive training before supporting Care Solace users. Their initial training and ongoing professional development covers topics including:

mandated reporting; mental health and substance use awareness; pathways of care; cultural and LGBTQIA+ awareness; nuances of mental health and insurance systems; suicidal ideation; and supporting vulnerable populations.

Care Companions will be available and work directly with City agencies, residents and families to connect them with mental health and social services providers. The team is supervised by our licensed mental health team, which manages complex needs and escalated cases.

Care Match is a self-service 24/7/365 online portal that provides an anonymous way for individuals to find care matched to their needs. Care Solace will create and operate a proprietary custom web link to Care Match, branded for the City, allowing authorized users access to our robust proprietary database of mental health care providers serving all pathways of care. From any cell phone, mobile device, or computer, any individual can confidentially search Care Solace's proprietary database in any language. They will be matched to verified community providers based on their needs and preferences, including mental health concern(s), wait, availability, insurance or financial needs, type of preferred treatment, language, or other preferences for care such as proximity, gender, or cultural identity of a therapist, faith-based services or LGBTQIA+ allied services.

Pricing

Annual Term for City of Lakewood - \$5,625/month
Annual term - 12 months - July 1, 2025 - June 30, 2026 Annual term - \$67,500



RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE AGREEMENT WITH THE
GREATER LAKEWOOD CHAMBER OF COMMERCE

THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS
FOLLOWS:

SECTION 1. Agreement dated July 1, 2005 entitled "For Advertising and Promotion with the Greater Lakewood Chamber of Commerce" is hereby amended as follows:

"SECTION 1. Advertising and Promotion

E. To regularly apprise the Chamber of City business, the Chamber agrees to provide a seat on its Board of Directors (Board) to a City officer designated by the City Manager. This non-voting member will attend monthly Chamber Board meetings and provide relevant City news and updates, including new businesses, legislative matters that affect the business community, and other pertinent information.

SECTION 2. Annual Report

A. The Chamber agrees to report to the City Council or its designated officers annually or upon request by the City during the terms of this agreement concerning the contracted activities of the Chamber.

SECTION 5. Term and Consideration

A. The payment to the Chamber for its basic services of advertising and promotion hereunder shall be \$30,000 (thirty thousand dollars) per annum. This consideration shall be paid by the city in equal monthly sums on the first of each month during the period of this Agreement."

SECTION 2. In all other respects the Agreement for Advertising and Promotion with the Greater Lakewood Chamber of Commerce adopted July 1, 2005 remains in full force and effect.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE, 2025.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Extension of Hardscape Maintenance Agreement with CJ Construction

INTRODUCTION

CJ Construction, Inc. provides hardscape maintenance services to the City. These services include removal and replacement of damaged sidewalk, curb, gutter, and access ramps. In some cases, removal and replacement of asphalt is also necessary due to curb and gutter maintenance.

STATEMENT OF FACT


The City is in need of the part-time services of a hardscape maintenance contractor and CJ Construction, Inc. has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.


CJ Construction, Inc. has provided hardscape maintenance services for the City in a very professional and cost effective manner.

The Agreement with CJ Construction, Inc. entitles them to a price increase based on the April to April CPI for this area which is 3% this year. The proposed Schedule of Compensation incorporates the proposed unit prices.

RECOMMENDATION

That the City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
HARDSCAPE MAINTENANCE
BETWEEN THE CITY OF LAKEWOOD AND
CJ CONSTRUCTION, INCORPORATED

Per Section 15 of the Agreement dated December 14, 2004, the undersigned agree to extend the agreement for hardscape and asphalt maintenance services dated the 14th day of December 2004 under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as amended and as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

The Agreement of December 14, 2004, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

CJ CONSTRUCTION, INC.

CITY OF LAKEWOOD

John Sarno, President

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

City Attorney

CITY OF LAKEWOOD
AGREEMENT
FOR
HARDSCAPE MAINTENANCE

EXHIBIT A

SCHEDULE OF COMPENSATION

CJ Construction has carefully examined the hardscape infrastructure of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2026. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

Item No.	Description	Units	Unit Price
1	R&R Sidewalk (4-inch)	SF	\$11.87
2	R&R Curb & Gutter	LF	\$53.92
3	R&R Driveway Approach (6-inch)	SF	\$11.87
4	R&R Asphalt Pavement (6-inch)	SF	\$8.62
5	R&R Curb Ramp	EA	\$5,392.41

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renew Engineering Services Agreement – Craftwater Engineering, Inc.

INTRODUCTION

The City of Lakewood is in need of additional consulting engineering services. Craftwater Engineering, Inc. has been an on-call engineer that offers a wide array of project experience, including stormwater and drinking water systems. Staff recommends their agreement be renewed.

STATEMENT OF FACT

Craftwater was formed several years ago by several key engineers who worked on the design of the Bolivar and Mayfair Stormwater Projects. Lakewood staff is very familiar with Craftwater's capabilities and depth of expertise and knowledge. Since the stormwater projects are relatively new to Lakewood, and the technology is still evolving and advancing, it is helpful to have access to Craftwater's expertise as we continue to optimize the operations at Bolivar, as well as Mayfair, when it comes on line shortly. In addition, Craftwater is highly skilled in the Measure W funding arena and would be very helpful in the development of future stormwater project development and preparation of funding applications.

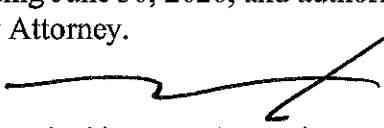
The Engineering Services Agreement is structured the same as the previous agreements with our other on-call engineering firms. The firm would prepare a proposal for a project scope established by staff. Larger projects with fees more than \$50,000 would be presented to Council for approval. Smaller projects with fees of less than \$50,000 could be authorized by the City Manager. Billing would be on an hourly basis with a not-to-exceed cap.

The services that they provide for stormwater related projects are eligible for funding under both the Measure W 5-year regional grant for Operations and Maintenance for both Bolivar and Mayfair, as well as Lakewood's local allocation of Measure W funding. This amendment updates Craftwater's rate schedule.

RECOMMENDATION

Staff recommends that the City Council renew the on-call Engineering Services Agreement with Craftwater Engineering, Inc. for a one-year period ending June 30, 2026, and authorize the mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ON-CALL ARCHITECTURAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND CRAFTWATER

The Agreement dated May 25, 2021 as amended is hereby further amended as follows:

1. Revise second paragraph, Section 2 SCOPE OF SERVICES to read “Upon specific and separate authorization by the City, the ENGINEER prepare studies, plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council.”
2. Revise first paragraph, Section 4 PAYMENT to read “For consideration of the Engineering services performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate determined by the Schedule of standard hourly rates attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, should the agreement term be extended, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect.”
3. Revise second paragraph, Section 5 – TIME FOR PERFORMANCE to read, “the undersigned agree to extend the Agreement for engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2025, and ending June 30, 2026.

The Agreement of May 25, 2021, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

CRAFTWATER ENGINEERING INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



BILLING RATE SCHEDULE

Job Category	2025 Rates
MANAGEMENT	
Expert Witness Testimony	\$597
President	\$375
Vice President	\$305
Principal	\$320
Senior Advisor/ QAQC Specialist	\$305
Senior Project Manager	\$305
Project Manager	\$280
Sr. Associate Project Manager	\$265
Associate Project Manager	\$280
Project Management Analyst	\$250
SCIENCE/MODELING	
Principal Water Resources Engineer/Scientist/Planner	\$282
Senior Water Resources Engineer/Scientist/Planner	\$289
Sr. Associate Water Resources Engineer/Scientist/Planner	\$231
Associate Water Resources Engineer/Scientist/Planner	\$215
Water Resources Engineer/Scientist/Planner	\$200
Sr. Assistant Water Resources Engineer/Scientist/Planner	\$166
Assistant Water Resources Engineer/Scientist/Planner	\$170
Junior Water Resources Engineer/Scientist/Planner	\$155
Junior Water Resources Analyst	\$135
Senior GIS Analyst	\$165
Sr. Associate GIS Analyst	\$172
Associate GIS Analyst	\$155
Junior GIS Analyst	\$145
DESIGN/ARCHITECTURAL	
Principal Civil Engineer	\$282
Senior Civil Engineer	\$289
Civil Engineer	\$236
Senior Project Engineer	\$226
Associate Project Engineer	\$215
Project Engineer	\$215
Senior Civil Designer	\$155
Civil Designer	\$159
Sr. Civil Design Assistant	\$152
Civil Design Assistant	\$155
Junior Civil Design Assistant	\$135
Principal Landscape Architect	\$282
Senior Landscape Architect	\$246
Sr. Associate Landscape Architect	\$225
Associate Landscape Architect	\$210
Landscape Architect	\$135
Senior Landscape Designer	\$180
Sr. Associate Landscape Designer	\$170
Associate Landscape Designer	\$155
Landscape Designer	\$147
Landscape Design Assistant	\$135
TECHNICAL/ADMINISTRATIVE	
Senior Graphics Artist	\$179
Sr. Associate Graphics Artist	\$155
Associate Graphics Artist	\$132
Senior Technical Editor	\$194
Sr. Associate Technical Editor	\$140
Associate Technical Editor	\$130
Senior Programmer/Web Developer	\$240
Sr. Associate Programmer/Web Developer	\$217
Associate Programmer/Web Developer	\$195
CADD Technician	\$143
Project Controller	\$130
Project Accountant	\$195
Contract Administrator	\$179

* Rates are subject to an annual adjustment based on industry and economic conditions

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of On-Call Architectural Services Agreement
With Dahlin Group

INTRODUCTION

In the course of work assigned to the Public Works Department, specialized architectural consultant services are necessary to complete the project. Dahlin Group has been successfully assisting the City with consulting Architectural Services since December of 2018.


STATEMENT OF FACT


The City has a continued need of the services of a contract architectural planning, design and engineering firm and Dahlin Group has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. They offer a wide array of project experience, in particular park and civic buildings. They previously assisted the City with an ADA improvement project, and are working on designs for tenant improvements at Weingart Sr. Center, Palms Community Center and the Civic Center Corner Lot development.

Staff recommends amending the on-call agreement with Dahlin Group. Dahlin Group has provided architectural planning, design and engineering services for the City in a very professional and cost-effective manner. This amendment updates their standard hourly rates for the upcoming fiscal year.

RECOMMENDATION

Staff recommends that the City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ON-CALL ARCHITECTURAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND DAHLIN GROUP

The Agreement dated December 11, 2018 as amended is hereby further amended as follows:

Revise second paragraph, Section 2 SCOPE OF SERVICES to read "Upon specific and separate authorization by the City, the Architect agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."

Revise Section 4 PAYMENT to read "For and in consideration of the services performed by Architect and when approved by the City, the City agrees to pay to Architect on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. The aforementioned consideration shall be paid to Architect upon completion of each phase and submission of Architect's statement of time expended and the applicable rate to be charged to the Director of Public Works. No payment shall be made until the aforementioned work has been certified by the Director of Public Works as having been completed in accordance with the applicable rate.

The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The Architect shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the Architect does not request an adjustment as specified, rates will remain in effect."

The Agreement of December 11, 2018, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

DAHLIN GROUP

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



2025 BASIC HOURLY RATE SCHEDULE

President/CEO, Senior Vice President, Founder, CFO, CMO, CPO	\$275 - \$300
Principal, Director, Managing Principal, Managing Director, Senior Principal, Senior Director	\$210 - \$270
Senior - Architect, Project Manager, Project Specialist, Designer, Planner	\$190 - \$200
Architect, Project Manager, Project Specialist, Project Designer, Design Manager	\$170 - \$180
Job Captain, Interior Designer, BIM Specialist, Designer, Planner	\$130 - \$160
Designer/Drafter	\$100 - \$120
Administration	\$85 - \$125

Rates effective through December 31, 2025 and may be adjusted annually

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Dekra-Lite Holiday Lighting and Equipment Agreement

INTRODUCTION


Dekra-Lite has provided Holiday decorations for the Centre at Sycamore Plaza for the past several years. Staff recommends their agreement be extended. In addition, the large Holiday tree is aging and the equipment is starting to fail. Staff recommends authorizing required upgrades to the tree before the next Holiday season.


STATEMENT OF FACT

Located in southern California, Dekra-Lite has provided cities with an innovative approach to lighting and fixtures since 1987. Dekra-Lite staff is able to assist from design to installation, storage, and maintenance. In addition, Dekra-Lite has provided lighting and equipment in several prior fiscal years and has performed in a satisfactory manner. The agreement includes the installation, removal, and storage of previously purchased lighting and equipment at approximately \$50,000 a year. On June 14, 2022, City Council authorized amending the contract agreement's compensation for services to not-to-exceed \$70,000, to allow for additional costs of replacement equipment as necessary.

RECOMMENDATION

Staff recommends that the City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period ending June 30, 2026, in an amount not to exceed \$70,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN CITY OF LAKEWOOD AND
DEKRA-LITE INDUSTRIES, INC.

The Agreement dated June 28, 2016, is hereby further amended as follows:

Revise Section 5 Term, to read "the undersigned agree to extend the Agreement for services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2025, and ending June 30, 2026 and may be renewed by CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided."

The Agreement of June 28, 2016, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

DEKRA-LITE INDUSTRIES, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Dekra-Lite
3102 W. Alton Ave.
Santa Ana, CA, 92704
Phone: (714) 436-0705
Web: www.dekra-lite.com

Quote

Sales Install No.: QT106576
Order Date: 2/14/2025
Ship Date: 11/26/2025
Customer ID: LAK029
Terms: Net 30

BILL TO:			SHIP TO:			
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505			City of Lakewood 5050 Clark Ave Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505			
CUSTOMER P.O. NO.		CREATED BY		SALES REP		
		Gillam, Lesley		Dulce Diaz		
SALES TAX CODE		SHIPPING TERMS		SHIP VIA		
Avatax Avalara		Installation		INSTALLATION		
NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	LABORINST	Labor Installation	2.00	EA	614.05	1,228.10
		Installation of Customer Owned IPS System Location: Center Building Pointing Down				
2	LABORINST	Labor Installation	1.00	EA	2,039.00	2,039.00
		of Customer Owned Fiberglass Sleigh				
3	LABORINST	Labor Installation	2.00	EA	497.65	995.30
		of Customer Owned Toy Soldier				
4	LABORINST	Labor Installation	2.00	EA	497.65	995.30
		of Customer Owned Drum Base for Toy Soldiers				
5	LABORINST	Labor Installation	5.00	EA	497.65	2,488.25
		of Customer Owned 24" Fiberglass Giant Present				
6	LABORINST	Labor Installation	2.00	EA	497.65	995.30
		of Customer Owned 48" Fiberglass Giant Present				
7	LABORINST	Labor Installation	2.00	EA	110.55	221.10
		of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit				
8	LABORINST	Labor Installation	2.00	EA	982.30	1,964.60
		of Customer Owned Undecorated 8' Mountain Pine Wreaths w/ LED Mini Lights and 48" Red Bow Location: Center Building				
9	LABORINST	Labor Installation	1.00	EA	762.85	762.85
		of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and 36" Red Bow with Gold Trim Location: City Hall				
10	LBC9LEDF120SUNVWV-SMD	SMD LED C9 (E17) Faceted Bulb, Sun Warm White (2600-2800K)	100.00	EA	1.13	112.50
		*Replacement Bulbs for Perimeter Lighting				
		Regular Price: \$1.50				
11	PERIMETERLABOR	Perimeter Lighting Labor	1.00	EA	2,505.40	2,505.40
		Includes: Installation and Maintenance of 1030' C9 Faceted Warm White LED Perimeter Lighting				
12	LABORINST	Labor Installation	6.00	EA	105.45	632.70
		of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks				
13	LABORINST	Labor Installation	25.00	EA	33.70	842.50
		of Customer Owned 850mm Snowfall Tubes				
14	SFSL850MM-5T	34" (850mm) Durable Snowfall 5 Tube Set - Pure White (6000-6500K)	1.00	EA	149.25	149.25
		Replacement				
		Regular Price: \$199.00				
15	LABORINST	Labor Installation	25.00	EA	33.70	842.50
		(24) Customer Owned 850mm Snowfall Tubes and (1) New 850mm Snowfall Tubes in Pure White				
16	LABORINST	Labor Installation	10.00	EA	33.70	337.00
		of Customer Owned 570mm Snowfall Tubes				



Dekra-Lite
3102 W. Alton Ave.
Santa Ana, CA, 92704
Phone: (714) 436-0705
Web: www.dekra-lite.com

Quote

Sales Install No.: QT106576
Order Date: 2/14/2025
Ship Date: 11/26/2025
Customer ID: LAK029
Terms: Net 30

BILL TO:		SHIP TO:	
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505		City of Lakewood 5050 Clark Ave Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505	
CUSTOMER P.O. NO.	CREATED BY	SALES REP	
	Gilliam, Lesley	Dulce Diaz	
SALES TAX CODE	SHIPPING TERMS	SHIP VIA	
Avatax Avalara	Installation	INSTALLATION	
17	LABORINST Labor Installation	1.00	EA 760.00 760.00
of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)			
18	TREELTGLABOR Tree Lighting Labor	4.00	EA 244.40 977.60
Installation of (12) Warm White LED Mini Lights on Sycamore Tree			
19	LMLLED5M50L6GWWH Warm White (2800 - 3000K) LED Mini Lights, 5MM Reflective, 6x6x8" sp, Grn Wire (50 Bulbs)	12.00	EA 12.75 153.00
Replacement Strands			
Regular Price: \$17.00			
20	LABORINST Labor Installation	1.00	EA 13,384.80 13,384.80
of Customer Owned 24' RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper			
21	REFURBDECOR Refurbish Decor	1.00	EA 135.00 135.00
To Spray Paint Fiberglass Gift Boxes			
22	LABORREFURBISH Labor Refurbishment	1.00	EA 620.00 620.00
To Spray Paint Fiberglass Gift Boxes			
23	LABORIRS Labor Installation, Removal & Storage	5.00	EA 498.00 2,490.00
of Customer Owned 32" Fiberglass Giant Present			
24	LABOROTHER Labor	2.00	EA 329.30 658.60
Removal and Storage of Customer Owned IPS System Location: Center Building Pointing Down			
25	LABOROTHER Labor	1.00	EA 1,098.00 1,098.00
Removal and Storage of Customer Owned Fiberglass Sleigh			
26	LABOROTHER Labor	2.00	EA 268.00 536.00
Removal and Storage of Customer Owned Toy Soldier			
27	LABOROTHER Labor	2.00	EA 268.00 536.00
Removal and Storage of Customer Owned Drum Base for Toy Soldiers			
28	LABOROTHER Labor	5.00	EA 268.00 1,340.00
Removal and Storage of Customer Owned 24" Fiberglass Giant Present			
29	LABOROTHER Labor	2.00	EA 268.00 536.00
of Customer Owned 48" Fiberglass Giant Present			
30	LABOROTHER Labor	2.00	EA 54.00 108.00
Removal and Storage of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit			
31	LABOROTHER Labor	2.00	EA 519.80 1,039.60
Removal and Storage of Customer Owned Undecorated 8' Wreaths w/ LED Mini Lights and Red Bows Location: Center Building			
32	LABOROTHER Labor	1.00	EA 410.00 410.00
Removal and Storage of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and Red Bow Location: City Hall			
33	LABOROTHER Labor	1.00	EA 1,216.20 1,216.20
Includes: Removal and Storage of 1030' C9 Faceted Warm White LED Perimeter Lighting			
34	LABOROTHER Labor	6.00	EA 56.80 340.80



Dekra-Lite
3102 W. Alton Ave.
Santa Ana, CA, 92704
Phone: (714) 436-0705
Web: www.dekra-lite.com

Quote

Sales Install No.: QT106576
Order Date: 2/14/2025
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Customer ID: LAK029
Terms: Net 30

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood 5050 Clark Ave Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	CREATED BY	SALES REP
	Gilliam, Lesley	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
Avatax Avalara	Installation	INSTALLATION

Removal and Storage of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks					
35	LABOROTHER	Labor	25.00	EA	18.10
					452.50
Removal and Storage of Customer Owned 850mm Snowfall Tubes					
36	LABOROTHER	Labor	10.00	EA	18.10
					181.00
Removal and Storage of Customer Owned 570mm Snowfall Tubes					
37	LABOROTHER	Labor	1.00	EA	372.00
					372.00
of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)					
38	LABOROTHER	Labor	4.00	EA	117.50
					470.00
Removal and Storage of (12) Warm White LED Mini Lights on Sycamore Tree					
39	LABOROTHER	Labor	1.00	EA	6,713.20
					6,713.20
Removal and Storage of Customer Owned 24' RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper					
40	LABOROTHER	Labor	5.00	EA	268.00
					1,340.00
of Customer Owned 32" Fiberglass Giant Present					
41	FBGBRTHTOYS2-ARMS	Set of 2 Arms for FBGBRTHTOYS2	1.00	EA	127.50
					127.50
Replace Damaged Arms from Fiberglass Toy Soldier					
Regular Price: \$170.00					

Signature:

Date:

2025 City of Lakewood refurbishment	Sub Total:	53,107.45
5 red fiberglass gift boxes need paint touch up	Freight & Misc.:	0.00
1- toy soldier arm arrived damaged needs repair due to broken and chipped paint	Tax Total:	69.43
IPS & Wall Washer Led is recommended to be replaced old, and rusted *****	Total (USD):	53,176.88
Install Date: Nov. 1-26, 2025		
Removal Date: Jan. 2-18, 2026		
Pre-installation dates September 16-23, 2025		
Perimeter Lighting, Tree Light and Wall Washer (Do Not Plug-in)		
Tree Lighting Event: TBD		
RGB Tree		
Music and Color changing program should be from 5:00pm - 10:00pm		
AR BILLING NOTE: Change due date to removal date.		
*Tax Subject to Change per California Sales and Use Tax Regulation		
Installation Date Range is Not Guaranteed Until Order is Approved		

Terms and Conditions

Prices: All Prices subject to change without notice. All minimums are per color or size (solid pack). Mixing colors to meet minimums is not acceptable. All orders are F.O.B. Santa Ana, California.

Payment Terms:

Credit Card - We Accept: AMEX, Discover, MasterCard, Visa, ACH, EFT, and Wire Transfers.

Any order being paid for with a credit card is subject to a maximum limit of \$15,000.

Prepaid - We will add an estimated freight of 15% to order total.

Upon approved credit we will determine Net Terms and Credit Limit.

New Customers - Please furnish five (5) references, complete and sign our credit application. Credit approval may take 10 business days, so you may prefer your first order to be credit card or prepaid.

Warranty: Please note that the official warranties for Dekra-Lite products are exclusively detailed on our website. Any other warranties, expressed or implied, are considered void and superseded by the information provided on our site. For comprehensive warranty coverage details, we strongly encourage visiting <https://www.dekra-lite.com/pages/warranty>.

Return Policy: Any returned products under the following conditions will result in a 30% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization and an RMA number attached. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

Acceptance of Merchandise: Consignee/customer is responsible to notify Dekra-Lite of all impending claim(s) of merchandise delayed, lost, or damaged in transit. When accepting shipment, consignee/customer must inspect all merchandise completely and any claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with Dekra-Lite within 48 hours of delivery or in the case of concealed damage, within 48 hours of identifying the concealed damages. Customer/consignee is to provide required information and evidence of damage or loss according to Dekra-Lite claims procedure. This may include preservation of evidence of damage/loss for future inspection. Failure to follow Dekra-Lite claims procedure may result in claim denial by the carrier.

General Terms: The parties agree to the following additional terms of this contract. This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall appear in Orange County, CA before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation sale or upon shipping unless specified in payment terms on the proposal/order. Cancellation and reductions are subject to a 30% restocking fee. Any amount not paid when due, is subject to a late charge of 25% per month (24% per annum). All payments are due according to the terms of each individual proposal/order.

Installation: All requested changes to the described work on the proposal/order will be subject to additional charges. Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

Electrical Requirements: Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to decor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet decor, lighting, outlets, and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset, and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture. Lighting or decor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of. Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the decor is installed on their property. Dekra-Lite will make efforts, when possible, to replace such product for an additional charge.

Storage: Storage charges and sales begin upon removal of decor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

Insurance: Our standard liability coverage limits are \$5,000,000.00 General Aggregate; 5,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation.; \$2,000,000.00 Our excess liability coverage limits are \$5,000,000.00 General Aggregate; \$5,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Memorandum of Understanding with Diamond Environmental Services

INTRODUCTION

A concern in any Emergency Response Plan is the ability to obtain restrooms and hand washing sinks for first responders during an emergency or disaster. The Memorandum of Understanding (MOU) with Diamond Environmental Services is designed to provide the City of Lakewood, when responding to an emergency, a tool to order additional restrooms at the required quantities. Diamond Environmental Services commits to make the city's requests for any emergency order a top priority.

STATEMENT OF FACTS

This MOU shall provide a broad framework for cooperation and understanding between Diamond Environmental Services and the City of Lakewood in providing assistance and service to Lakewood personnel in the event of an emergency.

In continuing with the city's commitment to the National Incident Management System (NIMS) compliance implementation, it is an important part of the management system to provide for a fully integrated and coordinated response to emergencies. Implementation of the MOU with Diamond Environmental Services will help expedite the procurement of emergency restrooms and sinks during a disaster.

RECOMMENDATION

Staff recommends that the City Council approve the renewal of the Memorandum of Understanding with Diamond Environmental Services for a three-year period beginning on July 1, 2025 and ending on June 30, 2028, as a tool to expedite the procurement of emergency restrooms and sinks.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

MEMORANDUM OF UNDERSTANDING

Between

City of Lakewood

and

Diamond Environmental Services LP

This Memorandum of Understanding ("MOU") is between City of Lakewood, hereinafter called "City," and Diamond Environmental Services, hereinafter called "Diamond."

- I. **PURPOSE AND SCOPE.** The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to disasters in the instance that City requests assistance for portable restrooms and sinks from Diamond.

Diamond will act as a source in the event of disasters which require portable restrooms and sinks to City, and will use all reasonable endeavors to give priority to the request of City.

- II. **BACKGROUND.** Definition of Disaster – Diamond and City agree to define "disaster" to mean the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, extreme public health emergency, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.

- III. **RESPONSIBILITIES UNDER THIS MOU.** City shall notify Diamond as soon as possible if portable restrooms and sinks are needed and relate to emergencies resulting from a Disaster.

- IV. **RESPONSIBILITIES UNDER THIS MOU.** The parties are responsible for designating one or more points of contact. As of the date this MOU is signed, the points of contact for Diamond are:

Primary Point of Contact

Title: Director Contracts (*for pricing and signatures*)
Name: Tanno Gomolka
Contact #: 760.744.7191 x1136 / 760.801.8599 mobile
Email: TannoG@diamondprovides.com

If the primary point of contact for Diamond is unavailable,

Secondary Point of Contact

Title: Contract Support (*orders, invoices, changes*)
Name: Heather & Elizabeth
Contact #: 760.744.7191 x1160 or x1158
Email: ContractSupport@diamondprovides.com

The points of contact for City, are:

Primary Point of Contact

Title: Community Services Manager/Emergency Manager

Name: Chuck Martucci

Contact #: 562-866-9771 x2402

Email: cmartucci@lakewoodca.gov

If the primary point of contact for City, is unavailable,

Secondary Points of Contact

Title: Purchasing Officer

Name: Wilfred Cochico

Contact #: 562-866-9771 x2640

Email: wcochico@lakewoodca.gov

Title: Public Safety Director

Name: Josh Yordt

Contact Info: 562-866-9771 x2112

Email: jyordt@lakewoodca.gov

- V. **PAYMENT.** City agrees to pay for portable restrooms and sinks delivered by Diamond. The term is net 30 and rates will be based on last invoice from Diamond.
- VI. **LIABILITY.** Diamond shall not be liable to City or any third party for any damages resulting from the inability of Diamond to satisfy the request of City.
- VII. **EFFECTIVE DATE AND SIGNATURE.** This MOU shall be effective upon the authorized signatures of the City of Lakewood and Diamond Environmental Services LP, and shall cover a term of 3 years beginning July 1, 2025 and terminating June 30, of 2028 unless modified in writing by mutual consent of both parties.

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

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Diamond Environmental
Services, LP

By _____

Title

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Third Amendment to Professional Services Agreement (PSA) for Water Storage Facility Inspection and Maintenance

INTRODUCTION

On June 11, 2024, the City Council approved a second amendment to a Professional Services Agreement (PSA) for Water Storage Facility Inspection and Maintenance with Dive/Corr Inc. The State Water Resources Control Board Division of Drinking Water (DDW) mandates that the City of Lakewood conduct an interior inspection of water storage tanks routinely. The City relies on the long-term partnership with Dive/Corr Inc. to provide this service.

STATEMENT OF FACT

Retaining a trusted service provider with a proven record of accomplishment and a wealth of knowledge of the City's water system will help the City reach its goal of maintaining the continual health of its system. Dive/Corr has identified areas in the City's water system that can benefit from their services in the coming years.

The existing agreement with Dive/Corr Inc. is scheduled to end on June 30, 2025; therefore, staff recommends amending the existing agreement with Dive/Corr to extend the agreement to June 30, 2027 with the option to further extend for any successive one or two-year terms thereafter. Staff further recommends that the compensation for services for this agreement extension be for an amount not-to-exceed \$25,000.00 for FY 2025-2026 and \$25,000.00 for FY 2026-2027.

FISCAL IMPACT

Funds are proposed in Operating Account 75008200-55380 Maintenance/Operation of Equipment with an allocation of \$25,000.00 in FY 2025-2026 and \$25,000.00 in FY 2026-2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve third amendment to Professional Services Agreement with Dive/Corr, Inc. for a not-to-exceed amount of \$25,000.00 in FY 2025-2026 and \$25,000.00 in FY 2026-2027.
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO AGREEMENT
FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DIVE/CORR, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 11, 2024, the CITY and SERVICE PROVIDER entered into an Agreement entitled "SECOND AMENDMENT TO AGREEMENT FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended to June 30, 2027 for not-to-exceed amount of \$25,000 for FY 2025-2026 and \$25,000 for FY 2026-2027 and may be renewed by the City with concurrence of the SERVICE PROVIDER for any successive one or two-year terms unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this Third Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
DIVE/CORR, INC.

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Fourth Amendment to Professional Services Agreement (PSA) for
On-Call Emergency Utility Repairs

INTRODUCTION

On June 11, 2024, the City Council approved a third amendment to an agreement with Doty Bros. Construction (DBCC) for On-Call Emergency Utility Repairs and extended June 30, 2025. On-Call services for emergency repairs and service restoration related to water services are critical to the Water Resources Department; therefore, staff recommends extending the agreement to June 30, 2027 per the stated renewal terms of the original agreement.

STATEMENT OF FACT

The contract with DBCC allows for contracting services to assist in the emergency repair of water pipelines and facilities. These services may include supplementing City personnel, materials and equipment required to take immediate action necessary to prevent a system outage, restore services to normal operating conditions and to maintain services during such an emergency. To date, DBCC has been readily available for on-call emergency utility repairs and has therefore fulfilled their contractual obligation and provided a high level of satisfaction to DWR staff. Therefore, staff recommends extending the existing agreement to June 30, 2027 per the stated renewal terms of the original contract.

FISCAL IMPACT

Services will be performed on a time and materials basis, with any expenditures more than \$60,000.00 for FY 2025-2026 and \$60,000 for FY 2026-2027 for an individual repair project requiring a separate City Council action in accordance with the City's Purchasing Policy.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve fourth amendment to Professional Services Agreement with Doty Bros. Construction for a not-to-exceed amount of \$60,000.00 for FY 2025-2026 and \$60,000 for FY 2026-2027.
2. Authorize the Mayor to sign amendment to the corresponding agreement.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR
ON-CALL EMERGENCY UTILITY REPAIRS**

THIS FOURTH AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DOTY BROS. CONSTRUCTION, sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, on June 11, 2024, the CITY approved a third amendment to an agreement entitled "PROFESSIONAL SERVICES FOR ON-CALL EMERGENCY UTILITY REPAIRS" with SERVICE PROVIDER; and

WHEREAS, the CITY and SERVICE PROVIDER extended the existing agreement until June 30, 2025.

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one-year term unless sooner terminated for a not-to-exceed amount of \$60,000.00 for FY 2025-2026 and \$60,000 for FY 2026-2027.

All of the terms and conditions of the AGREEMENT not modified by this Fourth Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
Doty Bros. Construction

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Charter Bus Services with Durham School Services, L.P.

INTRODUCTION

The City of Lakewood has used Durham School Services, L.P. for many years and the business has provided satisfactory bus service for the city's Summer Day Camp and Junior Life Guard program excursions. Durham offers excellent service and vehicles at a competitive market rate.


STATEMENT OF FACT

Durham School Services continues to provide bus services for the city's Day Camp and Junior Lifeguard programs. Durham School Services significantly demonstrates best pricing, while maintaining a large fleet of buses adequate to support transportation to theme parks and attractions for youth excursions. Additionally, both past performance with the City of Lakewood as well as a review of submitted references further supports the ongoing relationship with Durham. The City of Lakewood is desirous of entering into a one-year agreement with Durham School Services for bus services for youth camp excursions.

RECOMMENDATION

Staff recommends that the City Council authorize the mayor and city clerk to approve the Agreement for Charter Bus Services with Durham School Services, L.P., subject to approval as to legal form by the City Attorney, to commence on July 1, 2025, and terminate on June 30, 2026, at a contracted price not to exceed \$48,800 annually.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

CITY OF LAKEWOOD AGREEMENT FOR
CHARTER BUS SERVICES
WITH
DURHAM SCHOOL SERVICES, L.P.

THIS AGREEMENT is made and entered into this the 1st day of July, 2025, by and between City of Lakewood, a Municipal Corporation hereinafter referred to as "City," and Durham School Services, L.P. hereinafter referred to as "Carrier."

WITNESSETH

WHEREAS, City wishes to retain Carrier for transportation of participants and staff to varying destinations as part of City's Youth Excursion Program as approved in the 2025-2026 Fiscal Year by the Lakewood City Council.

WHEREAS, Carrier provides motor coach and related services, is an independent Carrier and is willing to perform hereunder in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **TERM.** The term of this AGREEMENT shall commence on July 1, 2025 and terminate June 30, 2026.
2. **SCOPE OF SERVICES.** Carrier agrees to provide for City, charter bus service for up to eleven (11) destinations as set forth by City, in and around Southern California to satisfy City's Youth Excursion Program. City reserves the right to add or eliminate charter bus service destinations as herein noted above, based on its needs for satisfying program objectives.
3. **TERMINATION OF AGREEMENT.**
 - a. City may, at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving written notice of termination upon Carrier at least ten (10) days prior to the date of termination. Upon receipt of said notice, Carrier shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.
 - b. In the event this Agreement is terminated pursuant to this section, City shall pay to Carrier the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, Carrier will submit an invoice to City as provided herein above.

4. **PAYMENT.** City agrees to pay Carrier a total fee for actual services performed under this agreement per charter reservation, as outlined and priced in Exhibit A. This amount shall not exceed \$48,800 for the total term of this Agreement.

Carrier shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by City. Carrier shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Carrier at the time City's written authorization is given to Carrier for the performance of said services.

Carrier will submit invoices for actual services performed. Invoices shall be submitted on or about the first business day following chartered bus trip, or as soon thereafter as practical, for services provided. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of Carrier's fees it shall give written notice to Carrier within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

5. **LEGAL RESPONSIBILITIES.** Carrier shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Carrier shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Carrier to comply with this Section.
6. **LICENSES.** At all times during the term of this Agreement, Carrier shall have in full force and effect, all licenses required of it by law under the California Department of Motor Vehicles, and other agencies as applicable, for the performance of the services described in this Agreement.
7. **INDEPENDENT CONTRACTOR STATUS.** Carrier acknowledges their independent contractor's status in performing said services, and risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon Carrier pursuant to this Agreement, and does hereby release City, its officers and personnel from any liability to Carrier for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by Carrier at the direction of City.

It is expressly agreed that for all purposes pertaining to this Agreement, Carrier shall be an independent contractor, and is not an agent or employee of City. Except as otherwise expressly limited by other provisions of this Agreement, Carrier has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Carrier in the performance of its obligations pursuant to this Agreement. In the performance of this Agreement, Carrier shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code

Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

Carrier acknowledges the independent contractual relationship and releases City from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Carrier shall have any City status or benefit, including health, retirement and workers' compensation benefits.

Carrier further acknowledges its independent contractor status in performing all services under this Agreement and assumes the risk to itself, all agents, employees, subcontractors, their agents or employees, its licensees, permittees and guests of personal injury or death and all risk of property damage or loss of any property arising out of the performance of any services or the use of the premises during the term of this Agreement.

8. **FORCE MAJEURE.** If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.
9. **CARRIER'S RECORDS.** Records of Carrier's time pertaining to the services and records of accounts between City and Carrier will be kept on a generally recognized accounting basis. Carrier will also maintain all other records, including without limitation invoices, correspondence, specifications, drawings, progress reports, and the like, relating to Carrier's services. All records will be available to City during normal working hours. Carrier will maintain these records for three (3) years after final payment.
10. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.** No officer or employee of City will be personally liable to Carrier, in the event of any default or breach by City or for any amount that may become due to Carrier under this Agreement.
11. **ASSIGNMENT PROHIBITED.** Carrier shall not subcontract, mortgage, hypothecate or otherwise encumber or assign its right, privileges or obligations, pursuant to the provisions of this Agreement, in whole or in part without the written consent of City. Any attempted subcontract, assignment, mortgaging, hypothecation or encumbering of the rights, privileges or obligations, or other violations of the provisions of this Section shall be null and void and shall confer no right, title or interest in or to this Agreement. Consent by City to one subcontract, assignment, mortgage, hypothecation or encumbrance shall not be deemed to be a consent to any subsequent assignment, mortgage, hypothecation or encumbrance.
12. **INDEMNIFICATION AND DEFENSE.**

- a. Indemnity. To the fullest extent permitted by law, Carrier shall indemnify and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Carrier, its officers, agents, employees or sub-contractors (or any City or individual that Carrier shall bear the legal liability thereof) in the performance of services under this Agreement. Carrier's duty to indemnify and hold harmless City shall not extend to City's sole or active negligence.
 - b. Duty to defend. In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Carrier shall defend City at Carrier's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Carrier's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Carrier and City, as to whether liability arises from the sole or active negligence of City or its officers, employees, or agents, Carrier will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely or actively negligent.
13. **ATTORNEY'S FEES.** Except as provided for herein above, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post-judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment
14. **INSURANCE REQUIREMENTS.** Prior to the beginning of and throughout the duration of Work, Carrier will maintain insurance in conformance with the requirements set forth below. Carrier will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Carrier agrees to amend, supplement or endorse the existing coverage to do so. Carrier acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City. Carrier shall provide the following types and amounts of insurance:
- a. Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$5,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.

- b. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01. Limits are subject to review, but in no event to be less than \$10,000,000 per accident.
 - c. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - d. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Carrier, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$10,000,000 aggregate.
15. **PROOF OF INSURANCE.** Carrier shall provide certificates of insurance to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. Carrier will not cancel or modify any policies required to be maintained by this Agreement without notifying City and shall promptly provide updated insurance certificates, as necessary. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Carrier.
16. **DURATION OF COVERAGE.** Carrier shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with services herein by Carrier, their employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.
17. **PRIMARY/NONCONTRIBUTING.** Carrier shall ensure that coverage provided by Carrier shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before

City's own insurance or self-insurance shall be called upon to protect it as a named insured.

18. **CITY'S RIGHT OF ENFORCEMENT FOR INSURANCE.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Carrier. In the alternative, City may terminate this Agreement effective immediately upon written notice to Carrier.
19. **ACCEPTABLE INSURERS.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line with the California Department of Insurance and with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City.
20. **WAIVER OF SUBROGATION.** Carrier shall ensure that insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive the right of subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Carrier or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.
21. **NOTICE OF CANCELLATION OF INSURANCE.** Carrier shall require its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
22. **ADDITIONAL INSURED STATUS.** General liability policies shall provide, or be endorsed to provide, that City, its elected or appointed officers, agents, officials, employees, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
23. **ENFORCEMENT OF CONTRACT PROVISIONS** (non estoppel). Carrier acknowledges and agrees that any actual or alleged failure on the part of City to inform Carrier of noncompliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
24. **ASSUMPTION OF RISK.** Carrier does hereby assume all risks to itself, its personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by Carrier and said Carrier further releases City, its officers and employees, from

any liability therefore.

25. **DEFAULT OF CONTRACTOR.** Carrier's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Carrier is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Carrier for any work performed after the date of default and can terminate this Agreement immediately by written notice to Carrier. If such failure by Carrier to make progress in the performance of work hereunder arises out causes beyond Carrier's control, and without fault or negligence of Carrier, it shall not be considered a default.

If City Manager or his/her designee determines that Carrier is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Carrier a written notice of the default. Carrier shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Carrier fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

26. **CONFLICT OF INTEREST.** No officer or employee of City may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

27. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Carrier warrants and represents that he/she has the authority to execute this Agreement on behalf of Carrier and has the authority to bind Carrier to the performance of its obligations herein.
29. **SURVIVAL OF INDEMNIFICATION AND DEFENSE PROVISIONS.** Carrier's Obligations to defend and indemnify City as described in this Agreement shall survive the termination of this Agreement.
30. **GOVERNING LAW.** City and Carrier understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in municipal, superior, or federal district court with jurisdiction over City.

To City: Director of Recreation and Community Services
City of Lakewood
5050 Clark Avenue, Lakewood, CA 90712

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

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Durham School Services, L.P.

By _____

Title

Attachments: Exhibit A - CHARTER BUS TRANSPORTATION BASE/ADDITIONALFEES

EXHIBIT "A"
CHARTER BUS TRANSPORTATION BASE/ADDITIONAL FEES
City of Lakewood

Bus Size (Passenger Load)	Base Price Per Bus Per Day (5-Hours Per Day)	Additional charter pre bus @15 minute increments over base hours
01-20	564.92 (May Use Larger Bus)	\$23.23 / Addl 15 Minutes
21-30	564.92 (May Use Larger Bus)	\$23.23 / Addl 15 Minutes
31-42	564.92 (May Use Larger Bus)	\$23.23 / Addl 15 Minutes
43-54	564.92 (May Use Larger Bus)	\$23.23 / Addl 15 Minutes
55-72	564.92 (May Use Larger Bus)	\$23.23 / Addl 15 Minutes
73-89	\$564.92	\$23.23
Fuel Surcharge: Should current Los Angeles area fuel prices exceed \$6.00/gal as shown on gasprices.aaa.com a fuel surcharge may be applied. A surcharge of \$3.00/bus/\$0.25 increase above \$6.00/gal. Example, a fuel price of \$6.12/gal would result in a surcharge of \$3.00/bus. A fuel price of \$6.55/gal would result in a surcharge of \$9.00/bus.		

Changes/Cancellation:

Late changes within 5 business days of trip = \$50.00 per bus.
 Late booking within 2 business days of trip = \$50.00 per bus.
 Cancellation within 2 business days of service = \$200.00 per bus.
 Cancellation on site is subject to the 5 hour minimum.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Amending the Rate for Bin and Special Refuse Services

INTRODUCTION


The City of Lakewood's contract with EDCO Waste Services includes a provision for the annual adjustment of rates for bin and special refuse collection and disposal services, based upon the January-to-January CPI. Like the discussion outlined in the residential trash rates, EDCO has asked for a revision to the formula due to the closure of surrounding landfills and an increase of tipping fees at the remaining landfills. This would be a rate adjustment based on extraordinary and unforeseen conditions that change the costs of operations, overall costs or programs.


As a result, EDCO has proposed deviating from existing contractual language and using a methodology that minimizes the increase to the commercial rates. This is accomplished by deferring the 3.33% CPI for FY 2025-26, which would decrease the rates to 12.36% rather than the proposed 15.27% increase of rates. In addition, for FY 2025-2026, all 40-yard roll-offs, including compactors, would be charged a base rate to haul waste with a pass-through cost of disposal based on actual tonnage. For example, a 40-yard roll off containing heavier material would cost more than a 40-yard roll off containing lighter materials. Customers would pay a haul rate and tipping fee based on weight.

The attached Appendix A has been adjusted to reflect a deferment of CPI for FY2025-2026 and for 40-yard roll-offs convert to haul rates plus actual disposal as recommended by the Environmental Management Committee, to the amounts charged by EDCO for special bin service. This would provide a year of relief for customers in FY 2025-2026. This strategy provides flexibility to evaluate economic conditions, CPI trends and fund balances for FY 2026-2027. The rates on the tables would be the maximum bin and special refuse rates that EDCO could charge. These rates will be effective July 1, 2025. EDCO will send notifications to their commercial customers in their June billings.

RECOMMENDATION

It is recommended that the City Council adopt the proposed amendment, which adjusts the maximum amounts that may be charged by the contractor for special bin services for FY 2025-2026.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

City of Lakewood Appendix A

BIN AND SPECIAL REFUSE SERVICE MAXIMUM RATE SCHEDULE

Effective July 1, 2025

Page 1 of 2

7/1/2025

Maximum Fee

Service		
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>		
1 Pickup Per Week, 3 yard bin	\$	178.51
2 Pickup Per Week, 3 yard bin	\$	279.17
3 Pickup Per Week, 3 yard bin	\$	379.66
4 Pickup Per Week, 3 yard bin	\$	480.12
5 Pickup Per Week, 3 yard bin	\$	580.86
6 Pickup Per Week, 3 yard bin	\$	681.55
Lock Lids	\$	28.91
Automated Trash/Recycle Cart -1 x Week	\$	69.27
Automated Trash/Recycle Cart -2 x Week	\$	138.52
Extra Automated Trash or Recycle Cart	\$	14.85
Compactor Bins 1 x F/L	\$	387.21
Compactor Bins 2 x F/L	\$	605.66
Compactor Bins 3 x F/L	\$	823.50
Compactor Bins 4 x F/L	\$	1,041.37
Compactor Bins 5 x F/L	\$	1,259.83
Compactor Bins 6 x F/L	\$	1,478.23
Extra Pickups (Excluding Sundays)	\$	86.62
Sunday Pickups	\$	127.79
Steam Clean Bins	\$	96.46
Rolloff Compactors		\$295/haul + Disposal of \$123.27/ton
Steam Clean Compactors	\$	229.05
Bin Roll Out Service Over 50 Feet 1 x	\$	38.56
Bin Roll Out Service Over 50 Feet 2 x	\$	77.13
Bin Roll Out Service Over 50 Feet 3 x	\$	115.73
Bin Roll Out Service Over 50 Feet 4 x	\$	154.29
Bin Roll Out Service Over 50 Feet 5 x	\$	192.87
Bin Roll Out Service Over 50 Feet 6 x	\$	231.42
Scout Service 1x per week	\$	44.20
Scout Service 2x per week	\$	88.41
Scout Service 3x per week	\$	132.62
Scout Service 4x per week	\$	176.83
Scout Service 5x per week	\$	221.05
Scout Service 6x per week	\$	265.27
Bin Rolloff Containers (Recycling)		\$275/haul + Actual Disposal Pass-Through
Shared Bin Usage	\$	6.63
Rolloff Container		\$275/haul + Disposal of \$123.27/ton
3 Yard Recycling Bins 1x per week	\$	65.33
3 Yard Recycling Bins 2x per week	\$	112.02
3 Yard Recycling Bins 3x per week	\$	158.70
3 Yard Recycling Bins 4x per week	\$	205.37
3 Yard Recycling Bins 5x per week	\$	240.91
3 Yard House Bin – No dirt or concrete	\$	156.71
1 Yard House Bin – Dirt and concrete	\$	156.71
Automated Recycling Carts 1x per week	\$	29.94
Additional Carts 1x per week	\$	9.82
Automated Recycling Carts 2x per week	\$	59.87
Additional Carts 2x per week	\$	19.66
Bulky Item Pick-up (One Item)	\$	19.54
Bulky Item Pick-up (2-4 additional items)	\$	15.62

Appendix A (continued)
BIN AND SPECIAL REFUSE SERVICE MAXIMUM RATE SCHEDULE
Effective July 1, 2025

Page 2 of 2

7/1/2025

Maximum Fee

Service

Organic Waste Receptacles

1 Pickup Per Week, 65gl Cart	\$	103.79
2 Pickup Per Week, 65gl Cart	\$	207.60
3 Pickup Per Week, 65gl Cart	\$	311.39
4 Pickup Per Week, 65gl Cart	\$	415.19
5 Pickup Per Week, 65gl Cart	\$	518.99
6 Pickup Per Week, 65gl Cart	\$	622.79
7 Pickup Per Week, 65gl Cart	\$	726.59
Extra Pickup, 65gl Cart	\$	41.53
1 Pickup Per Week, 96gl Cart	\$	110.89
2 Pickup Per Week, 96gl Cart	\$	221.76
3 Pickup Per Week, 96gl Cart	\$	332.66
4 Pickup Per Week, 96gl Cart	\$	443.54
5 Pickup Per Week, 96gl Cart	\$	554.42
6 Pickup Per Week, 96gl Cart	\$	665.29
7 Pickup Per Week, 96gl Cart	\$	776.18
Extra Pickup, 96gl Cart	\$	44.35
1 Pickup Per Week, 1 cu. Yard Bin	\$	156.07
2 Pickup Per Week, 1 cu. Yard Bin	\$	304.81
3 Pickup Per Week, 1 cu. Yard Bin	\$	457.22
4 Pickup Per Week, 1 cu. Yard Bin	\$	609.62
5 Pickup Per Week, 1 cu. Yard Bin	\$	761.56
6 Pickup Per Week, 1 cu. Yard Bin	\$	914.43
7 Pickup Per Week, 1 cu. Yard Bin	\$	1,066.34
Extra Pickup, 1 cu. Yard Bin	\$	62.42
1 Pickup Per Week, 2 cu. Yard Bin	\$	178.19
2 Pickup Per Week, 2 cu. Yard Bin	\$	348.37
3 Pickup Per Week, 2 cu. Yard Bin	\$	522.56
4 Pickup Per Week, 2 cu. Yard Bin	\$	696.74
5 Pickup Per Week, 2 cu. Yard Bin	\$	870.89
6 Pickup Per Week, 2 cu. Yard Bin	\$	1,045.09
7 Pickup Per Week, 2 cu. Yard Bin	\$	1,219.27
Extra Pickup, 2 cu. Yard Bin	\$	71.27
1 Pickup Per Week, 3 cu. Yard Bin	\$	222.48
2 Pickup Per Week, 3 cu. Yard Bin	\$	436.18
3 Pickup Per Week, 3 cu. Yard Bin	\$	654.31
4 Pickup Per Week, 3 cu. Yard Bin	\$	872.41
5 Pickup Per Week, 3 cu. Yard Bin	\$	1,090.53
6 Pickup Per Week, 3 cu. Yard Bin	\$	1,308.63
7 Pickup Per Week, 3 cu. Yard Bin	\$	1,526.71
Extra Pickup, 3 cu. Yard Bin	\$	89.00

Bad Check Fee: \$37.00

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renew Consulting Agreement with FBA Engineering – On-Call Electrical Engineering Services

INTRODUCTION

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for electrical engineering services.

STATEMENT OF FACT


Over the past several years, the Public Works Department has undertaken a number of small and large capital improvement projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with FBA Engineering.


FBA Engineering performs electrical engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. They recently designed Centre lighting improvements, generator replacements for the civic center, and provided bridging plans for the City-wide infrastructure improvements.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time-and-material basis, under FBA Engineering's standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work.

RECOMMENDATION

Staff recommends that the City Council renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2025-2026, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN
CITY OF LAKEWOOD AND FBA ENGINEERING

The Agreement dated June 27, 2017 is hereby amended as follows:

Revise first paragraph, Section 1 Scope of Services to read "SERVICE PROVIDER agrees to provide to CITY at his own cost and expense when requested by CITY those services set forth on Exhibit A attached hereto and made a part hereof, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule."

Revise first paragraph, Section 2 Compensation for Services to read "The CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. For and in consideration of the services performed by SERVICE PROVIDER and when approved by the City, the City agrees to pay to SERVICE PROVIDER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the PROVIDER does not request an adjustment as specified, rates will remain in effect."

Revise Section 5 Term to read "the undersigned agree to extend the Agreement for electrical engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2025, and ending June 30, 2026. and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided"

FBA HOURLY RATE SCHEDULE 2025 - 2026

Principal / Project Director	\$ 250.00/hour
Associate / Project Manager	\$ 175.00/hour
Construction Support	\$ 150.00/hour
Electrical Designer	\$ 120.00/hour
CAD / BIM Designer	\$ 100.00/hour
Technical Typist	\$ 60.00/hour

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and Members of the Council

SUBJECT: Agreement with Flex Painting – Fix-Up Paint-Up Program

STATEMENT OF FACT

The Lakewood Redevelopment Agency Fix-Up Paint-Up Program was developed to provide property owners with the financial assistance needed to make necessary minor improvements to their properties to preserve the structures, increase the livability, and aesthetically enhance the overall appearance of the neighborhood. The financial assistance for this program is in the form of a grant which does not require residents to repay.

Funding for this program is provided by the Lakewood Redevelopment Agency's Housing Set Aside Funds. The improvement and preservation of housing are vital eligible activities permitted and encouraged by the State for the use of local redevelopment agencies' housing funds. Also, the rehabilitation of existing homes in Lakewood is a valid and necessary means of maintaining our existing housing stock.

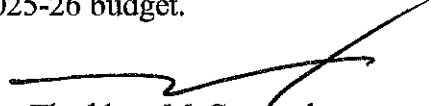
Flex Painting provides income qualifying Lakewood residents with interior and exterior painting. He also provides services including repair and replacement of gates, fences, doors, screen, deadbolts, damaged wood replacement, and weatherization services.

RECOMMENDATION

Staff recommends that the City Council approve the contract and scope of services to provide \$50,000 budgeted for painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Flex Painting from July 1, 2025 through June 30, 2026. Funds for this contract are included in the City's proposed FY 2025-26 budget.



Aldo Cervantes
Director of Community Development



Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND FLEX PAINTING

THIS AGREEMENT made and entered into this 1st day of July 2025, by and between the CITY OF LAKEWOOD, a Municipal Corporation, hereinafter referred to as CITY, and FLEX PAINTING hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, CITY is in need of the services of CONTRACTOR to assist low income homeowners in making needed improvements to preserve and weatherproof their homes. The program has been named the Fix-Up Paint-Up Program; and

WHEREAS, the CONTRACTOR has the necessary skills, qualifications, CITY of Lakewood business license and other licenses required by law to perform the services required under this agreement in connection with the Fix-Up Paint-Up Program; and

WHEREAS, it is anticipated that the maximum grants to low income homeowners will not exceed \$10,000.00 and the total compensation of this Agreement shall not exceed \$50,000 under the Program per year; and

WHEREAS, the Successor Housing Agency is funding the Fix-Up Paint-Up Program grants through loans that have been repaid back to the Successor Agency; and

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. CONTRACTOR agrees to provide the CITY, following written authorization from the CITY to proceed, services as set forth in the CITY of Lakewood for the Fix-Up Paint-Up Program as specified in EXHIBIT A.

2. INVOICE. CONTRACTOR shall submit invoices upon completion of the services for each homeowner for which a grant is awarded. Such invoice shall: 1) Reference the contract number assigned thereto; 2) Describe the services performed; 3) Show the total amount of the invoice; and 4) Include certification by a principal member of CONTRACTOR's business that the work has been completed and performed in accordance with the provisions of this Agreement.

3. PAYMENT AND REVIEW PERIOD. The CITY shall review the invoices submitted by the CONTRACTOR for each home repair to ensure the services performed and repairs are consistent with the scope of services approved by the CITY. The CITY shall notify the CONTRACTOR within fifteen (15) business days of receipt of the invoice should the CITY determine the CONTRACTOR's work is unsatisfactory. The CONTRACTOR shall then have

thirty (30) business days in which to respond or remedy said deficiencies. All costs for such corrections shall be borne by the CONTRACTOR and shall not increase the fees as described in the specific grant proposal for the homeowner. Should approval of CITY not be obtained within thirty (30) business days of the submission of the corrected work, the CITY may then terminate this Agreement upon written notice to CONTRACTOR. If CITY does not notify the CONTRACTOR in writing of any perceived deficiencies in work products or performance, the work shall be considered adequate and consistent with the terms of this Agreement. Payment shall be made within thirty (30) days following approval of the invoice by CITY.

4. COMPENSATION. The CONTRACTOR shall be compensated for all services rendered under the Scope of Services a maximum fee of Ten Thousand Dollars (\$10,000) per grant. The CITY shall approve the specific proposal prepared by CONTRACTOR for each homeowner grant which shall not exceed the sum of \$10,000.00 unless approved by CITY in writing prior to commencement of the services for that homeowner. The total compensation under this Agreement shall not exceed \$50,000.

5. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges his independent contractor's status in performing said safety services, risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon the CONTRACTOR pursuant to this agreement and does hereby release the CITY, its officers and personnel from any liability to the CONTRACTOR for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by the CONTRACTOR at the direction of the CITY.

Neither the CITY, nor any of its officers or employees, shall have any control over the conduct of CONTRACTOR, or any of CONTRACTOR's employees, except as herein set forth. CITY shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's employees, representatives or agents, or in fixing their number, compensation, or hours of service. CONTRACTOR expressly warrants not to, at any time, or in any manner, represent that it, or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY. CONTRACTOR is and shall at all times remain as to CITY, a wholly independent CONTRACTOR, and CONTRACTOR's obligations to CITY are solely such as are prescribed by this Agreement.

CONTRACTOR shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. LIABILITY AND INDEMNIFICATION. Without limiting CONTRACTOR's indemnification of Agency, and prior to commencement of Work, CONTRACTOR shall obtain,

provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described as specified in EXHIBIT B.

7. ASSUMPTION OF RISK. The CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by the CONTRACTOR and said CONTRACTOR further releases CITY, its officers and employees, from any liability therefore, except to the extent same are caused by the negligence, misconduct or other fault of CITY, its officers, agents or employees.

8. DATA AND SERVICES. All information, data, reports, records, and maps as are existing and readily accessible in the CITY as necessary for the carrying out of the work shall be furnished to CONTRACTOR without charge by CITY.

9. RECORDS. The CONTRACTOR shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to such books and records to the representatives of CITY at all proper times and the right to examine and audit the same, and to make transcripts therefrom as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

10. COVENANT AGAINST CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement, except for subcontractors, if any, listed in this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to CONTRACTOR, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. INTEREST OF CITY REPRESENTATIVE. No member of CITY shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she directly or indirectly is interested; nor shall any member, officer, agent, or employee of CITY or CITY have any interest directly or indirectly in this Agreement or the proceeds thereof.

12. OWNERSHIP OF DOCUMENTS. Original documents, drawings, and reports generated by this Agreement shall belong to and become the property of CITY. Notwithstanding such ownership, CONTRACTOR shall be entitled to retain copies for its files and may distribute and reproduce such information as it deems appropriate. Any information furnished to CONTRACTOR by any tenant or the owner of any property within the CITY boundaries, which

is furnished in confidence, shall not be disclosed by CONTRACTOR to either CITY or any other person. Any use of such material by CONTRACTOR shall be reported only in statistical form without disclosure of the identity of the person furnishing such information. The parties acknowledge that documents prepared for this project may be considered public records under the California Public Records Act (Government Code §6250, et seq.) and that disclosure by CITY may be required by law notwithstanding ownership rights set forth herein.

13. PUBLICATION REPRODUCTION AND USE OF MATERIAL. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONTRACTOR. CITY shall have authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement without the permission of CONTRACTOR.

14. HOLD HARMLESS. The CONTRACTOR shall indemnify, hold harmless, and defend the CITY of Lakewood, and their respective officers, employees and agents from any claim, demand, damage, liability, loss, cost, or expense for any damage whatsoever, including but not limited to, death or injury to any person and injury to any property, proximately resulting from any act or omission of CONTRACTOR or any of its officers, employees, servants, agents, or CONTRACTORS in the performance of this Agreement.

15. PERFORMANCE BONDS. A faithful performance bond and a payment bond required to be filed by CONTRACTOR to whom the contract is awarded if the Contract involves an expenditure in excess of ten thousand dollars (\$10,000.00). No work for a specific home is estimated to be over \$10,000.00. Therefore, CONTRACTOR shall not be required to provide either bond.

16. TERM AND TERMINATION. The term of this agreement shall be from July 1, 2025 to June 30, 2026 unless terminated earlier by the CITY as provided in this section. The CITY may terminate this agreement at any time by giving the CONTRACTOR at least fifteen (15) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this Agreement unless said notice provides otherwise. In the event of termination, the CONTRACTOR shall be required to provide to CITY all invoices for finished or unfinished services and reports prepared by the CONTRACTOR as may be requested by CITY. Upon termination, the CONTRACTOR shall be paid the value of the work performed, less payments of compensation previously made for the same property being rehabilitated under a specific work order. Payments previously made by CITY to CONTRACTOR shall be credited to the amount payable to CONTRACTOR for allowable costs and fees for a specific work order. CONTRACTOR shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects CONTRACTOR's ability to provide the services provided for hereunder.

17. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY: Director of Community Development
CITY of Lakewood
5050 Clark Avenue
Lakewood, California 90712

To CONTRACTOR: FLEX PAINTING
Attn: Kyle Paul
2236 Sierra Leone Avenue
Rowland Heights, California 91748

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

CITY OF LAKEWOOD

CITY Manager

FLEX PAINTING

Kyle Paul

EXHIBIT A

FIX-UP PAINT-UP PROGRAM

CITY OF LAKEWOOD

Scope of Services

A performance standards list has been compiled to give quality services for our City's residents participating in any of our Housing Programs. This list will assist both City staff as well as contractors who are providing quality customer service to our residents. This outline lists the minimum standards that the City and contractors agree to provide to its clients under the City of Lakewood Fix-up Paint-up Program. City staff on an individual case-by-case basis will decide upon any specific items or issues in question that are not listed below.

1. Provide all labor, equipment, and supplies for the program.
2. Prepare work orders for all proposed repair services.
3. The repairs will be scheduled and conducted on an as-needed basis.
4. A file folder will be maintained for each home/job order, which shall include a description of repairs completed.
5. Maintain appropriate documentation and records for review and audit for purposes to ensure compliance with all City requirements.

Description of Repairs

Exterior Repairs

- 1) Exterior Painting (all wood surfaces): Both the house and garage are always to be painted unless otherwise noted. Wood surfaces include but are not limited to, fascia boards, rafter tails, and rafter covers, window sills and frames, siding, door frames, and eaves. The following measures shall be taken for these items:
 - a) Prepare for painting. Sand or scrape all loose and peeling paint. No sandblasting is permitted. Water-blasting alone cannot be substituted for sanding or scraping. Patch all necessary gaps, cracks, and holes. All fillings to match the existing color and texture of the existing wall.
 - b) Apply one coat of primer and a minimum of 2 layers (BEHR, Dunn Edwards, or better) exterior wood paint. Wood paint shall not be used on stucco surfaces. The Contractor shall have homeowner select paint color of choice and will match paint accordingly.
- 2) Exterior Painting (stucco):
 - a) Patch, fill, and sand all holes. Missing spots and cracks in the stucco to be filled with stucco patch. New patches shall be completed flush with the existing wall as closely as possible. Newly applied stucco surface to match the color and texture of the existing stucco as closely as possible. No flat stucco patches.

- b) Paint stucco with stucco paint only (Behr or better).
- 3) Exterior Painting (wrought iron):
- a) Clean area thoroughly and dry completely. Paint with weather-resistant paint for metal. The Contractor shall have the homeowner select paint color of choice and will match paint accordingly.
- 4) Repairs and Replacements of exterior openings:
- a) For replacement items such as doors, garage doors, window glass, and vent screens and other items, all required hardware that is part of the item being replaced must be replaced as well. Window replacement can only be done if the Contractor has a B or C17 state license and or if a permit is required.
 - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 5) Installation of Security Devices:
- a) Replacement or installation of security devices such as deadbolt locks, window locks, and door peephole.
 - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 6) Exterior Plumbing Repairs:
- a) All plumbing repairs or replacement requires a B or C36 state license. The only repair that may be done without a license or permit is that of a leaky hose bib.
- 7) Fence and Gates:
- a) Fence and gate repairs.
 - b) Fences and gates are eligible for painting. For wooden fences, see *instructions for exterior wood painting*. For wrought iron, see *exterior painting wrought iron*.
- 8) Roof Gutter Repair:
- a) Replacement and installation of rain gutters and downspouts.
- 9) Handicap Facilitation Accessories:
- a) Installation or repair of devices for the elderly or handicapped must meet ADA requirements.
 - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 10) Emergency and Energy Conservation Improvements and Repairs:

- a) Emergency conservation repairs are eligible. This includes the installation of attic insulation and water heater insulation blankets and earthquake straps.
- b) Energy conservation improvements such as weather stripping, caulking, and replacement glazing are eligible improvements. Improvements of minimal alteration must match existing color, texture, and material as closely as possible.

Outreach Activities

The Housing Section will conduct all marketing for the Fix-Up Paint-Up Program.

Home Assessment/Work Performance/Production

1. The home assessment will consist of a pre-photo inspection to be conducted by City staff and Flex Painting.
2. If the estimate of repairs exceeds \$10,000, City Staff will consult with the homeowner to prioritize the repairs.
3. The City staff will authorize work to begin after receiving a cost estimate from Flex Painting and approval by the grant committee.
4. Flex Painting will report daily on the work to be scheduled and performed.
5. Upon completion of home repairs, City staff will perform a post photo inspection.
6. Flex Painting will be responsible for submitting to City staff all reports, expenses, and invoices. The procedures and process for invoicing and payment reimbursement shall be agreed upon before performing any repair services.
7. If any work is being done, which may involve removal or disturbance of asbestos-containing materials, Flex Painting shall notify the City to obtain an appropriate inspection by a specialist before proceeding with any such work, and follow the recommendation of such report.
8. Flex Painting shall give notices required and shall comply with all applicable laws, ordinances, and codes of the City of Lakewood and all other agencies as may be required by law.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and

shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Storm Water Services Agreement with G2 Construction, Inc.

INTRODUCTION

As a part of the city's compliance with the municipal storm water permit, the purchase and installation of full capture devices in 10% of the city owned catch basins located in high priority uses is required every year over a period of 10 years.

STATEMENT OF FACT


The State Water Resources Control Board (State Board) and Los Angeles Regional Water Quality Control Board (Regional Board) consider trash to be a significant pollutant in California's waters. In 2015, the State Board adopted statewide consistency in regulating trash to protect aquatic life, public health and provide other beneficial uses, and to reduce environmental issues associated with trash in State waters (known as the "Trash Amendments").

As an owner and operator of a municipal storm drain system, Lakewood is required to comply with the Trash Amendments. Cities have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. In order to facilitate compliance, the city joined Watershed Management Programs (WMPs) in the Lower Los Angeles River Watershed, Los Cerritos Channel Watershed and the Lower San Gabriel River Watershed. Under the respective WMPs, the city made a commitment to install full capture systems on city owned catch basins within the city.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with G2 Construction, Inc. for the period ending June 30, 2026, and authorizes the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
STORM WATER SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
G2 CONSTRUCTION, INC.

This Agreement dated May 22, 2018, the undersigned agree to extend the agreement for storm water services under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as amended as follows:

Add paragraph to Section 2 COMPENSATION FOR SERVICES to read "The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule."

The Agreement of May 22, 2018, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

G2 CONSTRUCTION, INC.

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

City Attorney

CONFIDENTIAL



DBE, MBE & SBE Certified

Products & Services RATE SHEET

EXCLUSIVE TO
CITY of LAKEWOOD

May 15, 2025

G2 Construction, Inc. Rate Sheet for CITY OF LAKEWOOD PRICING

May 15, 2025

Product 1 of 3

CPS-Mod™ patented Modular Design

Full Capture System Certified

Offered With or Without Installation

PRODUCT SIZES	Unit	Orange County Volume Discounts					
		First 1-2 Devices	Next 3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Up to 6.0 SQFT of stainless steel screen & deflector, if needed. 18" CB discharge pipe max.	Device & Install	\$2,949	\$2,565	\$1,982	\$1,478	\$1,390	\$1,319
	Device Only	\$2,029	\$1,813	\$1,362	\$1,034	\$978	\$934
Up to 9.0 SQFT of stainless steel screen & deflector, if needed. 24" CB discharge pipe max.	Device & Install	\$3,637	\$2,901	\$2,261	\$1,753	\$1,577	\$1,488
	Device Only	\$2,783	\$2,279	\$1,667	\$1,313	\$1,183	\$1,130
Up to 11.0 SQFT of stainless steel screen & deflector, if needed. 30" CB discharge pipe max.	Device & Install	\$4,155	\$3,415	\$2,572	\$1,975	\$1,832	\$1,709
	Device Only	\$3,351	\$2,744	\$2,007	\$1,581	\$1,463	\$1,381
CPS-Mod Mini™ - Up to 4.5 SQFT screen. *Customer to verify FCS.	Device & Install	\$2,548	\$2,222	\$1,747	\$1,294	\$1,212	\$1,123

Larger & Custom devices are custom priced.

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.

	Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
PRODUCT OPTIONS (Adds)							
Additional Cost per Unit							
Heavy Duty (HD) unit add, with Bracing (for inbound pipes, etc.)	CPS-Mod™	\$771	\$771	\$675	\$482	\$402	\$402
Trough Deflector Material	Linear Foot	\$185	\$185	\$155	\$150	\$145	\$140
Mosquito/Vector Hinged Deflector	Deflector	\$415	\$393	\$374	\$357	\$339	\$322
Larger Size Stainless Steel Screen	SQFT 60 Screen	\$149	\$124	\$124	\$124	\$124	\$124
Removable System	CPS-Mod™	\$775	\$734	\$699	\$658	\$599	\$552

SERVICES FOR ALL PRODUCTS

INSTALLATION OF PRODUCT (Applies to all Products)

PROJECT BONDS (if Required)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (in Orange County)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Catch Basin (CB) Cleaning	1 CB	\$408	\$288	\$140	\$88	\$68	\$64
Extra Bad Catch Basin (CB) Cleaning	Manhour	\$185	\$185	\$185	\$185	\$185	\$185
Staff Gauge Painting	CB	\$289	\$239	\$138	\$121	\$107	\$104
Traffic Control during installation	8 Hours	\$3,750	\$3,528	\$3,278	\$3,155	\$3,033	\$3,033
Pre-Install - Old Device Removal	Removal	\$800	\$700	\$650	\$650	\$450	\$350
Pre-Install - Open "Frozen" Manhole	Manhole or Grate	\$300	\$260	\$230	\$200	\$170	\$150
Pre-Install - Excess Concrete Jackhammer & Removal	CB	\$600	\$500	\$400	\$300	\$275	\$250
Confined space equip. monitoring & fall protection; or CB Plug.	CB	\$675	\$575	\$475	\$425	\$400	\$375
Training Contractor	1 Day	\$7,000	\$7,000	\$7,000	\$7,000	\$6,300	\$5,800
Remote Support (phone or online)	1 Hour	\$173	\$164	\$156	\$148	\$141	\$133

FIELD SERVICES

Product Maintenance Inspections	Device	\$294	\$246	\$185	\$126	\$104	\$92
Locating CBs and inlets.	Manhour	\$240	\$246	\$185	\$126	\$104	\$92
CB Field Review; measurement; and/or device inventory	CB	\$246	\$246	\$185	\$126	\$104	\$92
Collecting Lat. / Long. of CBs	CB	\$246	\$246	\$185	\$126	\$104	\$92
Posting No-Parking or Notifications	Manhour	\$220	\$215	\$200	\$175	\$140	\$92

PROFESSIONAL SERVICES

Custom Product Design	3-Hours/ Device	\$1,000	\$756	\$672	\$672	\$672	\$672
Custom Drawings - Product	Device	\$1,344	\$1,323	\$1,008	\$1,008	\$1,008	\$840
Research & online data collection	Hourly	\$220	\$215	\$200	\$175	\$140	\$92
Project Management	Hourly	\$220	\$215	\$200	\$175	\$168	\$168

PRICING

Product 2 of 3

GITS™ Grated Inlet Trash Screen

Full Capture System Certified

Offered With or Without Installation

Orange County Volume Discounts

PRODUCT SIZES	GITS™ Models	Unit	First 1-2 Devices	Next 3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Rectangular Grate 40"x 24" (or less)	GITS-40x24	Device & Install	\$3,405	\$2,873	\$2,863	\$2,605	\$2,348	\$2,243
		Device Only	\$3,118	\$2,588	\$2,378	\$2,219	\$2,061	\$1,956
Rectangular Grate 24"x 24" (or less)	GITS-24x24	Device & Install	\$3,054	\$2,624	\$2,414	\$2,258	\$2,099	\$1,994
		Device Only	\$2,834	\$2,405	\$2,195	\$2,037	\$1,880	\$1,775
Round 26" Diameter Grate (or less)	GITS-26R	Device & Install	\$3,214	\$2,652	\$2,442	\$2,284	\$2,127	\$2,022
		Device Only	\$3,004	\$2,435	\$2,225	\$2,067	\$1,910	\$1,805
Round 30" Diameter Grate (or less)	GITS-30R	Device & Install	\$4,239	\$3,726	\$3,021	\$3,518	\$3,411	\$3,306
		Device Only	\$3,968	\$3,459	\$3,354	\$3,249	\$3,144	\$3,039
Larger and Custom	GITS-Custom	custom	custom	custom	custom	custom	custom	custom
GITS LoPRO™ - 5" Depth Design. *Customer to verify PCS.			Up to 30% discount on select models.					

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.

PRODUCT OPTIONS

Additional Cost per Unit

Vector Control Port	VECT	Port	\$351	\$301	\$251	\$251	\$251	\$251
Trough Slide for GITS	G-TROUGH	Device	\$625	\$575	\$525	\$475	\$425	\$375
Steps - Custom Design	STEPS	Device	\$655	\$562	\$488	\$445	\$421	\$388
GITS Channel System (add Trough Deflector if >7')	GCS W=7'	Device System	\$8,500	\$8,175	\$5,568	\$5,002	\$4,502	\$4,051

SEE PRICING for Field Services & Professional Services on CPS-Mod™ Pricing Sheet

Product 3 of 3

ARS-CL™

Patented CamLock Automatic Retractable Screen

With Installation

Orange County Volume Discounts

SIZE: Catch Basin Width (ft) / (unique ARS-CL screens)	ARS-CL™ Model	Unit	First 1-2 Catch Basins (CBs)	Next 3-5 CBs	6-20 CBs	21-100 CBs	101-500 CBs	501+ CBs
up to 3' [1 screen]	ARS-CL-03	CB Device	\$2,651	\$2,134	\$1,750	\$1,175	\$1,128	\$1,081
3.1 - 5' [1 screen]	ARS-CL-05	CB Device	\$2,919	\$2,439	\$1,990	\$1,535	\$1,458	\$1,381
5.1 - 7' [2 screens]	ARS-CL-07	CB Device	\$4,148	\$3,602	\$3,058	\$2,641	\$2,509	\$2,377
7.1 - 10' [2 screens]	ARS-CL-10	CB Device	\$4,442	\$4,034	\$3,404	\$2,900	\$2,765	\$2,610
7.1 - 10' x [3 screens]	ARS-CL-10x	CB Device	\$5,326	\$4,822	\$4,246	\$3,577	\$3,399	\$3,220
10.1 - 14' [3 screens]	ARS-CL-14	CB Device	\$5,730	\$4,912	\$4,298	\$3,768	\$3,577	\$3,389
10.1 - 14' x [4 screens]	ARS-CL-14x	CB Device	\$8,849	\$5,834	\$5,089	\$4,647	\$4,415	\$4,182
14.1 - 18' [4 screens]	ARS-CL-18	CB Device	\$8,988	\$5,929	\$5,357	\$4,670	\$4,827	\$4,383
16.1 - 21' [5 screens]	ARS-CL-21	CB Device	\$9,470	\$7,147	\$6,408	\$6,088	\$5,784	\$5,479
16.1 - 21' x [6 screens]	ARS-CL-21x	CB Device	\$9,181	\$7,684	\$7,162	\$6,797	\$6,457	\$6,117
21.1 - 28' [6 screens]	ARS-CL-28	CB Device	\$9,332	\$8,088	\$7,528	\$7,155	\$6,797	\$6,439
21.1 - 28' x [8 screens]	ARS-CL-28x	CB Device	\$11,427	\$10,245	\$9,536	\$8,869	\$8,235	\$7,802
28.1 - 35' x [10 screens]	ARS-CL-35x	CB Device	\$13,317	\$12,135	\$11,426	\$10,559	\$10,125	\$9,692

Bonds and Traffic control additional costs, if needed.

PRODUCT OPTIONS

Additional Cost per Unit

Bolt-In Connections (Not Welded)	CB Device	Add 15%
Fixed Screen Option	CB Device	Subtract 15%
Device without Installation	CB Device	Subtract 10%; add Sales Tax & Delivery

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Fourth Amendment to Professional Services Agreement (PSA) with Greene Backflow for Annual Backflow Testing and Repair Services

INTRODUCTION

On June 11, 2024, the City Council approved the third amendment to an agreement with Greene Backflow for Annual Backflow Testing and Repair Services. The agreement with Greene Backflow is scheduled to expire on June 30, 2025; Staff recommends extending the agreement to June 30, 2027.

STATEMENT OF FACT

The agreement with Greene Backflow ensures that proper safeguards are both in place and functioning correctly in order to protect our potable water system from the potential contamination risks imposed by cross connections. Through Greene Backflow's testing procedures, customers with backflow devices are able to have their devices tested and certified at their own cost. To date, Greene Backflow has fulfilled all contractual obligations in regards to the testing and repair of both "city" and "non-city" backflow devices to a high level of satisfaction for City staff. Therefore, staff recommends extending the agreement with Greene Backflow to June 30, 2027, for a not-to-exceed total amount of \$20,000.00 for FY 2025-2026 and \$20,000.00 for FY 2026-2027.

FISCAL IMPACT

Funds are proposed in Operating Account 75008200 51000 Contractual Services for an amount not-to-exceed \$20,000.00 for FY 2025-2026 and \$20,000.00 for FY 2026-2027.

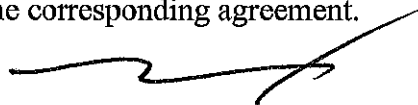
RECOMMENDATION

Staff recommends that the City Council:

1. Approve the fourth amendment to the agreement with Greene Backflow for a not-to-exceed amount of \$20,000.00 for FY 2025-2026 and \$20,000.00 for FY 2026-2027.
2. Authorize the Mayor to sign the amendment to the corresponding agreement.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**FOURTH AMENDMENT TO AGREEMENT
FOR ANNUAL BACKFLOW TESTING
AND REPAIR SERVICES**

THIS FOURTH AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and GREENE BACKFLOW, sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, on June 11, 2024, the CITY approved third amendment to an agreement entitled "AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES" with SERVICE PROVIDER; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER a sum not to exceed \$20,000.00 for FY 2025-2026 and \$20,000.00 for FY 2026-2027.

All of the terms and conditions of the AGREEMENT not modified by this Fourth Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
Greene Backflow

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Approval of Third Amendment of Agreement with City of Hawaiian Gardens for Air Support Services

INTRODUCTION

Sky Knight, as America's first airborne law enforcement patrol, has been a long-standing proven crime fighter for Lakewood. During the history of the program, Sky Knight provided air support service to many of our neighboring cities for many years, including the City of Hawaiian Gardens.

STATEMENT OF FACTS

On November 8, 2022, City Council approved an agreement with the City of Hawaiian Gardens for Sky Knight air support services. The agreement provides Hawaiian Gardens with on-demand air support services in response to specific crimes or incidents. The cost for services are reimbursed at an hourly rate of \$950, billed in 1/10th of an hour increments. Additionally, Hawaiian Gardens remitted a \$25,000 retainer.

Two previous amendments of the agreement amended the term for two 1-year extensions. The current term is set to expire June 30, 2025. All other provisions of the agreement have remain unchanged.

Hawaiian Gardens has expressed a desire to continue receiving air support services. Therefore, a third amendment extending the term one additional year from July 1, 2025 through June 30, 2026, is necessary.

RECOMMENDATION

Staff recommends the City Council approve the third amendment to the agreement with the City of Hawaiian Gardens extending the term for air support services one additional year and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

Joshua Yordt
Director of Public Safety

Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO AGREEMENT
FOR REIMBURSEMENT FOR
HELICOPTER PATROL SERVICES**

This Amendment, which amends that certain "Agreement for Reimbursement for Helicopter Patrol Services" dated November 16, 2022 (the "Agreement"), is made and entered into with an effective date of July 1, 2025, by and between the City of Lakewood and the City of Hawaiian Gardens.

The parties hereby agree as follows:

1. Section 5 of the Agreement is amended to state an effective date of July 1, 2025, and a termination date of June 30, 2026.
2. In all other respects the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed on the dates set forth below.

CITY OF LAKEWOOD

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

**APPROVED AS TO FORM BY
CITY ATTORNEY:**

By: _____
City Attorney

Date: _____

CITY OF HAWAIIAN GARDENS

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

**APPROVED AS TO FORM BY
CITY ATTORNEY:**

By: _____
City Attorney

Date: _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of an Agreement with Homeless Liaison, LLC

INTRODUCTION

On April 26, 2022, City Council approved an agreement with the Gateway Cities Council of Governments (GCCOG), a California joint powers authority, to implement the Gateway Cities Innovation Plan (now known as Local Solutions Fund) to hire a Homeless Services Liaison to serve the Local Coordinating Area 4 cities of Hawaiian Gardens, Lakewood and Signal Hill. The current agreement for homeless outreach services is set to expire June 30, 2025.

SUMMARY

The Homeless Services Liaison position under the Gateway Cities COG (GCCOG) Local Solutions Fund is funded through the LA County Homeless Initiative using Measure H funds. The GCCOG has an existing agreement with LA County to receive funds for the continued support of the Homeless Services Liaison position.

Through Homeless Services, LLC, Ms. Adriana Lopez has been serving as the Homeless Services Liaison on behalf of the Local Coordinating Area 4 (LCA 4) cities since mid-October 2022. She has successfully worked with staff and law enforcement of each city to address homelessness. She advocates for and connects homeless individuals with appropriate service providers by tracking requests, and has had several successes securing housing for individuals. She has facilitated and conducted various training sessions for city staff, businesses and other community groups. She regularly attends regional meetings with services providers and county agencies to advocate on behalf of cities to ensure an appropriate level of services are provided in each city and to stay current with current trends related to homeless services in LA County.

Ms. Lopez's diligent work has made a positive impact in addressing homelessness and has been a value added benefit to each of the LCA 4 cities. Staff recommends an agreement with Homeless Services, LLC be approved to continue the Homeless Services Liaison position.

RECOMMENDATION

Staff recommends City Council approve an agreement with Homeless Liaison, LLC to serve as the Homeless Services Liaison for the term of July 1, 2025 through June 30, 2026 and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt
Director of Public Safety

Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
HOMELESS LIAISON, LLC**

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2025 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Homeless Liaison, LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Scope of Services attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full. Work hours and days to be negotiated and mutually agreed upon by City and Consultant.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the scope of services in Exhibit A, at a rate of \$65.00 per hour.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling,

transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

8. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

10. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, CA 90712
 Attention: City Manager

To Consultant: Homeless Liaison, LLC
 5541 Ravia Street
 Lakewood, CA 90713

16. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity

provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

21. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

22. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the

parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

24. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

Adriana Lopez

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Insurance Requirements

EXHIBIT A

Scope of Services

HOMELESS SERVICES LIAISON

Rate of Pay: \$65 per hour

Contract Position - Limited Term/No Benefits

This contract position is grant funded and currently available through June 30, 2026. Duration of this contract position may be extended if grant funding is extended. The Homeless Liaison will serve the cities of Hawaiian Gardens, Lakewood and Signal Hill.

Under general direction, the Homeless Services Liaison, serves as the cities of Hawaiian Gardens', Lakewood's, and Signal Hill's connection to other homeless service agencies; helps ensure direct services are met in the respective communities by creating connections with homeless individuals therein. Specifically, this contract position is responsible for working in coordination with the cities' homeless services staff and connecting with the Los Angeles County Departments of Public Health, Health Services and Mental Health, as well as the Los Angeles Homeless Services Authority (LAHSA), People Assisting the Homeless (PATH) and any other relevant entity or agency to further efforts in assisting homeless clients.

Examples of Duties

Duties may include, but are not limited to the following:

- Represents the cities of Hawaiian Gardens, Lakewood, and Signal Hill at public meetings, interagency planning meetings and other policy-related events and at Coordinated Entry System planning meetings as needed
- Provides communication between school communities
- Ensures County resources are working (shelters and services)
- Works closely with Los Angeles County Sheriff's Department or Signal Hill Police Department, public safety, code enforcement, or other city staffs
- Leads the network of local non-profit organizations such as PATH, Whole Child and LAHSA and City Departments concerned with or affected by homelessness to identify and respond to issues and needs, ranging from direct services and housing to policy

- Represents the Cities of Hawaiian Gardens, Lakewood, and Signal Hill's concerns at homeless services-related meetings in the Continuum of Care, Coalitions and Coordinated Entry System
- Represents Hawaiian Gardens, Lakewood, and Signal Hill at homeless committees and community meetings
- Maintains reports, logs and files and databases
- Documents and records information electronically and in written format
- Assists clients in connecting to appropriate service providers
- Conducts crisis intervention as needed
- May provide own transportation for work related travel as necessary
- Performs other related duties as assigned

Qualifications

EDUCATION & EXPERIENCE: Bachelor's degree from an accredited college or university in social services, human services, public or business administration or a closely related field and two years of applicable work experience providing case management, social services, and/or working with the homeless (individuals and/or families) in outreach and engagement services. Additional applicable work experience in providing case management, social services and/or working with the homeless in outreach and engagement services may be substituted for the education requirement. Experience with the Homeless Management Information System (HMIS) is strongly preferred.

LICENSE: Possession of a valid Class "C" operator's license issued by the California State Department of Motor Vehicles and a good driving record. Incumbents must carry active and adequate auto insurance of driving any vehicle not owned or leased by the cities of Hawaiian Gardens, Lakewood and Signal Hill.

KNOWLEDGE OF: Local, state, and federal homeless and housing policies; local homeless services and housing programs; substance abuse recovery, mental health and health care systems; procedures for planning, implementing, and maintaining a variety of homeless outreach and engagement services and programs; public speaking and communication skills; Windows Operating System, latest version of Microsoft Office (Word, Excel, PowerPoint, Access) Outlook and at least one database application; Homeless Management Information System (HMIS).

SKILLS AND ABILITIES TO: Communicate professionally and effectively both orally and in writing, with City Council, City leadership, City staff, community partners, non-profits and other organizations; engage in public speaking; work effectively with diverse constituencies ranging from homeless individuals to elected officials; establish and maintain positive working relationships with those you come in contact with; provide direct service to homeless individuals and/or families; communicate effectively with persons displaying psychological and substance-induced behaviors such as depression, anger and confusion; and operate a computer and demonstrate competency in database use.

PHYSICAL AND MENTAL DEMANDS/ ENVIRONMENTAL CONDITIONS: Ability to see and hear within normal ranges and dexterity to read, write, type, file, operate office equipment such as a computer, telephone, calculator, copier, fax machine, pencils, pens, scissors, stapler; ability to drive vehicle (city vehicle); communicate orally, in writing and over the telephone; understand written and verbal directions.; ability to lift and carry up to 25 pounds, stand, walk, and sit for extended periods of time, may walk on uneven surfaces; bend, stoop, kneel, crouch or crawl; work indoors and outdoors, when working outdoors, the incumbent may be exposed to heat and cold and the elements and may necessitate exposure to environmental factors.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may

renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and Members of the Council

SUBJECT: Agreement with Housing Rights Center

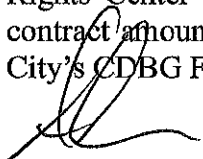
STATEMENT OF FACT

The U.S. Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement communities to provide a fair housing counseling program for the tenants and landlords/owners of properties located in their jurisdiction. The City of Lakewood (City) is a CDBG entitlement community and historically, the City has contracted with a fair housing consultant using CDBG funds for this service. The City's fair housing counseling program consists of public outreach, education, and the coordination of fair housing training for local real estate agents, apartment managers, and property owners. In addition, should a situation requiring the expertise of other agencies arise, referrals are provided.

To continue this service, the City is proposing to contract with Housing Rights Center (HRC) for the provision of a fair housing counseling program, which meets HUD's requirements. HRC will provide City residents and property owners with professional services in the areas of landlord/tenant relations, fair housing information and education, and client service referrals. HRC is a HUD approved fair housing organization. The cost for said services of this contract will be funded by CDBG funds.

RECOMMENDATION

Staff recommends that the City Council approve the contract and scope of services with Housing Rights Center for fair housing consulting services through June 30, 2026, and authorize the contract amount not to exceed \$26,000 for the year. Funds for this contract are included in the City's CDBG FY 2025-2026 budget.



Aldo Cervantes
Director of Community Development



Thaddeus McCormack
City Manager

CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
HOUSING RIGHTS CENTER

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2025 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Housing Rights Center ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant's Proposal attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$26,000.00.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without

the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees,

agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and

regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, California 90712
 Attention: Community Development

To Consultant: Housing Rights Center
 3255 Wilshire Boulevard #1150
 Los Angeles, CA 90010

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A Consultant's Proposal
Exhibit B Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL

HOUSING RIGHTS CENTER - CITY OF LAKEWOOD FAIR HOUSING SERVICES FY2025-2026 PROPOSAL

The Consultant (Housing Rights Center) proposes to provide the following services:

A. Fair Housing Program Services:

1. Housing Rights Center (HRC) will provide a comprehensive Fair Housing Program to a total fifty (50) City of Lakewood households in the 2025-2026 program year. HRC will provide services from its four core programs: (1) Landlord/Tenant Counseling, (2) Discrimination Complaint Investigation, (3) Education and Outreach, and (4) Fair Housing related Legal Services.
2. HRC will process Fair Housing Inquiries and Complaints: Intake and handling of fair housing inquiries and claims by City of Lakewood residents; examination of allegations of inquiries and claims, including screening of inquiries to arrive at preliminary determination of which cases have fair housing implications, and which do not (but which may require other legal or paralegal counseling); provision of counseling (and referral to legal services where appropriate) for landlord-tenant and other non-fair housing cases; compilation of evidence and declarations for accepted fair housing cases, including interviewing witnesses, reviewing rental agreements, analysis of rental, sales, and mortgage data, rules, funding source obligations, etc.; and assistance to claimants in the organization of information for presentation to state and federal agencies.
3. HRC will provide (12) monthly in-person walk-in housing clinics at a location to be determined and provided by the City of Lakewood.
 - a. HRC will determine the day of the week on which the monthly housing clinic will take place.
 - b. Each monthly housing clinic will be three (3) hours in length.
 - c. HRC's in-person clinic services will be open to both tenants and landlords regarding their respective rights and responsibilities under California law and local city ordinances. Staff at the clinics will provide information to residents' questions along with providing appropriate referrals and resources.
4. HRC will refer parties to competent legal resources or dispute resolution agencies when appropriate. HRC will maintain a toll-free telephone number where callers can obtain services on an on-going basis. HRC will submit quarterly reports to the City detailing activities, inquiries, claims, and contacts.

B. Outreach and Education Services:

1. HRC will conduct two tenants' rights workshops in the City of Lakewood.
2. HRC will also provide outreach materials to a minimum of 800 Lakewood City households.
3. HRC will conduct one virtual workshop for Lakewood housing industry professionals such as property managers, owners, realtors, and resident organizations.
4. HRC will conduct Fair Housing Month activities as appropriate including a Fair Housing month Summit;

C. HRC's Activity List

List Activity	Completion Date
Landlord-Tenant Counseling	Ongoing from 7.1.25 to 6.30.26
Housing Discrimination Inquiries & Case Investigations	Ongoing from 7.1.25 to 6.30.26
Monthly In-Person Housing Clinic	12 In-person clinics from 7.1.25 to 6.30.26
Education Workshops, i.e., Housing Rights Workshop for Tenants	2 workshops per year by the end of the 4 th quarter.
Education Workshop/training for property owners/managers.	1 per year by the end of the 4 th quarter.
Multi-Lingual Literature Distribution	800 pieces per year by the end of the 4 th quarter.
Fair Housing Month Event, The Annual Fair Housing Summit	April 2026

D. Budget – Total Cost: \$26,490

Column A BUDGET ITEM	Column B CDBG REQUEST (\$)	Column C OTHER SOURCES (\$)	Column D NAMES OF OTHER SOURCES	Column E TOTAL BUDGET (\$)
Personnel*				
Staff - Housing Counselors (9)	6,900	483,611	Other CDBG Projects and Income Sources	486,511
Staff - Outreach/Education Coord (4)	7,325	226,749	Other CDBG Projects and Income Sources	228,074
Staff - Case Analysts (8)	3,100	424,520	Other CDBG Projects and Income Sources	426,620
Staff - Program Managers (5)	2,390	517,936	Other CDBG Projects and Income Sources	520,326
Staff - Legal (3)	925	221,068	Other CDBG Projects and Income Sources	221,993
Staff - Administration (3)	750	555,320	Other CDBG Projects and Income Sources	556,805
Benefits - Workers Comp	1,250	218,630	Other CDBG Projects and Income Sources	219,630
Benefits - Health Insurance	1,800	267,211	Other CDBG Projects and Income Sources	268,436
Personnel Total	24,440	2,915,045	Other CDBG Projects and Income Sources	2,928,395
Non-Personnel				
Rent/Lease	600	276,054	Other CDBG Projects and Income Sources	276,654
Supplies	200	37,820	Other CDBG Projects and Income Sources	37,920
Telephone	210	40,690	Other CDBG Projects and Income Sources	40,800
Equipment - Copier lease	325	98,150	Other CDBG Projects and Income Sources	98,475
Postage/Internet	65	33,135	Other CDBG Projects and Income Sources	33,200
Testing and Training	165	15,705	Other CDBG Projects and Income Sources	15,720
Insurance	150	44,450	Other CDBG Projects and Income Sources	44,600
Other: Advertising/Publicity	130	12,610	Other CDBG Projects	12,640

			and Income Sources	
Other: Mileage/Travel	120	14,300	Other CDBG Projects and Income Sources	14,320
Other: Subscriptions/Meetings	75	27,325	Other CDBG Projects and Income Sources	27,400
Other: Taxes and Permits	10	3,240	Other CDBG Projects and Income Sources	3,250
Non-Personnel Total	2,050	630,229	Other CDBG Projects and Income Sources	631,879
TOTAL PROJECT BUDGET	28,490	3,545,274		3,571,764

E. Authorized Signature

Authorized Signature


To the best of my knowledge, the information provided on this application is true, and I am authorized to submit this application on behalf of the applicant agency.

Chancela Al-Mansour

Executive Director

Print Name

Title



April 10, 2025

Signature

Date

calmansour@housingrightscenter.org

Email

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept

on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Agreement for Fire and Burglar Security Systems Monitoring and Maintenance Services with JMG Security Systems Inc.

INTRODUCTION


JMG Security Systems Inc. started providing the City with services related to Fire and Burglar Security Systems in 2024. These services include ongoing monitoring and maintenance of fire and burglar systems currently installed at a number of city facilities. The city entered into a one-year contract with JMG ending on June 30, 2025. The contract allows for annual renewals, and staff wish to amend the agreement for an additional one-year term.

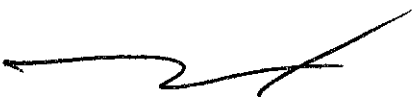
STATEMENT OF FACT

The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. JMG Security Systems Inc. began providing these services to the City in 2024. JMG has made needed upgrades to security systems, and continues to collaborate with city staff in efforts to modernize these systems and prioritize safety. JMG provides information and advice regarding system operations and upgrades, as well as installing and repairing equipment when needed.

RECOMMENDATIONS

Staff recommends that the City Council extend the agreement with JMG Security Systems Inc. for an additional one-year term ending June 30, 2026.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
SERVICES
BETWEEN THE CITY OF LAKEWOOD AND JMG SECURITY SYSTEMS INC.

The Agreement dated June 11, 2024 is hereby further amended as follows:

Revise Section 2 SCOPE OF SERVICES to read "PROVIDER agrees to provide to the CITY at its own cost and expense, when requested by CITY those services set forth on Exhibit A, Commercial Security/Fire Alarm Agreement, Schedule of Protection and Attachments, attached hereto and made a part hereof. In the event of a conflict between the Agreement and Exhibit A, the Agreement shall take precedence. Upon specific and separate authorization by the City, the PROVIDER agrees to prepare plans and specifications for additional life safety/systems improvements and/or installations, with scope of work and fee based on project-specific written proposals.. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."

Revise Section 4 PAYMENT to read "CITY agrees to pay PROVIDER for all services actually rendered under the Scope Of Services at a rate determined by the fee schedule in Exhibit B, attached hereto and made a part hereof. Compensation shall be paid on a quarterly basis. PROVIDER shall submit all invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, should the term of the Agreement be extended per Section 6, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the PROVIDER does not request an adjustment as specified, rates will remain in effect."

Revise Section 6 TERM to read "This Agreement shall commence July 1, 2025 and terminate June 30, 2026 and may be renewed by CITY with the concurrence of PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided."

The Agreement of June 11, 2024 is reaffirmed in all other aspects, except as amended herein.
Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

JMG SECURITY SYSTEMS INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Storm Water Services Agreement with John L. Hunter & Associates (JLHA)

INTRODUCTION


The City has utilized storm water consultant services for the past several years. The services provided under the proposed agreement include assisting the city in storm water inspections, annual reporting assistance, Safe Clean Water Program assistance and reporting, and review of development and redevelopment plans to meet Low Impact Development (LID) requirements. Additional storm water assistance may be required to comply with any new reporting requirements.


STATEMENT OF FACT

The City has been using a storm water consulting firm to assist with compliance with the National Pollution Discharge Elimination System (NPDES). JLHA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time-and-material basis, under JLHA's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with JLHA and provide written authorization to proceed.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with John L. Hunter & Associates for the period ending June 30, 2026, in a not-to-exceed budgeted amount for storm water consultant services and authorizes the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
STORM WATER SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
JOHN L. HUNTER & ASSOCIATES

Per Section 5 of the Agreement dated October 14, 2014, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as amended as follows:

1. Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in Exhibit A "Fee Schedule" for services incorporated herein.

The Agreement of October 14, 2014, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June 2025.

JOHN L. HUNTER

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

City Attorney

JLHA Rate Schedule 2025

Principal	\$232 / hour
Director	\$206 / hour
Program Manager	\$206 / hour
Staff Engineer	\$206 / hour
Project Manager	\$195 / hour
Assistant Project Manager	\$174 / hour
Project Engineer	\$174 / hour
Senior Compliance Specialist	\$153 / hour
Compliance Specialist II	\$143 / hour
Project Analyst II	\$143 / hour
Compliance Specialist I	\$132 / hour
Project Analyst I	\$132 / hour
Administrative Assistant, Laborer	\$90 / hour
State Certified Laboratory Analysis	Cost + 5%
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Agreement with Kiley and Associates for Federal Governmental Relations Services

INTRODUCTION

The City currently has an agreement with Kiley and Associates (Kiley) to provide federal governmental relations services for fiscal year 2024-2025. During this time, Kiley has guided the city's federal advocacy efforts including the congressional project funding (CPF) process.


STATEMENT OF FACT

In preparation for the upcoming fiscal year 2025-2026 budget, a professional services agreement formally extending Kiley's services is included in the agenda for approval. Kiley's proposed fee of \$3,750 per month (\$45,000 annualized) has remained unchanged since last year.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager or his designee to enter into an agreement with Kiley and Associates for FY 2025-26 in the amount of \$45,000 for federal governmental relations services.

Paolo Beltran **PB**
Deputy City Manager



Thaddeus McCormack
City Manager

Kiley & Associates

May 9, 2025

Mr. Thaddeus McCormack
City Manager
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Dear Mr. McCormack,

We have thoroughly enjoyed our partnership with the City of Lakewood at the Federal level. As we continue our work here in Washington, DC, we are honored to propose extending our agreement until June 30, 2026.

With Kiley & Associates' established Washington, DC presence, deep California connections, focused methodology and extensive experience in representing governmental entities, we are uniquely qualified to continue our work with the City.

Scope of Services

Kiley & Associates will continue to collaborate with Lakewood to open doors in Washington, DC and help develop your federal legislative priorities. Our partnership would include:

- Working with the City of Lakewood to raise your profile with the House and Senate delegation, federal agencies and the Trump Administration;
- Coordinating with Lakewood staff on identifying and refining top project and policy priorities for your federal agenda;
- Building support for the City's objectives and resource needs within Congress and target key allies and influential lawmakers, committees and Executive branch policy makers;
- Coordinating an annual trip to Washington, DC to meet with the Congressional delegation, Trump Administration and key staff in the federal agencies;
- Helping the City with any issues that have a federal nexus, which may include providing comments on federal regulations, securing letters of support for funding applications, connecting local officials to federal agency professionals to maximize opportunities for Lakewood.

Kiley & Associates will continue to collaborate with Lakewood on funding and outreach. The focus will be on developing a plan to apply for earmarks and targeted funding within specific federal agencies and continue developing important relationships with federal agencies.

Kiley & Associates

Kiley & Associates would welcome the opportunity to continue our work with Lakewood. Should you decide to renew our agreement, our monthly retainer for our services would remain at the current amount of \$3,750 per month.

Thank you for taking the time to review this proposal. Please do not hesitate to contact me directly with any questions.

With Best Regards,

A handwritten signature in black ink, reading "Jayson Braude". The signature is written in a cursive, flowing style.

Jayson Braude, Esq.
Chief Counsel
Kiley & Associates, LLC
636 North Carolina Ave, SE
Washington, DC 20003
562-818-6646

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of the Amendment to the Agreement for Median Landscape Maintenance and Mowing Services of City Facilities with LandCare

INTRODUCTION

The meticulous care of turf and landscape throughout public areas of the city not only supports Lakewood's commitment to provide a high quality of life for its residents but also enhances the city's image. Manicured parks and streets are vital to ensuring Lakewood's ability to present an attractive and highly desired place to live. The city annually contracts for the landscape and turf maintenance on Bloomfield Avenue, Pioneer Boulevard, Centralia Street, and Del Amo Boulevard, totaling nearly 6,000 square feet of city medians. Mowing services of the large, open turf areas at the city's Water Yard and at 12 city Parks are also included in this contractual agreement.


STATEMENT OF FACT

LandCare has performed contracted landscape and mowing services for the city since 2004 and city staff have been consistently pleased with their performance and professionalism. LandCare proposes to provide contracted mowing services for a fee of \$53,537 per year and landscape services for medians for a fee of \$58,219 per year. LandCare would provide invoices to the city on a monthly basis in an amount, not to exceed \$9,313 per month, for the period of July 1, 2025 to June 30, 2026. This represents a 12% increase from the previous fiscal year, but is LandCare's first rate adjustment since 2021. Despite the increase, LandCare remains the lowest responsible bidder from the Request for Proposals (RFP) issued by the city last year.

RECOMMENDATION

Staff recommends that the City Council authorize the mayor and city clerk to approve the first Amendment to the Agreement for Median Landscape Maintenance and Mowing Services of City Facilities with LandCare, subject to approval as to legal form by the city attorney, to commence on July 1, 2025 and terminate on June 30, 2026, at a contracted price not to exceed \$111,756.

Valarie Frost, Director 
Recreation & Community Services


Thaddeus McCormack
City Manager

CITY OF LAKEWOOD
FIRST AMENDMENT TO AGREEMENT FOR MEDIAN LANDSCAPE
MAINTENANCE AND MOWING SERVICES OF CITY FACILITIES

This Amendment, hereinafter referred to as "AMENDMENT," made and entered into as of the 1st day of July, 2025 by and between the City of Lakewood, a municipal corporation, hereinafter referred to as "CITY", and LANDCARE hereinafter referred to as "CONTRACTOR" amends that certain "CITY OF LAKEWOOD AGREEMENT FOR MEDIAN LANDSCAPE MAINTENANCE AND MOWING SERVICES" ("the AGREEMENT"), dated July 1, 2024.

The AGREEMENT is hereby amended as follows:

1. TERM. The term of this AMENDMENT shall commence on July 1, 2025, and terminate on June 30, 2026.
2. PAYMENT. CITY agrees to pay CONTRACTOR monthly, based upon actual time spent on SERVICES. This amount shall not exceed \$111,756 for the total term of this AMENDMENT unless additional payment is approved for additional work performed as noted in the AGREEMENT. CONTRACTOR further agrees to no additional contractual fee increases through June 30, 2026.

In all other respects, the AGREEMENT shall remain in full force and effect.

NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY:	Director of Recreation and Community Services City of Lakewood 5050 Clark Avenue Lakewood, CA 90712
To CONTRACTOR:	LandCare 13917 Stage Road Santa Fe Springs, CA 90670

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

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Landcare

By _____

Title

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Agreement for Elevator Preventative Maintenance and Repair Services with Liftech Elevator Services, Inc.

INTRODUCTION

Liftech Elevator Services, Inc. has been assisting the City in providing repair and preventative maintenance on the city's three elevators since July 2009. Staff recommends their agreement be amended.


STATEMENT OF FACT


The City has a substantial investment in the elevators at The Centre at Sycamore Plaza and Burns Community Center. Elevators are licensed by the State and require routine maintenance, inspection and testing services in order to maintain their state certifications. Occasionally, the elevators will require repairs. Downtime of an elevator must be kept to a minimum. Liftech Elevator Services, Inc. has been providing these services for several years. Currently the elevator at Burns Community Center is maintained by a separate service provider. Liftech will be providing maintenance services for the two elevators at the Centre at Sycamore Plaza.

Staff recommends that the existing service provider agreement with Liftech Elevator Services, Inc. be amended for next fiscal year to provide for general preventative routine maintenance, inspections and required testing. Staff believes their rates are very competitive and they are available for on-call emergency services as needed. Funds have been budgeted in the Public Works Facilities division for such services. This amendment updates their standard monthly rates for the upcoming fiscal year.

RECOMMENDATION

Staff recommends that the City Council amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2026, in an amount not-to-exceed \$20,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES
BETWEEN THE CITY OF LAKEWOOD AND LIFTECH ELEVATOR SERVICES, INC.

The Agreement dated June 23, 2009, as amended, is further hereby amended as follows:

Revise first paragraph of Section 1, Scope of Services, to read "SERVICE PROVIDER agrees to provide to CITY at his own cost and expense when request by CITY those services set forth on Exhibit A attached hereto and made a part hereof. The undersigned agree to amend the service fee contained in Exhibit A of said Agreement to establish new rates based on the attached letter dated May 2025."

Add paragraph to Section 2, Compensation for Services, to read "The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate or fee adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect."

Revise Section 5 Term, to read "the undersigned agree to extend the Agreement for elevator maintenance and repair services identified in said Agreement, under the same terms and conditions for one year commencing July 1, 2025, and ending June 30, 2026, and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided."

The Agreement of June 23, 2009, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

Liftech Elevator Services, Inc.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



May 22, 2025

City of Lakewood
5050 N. Clark Ave.
Lakewood, CA 90712

Referenced Property:

The Centre
5000 Clark Ave.
Lakewood, CA 90712

Dear Accounts Payable,

Per the terms and conditions of the service contract, Liftech Elevator Services, Inc. will be increasing your monthly Service Contract from **\$469.00 per month** to **\$492.00 per month** for the next twelve (12) months.

This increase will take effect on your anniversary date of **July 1, 2025**.

Thank you for your continued business with us and please do not hesitate to contact me if you need any further assistance at Suriel@liftechelevator.com.

Sincerely,

Suriel Castro

Suriel Castro
Office Manager
Liftech Elevator Services, Inc.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Reimbursement Agreements with Long Beach Transit Fixed Route Subsidy and Dial-A-Lift Services

INTRODUCTION

Long Beach Transit has submitted a request for renewal of the City of Lakewood's ("City") Fixed Route and Dial-A-Lift reimbursement agreements. The current reimbursement agreements expire on June 30, 2025. Long Beach Transit is required to either secure a proportionate amount of subsidies from the jurisdictions it serves or withdraw services. Since 1984, the City has contracted with Long Beach Transit to provide a subsidy for transit services for its residents.

STATEMENT OF FACTS

Lakewood residents utilize the Long Beach Transit system extensively. The table below shows the ridership since Fiscal Year 2019-2020:

PROGRAM	FISCAL YEAR						
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025*	2025-2026**
FIXED ROUTE TRIPS	930,111	718,187	1,154,505	(n/a)	846,995	810,336	(n/a)
DIAL-A-LIFT TRIPS	1,921	499	1,067	1,660	1,553	1,873	2,199

*Estimate **Projection (n/a) LBT did not have ridership data available at this time

The contracted transit service subsidies are paid for with the City's Proposition "A" funds. One-year contracts have been prepared for the Fixed Route and Dial-A-Lift services for the next Fiscal Year. The terms of the proposed agreements are as follows:

Reimbursement for Fixed Route Transportation Services. The cost for Fixed Route Transportation Services for Fiscal Year 2025-2026 is not to exceed \$257,959.

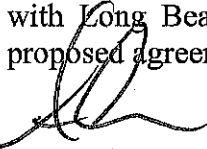
Reimbursement for Dial-A-Lift Services. The compensation for Dial-A-Lift services is based upon the rate of \$53.54 per passenger boarding for Fiscal Year 2025-2026. The total compensation for Dial-A-Lift services for Fiscal Year 2025-2026 is not to exceed \$117,735.

SUMMARY

Long Beach Transit has requested renewal of the reimbursement agreements with the City for subsidy of the Fixed Route and for Dial-A-Lift services for Fiscal Year 2025-2026. These projects have been included as a part of the budget.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the reimbursement agreements with Long Beach Transit, for both Fixed Route bus services and Dial-A-Lift services. The proposed agreements have been reviewed and approved by the City Attorney as to form.



Aldo Cervantes
Director of Community Development



Thaddeus McCormack
City Manager

May 30, 2025

Mr. Thaddeus McCormack
City Manager
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Re: Amendment to Agreement of June 7, 1984 between Long Beach Transit and City of Lakewood

Dear Mr. McCormack:

This letter amends the terms of the above-referenced agreement between Long Beach Transit (LBT) and the City of Lakewood (City) for transportation services reimbursement (hereinafter "Agreement") as follows:

Page 2, Section 1. Term, shall be amended as follows:

This Agreement shall be in effect when executed by the parties and shall be for fiscal year 2025-2026, commencing July 1, 2025 and terminating June 30, 2026. This Agreement may be terminated by either party at any time, with or without cause, by giving thirty (30) days' prior written notice of such termination. Unless the parties otherwise agree in writing, this Agreement shall terminate on the effective date of the withdrawal of Proposition A funds to City.

Page 2, Section 2. Compensation, shall be amended as follows:

City agrees to compensate LBT for public transportation services within the City for a total not to exceed \$257,959 for fiscal year 2025-2026. If this Agreement is terminated prior to June 30, 2026, said amount shall be prorated to the date of termination.

The preceding amendments shall be incorporated as terms of the Agreement. All other terms of the Agreement remain in full force and effect.

LONG BEACH TRANSIT

CITY OF LAKEWOOD

Kenneth A. McDonald
President and CEO

Todd Rogers
Mayor

APPROVED AS TO FORM

APPROVED AS TO FORM

Vincent C. Ewing
General Counsel

City Attorney

Date

Date

LONG BEACH TRANSIT DIAL-A-LIFT SERVICES
REIMBURSEMENT AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND LONG BEACH TRANSIT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into on July 1, 2025, by and between the CITY OF LAKEWOOD, a Municipal Corporation, sometimes herein called the "City", and LONG BEACH TRANSIT, a California non-profit corporation, sometimes herein called "LBT".

WITNESSETH:

WHEREAS, LBT currently serves persons who are mobility impaired in the cities of Long Beach, Lakewood, Paramount and Signal Hill, with demand-response transit service, commonly referred to as Long Beach Transit Dial-A-Lift; and

WHEREAS, LBT executed a new five-year service agreement effective March 1, 2021-February 28, 2026 with Global Paratransit, Inc., a California corporation ("Contractor"), to provide the Dial-A-Lift service; and,

WHEREAS pursuant to that certain LBT agreement #20-030 hereto attached and herein referenced as Exhibit "A" for Dial-A-Lift Paratransit Services ("Service Agreement"); and

WHEREAS, the City Council of the City of Lakewood desires that LBT continue to provide Dial-A-Lift services to Lakewood residents in accordance with the conditions and terms hereinafter set forth; and

WHEREAS, LBT is willing to continue to provide Dial-A-Lift services to mobility impaired residents of the City of Lakewood in consideration thereof and in accordance with and subject to the terms and provisions of this Agreement;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term of Contract. This Agreement shall be effective when executed by the parties hereto and shall be for the fiscal year 2025-2026, commencing July 1, 2025, and terminating June 30, 2026. By resolution of the City Council and its written acceptance by LBT, this Agreement may be extended during any subsequent fiscal year. Notwithstanding the foregoing, the Agreement may be terminated by either party at any time, with or without cause, by giving thirty (30) days' prior written notice of such termination. Unless both parties otherwise agree in writing, Dial-A-Lift services to the residents of City shall be withdrawn upon the non-payment of funds to LBT.

2. Compensation. City agrees to compensate LBT for services rendered pursuant to this Agreement. Compensation shall be payable in four (4) installments. The rate of compensation for the fiscal year 2025-2026 (July 1, 2025 - June 30, 2026) shall be \$53.54 per passenger boarding. LBT shall be authorized to provide for fiscal year 2025-2026 a total of 2,199 Dial-A-Lift rides. If the contract ceiling is reached, the City shall have the option of authorizing additional service at the established rate per passenger, or of discontinuing the service provided by LBT. All invoices shall include ridership and cost data for the installment period. Installment periods shall be July 2025 through September 2025, October 2025 through December 2025, January 2026 through March 2026, April 2026 through June 2026. Installments shall be payable within thirty (30) days of invoicing by

LBT. In the event City fails to make payment in a timely fashion, LBT shall notify City. If payment is not received within five (5) days of notification, LBT shall have right to cease service without notice. In the event this Agreement should be terminated prior to June 30, 2026, said payment shall be prorated to the date of termination.

3. Dial-A-Lift Services. In consideration of the foregoing, LBT agrees to cause Contractor, pursuant to the Service Agreement, to provide, during the contract period, a level of service within the Lakewood area that is not less than the level of services provided during the previous fiscal year unless otherwise agreed to by both parties in writing. It is understood and agreed that the level of said services and rates are otherwise subject to the control and discretion of LBT and any regulatory agency under which LBT may exercise a certificate of Public Convenience and Necessity of Franchise or permit. LBT shall use reasonable efforts to enforce the terms of the Service Agreement to ensure that Contractor complies with the terms of this Agreement. Notwithstanding the foregoing, in no event shall LBT be responsible for the failure of Contractor to provide the Dial-A-Lift services and the sole remedy for such failure shall be the termination of this Agreement pursuant to Section 1. Any claim or liability arising as a result of any negligent act or omission of Contractor shall be handled in accordance with Section 6.

4. Eligibility. LBT shall determine the eligibility of Lakewood residents for Dial-A-Lift services and issue a Dial-A-Lift Membership Card to those certified as eligible. No resident of the City shall be eligible unless he or she is mobility impaired, as defined by the current LBT eligibility requirements.

5. Responsibility for Service. It is understood that this Agreement is for the sole purpose of reimbursing LBT for Dial-A-Lift services rendered to mobility impaired residents of Lakewood pursuant to the Service Agreement between LBT and Contractor. Contractor furnishes at its own expense all equipment and labor necessary to provide said service, level of performance and control thereof shall rest solely in Contractor, subject to the administration of the terms of the Service Agreement by LBT, and to those regulations now or hereafter to use the streets of City of Lakewood, it being further agreed and understood that whether or not LBT and/or Contractor has such a franchise or is required to have such a franchise is not the subject of this Agreement and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

6. Indemnity and Insurance. Pursuant to the Service Agreement, Contractor has agreed to (i) indemnify LBT and City against any and all claims arising as a result of the acts or omissions of Contractor arising out of the performance of the Dial-A-Lift services; and (ii) provide insurance coverage in connection with such services naming LBT and City as additional insureds. A summary of such provisions is attached hereto as Exhibit "B" ("Contractor Liability Provisions"). City acknowledges and agrees that it shall look solely to Contractor for the enforcement of such provisions and in no event shall LBT be liable for any claims or liability arising out of the performance of the Dial-A-Lift services by Contractor. In the event of any claim covered by the Contractor Liability Provisions, City shall give notice of such claim directly to Contractor with a copy to LBT.

7. Independent Contractor. It is distinctly understood that in the performance of this Agreement, LBT exercises control, except as limited by this Agreement, of the level and type of service and does such as an independent contractor and not as an agent of City. LBT agrees that it will not at any time hold itself in any manner as the agent or representative of City or any officer or employee thereof and that it does not have any authority to bind the City for any purposes during the term of this Agreement.

8. Assignment. LBT shall not assign, sublet or lease any part or portion of this Agreement to any party other than Contractor without the prior approval of City.

9. Notice. Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, addressed as follows:

City: City Clerk
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

LBT: Manager, Government Relations
Long Beach Transit, a Non-Profit Corporation
4801 Airport Plaza Dr.,
Long Beach, CA 90815

Contractor: Global Paratransit, Inc.
400 West Compton Blvd.
Gardena, CA 90248

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

LONG BEACH TRANSIT
a Non-Profit Corporation

CITY OF LAKEWOOD

By: _____
Kenneth A. McDonald
President and CEO

By: _____
Todd Rogers
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

Attest: _____
City Clerk

Vincent C. Ewing
General Counsel

APPROVED AS TO FORM

Date: _____

City Attorney

Date: _____

EXHIBIT A



AGREEMENT NO. 20-030

BETWEEN

LONG BEACH PUBLIC TRANSPORTATION COMPANY

AND

GLOBAL PARATRANSIT, INC.

THIS AGREEMENT is made and entered into this 10th day of December, 2020, by and between the **LONG BEACH TRANSIT** A California public corporation, with its principal office located at 1963 E. Anaheim St., Long Beach, CA 90813 ("LBT") (Hereinafter referred to as "Buyer"), and **GLOBAL PARATRANSIT, INC.** with its principal office located at 400 W Compton Blvd, Gardena, CA 90248 (Hereinafter referred to as "Seller")

WITNESSETH

WHEREAS, Buyer requires the services of Seller to provide Dial-A-Lift Paratransit Services;

WHEREAS, said work and/or material cannot be performed by the regular employees of Buyer;

WHEREAS, Seller has represented that it has the requisite personnel and experience, and is capable of providing such work and/or material; and

WHEREAS, Seller wishes to provide such work and/or material.

NOW, THEREFORE, it is mutually understood and agreed by Buyer and Seller as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, Exhibits, RFP Package Documents, and Proposal Documents constitutes the complete and exclusive statement of the terms and conditions of the agreement between Buyer

and Seller and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. Buyer's failure to insist in any one or more instances upon Seller's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such term(s) or condition(s) and Seller's obligation in respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon Buyer except when specifically confirmed in writing by an authorized representative of Buyer.

ARTICLE 2. BUYER DESIGNEE

The President and CEO of Buyer, or his designee, shall have the authority to act for Buyer as set forth in this Agreement and per the authorization granted by Buyer's Board of Directors.

ARTICLE 3. SCOPE OF WORK

Seller shall perform the work necessary to complete in a manner satisfactory to Buyer, the services set forth in the Scope of Work / Requirements specifications of RFP 20-030 and said RFP, Global Paratransit, Inc. proposal dated January 15, 2020, which is incorporated by this reference and made a part of this Agreement.

ARTICLE 4. TERMS INCORPORATED BY REFERENCE

The following Terms and Conditions are incorporated by reference:

1. Attachment A, General Terms & Conditions
2. Attachment C, Insurance Requirements
3. Attachment L- Drug Testing Requirements
4. Attachment LBT-14, Request for Change Order Process
5. Attachment K - FTA Terms and Conditions
6. Attachment H - SBE Participation Form

ARTICLE 5. TERM OF AGREEMENT

This Agreement shall commence upon execution by the parties and shall continue for five (5) years, and/or until the work and/or materials in the Scope of Work / Requirements have been delivered per the schedule in Seller's proposal, or as modified and agreed to in writing between Buyer and Seller.

ARTICLE 6. NOTICE TO PROCEED

The Notice to Proceed shall be issued within twenty (20) working days of the Agreement execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between Buyer and Seller.

ARTICLE 7. PAYMENT

For Seller's full and complete performance of its obligations under this Agreement, Buyer shall pay Seller the sum of six million, eight hundred eighty-four thousand, five hundred and eighty dollars and fifty-five cents (\$6,884,580.55), for a five year base Agreement.

This is a fixed priced contract based on the California CNG fuel rate, in the event of the CNG fuel rate rising more than 2% from the current California's OPIS rate, the Buyer will be obligated to pay for the price difference to the Seller. However, in the event of the CNG fuel rate decreasing more than 2% from the current California's OPIS rate, the Buyer will be obligated for a credit in that current month's billing.

Invoices shall be submitted by Seller to Buyer's Accounts Payable Office. Each invoice shall reference the Purchase Order number assigned for this specific project, and the amount of payment requested. Buyer shall remit payment within thirty (30) days of receipt and approval of each correct invoice.

ARTICLE 8. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, Buyer and Seller mutually agree that Buyer's maximum cumulative payment obligation hereunder (including obligation for Seller's profit) shall be six million, eight hundred eighty-four thousand, five hundred and eighty dollars and fifty-five cents (\$6,884,580.55), including all amounts payable to Seller for any subcontracts, leases, materials and costs arising from, or due to termination of this Agreement.

ARTICLE 9. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes, shall be by delivery in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Seller:

GLOBAL PARATRANSIT, INC.

400 West Compton Blvd

Gardena, CA 90241

Attention: Reza Nasrollahy

To Buyer:

LONG BEACH TRANSIT

1963 E. Anaheim Street

Long Beach, CA 90801

Attention: Lee Burner

CC: Vince C. Ewing

Majed Albokaei

ARTICLE 10. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents and reports produced under this Agreement shall be delivered to, and become upon payment in full for all services rendered, the property of, Buyer. Copies may be made for Seller's records. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by Buyer.

ARTICLE 11. CHANGE ORDERS

No changes may be made to the General Requirements, Technical Specifications or Scope of Work without written authorization from the Buyer. Any requests for changes from Seller must be made using Buyer's Request For Change Order ("RFCO") process identified as "Purchase Order Attachment LBT-14, Request for Change Order Process". The RFCO process consists of completing a request form, identifying any impact to cost or schedule, and obtaining written approval of Buyer. Complete instructions are attached to the form. Approved RFCO's will result in a revision to the Purchase Order.

SIGNATURES ON NEXT PAGE

This Agreement shall be made effective upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 20-030 to be executed on the date first written above.

LONG BEACH TRANSIT

By Ken McDonald
Kenneth A. McDonald
President and CEO

Date 12/28/2020

GLOBAL PARATRANSIT, INC.

By Reza Nasrollahy
Reza Nasrollahy
President and CEO

Date Dec 21 - 2020

APPROVED AS TO FORM

By Vince Ewing
Vincent C. Ewing
General Counsel

Date 12/28/2020



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NOVA INSURANCE SERVICES 15643 Sherman Way Ste 460 Van Nuys, CA 91406	CONTACT NAME: Jesse Attias PHONE (A/C, No, Ext): 818-882-2222 FAX (A/C, No): 818-882-2252 E-MAIL ADDRESS: lesvia@novains.net
INSURED GLOBAL PARATRANSIT, INC 400 W Compton Blvd Gardena, CA 90248	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Insurance Company NAIC # 16543 INSURER B: General Star Indemnity Co 37362 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BRPCLLTCA011200_080453_04	03/07/25	03/07/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			IXG671527D	03/07/25	03/07/26	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOC 400 W Compton Blvd Gardena, CA 90248
*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM.
**CERTIFICATE IS SUBJECT TO POLICY LIMITS, CONDITIONS AND EXCLUSIONS.
***Long Beach Public Transit, the Cities of Long Beach, Lakewood, Signal Hill, and their Board of Directors, Officers, employees, assigns, agents, and successors, in interest (collectively LBT) are named as Additional Insured as respects to Business Auto in regard to the operations of the Named Insured.

CERTIFICATE HOLDER Long Beach Public Transit, the Cities of Long Beach, Lakewood and Signal Hill P.O. Box 731 Long Beach, CA 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Approval of Agreement Amendment with Los Angeles County for Community Prosecutor Program

INTRODUCTION

The Los Angeles County, Office of the District Attorney, administers the Community Prosecutor Program designed to provide proactive approaches to address quality of life and nuisance issues in communities through the services a dedicated Deputy District Attorney.

STATEMENT OF FACTS

In August 2022, Lakewood joined the City of Paramount in sharing the cost of a Deputy District Attorney through the Community Prosecutor Program. Through this partnership, each city pays for 50% of the cost for a Deputy District Attorney.

The Community Prosecutor Program provides an added layer of public safety service by bringing specialized prosecutorial services and legal expertise into the city's public safety team. The Deputy District Attorney works closely with the city's public safety and code enforcement staff, Special Assignment Team Deputies and Detectives, school administrators and other partner agencies.

The Deputy District Attorney has been successful in advocating for strong prosecutions in criminal cases, particularly those involving repeat offenders, obtaining court orders to enhance public safety, worked with property and business owners to abate nuisance activity and providing critical support to our Special Assignment Team Deputies and city staff.

The agreement amendment amends two provisions of the current agreement. First, extending the term one additional year from July 1, 2025 through June 30, 2026. Second, the not to exceed amount is amended to \$245,109 to reflect the city's share of the program for FY 2025-26.

RECOMMENDATION

Staff recommends the City Council approve an agreement amendment with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program, and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

Joshua Yordt
Director of Public Safety

Thaddeus McCormack
City Manager

**AMENDMENT NO.3
TO
AGREEMENT
BY AND BETWEEN
THE CITY OF LAKEWOOD AND THE COUNTY OF LOS ANGELES
FOR
COMMUNITY PROSECUTOR PROGRAM**

This Amendment Number Three is made by and between the City of Lakewood (hereinafter "City"), and the County of Los Angeles (hereinafter "County"), collectively referred to as the Parties.

RECITALS

WHEREAS, on October 4, 2022, the County Board of Supervisors authorized the Los Angeles District Attorney's Office ("LADA") to enter the County into an agreement with the City for the Community Prosecutor Program;

WHEREAS, under California Government Code Section 26500.5, the LADA may sponsor, supervise, or participate in any project or program to improve the administration of justice;

WHEREAS, on November 28, 2022, the City and County executed an agreement for the Community Prosecutor Program ("Agreement");

WHEREAS, on October 23, 2023, the City and County executed Amendment No.1 to the Agreement to 1) update Section 2.0 to exercise the first one (1) year extension from July 1, 2023, through June 30, 2024; 2) update Section 3.0 to reflect the status from one full-time Deputy District Attorney (DDA) to one part-time DDA; 3) update Section 4.0 to reflect the contract amount on Exhibit A-1; and 4) add Section 15.0 COUNTERPARTS to the Agreement;

WHEREAS, on August 1, 2024, the City and County executed Amendment No.2 to the Agreement to 1) update Section 2.0 to exercise the second one (1) year extension from July 1, 2024, through June 30, 2025; and 2) update Section 4.0 to reflect the contract amount on Exhibit A-2; and

WHEREAS, the City and County mutually agree that it is in their mutual benefit to extend the term of the Agreement for the third one (1) year extension from July 1, 2025, through June 30, 2026. The payment terms are updated, and Exhibit A-3 shall be added as a part of this amendment.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the Parties that the Agreement shall be amended as follows:

AMENDMENT NO.3
THE CITY OF LAKEWOOD AND THE COUNTY OF LOS ANGELES
COMMUNITY PROSECUTOR PROGRAM

1. Section 2.0 TERM OF THE AGREEMENT is deleted in its entirety, amended from Amendment No.2, and replaced in its entirety:

The term of this Agreement shall commence on the effective date of the execution of the last signatory and continue through June 30, 2026.

2. Section 4.0 PAYMENT TERMS is deleted in its entirety and replaced as follows:

The annual cost payable by City to County will not exceed \$205,109 for the period covering July 1, 2025, through June 30, 2026, and will be the total monetary amount for providing one part-time DDA for the services rendered in 3.0 through 3.4, of this Agreement for the implementation of the Community Prosecutor Program per Exhibit A-3 Budget which is attached and incorporated by reference. The total contract amount for the term of the Agreement shall be \$621,157.

The annual cost for the period covering July 1, 2025, through June 30, 2026, shall be limited to the salary, employee benefits, indirect costs, and State Bar dues of the assigned DDA, including any increases approved by the County for DDA Staff. Annual contributions in each subsequent year will be limited to an amount mutually acceptable to both Parties.

3. Exhibit A-3 Budget shall be added to the Agreement, attached hereto, and incorporated herein by reference. All references to Exhibit A-3 Budget of the Agreement shall hereafter include Exhibit A-3 Budget.

Except as provided in Amendment No.3, all other provisions, terms, and conditions to the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the below Parties hereto have executed this Amendment No.3 as of the date of the execution of the last signatory set forth below.

TODD ROGERS, Mayor
City of Lakewood

NATHAN J. HOCHMAN, District Attorney
County of Los Angeles

Date

Date

CITY OF LAKEWOOD COMMUNITY PROSECUTOR PROGRAM

JULY 1, 2025 THROUGH JUNE 30, 2026

ESTIMATED BUDGET CATEGORY AND LINE ITEM DETAIL						COST
<u>Employee Salaries</u>						
1 Deputy District Attorney IV	3	x	50%	x	19,267.82 =	28,902
	9	x	50%	x	19,896.10 =	89,532
					Total Salary	118,434
					Net County Cost for LADA	0
						118,434
						\$ 118,434
<u>Employee Benefits</u>						
1 Deputy District Attorney IV		x	67.952%	x	118,434 =	80,478
					Net County Cost for LADA	0
						80,478
						\$ 80,478
TOTAL SALARIES AND EMPLOYEE BENEFITS						\$ 198,912
<u>* Branch & Area Ops. Indirect Costs</u>						
1 Deputy District Attorney IV		x	68.517%	x	118,434 =	81,147
					Net County Cost for LADA	(75,226)
						5,921
						\$ 5,921
<u>** California State Bar Dues</u>						
1 Deputy District Attorney IV	1	x	50%	x	551 =	276
					Net County Cost for LADA	0
						276
						\$ 276
TOTAL INDIRECT COSTS AND OTHERS						\$ 6,197
TOTAL PROGRAM COST						280,335
NET COUNTY COST FOR LADA						(75,226)
NET PROGRAM COST						205,109
Note:						
* Based on FY 2024-25 Auditor-Controller approved rates and are subject to change.						
** As of February 20, 2025, State Bar Dues are \$551/year.						
NET PROGRAM COST						\$ 205,109

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Transportation Planning and Engineering Services Agreement with LSA Associates, Incorporated

INTRODUCTION

LSA has assisted the City with transportation planning and engineering related services for several years. In 2002, the City and LSA entered into an Agreement for LSA to provide engineering support services to the City. LSA is available to provide transportation planning and engineering for large and small projects when requested by the city on an as needed basis.

STATEMENT OF FACT


The City is in need of the part-time services of a contract transportation planning and engineering firm and LSA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. When LSA is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services Agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds.


For smaller projects or studies where fees are less than \$50,000, LSA provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for LSA's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with LSA needs to be revised to incorporate the latest rate schedule.

RECOMMENDATION

That the City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for transportation planning and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

COMPENSATION REVISION FOR
TRANSPORTATION PLANNING AND ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
LSA ASSOCIATES, INC.

Per Section 4 of the Agreement dated July 1, 2002, the undersigned agree to extend the agreement for transportation planning and engineering services dated the 1st day of July 2002 under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as amended and as further amended as follows:

1. Revise second paragraph, Section 2 SCOPE OF SERVICES to read "Upon specific and separate authorization by the City, the ENGINEER agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."
2. Revise Section 3 COMPENSATION FOR SERVICES to read "The CITY agrees to pay ENGINEER for all services rendered under the Scope of Services. For and in consideration of the services performed by ENGINEER and when approved by the City, the City agrees to pay to ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect."

The Agreement of July 1, 2002, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

ENGINEER

CITY OF LAKEWOOD

Owner

Mayor

Approved as to form:

ATTEST:

City Attorney

City Clerk

HOURLY BILLING RATES EFFECTIVE DECEMBER 2024

Job Classification						Hourly Rate Range ^{1,2}
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	\$245–\$315
Associate	Associate	Associate	Associate	Associate	Associate	\$170–\$260
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Archaeologist/Architectural Historian/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$110–\$240
Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Field Archaeologist/Paleontologist	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$95–\$175
Office Services						
Marketing						\$0–\$185
Office Assistant						\$110–\$145
Project Accountant						\$110–\$135
Document Management/Technical Editing/Graphics						\$115–\$160

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$25.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	GPS Unit	\$75.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

¹ Direct costs shall be reimbursed at cost plus 10 percent.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Agreement with Macerich Lakewood LP for Law Enforcement Services at Lakewood Center Mall

INTRODUCTION

The City of Lakewood contracts with the Los Angeles County Sheriff's Department for deputies assigned to Lakewood Center Mall. Cost of the deputies is shared with the managing agent, Macerich Lakewood LP (Macerich).

STATEMENT OF FACTS

The City contracts with the Los Angeles County Sheriff's Department for two 40-hour relief deputies who are assigned to Lakewood Center Mall. The cost per deputy for FY 2025-2026 is estimated to be \$435,105, inclusive of the 13% Liability Trust Fund surcharge. The Agreement with Macerich provides that Macerich will fund the cost of one deputy and reimburse the City approximately \$36,259 per month for 12 months beginning July 1, 2025.

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Macerich Lakewood LP for funding one deputy sheriff from July 1, 2025 through June 30, 2026, and authorize the Mayor to sign the agreement approved as to form by the City Attorney.

Joshua Yordt
Director of Public Safety

Thaddeus McCormack
City Manager

LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as this "Agreement"), is made as of June _____, 2025, by and between **Macerich Lakewood LP**, a Delaware limited partnership (referred to herein as "Manager"), and the **City of Lakewood**, a municipal corporation (referred to herein as "City"), based upon the following facts and circumstances:

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 500 Lakewood Center Mall, Lakewood, CA 90712 and commonly known as Lakewood Center (referred to herein as the "Center"); and,

B. City contracts with the Los Angeles County Sheriff's Department ("LASD") for law enforcement services within City's territorial jurisdiction; and,

C. Manager desires to continue with the long-standing practice of collaborating with City to obtain the services of LASD deputies to perform Law Enforcement Services (as defined below) at the Center, as set forth in this Agreement.

In consideration of the fees to be paid by Manager to City and the covenants to be performed by each of the parties hereunder, Manager and City do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. Law Enforcement Services. Subject to the terms and conditions set forth in this Agreement, City hereby agrees to cause the LASD to provide Manager with uniformed LASD deputies ("Deputies") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which may be modified by the parties from time to time to meet the specific needs of the Center. Deputies working at the Center are subject to the LASD's policies and procedures and, as such, are required to observe the LASD's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by the LASD to the general public. Discipline for Deputies will be initiated by the LASD only and Manager shall have no liability with respect to any disciplinary action taken against any Deputy. It is understood by the parties that the LASD and its Deputies do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.

2. Term. The term ("Term") of this Agreement shall commence on July 1, 2025 and shall expire on June 30, 2026, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice. City may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Deputies, or due to emergencies.

Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and any other expenses relating to each such employee of the LASD.

f. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

g. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

Manager

MACERICH LAKEWOOD LP,
a Delaware limited partnership

By: Macerich Lakewood GP LLC,
a Delaware limited liability company
its general partner

City

CITY OF LAKEWOOD,
a municipal corporation

By: _____

By: _____

Name: _____

Name: Todd Rogers

Title: _____

Title: Mayor

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Agreement with Macerich Lakewood LP for Supplemental Law Enforcement Services at Lakewood Center Mall

INTRODUCTION

For many years, Lakewood has maintained an agreement with Macerich Lakewood LP (Macerich), owner and operator of Lakewood Center mall, to provide for deputy sheriff personnel to perform dedicated law enforcement services at the mall, known as the Mall Deputy program. Cost of the deputies is shared equally with Macerich.

STATEMENT OF FACTS

In an effort to enhance public safety and add another layer of public safety services at Lakewood Center, a Mall Public Safety Officer (PSO) program, modeled after the Mall Deputy program, was implemented last year. The Mall PSO provides additional highly visible uniformed patrols by vehicle throughout the mall property and on foot within the main mall and outlying businesses. PSOs perform the same duties as are normally performed throughout the city to include response to calls for service regarding crime and non-crime reports, community engagement with businesses and patrons, parking enforcement, and assist and coordinate with Sheriff's personnel and contracted mall security. Macerich reimburses the City for 50% of the cost of actual hours worked by PSOs assigned to the program.

Mall management has indicated the program has been successful to provide an additional layer of public safety and security at the mall during times of high traffic volume and is desirous to continue the program for another year.

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Macerich Lakewood LP for Supplemental Law Enforcement Services through the Public Safety Department commencing July 1, 2025 through June 30, 2026, and authorize the Mayor to sign the agreement approved as to form by the City Attorney.

Joshua Yordt
Director of Public Safety

Thaddeus McCormack
City Manager

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

This Supplemental Law Enforcement Services Agreement (referred to herein as this "Agreement"), is made as of July 1, 2025, by and between **Macerich Lakewood LP**, a Delaware limited partnership (referred to herein as "Manager"), and the **City of Lakewood**, a municipal corporation (referred to herein as "City"), based upon the following facts and circumstances:

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 500 Lakewood Center Mall, Lakewood, CA 90712 and commonly known as Lakewood Center (referred to herein as the "Center"); and,

B. City employs Public Safety Officers to perform supplemental law enforcement services within City's territorial jurisdiction; and,

C. Manager desires to enhance existing security and law enforcement services by collaborating with City to obtain the services of Public Safety Officers to perform Supplemental Law Enforcement Services (as defined below) at the Center, as set forth in this Agreement.

In consideration of the fees to be paid by Manager to City and the covenants to be performed by each of the parties hereunder, Manager and City do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. Supplemental Law Enforcement Services. Subject to the terms and conditions set forth in this Agreement, City hereby agrees to provide Manager with uniformed Public Safety Officers (PSO) to perform supplemental law enforcement functions at the Center (referred to herein as the "Supplemental Law Enforcement Services") at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which may be modified by the parties from time to time to meet the specific needs of the Center. PSO working at the Center are subject to the City's policies and procedures and, as such, are required to observe the City's standards of conduct and uniform and shall not be required to perform tasks that are outside the normal and routine services provided by PSO to the general public. Discipline for PSO will be initiated by the City only and Manager shall have no liability with respect to any disciplinary action taken against any PSO. It is understood by the parties that the City and its PSO do not owe a greater level of supplemental law enforcement services or protection under this Agreement than is owed to the public generally.

2. Term. The term ("Term") of this Agreement shall commence on effective date above and shall expire on June 30, 2026, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice. City may, at its discretion, cancel any or all Supplemental Law Enforcement Services at any time due to unavailability of PSO, or due to emergencies.

responsibility for paying the salaries, statutory benefits (including Worker's Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and any other expenses relating to each such employee of the City.

f. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

g. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

Manager

MACERICH LAKEWOOD LP,
a Delaware limited partnership

By: Macerich Lakewood GP LLC,
a Delaware limited liability company
its general partner

City

CITY OF LAKEWOOD,
a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: Todd Rogers

Title: Mayor

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Fourth Amendment to Professional Services Agreement (PSA) for SCADA System Maintenance

INTRODUCTION

On June 14, 2022, the City Council approved a Third Amendment for a Professional Services Agreement (PSA) for SCADA System Maintenance with Macro Automatics Corporation (MAC). The agreement with MAC is scheduled to end on June 30, 2025; therefore, staff recommends extending the agreement to June 30, 2027 per the stated renewal terms of the original agreement.

STATEMENT OF FACT

The City of Lakewood's Department of Water Resources has identified a few projects that are integral to the maintenance of the DWR system and would require MAC's expertise, specifically in the support and maintenance of our SCADA system. The scope of work for the next Fiscal Year is the routine identification and repair of any failures in PLC and control panel equipment, field instruments, central computer system, and communications equipment.

Staff recommends extending the existing agreement to June 30, 2027 for an amount not to exceed \$60,000.00 for FY 2025-2026 and \$60,000.00 for FY 2026-2027.

FISCAL IMPACT

Funds are proposed in Operating Account 75008200-51000 Contractual Services in the Department of Water Resource's proposed budget for FY 2025-2026 and FY 2026-2027.

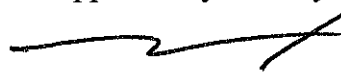
RECOMMENDATION

Staff recommends that the City Council:

1. Approve Fourth Amendment to Professional Services Agreement with Macro Automatics Corporation for a not-to-exceed amount of \$60,000.00 for FY 2025-2026 and \$60,000.00 for FY 2026-2027.
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR
SCADA SYSTEM MAINTENANCE**

THIS FOURTH AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and MACRO AUTOMATICS CORPORATION, sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, on June 11, 2024, the CITY approved third Amendment to an Agreement entitled "THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR SCADA SYSTEM MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027,

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. The City agrees to pay to SERVICE PROVIDER a sum not to exceed \$60,000 for FY 2025-2026 and \$60,000 for FY 2026-2027.

All of the terms and conditions of the AGREEMENT not modified by this Fourth Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
Macro Automatics Corporation

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Vendor Agreement with Meals on Wheels of Long Beach

INTRODUCTION

Meals on Wheels of Long Beach (MOW) began service to elderly and homebound residents of Lakewood in 2022. Their work allows older individuals the opportunity to age in place by providing affordable, daily meals delivered directly to the client's home with the help of community volunteers and an administrative staff team.


STATEMENT OF FACT

MOW provides services which provide a home delivery of nutritional meals to elderly, handicapped and convalescing individuals, thereby reducing or eliminating the need for premature or prolonged institutionalization. MOW has consistently met the city's standards for a quality home delivery program and has been a responsible tenant and good partner in the community. MOW operates at the Burns Community Center and serves dozens of clients in Lakewood through their efforts. The attached agreement looks to extend the partnership for a term of two years, beginning July 1, 2025 and terminating June 30, 2027.

RECOMMENDATION

Staff recommends that the City Council approve the Vendor Agreement with Meals on Wheels of Long Beach to conduct their home meal delivery program from the Burns Community Center for the period of July 1, 2025 to June 30, 2027.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
VENDOR AGREEMENT
WITH
MEALS ON WHEELS OF LONG BEACH**

This Amendment hereinafter referred to as "AMENDMENT," made and entered into as of the 1st day of July, 2025, by and between the City of Lakewood, a municipal corporation, hereinafter referred to as "CITY," and Meals on Wheels of Long Beach, hereinafter referred to as "VENDOR," amends that certain "Vendor Agreement with Meals on Wheels of Long Beach" (the "AGREEMENT").

The AGREEMENT is hereby amended as follows:

- A. TERM. The term of this AMENDMENT shall commence on July 1, 2025, and terminate on June 30, 2027, subject to extension upon mutually written agreement of the parties.

In all other respects, the AGREEMENT shall remain in full force and effect.

NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY:	Director of Recreation and Community Services City of Lakewood 5050 Clark Avenue Lakewood, CA 90712
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To CONTRACTOR:	Meals on Wheels of Long Beach P.O. Box 15688 Long Beach, CA 90815
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day and year first above written.

CITY OF LAKEWOOD

CITY MANAGER

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MEALS ON WHEELS OF LONG BEACH

By _____

Title

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and Members of the Council

SUBJECT: Professional Service Agreement with Michael Raneses Administrative Hearings

STATEMENT OF FACT

As per Lakewood Municipal Code Section 4900, the City is mandated to offer an administrative hearing to any cited party that wishes to contest it. The cited party has 15-days to appeal the citation and an administrative hearing is to take place within 60-days from the appeal. After the appeal is heard, the hearing officer renders a written determination on the evidence as present by the appellant and city staff. The estimated annual cost for these services is expected to remain under \$10,500, covering approximately 40 administrative hearings.


Michael Raneses Administrative Hearings provides professional hearing officer services tailored to meet the City's administrative enforcement needs. With a strong background in conducting impartial and legally sound hearings, Mr. Raneses ensures due process for all parties involved in matters such as municipal code violations, administrative citations, and appeals. In addition to serving us, he also provides hearing officer services for the cities of Costa Mesa, Rossmoor, and Santa Ana.

RECOMMENDATION

Staff recommends that the City Council approve the professional service agreement with Michael Raneses for administrative hearing officer services.



Aldo Cervantes
Director of Community Development



Thaddeus McCormack
City Manager

AGREEMENT FOR HEARING OFFICER SERVICES

THIS AGREEMENT is made and entered into this 1st day of July 2025 by and between the City of Lakewood, a Municipal Corporation, hereinafter referred to as the "City," and Michael Ranese Administrative Hearings, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City desires assistance to provide its citizens with impartial and fair administrative hearing officer services; and

WHEREAS, the Consultant has substantial expertise in dealing with all facets of administrative hearing officer and arbitration services; and

WHEREAS, the Consultant desires to implement, operate, and provide administrative hearing officer services as described in Exhibit A of this Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. **DEFINITIONS.** As used in this agreement, the following definitions shall be applicable:

- a. Consultant. Consultant shall mean Michael Ranese Administrative Hearings, 340 East First Street #3124, Tustin, California 92781.
- b. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California 90712.
- c. Services. Services shall mean administrative hearing officer services to be performed by the Consultant according to this agreement.

2. **SCOPE OF SERVICES.** The Consultant agrees to provide the services and perform the tasks outlined in the Scope of Services, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Services may be amended occasionally through a written directive from the City.

3. **TERM OF AGREEMENT.** This Agreement will become effective on July 1, 2025, and will remain in effect for a period of one year from June 30, 2026, unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

4. **COMPENSATION.** Provided the Consultant submits invoices in accordance with the requirements of this paragraph, the City shall pay the Consultant one hundred thirty dollars (\$130.00) per hour, subject to a cap maximum fee amount per assignment of 2.5 hours (\$325.00), unless an exception to this cap is approved in advance in writing by the City. Subject to that cap, the City shall compensate the Consultant for time spent preparing for presiding at or issuing a decision in an administrative hearing as set forth above. The City shall also reimburse the Consultant for mileage for attending an in-person administrative hearing. The Consultant shall be responsible for any additional expense incurred. Consultant shall submit an invoice within thirty (30) days of issuance of a decision. Each hearing shall have its own invoice. The invoice shall include the date of work performed, the address of the property at issue and the names of the parties

involved in the matter, a brief description of the work performed, the amount of time spent on each task and cost incurred, and a total of the amount being charged for the hearing.

5. QUALIFICATIONS AND PROFESSIONAL STANDARDS. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. CONFIDENTIALITY. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

7. CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

8. INTEREST OF CITY REPRESENTATIVE. No member of City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she directly or indirectly is interested; nor shall any member, officer, agent, or employee of City or City have any interest directly or indirectly in this Agreement or the proceeds thereof.

9. INDEPENDENT CONTRACTOR. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant has the right to perform services for others during the term of this Agreement. Consultant is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City provides its employees. Consultant is not the City's agent, and shall have no authority to bind the City to any obligation whatsoever. In the event of termination of this Agreement, Consultant expressly agrees that they shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees of the City of Lakewood.

10. INSURANCE. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
2. Name and list as additional insured the City, its officers and employees.
3. Specify its acts as primary insurance.
4. Cover the operations of the Consultant pursuant to the terms of this Agreement

11. LIABILITY AND INDEMNIFICATION. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

12. RECORDS. The City shall retain all records related to administrative hearings under this Agreement, including the record of hearing, and all photographs and demonstrative and documentary evidence introduced at the time of the hearing, for a period of five (5) years from the date that Consultant issues a written decision in the matter. The City's records shall be available for Consultant's review upon written request.

Consultant shall retain records, notes, decisions, and other documents related to a proceeding for a period of five (5) years after the date that Contractor issues a written decision in the matter.

To Contractor: Michael Raneses Administrative Hearings
c/o Michael Raneses
340 East First Street #3124
Tustin, California 92781

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

CITY OF LAKEWOOD

THADDEUS MCCORMACK, City Manager

APPROVED AS TO FORM

STEVE SKOLNIK, City Attorney

ATTEST:

JO MAYBERRY, City Clerk

HEARING OFFICER SERVICES CONSULTANT

MICHAEL RANESES, Hearing Officer

EXHIBIT A

SCOPE OF SERVICE

Hearing Officer Services

- A. Provide administrative hearing officer services to consider appeals authorized under Lakewood Municipal Code Sections 4900.
- B. Collaborate with staff to schedule hearings within sixty (60) days of the appeal, as the number of hearings will vary depending on the number of citations issued and appealed.
- C. Inform City staff of any conflicts of interest with any or all parties involved in the hearing.
- D. Prepare for hearings, which could include, but are not limited to, reviewing case documents, reading the file materials, and knowledge of relevant City ordinances and State and Federal laws. All preparation for hearings may be limited to one hour of review.
- E. Conduct hearings onsite, cloud-based video conferencing, teleconference, or any other format prescribed by the Community Development Director.
- F. Provide administrative hearings over the appeal, listen to testimony, and consider evidence from all parties.
- G. Prepare a written determination that sets the basis for the decision within seven (7) days after the hearing. The Hearing Officer prepares the decision in a format prescribed by the City.
- H. To maintain best practices, the hearing officer is requested to recommend modifications to the City's guidelines and code when appropriate.
- I. Attend court appearances, provide expert witness testimony, and conduct legal research at the request of the City.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for

workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver

of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Extension of Engineering and Traffic Survey Services Agreement with Newport Traffic Studies

INTRODUCTION

Newport Traffic Studies (NTS) has assisted the City with traffic-related services over the past several years. These services include conducting traffic counts for the Traffic Census Report, radar studies that must be filed with the Court for enforcement of speed limit violations, and various other traffic engineering services as requested by the City on an as needed basis. In 2000, the City and NTS entered into an Agreement for NTS to provide engineering support services to the City.

STATEMENT OF FACT


The City is in need of the part-time services of a contract engineering and traffic survey firm and NTS has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. When NTS is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services Agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds.

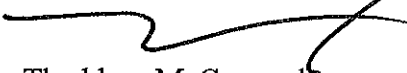
For smaller projects or studies where fees are less than \$50,000, NTS provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for NTS's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with NTS needs to be revised to incorporate term renewal.

RECOMMENDATION

That the City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2026, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENGINEERING AND TRAFFIC SURVEY SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
NEWPORT TRAFFIC STUDIES

Per Section 10 of the Agreement dated November 14, 2000, the undersigned agree to extend the agreement for engineering and traffic survey services dated the 14th day of November 2000 under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as amended and as further amended as follows:

1. Revise second paragraph, Section 2 SCOPE OF SERVICES to read "Upon specific and separate authorization by the City, the ENGINEER agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."
2. Revise Section 3 COMPENSATION FOR SERVICES to read "The CITY agrees to pay ENGINEER for all services rendered under the Scope of Services. For and in consideration of the services performed by ENGINEER and when approved by the City, the City agrees to pay to ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect."

The Agreement of November 14, 2000, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

ENGINEER

CITY OF LAKEWOOD

Owner

Mayor

Approved as to form:

ATTEST:

City Attorney

City Clerk

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment for Environmental Consulting Services with Nicholls Consulting

INTRODUCTION

The City has utilized solid waste consultant services for over a decade. The services under the proposed agreement include assisting the City in complying with mandated solid waste and environmental-related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. Nicholls Consulting has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates established by the State.


STATEMENT OF FACT

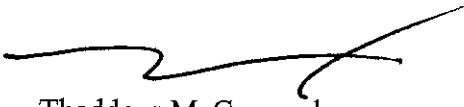
The City needs on-call services from an environmental services consulting firm. Nicholls Consulting has the experience to perform all aspects of the scope of work outlined in their existing agreement. The work is performed on a time-and-material basis, under Nicholls Consulting's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with Nicholls Consulting and provide written authorization to proceed.

When Nicholls Consulting is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they provide a detailed, written proposal. Staff requests the City Council to authorize that proposal under this Professional Services Agreement. For smaller projects or studies where fees are less than \$50,000, Nicholls Consulting provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the solid waste operating budget or with Beverage Container Recycling or Used Oil Recycling grant funds.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the environmental services agreement with Nicholls Consulting for a period ending June 30, 2026 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENVIRONMENTAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
NICHOLLS CONSULTING

Per Section 5 of the Agreement dated July 21, 2016, the undersigned agrees to extend the agreement for environmental services under the same terms and conditions for one year commencing July 1, 2025, and ending June 30, 2026, except as amended and as further amended as follows:

Revise Section 1, Scope of Services, to read "SERVICE PROVIDER agrees to provide to CITY at its own cost and expense when requested by CITY those services set forth on Exhibit A attached hereto and made a part hereof. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."

Revise Section 2 Compensation for Services to read "The CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. For and in consideration of the services performed by SERVICE PROVIDER and when approved by the City, the City agrees to pay to SERVICE PROVIDER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. Payments on approved invoices shall be made within thirty (30) days of receipt and approval of said invoice by the Director of Public Works. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect."

The Agreement of July 21, 2016, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

NICHOLLS CONSULTING

Approved as to form:

City Attorney

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk



P.O. BOX 10335
Torrance, CA 90505

CITY OF LAKEWOOD FEE SCHEDULE
(Effective July 1, 2025 through June 30, 2026)

PROFESSIONAL SERVICES RATE SHEET

Staff	Rate/Hour
Principal.....	\$105.00
Professional Staff.....	\$80.00
Administrative/Clerical.....	\$60.00

General Terms

1. Scheduled rates are effective through June 30, 2026. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, overtime, holidays, and profit.
3. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence are billed at actual cost plus a five percent administrative fee.
4. Copies and printing (over 15 pages) will be billed at \$0.20 per page.
5. Outside printing services will be billed at actual cost, plus a five percent administrative fee.
6. Mileage is charged at the stated Federal rate, which may adjust every calendar year. In CY2025, the rate is \$0.70/mile.
7. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
8. Payment of Nicholls Consulting, Inc. invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by Nicholls Consulting, Inc. in collecting any amounts past due and owing on client's accounts.
9. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Third Amendment to Professional Services Agreement (PSA) for Maintenance of Stormwater Capture Facilities

INTRODUCTION

On June 11, 2024, the City Council approved the second amendment to an agreement with O.C. Vacuum Environmental Services for the Maintenance of the Bolivar Park Stormwater Capture Facility. The Bolivar Park Stormwater Capture Facility has been in operation since May 2018. The Mayfair Park Stormwater Capture Facility has also been in operation since October 2024. Both facilities require cleaning and debris removal at the inlets located in the storm channels as well as the underground facilities and OC Vacuum provides this specialized service.

STATEMENT OF FACT

The Bolivar Park Stormwater Capture Facility has been in operation for over six years, and has collected and diverted over 232 million gallons of both wet and dry weather flows. With the capture of wet and dry weather flow comes the need for routine inspection and maintenance, clearing of underground storage basins, inspection and maintenance of the pump station, and the cleaning out of the Nutrient Separating Baffle Box (NSBB). O.C. Vacuum has been the City's sole provider of these services and has provided the City with timely and efficient service.

O.C. Vacuum has provided expedient, professional and satisfactory service to the City. They are familiar with the work involved and have been very responsive to the City's needs throughout their contract. As such, staff recommends extending the existing Professional Services Agreement with O.C. Vacuum Environmental Services for the cleaning and maintenance of Bolivar Park and Mayfair Park Stormwater Capture Facilities until June 30, 2027 in an amount not-to-exceed \$80,000.00 for FY 2025-2026 and \$80,000.00 for FY 2026-2027.


FISCAL IMPACT

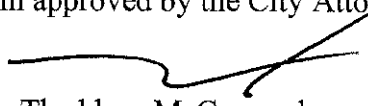
Regional Measure W Funds will be used for these services for FY 2025-2026 and FY 2026-2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve third amendment to the agreement with O.C. Vacuum Environmental Services for a not-to-exceed amount of \$80,000.00 for FY 2025-2026 and \$80,000.00 for FY 2026-2027.
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.


Derek Nguyen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and O.C. VACUUM ENVIRONMENTAL SERVICES., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 11, 2024, the CITY and SERVICE PROVIDER entered into an Agreement entitled "SECOND AMENDEMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY."; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

PAYMENT. The City agrees to pay SERVICE PROVIDER for Services satisfactorily performed in an amount not to exceed \$80,000.00 for FY 2025-2026 and \$80,000.00 for FY 2026-2027.

All of the terms and conditions of the AGREEMENT not modified by this Third Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
O.C Vacuum Environmental Services

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement for On-Call Hazardous Waste Removal Services with Ocean Blue Environmental Services, Inc.

INTRODUCTION

Ocean Blue Environmental Services, Inc. has been our on-call service provider to provide hazardous waste removal services for the City of Lakewood. Staff recommends their agreement be renewed.


STATEMENT OF FACT


The City relies on hazardous waste removal services to pick up hazardous materials from our City Yards and clean up emergency hazardous waste spills and homeless encampments. Ocean Blue Environmental Services, Inc. has the required skills to provide such services. Due to the unforeseen circumstance of hazardous waste emergencies and the importance of providing hazardous waste clean-up in a timely fashion, staff recommends renewing the contract service provider agreement with Ocean Blue.

RECOMMENDATION

Staff recommends that the City Council:

Renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2026, in an amount not to exceed \$135,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
HAZARDOUS WASTE REMOVAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

The Agreement dated December 13, 2016 is hereby amended as follows:

Revise Section 5 Term to read "the undersigned agree to extend the Agreement for hazardous waste removal services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2025, and ending June 30, 2026."

The Agreement of December 13, 2016, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

OCEAN BLUE ENVIRONMENTAL SERVICES, MAYOR
INC.

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Third Amendment to Professional Services Agreement (PSA) for On-Call Electrical Services

INTRODUCTION

From time to time, certain electrical issues outside the scope of City personnel expertise and /or equipment arise within the Department of Water Resources' daily operations. An on-call agreement for these types of electrical needs would minimize operational downtime and ensure that City resources are repaired in a timely manner.

STATEMENT OF FACT

The Department of Water Resources has been using Oscar Electric as their on-call electrical contractor since 2014. In these past 10+ years, Oscar Electric has performed service on pump motors, control panels, variable frequency drives (VFDs), installed various power monitors, and has more recently worked on rewiring a few of the valves on the DWR Arsenic Treatment system. As part of normal operations, electrical issues are encountered throughout the year to integral pieces of equipment that require a swift response by an electrical contractor that has the requisite skill, experience, and equipment to complete the job.

On June 11, 2024, the City approved second amendment to the PSA with Oscar Electrical Services and extended the contract agreement to June 30, 2025. With their existing professional relationship and the satisfactory completion of aforementioned projects, DWR recommends extending the current Professional Services Agreement to Oscar Electric for On-Call Electrical Services to June 30, 2027.

SUMMARY

With their existing professional relationship, qualifications, experience, and the satisfactory completion of aforementioned projects, City staff selected Oscar Electric for On-Call Electrical Services for as needed electrical-related services to support water operation.

FISCAL IMPACT

There are sufficient funds within DWR budget to cover this agreement.

RECOMMENDATION

Staff recommends that the City Council:

First Amendment Oscar Electric On-Call Electrical Services

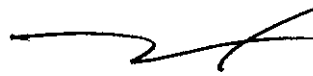
June 10, 2025

Page 2

1. Approve Second Amendment to Professional Services Agreement to Oscar Electric for On-Call Electrical Services for not-to-exceed amount of \$40,000.00 for FY 2025-2026 and \$40,000.00 for FY 2026-2027.
2. Authorize the Mayor to sign the contract in a form approved by the City Attorney.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO AGREEMENT
FOR ON-CALL EMERGENCY ELECTRICAL SERVICES**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and OSCAR'S ELECTRIC, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, on June 11, 2024, the CITY and SERVICE PROVIDER entered into an Agreement entitled "SECOND AMENDEMENT TO AGREEMENT FOR ON-CALL ELECTRICAL SERVICES"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 for a not-to-exceed amount of \$40,000 for FY 2025-2026 and \$40,000 for FY 2026-2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this Third Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
Oscar's Electric, Inc.

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Health and Safety Consulting Service Agreement

INTRODUCTION

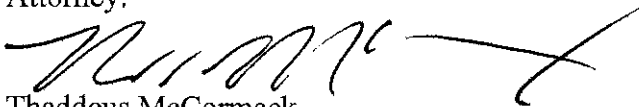
On July 10, 2001, the City Council approved an agreement with Pacific Health and Safety Consulting, Inc. to conduct an audit of the citywide employee safety program. Since then, the safety engineer has provided ongoing consulting services to review and update the city's safety programs, provide safety training, assist Personnel and departments in interpreting and administering state and federal safety regulations and safe work practices, and conduct industrial health monitoring. In July 2006 Pacific Health and Safety Consulting, Inc. changed their name to Pacific EH&S Service, Inc., as they are currently known.

STATEMENT OF FACTS

The agreement provides for the safety engineer to work with the City one to two days per month. For fiscal year 2025-2026 Pacific EH&S, Inc. there will be a change to their hourly rate. The billing rate for the consultant's time and materials will be \$141.00 per hour. City staff has budgeted \$23,700 in the 2025-2026 fiscal year for these safety services.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to execute an Amendment to the Agreement for Health and Safety Consulting Services, subject to approval as to form by the City Attorney.



Thaddeus McCormack
City Manager

**AMENDMENT OF AGREEMENT
FOR HEALTH & SAFETY CONSULTING SERVICES**

This Amendment is entered into by and between the City of Lakewood (the "City") and Pacific EH&S Services, Inc., effective July 1, 2025.

1. Section 2 of the Agreement is amended to extend the term for one year, commencing on July 1, 2025 and ending on June 30, 2026, in an amount not to exceed \$23,700.00 annually.

2. In all other respects, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Agreement, below, as the date first set forth above.

CITY OF LAKEWOOD

PACIFIC EH&S SERVICES, INC.

Mayor

Signature

Attest:

Printed Name and Title

City Clerk

Approved as to form:

City Attorney

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Agreement for Traffic Striping Maintenance Services with PCI

INTRODUCTION

PCI has assisted the City with traffic striping maintenance services for the past several years. The City does not have its own crews or equipment for maintenance of traffic striping.


STATEMENT OF FACT

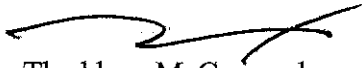
PCI has provided traffic striping maintenance services for the past several years for the City in a very professional and cost effective manner.

The Agreement with PCI entitles them to a price increase based on the April to April CPI for this area. The proposed Schedule of Compensation reflects a 3.0% CPI increase which is the increase for this area during the past year.

RECOMMENDATION

That the City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2026, in an amount not to exceed budgeted amounts for pavement striping and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
PCI

Per Section 15 of the Agreement dated June 27th, 2017, the undersigned agree to extend the agreement for traffic striping maintenance services under the same terms and conditions for one year commencing July 1, 2025 and ending June 30, 2026 except as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

The Agreement of June 27th, 2017, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

ENGINEER

CITY OF LAKEWOOD

Owner

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

City Attorney

**CITY OF LAKEWOOD
AGREEMENT
FOR
TRAFFIC STRIPING MAINTENANCE - 2026
EXHIBIT A**

SCHEDULE OF COMPENSATION

PCI has carefully examined the herein proposal documents of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2026. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

A. Maintenance Unit Prices (Thermo)

Item No.	Description (Caltrans StanPlans)	Units	Unit Price	
1	Detail 2 (Thermo)	LF	\$0.53	
2	Detail 9 (Thermo)	LF	\$0.74	
3	Detail 22 (Thermo)	LF	\$1.18	
4	Detail 29 (Thermo)	LF	\$1.12	
5	Detail 32 (Thermo)	LF	\$1.18	
6	Detail 38 (Thermo)	LF	\$1.33	
7	Detail 39 (Thermo)	LF	\$0.53	
8	Type IV Arrow (Thermo)	EA	\$106.01	
9	4-inch Traffic Stripe (Thermo)	LF	\$0.79	
10	12-inch (Limit Lines, Crosswalks) (Thermo)	LF	\$3.72	
11	Pavement Markings (Legends) (Thermo)	SF	\$7.29	
12	Raised, Reflective Pavement Markers (in addition to ones in above Details)	EA	\$6.61	

EXHIBIT A (continued)

B. Maintenance Unit Prices (Paint)

Item No.	Description (Caltrans Standard Plans)	Units	Unit Price	
1	Detail 1 (Paint)	LF	\$0.16	
2	Detail 8 (Paint)	LF	\$0.16	
3	Detail 21 (Paint)	LF	\$0.30	
4	Detail 28 (Paint)	LF	\$0.30	
5	Detail 31 (Paint)	LF	\$0.30	
6	Detail 38A (Paint)	LF	\$0.30	
7	Detail 39 (Paint)	LF	\$0.26	
8	Type IV Arrow (Paint)	EA	\$72.90	
9	4-inch Traffic Stripe (Paint)	LF	\$0.39	
10	12-inch (Limit Lines, Crosswalks) (Paint)	LF	\$1.79	
11	Pavement Markings (Legends) (Paint)	SF	\$5.29	
12	Curb Painting (Paint)	LF	\$1.66	

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Consultant Services Agreement with PermiTech Solutions Corporation

INTRODUCTION

City staff desires to continue to enlist the assistance of a consultant to help review wireless telecommunications applications to ensure that the information received complies with existing federal, state, and local laws and regulations.

STATEMENT OF FACTS

For many years, the city has enlisted the services of Telecom Law Firm, PC (Telecom). Staff was recently informed that Telecom is spinning off its telecommunications consultancy division into its own firm called "PermiTech Solutions Corporation" which is headed by Ms. Lori Kendirjian. Ms. Kendirjian worked for Telecom under principal Mr. Jonathan Kramer, Esq., where she was responsible for wireless planning and services. Mr. Kramer will assist PermiTech as their senior telecommunications advisor.

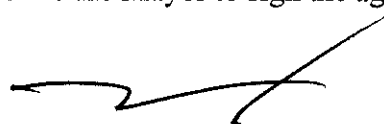
PermiTech will continue to provide the same services as Telecom, which include comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. PermiTech will assist in evaluating proposed wireless deployments for compliance with local, state, and federal law. At the city's direction, PermiTech will conduct wireless application reviews within the FCC's and State of California's rules and shot clock timelines for incomplete notices, resubmittals, and overall project reviews. PermiTech's team has extensive expertise in creating and reviewing wireless application forms, ensuring compliance with industry regulations and best practices. With their thorough understanding of the technical aspects of wireless communications, PermiTech will assess the accuracy, clarity, and completeness of wireless site application documents.

PermiTech is the ideal firm to provide expert technical and regulatory consultation, advice and other assistance with wireless permit application reviews. The agreement is on a pay per use basis.

RECOMMENDATION

That the City Council approves the consultant services agreement with PermiTech Solutions Corporation for a period ending June 30, 2026 and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran **PB**
Deputy City Manager



Thaddeus McCormack
City Manager

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF LAKEWOOD AND PERMITECH SOLUTIONS CORPORATION**

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and PERMITECH SOLUTIONS CORPORATION, a California corporation (herein referred to as "Consultant"), and jointly, "Parties."

City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the consulting services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does NOT create an Attorney-Client relationship between City and Consultant.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

3. COMPENSATION AND PAYMENT

The compensation and payment schedules to Consultant are shown in Exhibit B attached hereto and made a part hereof by this reference.

4. ADDITIONAL SERVICES

City shall pay Consultant for those City-authorized extra services, not reasonably included within the services described in Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Consultant have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

5. PROJECT MANAGERS

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Ryan Bowman as the City Project Manager.

Within Consultant, the services to be performed by Consultant shall be accomplished under the direction and supervision of Ms. Lory Kendirjian (President) who is designated as Consultant's Project Manager. Ms. Kendirjian is solely responsible for the delegation of work tasks within Consultant.

6. TERM, PROGRESS AND COMPLETION

The initial term of this Agreement is from the date first written above to June 30, 2026, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

This Agreement may be extended by prior written agreement for up to (3) additional one (1) year Extension Terms after the initial term, with each additional one (1) year Extension Term so authorized by City's Project Manager and either of Consultant's Project Manager for each such Extension Term.

Consultant shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports, and other documentation (other than Consultant's drafts, notes, and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

Additionally, for continuity of services, the City approves the transfer from Telecom Law Firm, PC to Consultant of all prior consulting documents, work product, and related materials held by Telecom Law Firm, PC.

8. PERSONAL SERVICES/SUBCONTRACTOR/NO ASSIGNMENT

This Agreement is for professional services which are personal to City. Ms. Lory Kendirjian is deemed to be experienced and is the key member of Consultant, and shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with and periodically report to City on the progress of the work. Should Ms. Kendirjian be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement. City authorizes Consultant to subcontract portions of the work on an as-needed basis to Dr. Jonathan L. Kramer. Any other subcontracting by Consultant must first be approved by City.

9. HOLD HARMLESS AND INDEMNITY

Consultant holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur as a result of Consultant's negligence or uncorrected error during the work required under this Agreement.

10. INSURANCE

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Consultant shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

11. RELATION OF THE PARTIES

The relationship of the Parties to this Agreement shall be that Consultant is an independent contractor to City, and that in no event shall Consultant be considered an officer, agent, servant, or employee of City. Consultant shall have no authority to bind City in any matter or circumstance. Consultant shall be solely responsible for any Workers Compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION

A. City, by notifying Consultant in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

B. City, by notifying Consultant in writing, may terminate for cause if such cause is provided to Consultant in writing, Consultant is given a reasonable opportunity to dispute or cure, and where not disputed Consultant does not thereafter cure any curable item.

C. Consultant, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Consultant, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Consultant provide any service which in Consultant's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Consultant.

D. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant.

13. AUDIT OF RECORDS

At any time during normal business hours and scheduled at a mutually convenient time, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills, and project records for at least two years after termination or final payment under this Agreement.

14. WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Consultant certifies that no City employee or official that has now or has ever had a financial interest in Consultant's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Consultant shall not offer, encourage or accept any financial interest or employment in Consultant's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

16. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

18. GOVERNING LAW

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

19. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

20. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Consultant in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Consultant shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Consultant with written notice of such funds availability.

21. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

22. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

23. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Consultant.

24. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit, or describe the scope or intent of any provision or section of the Agreement.

25. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

26. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

27. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD
Attention: City Clerk
5050 Clark Avenue
Lakewood, CA 90712

TO CONSULTANT:

PERMITECH SOLUTIONS CORPORATION
Attention: LEGAL NOTICES
6320 Topanga Canyon Boulevard
Suite 1630 #1100
Woodland Hills, CA 91367

Either party may change its address above by giving the other party no less than 30 (thirty) days written notice of such change.

It is so agreed.

CITY OF LAKEWOOD

PERMITECH SOLUTIONS CORPORATION

By _____
Mayor

By _____
Ms. Lory Kendirjian
President

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

CONSULTANT'S SCOPE OF WORK

At the direction of the City, PermiTech shall provide technical and regulatory technical advice to City concerning applications for telecommunications facilities as follows:

A. Wireless Siting Application Reviews:

1. **Application Reviews:** At the City's request and within PermiTech's expertise as a wireless site application reviewer, PermiTech will review wireless siting applications and provide the City with a written analysis as described below).
2. **Wireless Facility Site Memorandum/Memoranda Content:**
 - a. **Memorandum Regarding Incomplete Application.** Upon receipt of an application by PermiTech directly from the City, PermiTech will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and will evaluate and identify whether any items that are required in the City's wireless application that are not completed by the applicant. If there are incomplete items, PermiTech will send the City an "Incomplete te Memorandum" by email or an attachment to an email within:
 - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
 - ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facility; or
 - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
 - b. **Project Memorandum.** Once an application is determined by the City or deemed by law to be complete, PermiTech will:
 - i. Discuss and analyze Section 6409(a) applicability which includes an eligible facilities and substantial change analysis;
 - ii. Discuss and analyze Small Wireless Facilities applicability which includes all six criteria as defined by the FCC;
 - iii. Discuss design matters that may reduce the impact of the proposed site configuration;
 - iv. Evaluate time, place, and manner considerations for wireless sites located in the public right-of-way;
 - v. Assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

- vi. determine any other wireless site-related issues that PermiTech, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.
- vii. Determine applicability of batched applications under AB965.
- viii. At City's option, without an additional fee, PermiTech shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

3. Consultation Time:

- i. PermiTech will provide reasonable consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project, at a given location, may be moved by an applicant to a different location, which would necessitate an entirely new project review under a separate fee.

B. Attendance at Meetings: As requested by City and subject to PermiTech's prior availability, PermiTech will attend in-person and video meetings.

C. General Consultation: At the City's request, PermiTech will engage with the City in regard to any non-privileged technical communications within the competence of PermiTech, as determined by PermiTech, in any form on a time availability basis of PermiTech, and invoice on an hourly basis (including travel time from PermiTech's office to and from the City if necessary and as requested by the City).

[End of Exhibit A]

EXHIBIT B
CONSULTANT'S SCHEDULE OF FEES

The Consultant consults with and is responsible to the City. The City is responsible for payment of the Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 2 and 3(i) for a fixed fee of 2,676.00 (Two Thousand Six Hundred Seventy-six and no/100 Dollars) per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form as may be required by the City.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

<u>Personnel</u>	<u>Rate</u>
Per Director	\$370
Per Senior Wireless Consultant	\$340
Per Project Manager	\$313
Per Project Coordinator	\$140

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. **Travel Time.** For travel paid solely by City, Consultant charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time reimbursed to City by an applicant, Consultant charges its regular hourly rate for travel time for each staff member.
4. **Annual Fee Adjustments upon Extension.** The Flat Rate and each Hourly Fee set out in this Agreement shall automatically increase by three percent (3%) on each anniversary and extension of this Agreement.
5. **Expenses:** City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
6. **Billing Contacts; Payment Address.** The City's and Consultant's designated points of contact for billing queries are:

Paolo Beltran, Deputy City Manager

Name and Title

PBeltran@lakewoodca.gov

Email Address

(562) 866-9771 ext. 2129

Telephone Number

The Consultant's designated point of contact for billing queries is:

Annette Strong, Business Manager

Name and Title

Annette@PermiTechSolutions.com

Email Address

(424) 276-2040

Telephone Number

PermiTech's payment address is:

PermiTech Solutions Corporation
6320 Topanga Canyon Boulevard
Suite 1630 #1100
Woodland Hills, CA 91367

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement with Pocock Design Solutions Inc. – On-Call Mechanical and Plumbing Engineering Services

INTRODUCTION

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. Pocock Design Solutions Inc. (PDS) has been our on-call service provider to provide mechanical and plumbing engineering services for the City of Lakewood. Staff recommends their agreement be renewed.

STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large capital improvement projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with PDS.


PDS performs mechanical and plumbing engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. PDS provides design engineering services as required to provide both HVAC systems and plumbing systems designs that comply with California code. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time and material basis, under PDS' standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work.

RECOMMENDATION

Staff recommends that the City Council renew the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2026, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND POCOCK DESIGN SOLUTIONS INC.

The Agreement dated June 27, 2017 is hereby amended as follows:

Revise first paragraph, Section 1 Scope of Services to read "SERVICE PROVIDER agrees to provide to CITY at his own cost and expense when requested by CITY those services set forth on Exhibit A attached hereto and made a part hereof, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule."

Revise first paragraph, Section 2 Compensation for Services to read "The CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. For and in consideration of the services performed by SERVICE PROVIDER and when approved by the City, the City agrees to pay to SERVICE PROVIDER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the PROVIDER does not request an adjustment as specified, rates will remain in effect."

Revise Section 5 Term to read "the undersigned agree to extend the Agreement for electrical engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2025, and ending June 30, 2026. and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided"

The Agreement of June 27, 2017, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

ANDREW GOSSMAN
POCOCK DESIGN SOLUTIONS, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Consulting Engineers

Hourly Rates:

<u>Classification</u>	<u>Billing Rate (Per hr.)</u>	<u>Overtime Rate (Per hr.)</u>
Principal	\$225.00	\$337.50
Engineer	\$195.00	\$292.50
Associate	\$195.00	\$292.50
Project Manager	\$185.00	\$277.50
Senior Designer	\$160.00	\$240.00
Designer	\$140.00	\$210.00
CAD Drafting	\$100.00	\$150.00
Clerical	\$80.00	\$120.00

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Agreement with Precision Concrete Cutting for Trip Hazard Removal Services

INTRODUCTION

On May 28, City Council authorized an on-call service provider agreement with Southern California Precision Concrete, Inc. dba Precision Concrete Cutting, to inventory, inspect, maintain, and repair City sidewalks.


STATEMENT OF FACT

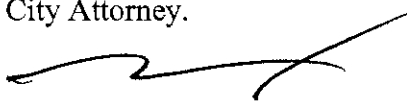
Precision Concrete Cutting utilizes a concrete cutting process with quicker and cleaner results compared to conventional concrete grinding techniques, while being more cost effective than removal and replacement of concrete. On January 21, 2019, the California Joint Powers Insurance Authority (CJPIA) entered into a master services agreement to provide CJPIA members with access to professional sidewalk inspection and maintenance services. The agreement established a set of services and related costs to address vertical displacements in sidewalks. The City is a CJPIA member.

Staff recommend that the existing service provider agreement with Precision Concrete Cutting be amended for next fiscal year to provide for general sidewalk maintenance, inspections and required repairs. Funds have been budgeted in the Public Works Facilities division for such services. The work would be performed on a time and material basis, under Precision Concrete Cutting's standard rate schedule. This amendment updates their standard monthly rates for the upcoming fiscal year. Funds have been budgeted in the Capital Improvement budget for such services. In the event they are assigned to provide additional sidewalk services, a separate fee proposal specific to the work would be submitted for approval prior to start of work.

RECOMMENDATION

Staff recommend that the City Council amend the sidewalk services agreement with Precision Concrete Cutting, for a period of one year ending June 30, 2026, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
SIDEWALK REPAIR SERVICES
BETWEEN THE CITY OF LAKEWOOD AND CALIFORNIA PRECISION
CONCRETE, INC.

The Agreement dated May 28, 2024 is hereby further amended as follows:

Add paragraph to Section 1, Scope of Services, to read “The undersigned agree to amend the service fee contained in Exhibit A of said Agreement to establish new rates based on the attached Annual Price Adjustment dated July 2025.”

Add paragraph to Section 2, Compensation for Services, to read “The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI) or as negotiated by California Joint Powers Insurance Authority (CJPIA). The rate or fee adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested or negotiated CJPIA Agreement. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect.”

The Agreement of May 28, 2024, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

CALIFORNIA PRECISION
CONCRETE, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Los Angeles/Central California
P: (888) 881-9816 F: (818) 698-8280
www.SafeSidewalks.com

CJPIA MASTER SERVICES AGREEMENT Annual Price Adjustment, July 2025

Precision Concrete Cutting will be implementing the annual 3% allowable price increase in the Master Service Agreement to offset the increase in the CPI, Prevailing Wage, fuel, and other costs incurred over the past year. Please see the breakdown below of the changes to our Schedule of Rates over the previous period. As per the agreement, this price increase is in effect for all quotations, contracts, and amendments beyond the one-year anniversary date of July 1, 2025.

Uneven Sidewalk Repair with Sidewalk Assessment

Hazard Class		Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2024		\$38.11	\$76.22	\$152.44	5	25 Sq Ft
CJPIA MSA 2025		\$39.25	\$78.50	\$157.00	5	25 Sq Ft

Uneven Sidewalk Repair Only

Hazard Class		Less Severe 1/4" > to 1/2"	Severe 5/8" - 1"	Most Severe Above 1"	Lineal Ft. per LOC	Sq. Ft. per LOC
CJPIA MSA 2024		\$31.93	\$63.86	\$128.75	5	25 Sq Ft
CJPIA MSA 2025		\$32.89	\$65.77	\$132.61	5	25 Sq Ft

Survey Only		Per mile
CJPIA MSA 2024		468
CJPIA MSA 2025		482

The current 2023 Master Services is provided for your reference.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment with Regional Government Services Authority for Management and Administrative Services

INTRODUCTION

The current workload assigned to the Public Works and Administrative Services Departments merits an extension of staff through the use of a consulting contract for management and administrative services. Regional Government Services Authority (RGS) has the expertise to assist the City with these on-call professional services.

STATEMENT OF FACT

Over the past several years, the Public Works Department has been faced with a significant work load of Capital Improvement Projects, studies, development projects, operational issues, numerous requests for service from the public and new regulations from State and Federal agencies. The staff is small and challenged with meeting the requirements of the workload. On April 17th 2023, the CIP Committee directed staff to immediately increase resources to expedite the delivery of CIP Projects.

After development of the seven-year CIP plan, and in order to make the city operations more efficient, the CIP Committee determined the need for project accounting software and a new work order system, however the task of implementing this software was beyond the expertise for either the Administrative Services Department or the Public Works Department to complete. Staff reached out to RGS for a solution.

Regional Government Services Authority (RGS) was founded in 2001 as a Joint Powers Authority (JPA), formed under Section 6500 of the California Government Code, which authorizes public agencies to contract with each other jointly to exercise a common power. RGS was created to serve the consulting, administrative and project management needs of cities, counties, special districts, joint powers authorities, and other governmental entities. They are a public agency and have served over 300 public agencies providing support and consulting services to meet the needs of its partner agencies in a broad range of disciplines.

Staff recommends extending the on-call agreement with RGS for management and administrative services. RGS is currently working with staff on the implementation of the Tyler Munis project tracking module. The module would work with our current Tyler Munis accounting system. Their on-call agreement allows for subsequent task orders when requested by the City. In line with our purchasing policy, for those budgeted projects where the fee is less than \$50,000, the proposal may be authorized by the City Manager. For budgeted projects where the fee exceeds \$50,000, staff would return to the City Council for authorization prior to the start of any work.


Approve Amendment with Regional Government Services Authority for Management and
Administrative Services


June 10, 2025

Page 2 of 2

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the consulting agreement with Regional Government Services Authority and upon approval of the City Attorney as to form, authorize its execution by the Mayor on behalf of the City.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
SERVICES
BETWEEN THE CITY OF LAKEWOOD AND REGIONAL GOVERNMENT SERVICES
AUTHORITY

Revise Section 2 Compensation for Services to read “The CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. For and in consideration of the services performed by SERVICE PROVIDER and when approved by the City, the City agrees to pay to SERVICE PROVIDER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect.”

Revise Section 5 Term to read, “This Agreement shall be for a term commencing July 1, 2025 and terminating June 30, 2026, and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided.”

The Agreement of September 10, 2024 is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

REGIONAL GOVERNMENT SERVICES
AUTHORITY

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



RGS 2025-2026 RATE SHEET

Title	Hourly Rate
Agency Executive	\$222
Strategic Services Consultant	\$191
Senior Advisor	\$164
Advisor	\$137
Technical Specialist	\$121
Admin Specialist	\$108

Effective July 1, 2025. Regional Government Services may charge travel expenses at the current Federal rate for agreed-upon advisor travel.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Agreement Amendment with Salvation Army for Dedicated Shelter Beds

INTRODUCTION

Lakewood began contracting with Salvation Army on July 1, 2023 for dedicated shelter beds at their Bell Shelter. The beds are for the exclusive use of Lakewood based homeless. The program has been successful in providing an opportunity for Lakewood based homeless to receive interim housing along with robust support services.

STATEMENT OF FACT

Lakewood entered into an agreement with Salvation Army for four (4) dedicated crisis shelter beds at their Bell Shelter facility for a one year term of July 1, 2023 through June 30, 2024. Due to the success and high demand for interim housing, the number of beds was increased to eight (8) beginning February 1, 2024. The agreement was renewed June 11, 2024 for an additional one year term of July 1, 2024 through June 30, 2025. In August 2024, the agreement was amended, increasing the number of beds from eight (8) to fifteen (15).

Bell Shelter provides a comprehensive scope of support services for individuals experiencing homelessness, to include case management, supportive and transitional housing, individual and group counseling to help clients overcome emotional and psychological barriers, drug and alcohol treatment services, alternative sentencing for non-violent offenders, job search assistance, dedicated reintegration program for Veterans, adult education, and mobile medical services. The shelter provides services to over 350 individuals on a daily basis.

The Homeless Services Liaison that serves Lakewood is the primary point of contact to provide outreach to individuals, assess and confirm interest in entering the shelter, completing and submitting the requisite referral forms to Bell Shelter and assisting to arrange transportation and physical intake of the individual at the shelter. Through her outreach efforts, she has established a rapport with individuals which has led to more people willing to enter the shelter when a bed becomes available, ensuring maximum utilization of the dedicated beds.

The nightly bed rate for FY2025-2026 is increasing from \$58.50 to \$89.00 due to staffing and programmatic increases to ensure the highest quality services for those being served. The total annual cost for the fifteen beds is \$487,275. Funding for this service will be from the City's Housing Fund.

RECOMMENDATION

Staff recommends City Council approve an agreement amendment with Salvation Army for dedicated crisis shelter beds at the Bell Shelter for an additional year, July 1, 2025 – June 30, 2026, and an adjusted nightly bed rate of \$89.00, and authorize the Mayor to sign the agreement amendment in a form as approved by the City Attorney.

Joshua Yordt
Director of Public Safety



Thaddeus McCormack
City Manager



**AMENDMENT NO. 4 TO AGREEMENT BY AND BETWEEN THE CITY OF
LAKEWOOD AND THE SALVATION ARMY FOR CRISIS SHELTER BEDS**

This Amendment No. 4 to the Agreement by and between City of Lakewood ("Contractor") and The Salvation Army, a California corporation (TSA) is entered into as of July 1, 2025.

WHEREAS, Contractor and TSA entered into the Agreement dated July 1, 2023 ("Agreement"); and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the agreement one (1) additional year and amend the nightly bed rate.

Now, therefore, City of Lakewood and TSA agree as follows:

1. Section 4, Term of Contract of the Agreement is amended to read:
The term of this contract shall be from July 1, 2025 to June 30, 2026.
2. Section 5, Compensation and Payment of the Agreement is amended to read:
Contractor's rate of \$89.00 per bed night, for fifteen (15) beds, not to exceed a total of \$487,275 compensation, for the term of this agreement.
3. Except as provided in this Amendment No. 4, all other terms of the Agreement remain in full force and effect.

By the signatures of their authorized representatives below, TSA and Contractor have entered, into this Second Amendment as of the date first set forth above.

CITY OF LAKEWOOD

By: _____
Todd Rogers, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

SALVATION ARMY

By: _____
Name and Title

Date: _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Environmental Services Agreement with S.C.S. Engineers

INTRODUCTION

The City has utilized solid waste and environmental consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. S.C.S. Engineers has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates established by the State.


STATEMENT OF FACT

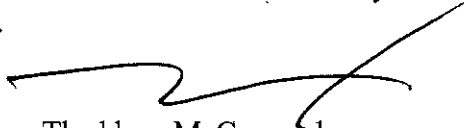
The City is in need of on-call services of an environmental services consulting firm. S.C.S. Engineers has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time-and-material basis, under S.C.S.'s standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with S.C.S. Engineers and provide written authorization to proceed.

When S.C.S. Engineers is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services agreement. For smaller projects or studies where fees are less than \$50,000, S.C.S. Engineers provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the operating budget or within the capital project budget for a specific project.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2026 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENVIRONMENTAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
S.C.S. ENGINEERS

The Agreement dated July 1, 2001, as amended, is hereby further amended as follows:

Add paragraph to Section 2 SCOPE OF SERVICES to read "Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council."

Revise first paragraph, Section 4 PAYMENT to read "For and consideration of the environmental consulting services performed by the Consultant and when approved by the City, the City agrees to pay to the Consultant on a time-and-material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The Consultant shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the Consultant does not request an adjustment as specified, rates will remain in effect."

Revise Section 5 TIME FOR PERFORMANCE, to read "The Consultant agrees that they will diligently and reasonably pursue the performances of the services required by them by them by this Agreement and that said services shall be completed within an agreed upon schedule for each specified project. The undersigned agree to extend the Agreement for environmental consultant services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2025, and ending June 30, 2026 and may be renewed by City Council with the concurrence of the Consultant for any successive one-year term, unless conner terminated as hereinbefore provided."

Fee Schedule – 01 Long Beach ES
(Effective April 1, 2025 through March 31, 2026)

	Rate/Hour
Clerical.....	83
Administrative/Secretarial	94
Project Administrator	105
Technician	105
Senior Engineering Technician I.....	120
CAD Drafter.....	125
Senior Project Administrator	125
Technical Associate	125
Senior Engineering Technician II.....	126
Associate Staff Professional I.....	130
Associate Staff Professional II.....	135
Staff Professional I.....	140
Staff Professional II.....	145
Staff Professional III.....	150
Project Professional I.....	155
Senior Office Services Manager.....	160
CAD Designer I.....	160
Project Professional II	160
Project Professional III	165
Senior Project Professional I	170
CAD Designer II.....	175
Senior Project Professional II	185
Senior Project Professional III	198
Project Manager I.....	205
Project Manager II.....	215
Project Manager III.....	230
Project Manager IV.....	240
Senior Project Manager I.....	260
Senior Project Manager II.....	265
Senior Project Manager III	275
Certified Industrial Hygienist/Certified Safety Professional.....	275
Project Director I	285
Senior Technical Manager/Senior Project Advisor	290
Senior Certified Industrial Hygienist/Certified Safety Professional.....	305
Project Director II	310
Project Director III	335
Senior Project Director.....	365
Principals	See Note 7

General Terms

1. Scheduled rates are effective through March 31, 2026. Work performed thereafter is subject to a new Fee Schedule.
2. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$115 for up to a half day (4 hours) of use, and \$170 for up to a full day (company cars at \$90/\$130). These charges incorporate an allowance of 100 miles per job per day; a per-mile surcharge is applied for additional miles based on the applicable federal rate. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
7. Hourly rates for Principals and Executives can be on an individually negotiated basis. Typically, these rates are \$335/hour to \$385/hour for Vice Presidents, and \$365/hour to \$435/hour for Senior Vice Presidents to Senior Executives.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement with Sierra Installations, Inc. for Lakewood's Street Banner Marketing Program

INTRODUCTION

Sierra Installations, Inc. was hired in 2003 to install the city's street banner marketing campaigns, as one way of advertising citywide special events, and public awareness education. Staff recommends their agreement be renewed.

STATEMENT OF FACT


In 2003, the City Council authorized funds for a street banner marketing program. Campaigns include advertising such as "Shop Lakewood" and marketing messages such as "Great Ideas Last for Generations", Neighborhood Watch, and Saving Water and Used Oil Recycling campaigns. The banners also provide the annual December holiday greetings and July fireworks education campaign.

The "Great Ideas Last for Generations" banner continues as the "default" banner, meaning it is the banner that is up on most light pole locations city-wide if there is no special campaign being advertised.

RECOMMENDATION

Staff recommends that the City Council:

Extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2026, and authorize the Mayor and City Clerk to sign the renewal agreement in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
STREET BANNER INSTALLATION AND REMOVAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND SIERRA INSTALLATIONS, INC.

The Agreement dated August 12, 2003 as amended is hereby further amended as follows:

Revise first paragraph of Section 5 Term to read "the undersigned agree to extend said Agreement for Street Banner Installation and Removal services under the same terms and conditions, for one year commencing July 1, 2025 and ending June 30, 2026, in an amount not to exceed \$55,000."

The Agreement of August 12, 2003, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

Sierra Installations, Inc.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Floor and Carpet Cleaning Services with SOLID Surface Care

INTRODUCTION

The City of Lakewood is committed to maintaining clean and sanitary conditions in all city facilities by regularly removing dirt, bacteria, and allergens from floors and carpets. Professional cleaning not only contributes to public health but also enhances the appearance and longevity of flooring surfaces.

To ensure consistent cleanliness and maintenance, the city annually contracts for floor and carpet cleaning services at the following locations: Lakewood City Hall, The Centre, Mayfair Park, Bloomfield Park, Boyar Park, Palms Park, Weingart Senior Center, Lakewood Youth Center, and the Burns Community Center.

STATEMENT OF FACT


City staff issued Request for Proposals (RFP) #RCS 03-24 for floor and carpet cleaning services, with a submission deadline of April 3, 2024. The RFP generated four (4) proposals, all of which included favorable references from previous work with neighboring municipalities and private entities.

Following review, Ecobrite Services, LLC. was awarded the contract, with services scheduled to begin July 1, 2024. However, Ecobrite Services failed to meet the city's maintenance standards, and the contract was terminated effective April 14, 2025. After reevaluating the remaining three proposals submitted under RFP #RCS 03-24, staff determined that SOLID Surface Care is a responsible bidder, capable of meeting the city's standards and service at a responsible rate.

RECOMMENDATION

Staff recommends that the City Council authorize the mayor and city clerk to execute the agreement with Solid Surface Care, subject to approval as to legal form by the City Attorney, to commence on July 1, 2025 and terminate on June 30, 2026, with the option to extend the agreement in one year increments through June 30, 2027 at a contracted rate not to exceed the budgeted allocation of \$40,800 annually.

Valarie Frost, Director 
Recreation & Community Services


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
AGREEMENT
FOR
FLOOR AND CARPET CLEANING SERVICES**

This AGREEMENT, hereinafter referred to as “this AGREEMENT” is made and entered into this 1st day of July, 2025 by and between CITY of Lakewood, a municipal corporation, hereinafter referred to as “CITY”, and SOLID Surface Care hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, CITY desires to retain CONTRACTOR for Floor and Carpet Cleaning services in connection with the work hereinafter described; and

WHEREAS, CONTRACTOR has the equipment, personnel with the necessary skills and qualifications and licenses required by law to perform the services required under this AGREEMENT; and

WHEREAS, previously through the adoption of the budget, City Council, authorized Floor and Carpet Cleaning Services.

NOW, THEREFORE, CITY, for and in consideration of the performance of the covenants and agreements hereinafter contained, to be kept and performed by CONTRACTOR, and upon the following terms and conditions, hereby contracts with CONTRACTOR to provide SERVICES, subject to the following terms and conditions:

1. TERM. The term of this AGREEMENT shall commence on July 1, 2025 and terminate on June 30, 2026, with the option to extend AGREEMENT in one year increments through June 30, 2028.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide, following written authorization from CITY to proceed, SERVICES as set forth in City of Lakewood Tasks To Be Performed attached hereto as Exhibit A, for specific work locations, square footage, and frequency.
3. PAYMENT. CITY agrees to pay CONTRACTOR monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on SERVICES. This amount shall not exceed \$40,800 annually for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

CONTRACTOR shall not be compensated for any SERVICES rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional SERVICES are authorized in advance and in writing by CITY. CONTRACTOR shall be compensated for any additional SERVICES in the amounts and in the manner as agreed to by CITY and CONTRACTOR at the time CITY's written authorization is given to CONTRACTOR for the performance of said SERVICES.

CONTRACTOR will submit invoices monthly for actual SERVICES performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CITY disputes any of CONTRACTOR's fees it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

4. INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges their independent contractor's status in performing said SERVICES, and risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon CONTRACTOR pursuant to this AGREEMENT, and does hereby release CITY, its officers and personnel from any liability to CONTRACTOR for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by CONTRACTOR at the direction of CITY.

It is expressly agreed that for all purposes pertaining to this Agreement, CONTRACTOR shall be an independent contractor, and is not an agent or employee of CITY. Except as otherwise expressly limited by other provisions of this Agreement, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of its obligations pursuant to this Agreement. In the performance of this AGREEMENT, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

CONTRACTOR acknowledges the independent contractual relationship and releases CITY from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of CONTRACTOR shall have any CITY status or benefit, including health, retirement and workers' compensation benefits.

CONTRACTOR further acknowledges its independent contractor status in performing all SERVICES under this Agreement and assumes the risk to itself, all agents, employees, subcontractors, their agents or employees, its licensees, permittees and guests of personal injury or death and all risk of property damage or loss of any property arising out of the performance of any services or the use of the premises during the term of this Agreement.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONTRACTOR at least ten (10) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

In the event this AGREEMENT is terminated pursuant to this Section, CITY shall pay to CONTRACTOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of this AGREEMENT pursuant to this Section, CONTRACTOR will submit an invoice to CITY pursuant to Section 3.

6. ASSIGNMENT. CONTRACTOR shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

7. INDEMNIFICATION AND DEFENSE.

- a. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub-contractors (or any CITY or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONTRACTOR's duty to indemnify and hold harmless CITY shall not extend to CITY's sole or active negligence.
- b. Duty to defend. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONTRACTOR shall defend CITY at CONTRACTOR's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole or active negligence of CITY or its officers, employees, or agents, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as solely or actively negligent. CONTRACTOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE REQUIREMENTS. Without limiting the indemnities described in Section 7, above, and prior to commencement of the Term, CONTRACTOR shall obtain and maintain, at its own expense during the Term, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

- a. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another (e.g. the "Insured v. Insured" exclusion). Limits shall be no less than \$3,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate.
- b. CONTRACTOR shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this AGREEMENT. Worker's Compensation Insurance is required on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- c. Business Auto Coverage Insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented autos, trucks and trailers, and other vehicles or equipment, to include loading and unloading, in an amount not less than \$1,000,000 combined single limit for each accident.
- d. Excess or Umbrella Liability Insurance (Over Primary), if used to meet limit requirements of any policy required by this Section 17, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a "drop down" provision with a maximum \$25,000 self-insured retention. CONTRACTOR will be required to fully indemnify and hold harmless CITY, its elected or appointed officers, agents, officials, employees, and volunteers, for any injury to person or property resulting from its operations.

9. PROOF OF INSURANCE. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the Term of this Agreement. CONTRACTOR will not cancel or modify any policies required to be maintained by this Agreement without notifying CITY and shall promptly provide updated insurance certificates, as necessary. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR.

10. DURATION OF COVERAGE. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with SERVICES herein by CONTRACTOR, their employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors.

11. PRIMARY/NONCONTRIBUTING. CONTRACTOR shall ensure that coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

12. CITY'S RIGHT OF ENFORCEMENT FOR INSURANCE. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. In the alternative, CITY may terminate this Agreement effective immediately upon written notice to CONTRACTOR.

13. ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line with the California Department of Insurance and with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.

14. WAIVER OF SUBROGATION. CONTRACTOR shall ensure that insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive the right of subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

15. NOTICE OF CANCELLATION OF INSURANCE. CONTRACTOR shall require its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

16. ADDITIONAL INSURED STATUS. General liability policies shall provide, or be endorsed to provide, that CITY, its elected or appointed officers, agents, officials, employees, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

17. ENFORCEMENT OF CONTRACT PROVISIONS (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONTRACTOR of noncompliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.

18. ASSUMPTION OF RISK. CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by CONTRACTOR and said CONTRACTOR further releases CITY, its officers and employees, from any liability therefore.

19. DEFAULT OF CONTRACTOR. CONTRACTOR's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONTRACTOR. If such failure by CONTRACTOR to make progress in the performance of work hereunder arises out causes beyond CONTRACTOR's control, and without fault or negligence of CONTRACTOR, it shall not be considered a default.

If City Manager or his/her designee determines that CONTRACTOR is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon CONTRACTOR a written notice of the default. CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that CONTRACTOR fails to cure its default within such period of time or fails to present CITY with a written plan for the cure of the default, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

20. LEGAL RESPONSIBILITIES. CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. CONTRACTOR shall at all times observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this Section.

21. LICENSES. At all times during the term of this AGREEMENT, CONTRACTOR shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

22. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

23. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this AGREEMENT on behalf of CONTRACTOR warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations herein.

NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

To CITY: Director of Recreation and Community Services
 City of Lakewood
 5050 Clark Avenue
 Lakewood, CA 90712

To CONTRACTOR: SOLID Surface Care
 4672 S. Eastern Avenue
 Commerce, CA 90040

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

CITY OF LAKEWOOD

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SOLID Surface Care

By _____

Title

Attachments: Exhibit A Tasks to be Performed
 Exhibit B Consolidated Care Plan

EXHIBIT A
TASKS TO BE PERFORMED

A. Scope of Service

The City of Lakewood desires to retain the Contractor for the floor and carpet cleaning at The Centre, City Hall, Mayfair Park activity building, swim pavilion and locker rooms, Weingart Senior Center and Burns Community Center including daycare area under this agreement in connection with the work hereinafter described.

B. Work Locations and square footage:

The contract will include floor and carpet cleaning of vinyl composite tile floor, ceramic tile, and carpets included at any at the following locations:

Lakewood City Hall, 5050 Clark Avenue, Lakewood, CA 90712
The Centre, 5000 Clark Avenue, Lakewood, CA 90712
Mayfair Park, 5720 Clark Avenue, Lakewood, CA 90712
Bloomfield Park, 21420 Pioneer Blvd., Lakewood, CA 90715
Boyar Park, 6701 Del Amo Blvd., Lakewood, CA 90713
Palms Park, 12305 207th Street, Lakewood, CA 90715
Weingart Senior Center, 5220 Oliva Avenue, Lakewood, CA 90712
Lakewood Youth Center, 4658 Woodruff Avenue, Lakewood, CA 90713
Burns Community Center, 5510 Clark Avenue, Lakewood, CA 90712

Frequency of Cleanings at noted locations:

Annually

- Mayfair Park swim pavilion: Ceramic tile floor in locker rooms
- City Hall: Carpet throughout and ceramic tile in two sets of men's and women's restrooms
- Bloomfield Park: Carpet in activity building
- Boyar Park: Carpet in conference room
- Palms Park: Carpet in transportation coordination office (DASH)

Two Times per Year

- Weingart Senior Center: Carpet throughout, vinyl composite tile floor, ceramic tile in men's and women's restrooms
- Youth Center: Vinyl composite tile floor, ceramic tile and carpet
- Mayfair Park swim pavilion: Carpet

Quarterly

- Burns Community Center: Vinyl composite tile floor and carpet in daycare area

Eight times per year scheduled at six week intervals

- The Centre: Carpets;
 - Downstairs: Hallway and meeting rooms
 - Upstairs: Ballroom, corridor and stairway

As Needed

- Burns Community Center: Ceramic tile floor in lobby

FIGURES BELOW INDICATE SQUARE FOOTAGE								
Lakewood City Hall			Burns Community Center			Youth Center		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
644	10,714	X	1,080	1,606	575	1,228	2,085	3,185

Palms Park			Boyar Park			Bloomfield Park		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
X	726	X	1,100	380	X	X	540	X

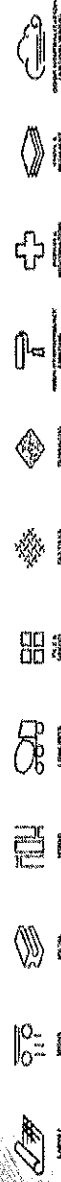
Mayfair Park Swim Pavilion			The Centre			Weingart Senior Center		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
4,602	1,764	X	X	8,509	X	380	4,558	5,419

Total Sq Ft Ceramic Tile:	7,934
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Total Sq Ft Carpet:	30,882
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Total Sq Ft Vinyl Composite Tile:	9,179
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CONSOLIDATED CARE PLAN FOR:
City of Lakewood





SOLID Surface Care, Inc.

Client Information

Location Address: City of Lakewood 5050 Clark Avenue Lakewood, CA 90712	4/4/2024	Billing Address: City of Lakewood Attn: City Clerk 5050 Lakewood Ave Lakewood, CA 90712	Client PO#
Account Manager: Bethany Legler		Abel Andrade, Park Superintendent AAndrade@lakewoodcity.org	
Estimator, if applicable: N/A		blecler@solidcare.com	
Client's Invoice Instructions/Scheduling Preferences and details: Please coordinate all scheduling with Mike Cracium			

SCOPE OF WORK

Location: Multiple locations including:

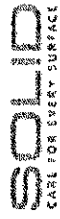
- Lakewood City Hall (5050 Clark Avenue)
- The Centre (5000 Clark Avenue)
- Mayfair Park (5720 Clark Avenue)
- Bloomfield Park (21420 Pioneer Blvd)
- Boyar Park (6701 Del Amo Blvd)
- Palms Park (12305 207th Street)
- Weingart Senior Center (5220 Oliva Avenue)
- Lakewood Youth Center (4658 Woodruff Avenue)
- Burns Community Center (5510 Clark Avenue)

Frequency: Annually, Semi-Annually, Quarterly, 8x/year and as needed (Depending on type of service listed below)

Scope: Carpet: Deep clean using SOLID's XL North dry-polymer carpet cleaning. Application of odor neutralizer.

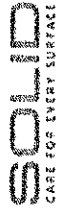
VCT: Strip, deep clean and wax

Ceramic Tile and Grout: Deep clean and seal



PRICE SUMMARY FOR ANNUAL SERVICES

SERVICE	Extended Description + Months of Service (if recurring)	Visit Price	Frequency	Annual Price
Tile&Grout CARE	Mayfair Park Swim Pavilion Locker Rooms	\$1,921.00	1	\$1,921.00
Tile&Grout CARE	City Hall Restrooms (4 total)	\$1,263.50	1	\$1,263.50
Carpet CARE	City Hall	\$1,603.50	1	\$1,603.50
Carpet CARE	Bloomfield Park Activity Building	\$180.75	1	\$180.75
Carpet CARE	Boyar Park Conference Room	\$70.50	1	\$70.50
Carpet CARE	Carpet in Transportation Office (DASH)	\$70.50	1	\$70.50
Annual Total:		\$5,109.75		\$5,109.75

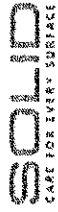


PRICE SUMMARY FOR SEMI-ANNUAL SERVICES

SERVICE	Extended Description + Months of Service (if recurring)	Visit Price	Frequency	Annual Price
Tile&Grout CARE	Weingart Senior Center Restrooms	\$450.00	2	\$900.00
Resilient CARE	Weingart Senior Center	\$2,370.00	2	\$4,740.00
Carpet CARE	Weingart Senior Center	\$730.25	2	\$1,460.52
Tile&Grout CARE	Youth Center	\$1,274.00	2	\$2,548.00
Resilient CARE	Youth Center	\$2,485.70	2	\$4,971.40
Carpet CARE	Youth Center	\$164.88	2	\$329.76
Carpet/Resilient CARE	Mayfair Park	\$1,800.00	2	\$3600.00
Annual Total:				\$18,549.68

PRICE SUMMARY FOR QUARTERLY SERVICES

SERVICE	Extended Description + Months of Service (if recurring)	Visit Price	Frequency	Annual Price
Resilient CARE	Burns Community Center	\$387.50	4	\$1,550.00
Carpet CARE	Burns Community Center	\$286.25	4	\$1,145.00
Annual Total:				\$2,695.00



PRICE SUMMARY FOR 8X/YEAR

SERVICE	Extended Description + Months of Service (if recurring)	Visit Price	Frequency	Annual Price
Carpet CARE	Downstairs at The Centre: Hallway and Meeting Rooms	\$396.00	8	\$3,168.00
Carpet CARE	Upstairs: Ballroom, Corridor and Stairway	\$1,279.20	8	\$10,233.60
Annual Total:				\$13,401.60

PRICE SUMMARY AS NEEDED

SERVICE	Extended Description + Months of Service (if recurring)	Visit Price	Frequency	Annual Price
Tile&Grout CARE	Burns Community Center Lobby	\$1,820.00	TBD	
Annual Total:				TBD

Overall Annual Total:				\$39,756.03
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SIGNATURE

Local and state taxes, if applicable, are not included in the above price summary. This is an agreement for the scope of work described herein. By signing below or by approving the scheduling of these services in writing you affirm that you have read our terms and conditions and accept any that may be applicable.

Proprietary & Confidential

solidcare.com

844-2-B-SOLID

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve an Amendment to the Agreement for Construction Consultant Services with Somers Enterprises

INTRODUCTION

The current workload assigned to the Public Works Department merits an extension of staff through the use of a consulting contract for construction support services. Somers Enterprises Inc. has the expertise to assist the City with professional construction support services.

STATEMENT OF FACT


On April 17th 2023, the CIP Committee directed staff to immediately increase resources to expedite the delivery of CIP Projects due to a recent influx of funding, several of which have looming grant deadlines. The City is in need of the full-time services of a construction consultant to assist in the implementation of the CIP program. Somers Enterprises Inc. has been successfully assisting the City with construction consulting services for several projects, inclusive of the City Hall renovation.


Somers Enterprises Inc. provides comprehensive construction consulting and building inspection services. Douglass Somers, principal of Somers Enterprises Inc., has extensive experience with certifications inclusive of but not limited to Certified Building Official, California Commercial Combination Inspector, California Commercial Building Inspector, California Commercial Mechanical Inspector, California Commercial Electrical Inspector, California Commercial Plumbing Inspector, ICC Reinforced Concrete Special Inspector, ICC Prestressed Concrete Special Inspector, ICC Structural Masonry Special Inspector, ICC Structural Steel and Bolt Special Inspector.

Sufficient funds have been budgeted for these construction consulting services. The work would be performed on a time and material basis, under Somers Enterprises' standard rate schedule. His hourly rate is lower than comparable rates in Los Angeles County for similar scope of services.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the consulting agreement with Somers Enterprises for a one-year period ending June 30, 2026, in an amount not to exceed \$250,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN
CITY OF LAKEWOOD AND SOMERS ENTERPRISES INC.

The Agreement dated June 13, 2023 as amended is hereby further amended as follows:

Revise first paragraph, Section 5 TERM to read "This Agreement shall be for a term commencing July 1, 2025 and terminating June 30, 2026, and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided."

The Agreement of June 13, 2023 is reaffirmed in all other aspects, except as amended herein.
Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

SOMERS ENTERPRISES INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of the Animal Control Agreement

INTRODUCTION

In July 2024, the City entered into an agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services, and the term of the agreement will expire June 30, 2025.

STATEMENT OF FACT

The proposed amendment includes an increase to the contract rate and a compulsory interest rate on delinquent payments, with all other terms remaining the same as the current five-year agreement.

Services provided under our agreement with SEAACA include returning wayward dogs to owners, handling barking dog complaints, pick-up of deceased animals from public right-of-ways and residences, conducting vaccination/licensing clinics, and responding to non-routine animal control incidents such as animal hoarding and vicious animal complaints.

Staff has been satisfied with animal control services provided to Lakewood residents through a contract with Southeast Area Animal Control Authority (SEAACA). The contract has increased in cost by 4.49% from last year to \$896,186.50. The City has a guaranteed return from SEAACA of \$179,000 in licensing fees, with 50% of any amount that exceeds the guarantee offsetting the remaining contracted amount to \$717,186.50.

RECOMMENDATION

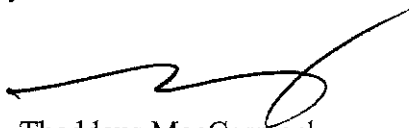
Staff recommends that the City Council:

1. Approve the amendment with SEAACA for animal control services for a period ending June 30, 2030, in an amount not to exceed \$896,186.50 per year, in a form approved by the City Attorney, and authorize the signature by the Mayor.

Kelli Pickler
Director of Public Works



Thaddeus MacCormack
City Manager



AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AGREEMENT is entered into this 1st day of July 2025, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California (herein, "SEAACA") and the CITY OF LAKEWOOD, a California Corporation, whose address is 5050 North Clark Avenue, Lakewood, California 90712 (herein "CITY").

RECITALS:

WHEREAS, SEAACA is a public agency and joint powers authority organized by the Cities of Downey, Norwalk, Pico Rivera, Bell Gardens, Montebello, Paramount, Santa Fe Springs, and South El Monte, created pursuant to the provisions of section 6500 et seq. of the California Government Code for the purpose of providing Animal Control and Sheltering Services within the boundaries of the member cities and under contract with other governmental agencies located in Southern California.

WHEREAS, CITY has requested that SEAACA enter into this Agreement and provide Animal Control and Sheltering Services to the CITY during the term thereof, which are more fully described hereinafter, and

WHEREAS, both CITY and SEAACA have authorized entering into this Agreement by formal action of their respective governing bodies, taken at properly noticed meetings;

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein, the parties agree as follows:

SECTION I. SEAACA AGREES:

1. To perform the following services for CITY within the corporate limits of CITY:
 - a) To provide one (1) assigned officer, totaling forty (40) hours per week.
 - b) To patrol the streets of CITY as many additional hours per month as necessary to enforce the provisions of LAKEWOOD's Municipal Code relating to animal control.
 - c) To enforce all applicable canine leash law requirements.
 - d) To enforce all applicable standards for animal care.
 - e) Maintain SEAACA's kennels and premises in a sanitary condition at all times.
 - f) To comply with all applicable laws of the State of California; and to give the prescribed notices and use humane methods for the care and destruction of any animal coming under its jurisdiction.
 - g) To enforce all applicable State statutes, with respect to those services as are customarily rendered by SEAACA.
 - h) To pick up and impound loose, stray dogs.
 - i) To pick up sick, injured or otherwise physically suffering stray animals from the public streets and private property.
 - j) To pick up dead animals within 24 hours or as soon as reasonably possible.
 - k) To investigate complaints relating to animal cruelty.
 - l) Provide prompt 24-hour per day emergency service response for injured or vicious animals. To provide all services and materials to establish and maintain a licensing and canvassing program.
 - m) To canvass all delinquent licenses each year and every household in the CITY a minimum of once every two years to ensure that all animals required to have licenses are indeed licensed.

- n) To provide licensing services at two rabies clinics each year.
 - o) To keep and maintain during the term of this Agreement, books, and records pertaining to the licensing of dogs, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by the CITY during normal business hours and with reasonable notice. During the term of this Agreement, at the close of the fiscal year, SEAACA will report to CITY the total dollar amount of license fees collected. SEAACA shall maintain a record of all complaints received and shall furnish the CITY upon request, with a written record of the complaints and the way in which complaints were handled.
2. That if requested in writing by CITY, additional services above those described herein may be performed by SEAACA when SEAACA determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by SEAACA. CITY will pay for such additional services in such amounts as are agreed to by SEAACA and CITY.

SECTION II. CITY AGREES:

1. To cooperate and assist SEAACA in performing its obligations hereunder, including the adoption of SEAACA's Model Ordinance.
2. That for and in consideration of the rendition of services pursuant to this Agreement:
 - a) The total cost to the CITY for Fiscal Year 2025-2026 shall be **\$896,186.50**.
 - b) CITY projected Gross Cost (revenue) shall be **\$179,000.00**. If 100% of the Gross Cost is collected, this shall be returned to the CITY to offset the **\$896,186.50**. The 100% collected Gross Cost of \$138,000 shall be paid to the CITY at the close of Fiscal Year 2025-2026. There is no "Guaranteed" annual revenue amount under this agreement.
 - c) If Gross Costs (revenues) exceed the **\$179,000.00** for the term of this agreement, ("Fiscal Year 2025-2026"), then fifty percent (50%) of the Gross Cost in excess of the applicable Gross Cost shall be paid to the CITY at the close of Fiscal Year 2025-2026,
 - d) The CITY cost shall be paid to SEAACA in two (2) equal payments of **\$448,093.25** upon receipt of an invoice, with the first such invoiced scheduled for July 1, 2025, and October 1, 2025. The CITY shall remit payment of invoiced amounts within thirty (30) days after receipt of the invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of the invoice, SEAACA is entitled to recover interest thereon at the rate of 10% or the highest legal rate, whichever is lower, to be calculated from the last day of the month in which the Services were performed. If such payment is not delivered to SEAACA within the time set forth hereabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.
 - e) 100% of Gross Costs collected (**\$179,000.00**) shall be excluded and SEAACA shall be entitled to and shall retain all moneys that it receives for impounding, boarding, donations, spay/neuter procedures, all fees and/or fines collected resulting from administrative hearings conducted by SEAACA, as well as the revenues of any fines and other penalties/fines imposed by the State of California.
 - f) The compensation and financial provisions may be adjusted during the fiscal year of a subsequent Agreement entered into.

SECTION III. THE PARTIES AGREE:

1. That the service performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it and which it is authorized to provide pursuant to the provisions of the Joint Exercise of Powers Agreement and the statutes of this State.
2. That the rendition of Services performed hereunder, the standard of performance and other matters incidental to the performance of such service and control of personnel so employed shall remain in SEAACA. In the event that a dispute arises between SEAACA and the CITY as to the extent of the duties and functions to be rendered hereunder or the manner of the performance of such services, the determination thereof shall be made by SEAACA's Executive Director.
3. That for the purpose of performing all functions, SEAACA shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the nature and quality of Services to be rendered hereunder.
4. That all persons employed by SEAACA in the performance of this Agreement shall be SEAACA employees and no CITY employee as such shall be taken over by said SEAACA, and no person employed hereunder shall have any CITY pension, civil service or any status or right. For the purpose of performing Services and functions required by this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every SEAACA officer and employee engaged in the performance of any Service hereunder shall be deemed to have authority to act on the CITY's behalf, so long as said performance is within the scope of and consistent with this Agreement.
5. CITY agrees to cooperate and confer with SEAACA regarding changes in service delivery options to assist with implementation of new programs to enhance services to the community.

SECTION IV. INDEMNIFICATION:

1. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any SEAACA personnel performing services hereunder for said SEAACA, or any liability other than that provided for in this Agreement. Except as herein otherwise specified the CITY shall not be liable for compensation or indemnity to any SEAACA employee for injury or sickness arising out of his/her employment.
2. SEAACA, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said CITY or of any officer or employee thereof, nor for any defective or dangerous condition of City owned real property, and CITY shall hold SEAACA and its officers and employees harmless from, and shall defend SEAACA and the officers and employees thereof against any claim for damages resulting there from.
3. CITY, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of SEAACA or of any officer or employee thereof, and SEAACA shall hold CITY and its officers and employees harmless from and shall defend CITY and the officers and employees thereof against any claim for damages resulting from.

SECTION V. INSURANCE:

SEAACA is a member of the California Joint Powers Insurance Authority (California JPIA) and participates in self-insurance and commercial insurance programs administered by the California JPIA for its members. The Primary Liability Program Coverage Limit, including Automobile Liability,

is \$2,000,000 per occurrence, and the Annual Aggregate limit shall be \$1,000,000; the Worker's Compensation Program Coverage Limits shall be statutory, and the Employer's Liability shall be \$1,000,000. CITY agrees that the insurance coverage provided by California JPIA as described in this paragraph shall satisfy SEAACA's insurance obligations under this Agreement.

SECTION VI. TERM:

1. That the term of this Agreement shall be for the period of five years, July 1, 2025, through June 30, 2030, inclusive, unless the Agreement is terminated as herein provided. CITY and SEAACA may execute an Agreement at its expiration for an additional five-year period by mutual written agreement.
2. Should SEAACA default during the term of this Agreement in the performance of its obligations as set forth herein and fail to cure said default within fifteen (15) days' written notice to do so, then CITY may terminate this Agreement. And upon payment to SEAACA of monies owing to SEAACA, less any credits to the CITY by SEAACA, for satisfactory performances rendered pursuant to this Agreement and through the date of said termination, thereafter, there shall be no obligation of the CITY to SEAACA. Should CITY fail to pay the sums owing to SEAACA as provided hereunder or otherwise default in any provision of this Agreement and fail to cure said default within fifteen (15) days written notice to do so, then SEAACA may terminate this Agreement and upon the effective date of the termination, and upon payment to CITY of monies owing to CITY, there shall be no further obligation of SEAACA to the CITY. Such termination shall not be deemed a waiver of any rights SEAACA may have against CITY for any sums due to SEAACA under the terms of this Agreement.
3. Either SEAACA or CITY may terminate this Agreement by giving the other party sixty (60) days prior written notice.

SECTION VII. AMENDMENT:

This Agreement shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties expressly referring to this Agreement.

SECTION VIII. NOTICE:

That any notice required to be sent hereunder shall be deemed received if addressed to the address of the parties as set forth hereunder and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing furnish to the other party.

IN WITNESS WHEREOF, THE CITY OF LAKEWOOD, by authorization of its City Council, caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Agreement to be subscribed by the Chairperson of said Commission and attended to by its Executive Director and/or Clerk of said Commission.

AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY FOR
ANIMAL CONTROL AND SHELTERING SERVICES FOR FISCAL YEAR 2025-2026

-Signature Page-

CITY OF LAKEWOOD

BY: _____

Todd Rogers, Mayor

ATTEST:

Jo Mayberry, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT

Steven, Skolnik, City Attorney

SOUTHEAST AREA ANIMAL
CONTROL AUTHORITY

BY: _____

Tony Ayala, Chairperson

ATTEST:

Denise Woodside, Executive Director

APPROVED AS TO FORM AND CONTENT

Scott Nichols, SEAACA Attorney

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Candleverde Park License Agreement with Southern California Edison Company

INTRODUCTION

The City of Lakewood's License Agreement with Southern California Edison Company for the use of approximately two acres of transmission right-of-way for recreation purposes at Candleverde Park is due for renewal on July 31, 2025.

STATEMENT OF FACT

Renewal of the License Agreement for Candleverde Park is for a term of five years, extending the city's use of the parcel for recreational purposes to commence August 1, 2025 through July 31, 2030. The license renewal provides for a payment schedule as tabled below:

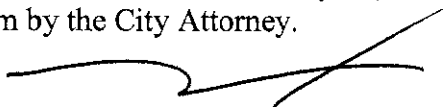
Year	Term	Yearly Amount	Payment Due First Day Of
First Year	August 1, 2025 - July 31, 2026	\$668.87	August 2025
Second Year	August 1, 2026 - July 31, 2027	\$702.31	August 2026
Third Year	August 1, 2027 - July 31, 2028	\$737.43	August 2027
Fourth Year	August 1, 2028 - July 31, 2029	\$774.30	August 2028
Fifth Year	August 1, 2029 - July 31, 2030	\$813.02	August 2029

The total budgetary obligation for the five-year period equals \$3,695.93. Execution of the License Agreement renewal will provide continued use of the Southern California Edison parcel for public recreation for an additional five years at the Candleverde Park site.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor and City Clerk to execute the renewal of the License Agreement with the Southern California Edison License Agreement for Candleverde Park for a five-year term to begin August 1, 2025 and terminate July 31, 2030 at a rate of \$3,695.93 throughout the term, as approved to form by the City Attorney.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

CITY OF LAKEWOOD - CANDLEVERDE PARK

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS MATERIALS AND WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAWS AND REGULATIONS
26. GOVERNING LAW
27. INDEMNIFICATION; ASSUMPTION OF RISK; RELEASE
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES/LANDSCAPING

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF LAKEWOOD - CANDLEVERDE PARK, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Number 7174-035-800, situated in the City of Lakewood, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal, and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege, or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy, or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases, and relinquishes any and all right(s) to assert any claim of right, privilege, or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made, and Licensee is not relying on any such representation, covenant, warranty, or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of August, 2025 and ending on the last day of July, 2030. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Six Hundred Sixty-Eight and 87/100 Dollars (\$668.87) upon the execution and delivery of this Agreement with subsequent annual payments as specified below. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	August 1, 2025 - July 31, 2026	\$668.87	August 2025
Second Year	August 1, 2026 - July 31, 2027	\$702.31	August 2026
Third Year	August 1, 2027 - July 31, 2028	\$737.43	August 2027
Fourth Year	August 1, 2028 - July 31, 2029	\$774.30	August 2028
Fifth Year	August 1, 2029 - July 31, 2030	\$813.02	August 2029

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to

Initial (____)/(____/____)
Licensor/Licensee

waive all rights of subrogation against Licensor, its officers, agents, and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property.

Initial (____)/(____/____)
Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes, or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed, or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove or relocate at Licensee's expense, any tree and/or other planting.

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Licensor/Licensee

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames, and poles and 100-foot radius around dead-end tower legs, H-Frames, and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish, and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise, or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County, and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing, and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state, or local laws, rules or regulations pertaining to hazardous, toxic, or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard, or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or

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Licensor/Licensee

shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish, and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment, and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair, and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments, or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

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Licensor/Licensee

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer, or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders, and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend, and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

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Licensor/Licensee

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation, or other rule of any governmental agency applicable to Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

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Licensor/Licensee

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licenser.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licenser shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licenser shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licenser be responsible for the value of Licensee's personal property.

Licenser shall have the right to charge and recover from Licensee all costs and expenses incurred by Licenser related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licenser's initial use of the Property. Licensee agrees to pay such expenses to Licenser upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licenser retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licenser shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licenser of any provision of this Agreement must be in a writing signed by Licenser. No waiver by Licenser of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licenser's consent to or approval

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Licenser/Licensee

of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state, and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title, and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of

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Licensor/Licensee

electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party shall be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties and Permitting
Land Management – Metro Region West
2 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: City Of Lakewood - Candleverde Park
5050 Clark Avenue
Lakewood, CA 90712
Email: vfrost@lakewoodcity.org

Business Telephone No. (562) 866-9771 x2401

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented, or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

Initial (____)/(____/____)
Licensor/Licensee

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

NICOLE LEE ROSENTHAL
Real Estate & Facilities Specialist
Land Management – Metro Region West
Real Properties and Permitting

Date

LICENSEE:

CITY OF LAKEWOOD - CANDLEVERDE PARK

By_____
Todd Rogers, Mayor

Date

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Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval prior to the start of any construction on “Licensor” property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only.
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (____)/(____/____)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better.
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames, and poles

Initial (____)/(____/____)
Licensor/Licensee

- c. 100-foot radius around dead-end tower legs, H-Frames, and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way.
- 5. Suitable identification markers will be required on main controllers and valves.
- 6. Locations of main shut off valve will be provided and shown on a plot plan.
- 7. Underground facilities must have a minimum cover of three feet.
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the "drip line."
- 2. Trees must have slow to moderate growth and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet.
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor.
- 4. Any mounds or change of grade must be approved in writing by Licensor.
- 5. No cactus or thorny shrubs will be permitted.
- 6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor.
- 7. No crushed or freshly laid asphalt will be permitted.

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles

Initial (____)/(____/____)
Licensor/Licensee

- e. Under or within 10 feet of the conductor “drip lines”
- 3. Sewer or gas lines to trailers must be approved in writing by Licensor.
- 4. Location of all electrical and telephone lines must be approved in writing by Licensor.
- 5. Electrical lines must be installed by a licensed -general contractor.
- 6. Trailers shall not be used for residential purposes.
- 7. Toxic or flammable materials will not be permitted in trailers.
- 8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

- 1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
- 2. Licensee must provide Licensor with a list of material stored on the right of way.
- 3. No toxic or flammable materials will be permitted.
- 4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames, and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25 feet from anchors/guy wires, poles, and wood poles
- 5. Storage of materials not to exceed a maximum height of 15 feet.
- 6. No storage of gasoline, diesel or any other type of fuel will be permitted.
- 7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M**PARK USE**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M**TREES/LANDSCAPING**

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish, and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee



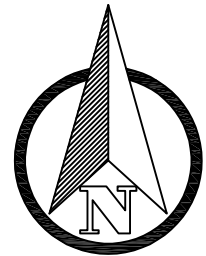
LEGEND

- PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY
- PROPERTY BEING LICENSED TO THE CITY OF LAKEWOOD FOR PUBLIC RECREATION PURPOSES ONLY
- APPROXIMATE TOWER LOCATION
- APPROXIMATE WOOD POLE LOCATION

NOTE:


THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

- a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
- b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.



0 50 150 300
SCALE IN FEET

EXHIBIT "A"

FACILITY NAME: DEL AMO—LAGUNA BELL & ALAMITOS—LIGHTHIPE				LICENSED AREA (GROSS)		SQ.FT.: 93,261		AC.: 2.14		
LICENSEE: CITY OF LAKEWOOD — CANDLEVERDE PARK					CONTRACT NO.: 9.3538			ACCOUNT NO.: N/A		
CITY: LAKEWOOD			COUNTY: LOS ANGELES			STATE: CA		T.G.: 766/D3		M.S.: 047—087
APN.(S): 7174—035—800					SCE DOCUMENT NO.: 56069					
SCE SANDERS MAP: 533884				SCE LAND BOOK: N/A		REF: PLLDA766D31.DWG			 SOUTHERN CALIFORNIA EDISON [*] An EDISON INTERNATIONAL [*] Company	
R.P. LAND AGENT: N. ROSENTHAL		LANDBASE MAPPING: B. YOUNG				CHECKED BY: R. WADDELL				
ORDER NO.: 802225497		NOT. NO.: 204134780		DATE: 3/11/2025		FILE NAME: 9.3538.DWG				



SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL* Company



KEY:

- PP POWER POLE
- SL STREET LIGHT
- BF ABOVE GROUND BACKFLOW PREVENTER
- UWL UNDERGROUND WATER LINE
- WW WATER WELL NO. 13A
- SCE PROPERTY LINE
- PROPERTY/PARCEL LINE
- CHAIN LINK FENCE
- PROPERTY PERIMETER WALL
- TRANSMISSION TOWER & POWER POLE CLEARANCE LINE
- OVERHEAD DRIPLINE
- RETAINING WALL

0 30 60 90 feet
SCALE NOVEMBER 17, 2021



CITY OF LAKEWOOD

CANDLEVERDE PARK
CONTRACT NO. 9.3538

6302 CANDLEWOOD ST
LAKEWOOD, CA 90713

COVERAGE PROVIDER

California Joint Powers Insurance Authority
8081 Moody Street
La Palma CA 90623
www.cjpia.org

Contact Name: Paul Zeglovitch, Claims and Insurance Director
Phone: (562) 467-8786

MEMBER

Lakewood
5050 Clark Avenue
Lakewood, CA 90712-2063
562-964-5806

Chuck Martucci
cmartucci@lakewoodcity.org
562-964-5806

EOC Number 20100630104657003531

THIS IS TO CERTIFY THAT THE MEMBER LISTED ABOVE PARTICIPATES IN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY'S SELF-INSURANCE AND COMMERCIAL INSURANCE PROGRAM WITH THE COVERAGES AND LIMITS LISTED BELOW, SUBJECT TO ALL THE TERMS, DEFINITIONS, EXCLUSIONS, CONDITIONS, AND RESPONSIBILITIES OF THE MEMORANDA OF COVERAGE FOR EACH LINE OF COVERAGE.

COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMORANDA DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDA. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE		MEMORANDUM	COVERAGE EFFECTIVE DATE	LIMITS	
LIABILITY		MOC LP	07/01/24-06/30/26	AGGREGATE	\$1,000,000
X	OCCURRENCE			PRODUCTS-COMP/OP AGG	\$ N/A
X	PERSONAL INJURY			PERSONAL & ADV INJURY	\$1,000,000
X	ERRORS & OMISSIONS			EACH OCCURRENCE	\$1,000,000
X	EMPLOYMENT PRACTICES			FIRE DAMAGE (Any one fire)	\$ N/A
X	SEXUAL ABUSE AND MOLESTATION			MED EXP (Any one person)	\$ N/A
AUTOMOBILE LIABILITY			07/01/24-06/30/26	COMBINED SINGLE LIMIT	\$1,000,000
X	ANY AUTOS			BODILY INJURY (Per person)	\$ N/A
	ALL OWNED AUTOS			BODILY INJURY (Per accident)	\$ N/A
	SCHEDULED AUTOS			PROPERTY DAMAGE	\$ N/A
	HIRED AUTOS				
	NON-OWNED AUTOS				
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			07/01/24-06/30/26	WC LIMITS	\$ STATUTORY
				EMPLOYER'S LIABILITY	\$1,000,000

ADDITIONAL REMARKS

When required by written agreement, the California Joint Powers Insurance Authority agrees to include the **Evidence Holder as an Additional Protected Party** under the Memorandum of Coverage Liability Program, subject to the above-stated limits, but only for "Occurrences" caused by the activity described in the written agreement between the Member and the Evidence Holder for the date(s) and time(s) specified in the written agreement. If the written agreement requires, coverage shall be primary and non-contributory. If the written agreement requires, subrogation is waived.

EVIDENCE HOLDER

Southern California Edison
2 Innovative Way, 2nd Floor, 275B
Pomona, CA 91768
Aaron Johnson

626-302-4120

CANCELLATION

The California JPIA will endeavor to provide at least thirty (30) days notice of any cancellation of coverage or reduction in coverage limits to the Evidence Holder.



AUTHORIZED REPRESENTATIVE, Paul Zeglovitch

California Joint Powers Insurance Authority is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the California Government Code.

ADDITIONAL PROTECTED PARTY

Southern California Edison

ADDITIONAL COVERAGE NOTES

Agreement between Lakewood RCS and SCE - Candleverde Park Prop. #PLADA766031

Please see license agreement index- Account# 9000000003538 (formerly Account No. 1808)

Recurring EOC for 16-17 issued on 07/06/2016 Recurring EOC 16-17 issued on 07/12/2016 Recurring EOC 16-17 issued on 07/12/2016 Recurring EOC 17-18 issued on 07/03/2017 Recurring EOC 18-19 issued on 05/07/2018 Recurring EOC for 19-20 issued on 07/03/2019 Recurring EOC 19-20 issued

on 03/11/2020 Recurring EOC for 19-20 issued on 05/07/2020 Recurring EOC for 20-21 issued on 06/30/2020 Recurring EOC for 21-22 issued on 06/16/2021 Recurring EOC for 22-23 issued on 02/24/2022

CC LIST

Chuck Martucci, cmartucci@lakewoodcity.org

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Amendment to the Agreement for HVAC and Refrigeration Maintenance and Repair Services with Southland Industries

INTRODUCTION

The Public Works department supplements its maintenance operations by utilizing contractors to provide routine citywide HVAC and refrigeration maintenance and repairs services. On November 14, 2023, City Council authorized a contract with Southland Industries for HVAC and refrigeration preventative maintenance. Staff recommends the agreement be amended.

STATEMENT OF FACT

Southland has successfully provided HVAC and refrigeration system maintenance and repairs. The scope of work includes inspection, repair, and maintenance of heating and cooling equipment and refrigeration at 15 different City properties consisting of 22 City buildings. Much of our HVAC and refrigeration systems need preventative maintenance in order to keep them running efficiently and extend their useful life. In addition, the City needs to be able to respond to mechanical equipment failures for assessment and repair quickly, in order to not interrupt operations at many of our sites. As equipment ages, staff expects the need to replace critical HVAC components, such as compressors, blower fans, etc. Due to high use, it is difficult to determine when components will fail, however, regular scheduled maintenance and inspections can identify problems with components before critical equipment failure.

Southland Industries successfully maintains the HVAC and refrigeration equipment in a cost-effective manner, evaluates the city's HVAC and refrigeration systems for repairs and replacement, and performs the necessary repairs upon specific authorization. The annual maintenance cost is affected by new state or federal regulations, increased operating costs, and labor costs to keep the kind of quality technicians that the City expects. As such, Southland has submitted a revised proposal for HVAC maintenance in the amount of \$72,919 per year paid quarterly at \$18,229.75 resulting in a total annual increase of \$2,945 from last year.

Southland's agreement also includes an allowance for repairs and replacement parts and components for the refrigeration and HVAC systems to prevent overload, reduce energy consumption, and employee or client discomfort and to reduce administrative costs in the amount not-to-exceed \$177,081. In recent fiscal years, City Hall and the Centre have had several service calls for repairs to keep the equipment operating, utilizing a large portion of the contracted amount for service repairs. The HVAC equipment at these sites will be replaced in a larger, more-comprehensive CIP project that is anticipated to complete in FY 26/27. To allow for the City to quickly respond to equipment failures, critical component failures, and provide necessary repairs, staff recommends authorizing a service and repair agreement with Southland Industries for a total not-to-exceed amount of a

Approval of Amendment to the Agreement for HVAC and Refrigeration Maintenance and Repair
Services with Southland Industries

June 10, 2025

Page 2

\$250,000 a year. The total not-to-exceed limit on the contract has not increased.

RECOMMENDATION

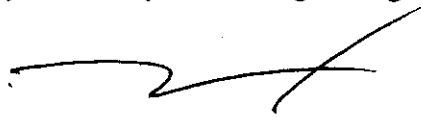
Staff recommends that the City Council:

1. Approve the amendment to the HVAC and Refrigeration maintenance service agreement with Southland Industries for a one-year period ending June 30, 2026, in an amount not to exceed \$250,000 per year, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager



RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF LAKEWOOD AND AND SOUTHLAND INDUSTRIES

The Agreement dated November 14, 2023, as amended, is further hereby amended as follows:

Revise Section 1 SCOPE OF SERVICES to read, SERVICE PROVIDER agrees to provide to CITY at his own cost and expense when requested by CITY those services set forth on Exhibit A attached hereto and made a part hereof. The undersigned agree to amend the service fee contained in Exhibit A of said Agreement to establish new rates based on the attached proposal dated May 2025.”

Add paragraph to Section 2, Compensation for Services, to read “The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate or fee adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect.”

Revise Section 5 Term, to read “the undersigned agree to extend the Agreement for HVAC and refrigeration maintenance and repair services identified in said Agreement, under the same terms and conditions for one year commencing July 1, 2025, and ending June 30, 2026, and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided.”

The Agreement of November 14, 2023, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

SOUTHLAND INDUSTRIES

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

Proposal #: TM5584887

Date: May 15th, 2025

By and between:

CONTRACTOR

Tyler Meinecke, Service Account Manager

Southland Industries

12131 Western Ave

Garden Grove, CA 92841

tmeinecke@southlandind.com

714-980-3078

CLIENT

Kelli Pickler, Dir. Of Public Works

City of Lakewood

5050 Clark Avenue

Lakewood, CA 90712

kpickler@lakewoodcity.org

562-866-9771 X2501

Southland Industries will provide the services in accordance with the schedules, terms, and conditions on the pages, which are attached and listed below for the City of Lakewood, CA at various locations included within this proposal.

Type of Service: HVAC Preventative Maintenance Program

Agreement coverage will begin on **July 1st, 2025**. The agreement price is **\$72,919.00** per year, to be paid at **\$18,229.75** per **quarter** in advance beginning on acceptance of this agreement. Please note, the agreement price broken out separately per tower is below:

Schedules Included:

<input checked="" type="checkbox"/> 1 – Mechanical HVAC Program & Services	<input checked="" type="checkbox"/> 4- Building Automation Services
<input checked="" type="checkbox"/> 2 – Filter & Belt Program	<input checked="" type="checkbox"/> 5- Emergency Service Protocol
<input type="checkbox"/> 3 – Water Treatment & Services	<input checked="" type="checkbox"/> 6- Inventory of Equipment & Tasking

The coverage included in this agreement, including terms, conditions and schedules attached will constitute the entire agreement between us. This agreement is the property of contractor and is provided for the client's use only. This agreement is subject to management approval by contractor. No waiver, change, or modification of any terms or conditions shall be binding on contractor unless made in writing and signed by authorized management of contractor.

This annual agreement shall continue in effect from year to year, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary.

CONTRACTOR

CLIENT

By: Tyler Meinecke

Name

Service Account Manager

Title

5/15/2025

Date

By: _____

Authorized Representative

Name / Title

Date



Executive Summary

The purpose of this Preventative Maintenance Program Proposal is to provide the client with a flexible service program that will provide short and long-term support to ensure your facilities operate at peak efficiency with minimum interruptions. We understand that safety is of the upmost importance for occupants of the facility and that the HVAC systems play a large role in the indoor air quality. This maintenance program will provide consistent support to client and the onsite facility teams to ensure that a proactive approach is adopted for overall facility health and long-term planning.

Southland Industries' Goals and Commitments

Above all else, to fully incorporate Southland's culture and core values into our partnership with the client staff. Whether by accident or design every company has created a culture by which it operates. Culture is a critical piece to an organization because it creates the standards for success and actions. The attitudes and behavior characteristics of the organization determine the bases for approaching clients and their solutions. In other words, culture is the heartbeat of the company and determines how we operate and the employees' behaviors and attitudes. Southland's values are built around this culture we have create and are what we truly live by.



People - we provide significant opportunities for personal and professional growth and a work environment that is progressive, exciting, supportive, and fun.



Integrity - we act with unyielding ethics and honesty and inspire trust by doing the right things, saying what we mean, and meeting our commitments.



Collaboration - we work together as one team to ensure that our actions and decisions are in the best interest of our customers, partners, employees, and company.



Accountability - we choose to rise above our circumstances and take the necessary ownership to achieve our desired objectives for ourselves, our customers, and each other.



Safety - we steadfastly protect the health and well-being of our employees, as well as those affected by our work.



Innovation - we think creatively and pursue continuous improvement to generate opportunities and provide inspired, visionary solutions for our customers.



Sustainability - we responsibly conserve our natural resources and seek ways to eliminate waste from everything that we do.



Approach to Maintenance

Southland Industries takes a tried-and-proven proactive approach to maintenance called ***preventative maintenance***.

Our maintenance focus is the same as our clients: to have the mechanical and automation systems running efficiently with few failures or unscheduled shutdowns. This proactive method results in lower operating costs and lower unscheduled downtime.

Reactive programs are those maintenance practices whereby owners react to a surprise system failure. Reactive programs generally increase repair costs and the direct result is loss of production, increased energy costs, and budgeting issues.

Based on equipment trends, Southland Industries will make recommendations on equipment in the early stages of predictive failure. These predictions will allow Southland Industries to schedule repair shutdowns at times that do not conflict with our client's core business

Communication

Communication is an integral part of any service program. Southland Industries believes wholeheartedly in this concept and knows it begins with the Southland Industries service technician. Our service technician takes the lead in communicating all of the data to the appropriate people, namely to your dedicated Facility Manager. Southland Industries uses several forms of documentation to maintain consistent communication.

Documentation and Reporting

Southland Industries deploys a Mobile Tech System, which documents our responsibilities for preventive maintenance, equipment lists, schedules, reports, and other critical maintenance items. The benefit of keeping an electronic log is to assure a standardization of procedures for your facility. This guarantees the coordination and prioritization of service procedures for your listed equipment and thus, a management tool for our customers to review with their owners and/or peers. All information is maintained within Southland's servers as well as emailed to our clients at the end of the maintenance service, service call, or completion of a project.

Service Training

Southland Industries believes in training for all of our employees. Southland's field technicians receive factory training through various manufacturer's including, but not limited to, Trane, Carrier, Mitsubishi, Delta Controls, and Distech Controls. Southland maintains memberships in various organizations, including CCFC, CASH, CSHE, ISPE, ASHRAE, DBIA, IFMA, and CMAA. By attending the various tradeshow and courses put out by these organizations, Southland is able to keep abreast of the latest technology and/or regulation changes.

The training does not stop with our Southland staff. We extend regular training to our clients based off the new trends in the industry, updates to our product lines, and improvements made to your buildings' systems.



City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

CITY OF LAKEWOOD 2025-26 Maintenance Program

The maintenance program described below has been designed to provide you, the client, consistent and efficient support to significantly reduce the costs of blanket maintenance programs, while still delivering the highest quality maintenance and customer service. This program will be planned, scheduled, managed, monitored, and enhanced by Southland throughout the term of this agreement in collaboration with your team and facility needs.

Preventative Maintenance and Predictive Maintenance

This agreement includes labor to perform preventative maintenance on the equipment included in the attached schedules.

Maintenance intervals for systems and equipment are determined by run time, system use, application, location, and manufacturer's recommendations. This information, along with our years of practical experience in engineering, construction, and service, assures that the client receives the industry's most cost-effective maintenance program.

Service Visit Scheduling

The calendar schedule(s) below reflects Southland's intended maintenance service visits broken out by type of equipment and type of service. Before each scheduled month, a Service Dispatch team member will confirm with you dates and times our technicians will be on site.

Test and Inspection

This agreement includes all labor to visually inspect and search for worn, failed and/or doubtful parts. Southland will visually check coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, heat exchangers, etc. as per the manufacturer's recommendations. Southland will make recommendations to the client of any necessary replacements and/or adjustments.

Start												
LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Arbor Yard			ANN			OP			OP			OP
Biscailuz Park			ANN			OP			OP			OP
Bloomfield Park Community Center			ANN			OP			OP			OP
Bolivar Park			ANN			OP			OP			OP
Lakewood City Hall			ANN			OP			OP			OP
Del Valle Park			ANN			OP			OP			OP
George Nye Library (removed)												
Mae Boyar Park Activity Building			ANN			OP			OP			OP
Mayfair Park Community Center			ANN			OP			OP			OP
Monte Verde Park			ANN			OP			OP			OP
Nixon Yard			ANN			OP			OP			OP
Palms Park Community Center			ANN			OP			OP			OP
San Martin Park			ANN			OP			OP			OP
The Centre			ANN			OP			OP			OP
US Post Office			ANN			OP			OP			OP
Weingart Senior Center			ANN			OP			OP			OP
William Burns Community Center			ANN			OP			OP			OP

ANN	=	Annual Inspection
OP	=	Quarterly Inspection

Schedule 1 – Mechanical HVAC Program & Services**Southland will provide the following services:**

- One (1) Annual or Semi-Annual maintenance service on all equipment listed in Schedule 6 “Inventory of Equipment & Tasking.”
- Three (3) Operational maintenance services on all equipment listed in Schedule 6 “Inventory of Equipment & Tasking” for a total of four (4) service inspections per year (including the Annual Service).
- Four (4) quarterly pre-filter changes for all eligible equipment listed in Schedule 6 “Inventory of Equipment & Tasking”. Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland*
- One (1) annual final filter change for all eligible equipment in Schedule 6 “Inventory of Equipment & Tasking”. Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland*
- After each service is performed, a task log documenting services completed with photo documentation and any recommended repairs will be provided.
- This agreement includes normal consumable materials and supplies, such as lubricants, grease, towels/rags, wire nuts, cleaning solutions, oil, and clean-up materials.
- Dedicated Account Manager to ensure Southland is providing the highest level of service
- Work to be performed on weekdays during normal business hours.
- 24 Hour emergency service is provided.
- Access to Southland’s wide range of services, including Building Automation, Mechanical, Technology Integration, Energy, Sheet Metal Fabrication, Design/Build, and many more.

Schedule 2 – Filter & Belt Program
Southland will provide the following services:

This agreement **includes** procurement and replacement of belts and filters with the following specifications:

- Four (4) quarterly pre-filter changes for all eligible equipment listed in Schedule 6 “Inventory of Equipment & Tasking”. Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland.*
- One (1) annual final filter change for all eligible equipment in Schedule 6 “Inventory of Equipment & Tasking”. Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland*

Location	BELT SIZE
Biscailuz Park	DD
Arbor Yard	(1) 4L220
Arbor Yard	(2) 4L250
Arbor Yard	
The Centre	(3) A33
The Centre	(1) 4L190
The Centre	(1) AX62
The Centre	(1) A53
The Centre	(2) BX75
The Centre	(4) B80
The Centre	(1) A46
Post Office	(6) AX51
Post Office	(1) AX44
Post Office	(1) 4L220
Post Office	

City Hall	(2) BX105
City Hall	(1) 4L200
City Hall	(2) B46
City Hall	(2) B55
City Hall	(2) BX75
City Hall	(2) BX66
Palms	(6) A45
Palms	(2) 4L250
Palms	(1) A30
Nixon Yard	(2) B50
Nixon Yard	
Nixon Yard	
Nixon Yard	
Del Valle Park	(1) A46
Del Valle Park	(1) B62
Del Valle Park	(1) B68
Del Valle Park	
Del Valle Park	
Monte Verde Park	
Mae Boyar Park	(1) 4L430
Mae Boyar Park	(1) 4L420
Mae Boyar Park	
Bloomfield Park	
Bloomfield Park	
Bloomfield Park	
George Nye Library (removed)	
Bolivar Park	(1) A54
Bolivar Park	(1) 4L220

Weingart	(2) A36
Weingart	(1) A40
Weingart	(2) B47
Weingart	(1) A45
Weingart	(2) BX48
Mayfair Park	(5) A48
Mayfair Park	(1) A38
Mayfair Park	(1) A22
Mayfair Park	(2) A39
Mayfair Park	(3) 4L220
Mayfair Park	(3) 4L210
San Martin Park	BX55

Schedule 3 - Water Treatment & Services

Southland Industries will provide the following services:

This agreement **excludes** water treatment services.

Schedule 4 - Building Automation Services

Southland Industries will provide the following services:

This agreement **includes** building automation services for the following buildings:

City Hall

Weingart Senior Center

Schedule 5 – Emergency Services

Emergency Service Protocol:

24 Hour Emergency Service

Southland provides emergency service 24 hours a day, 7 days per week, and 365 days per year. To access Southland's emergency service please refer to the following procedure. These are our current contract service rates, amended for the City of Lakewood. These rates are subject to adjustment at renewal period. Current rates do not reflect updated holiday rates and vehicle charge, which will be provided at renewal.

- Normal Office Hours – 7:00 a.m.–4:00 p.m. Please dial (714) 657-1695. Should you need to email, please use servicedispatch@southlandind.com
- Technician response time within four (4) hours of placing a service call, upon request.
- For service outside of Southland's normal offices hours (4:00 p.m.–7:00 a.m), please dial Southland's 24-hour emergency service number at (714) 657-1695. You will be asked to provide your name, company name, phone number and a short description of the emergency. The 24-hour service representative will contact the assigned service technician and have them call you directly to respond to your emergency.

Preferred Maintenance Agreement Client **Mechanical** T&M Rates*

2-hour minimum for normal business days, 4-hour minimum for over time or holidays

Straight time (M-F 7:00 a.m.–4:00 p.m)	\$160.00 per hour
Over time (M-F 4:00 p.m.–7:00 a.m, Saturday & Sunday)	\$240.00 per hour
Holidays	\$320.00 per hour
Vehicle Charge	\$75.00 per truck per day

Preferred Maintenance Agreement Client **Controls** T&M Rates*

2-hour minimum for normal business days, 4-hour minimum for over time or holidays

Straight time (M-F 7:00 a.m.–4:00 p.m)	\$185.00 per hour
Over time (M-F 4:00 p.m.–7:00 a.m, Saturday & Sunday)	\$277.50 per hour
Holidays	\$370.00 per hour
Vehicle Charge	\$75.00 per truck per day

*T&M labor rates are subject to change based upon Union negotiations and Southland's field operating costs.

24 Hour Service Hotline: (714) 657-1695

Schedule 6 – Inventory of Equipment & Tasking

Location	Asset Code	Asset Type	Manufacturer	Model	Serial No.	Physical Location
Arbor Yard	AY-B0002-ICE-1	ICE	HOSHIZAKA			
	AY-B0001-PTAC-3	PKG-HP	COMFORT AIR	RH-123A-2	1167949 Rev B	Plumbing Shop
	AY-B0002-AD-1	AIRSPRTR				B0002
	AY-B0002-CU-2	SS-CU	CARRIER	38MVC018-301	3313V02022	
	AY-B0002-EF-1	FAN-EF	EXIT AIR			
	AY-B0002-EF-2	FAN-EF	EXIT AIR	CX1518-2		
	AY-B0002-EVAP-1	SS-EVAP	CARRIER	40MVC018-301	3313V00899	
	AY-B0002-PKG-1	PKG-GAS	CARRIER	48SS-036060531AA	1798G11023	
	AY-B0002-PKG-2	PKG-GAS	CARRIER	48SS-036060531AA	1798G11022	
	AY-B0002-PKG-3	PKG-GAS	CARRIER	48SS-030040521AA	0298G10818	
	AY-B0003-CU-1	SS-CU	Samsung	UQ09A2VA	P1AN800102	Electrical Shop
	AY-B0003-EF-3	FAN-EF	CENTRIMASTER			Electrical Shop
	AY-B0003-EVAP-2	SS-EVAP	SAMSUNG	AQ09A2VA	P2IN6000098	Electrical Shop
	AY-B0003-PTAC-1	PKG-HP	COMFORT AIR	RAD-183A	703TA000017	Electrical Shop
	AY-B0003-PTAC-2	PKG-HP	FRIDGAIR	FFRE1233U1E	HKBD414035	Electrical Shop
	AY-B0004-EF-4	FAN-EF	GREENHECK	GB-101-4-X	12657951-1111	Print Shop
	AY-B0004-PKG-4	PKG-HP	CARRIER	50NQ030	S4092C08103	Print Shop

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	AY-B0004-PKG-5	PKG-HP	CARRIER	50NQ048	S4092C08100	Print Shop
	AY-B0004-PKG-6	PKG-HP	CARRIER	50NQ048	S4092C08101	Print Shop
Biscailuz Park	BSP-B0005-FRNC-1	DUCTFRNC	CARRIER	58STX090	1106A30549	
Bloomfield Park	BPCC-B0007-CU-1	SS-CU	CARRIER	38ARD012-601	1807G20087	
	BPCC-B0007-CU-2	SS-CU	PAYNE	PA13NR030-C	2806X65148	
	BPCC-B0007-EVAP-1	SS-EVAP	CARRIER	PT3436-C142AP	7107F11886	
	BPCC-B0007-EVAP-2	SS-EVAP	CARRIER	58STX110-12122	2906A29985	
	BPCC-B0007-FRNC-1	DUCTFRNC	CARRIER	58STX110-12122	2906A30072	
	BPCC-B0007-PKG-1	PKG-GAS	CARRIER	48??036060301	1202G31160	
Bolivar Park	BPCB-B0036-EF-1	FAN-EF				Control Building
	BPCB-B0036-FRNC-1	DUCTFRNC	CARRIER	58WAV111-20	1696A08261	Control Building
	BPCB-B0036-PKG-1	PKG-HP	LG	LW1516ERY7	705TAHQAD657	Control Building
	BPPB-B0037-ECOL-1	EVAP		4101SD/N40S	CC1061148	Pool Building
	BPPB-B0037-EF-2	FAN-EF	LOREN COOK			Pool Building
Burns Community Ctr	WBCC-B0041-CU-4	SS-CU	Carrier	25HHA424A300	0218X34112	Roof
	WBCC-B0041-CU-5	COND	Carrier	38MGRQ24C-3	3220V16531	Lower roof
	WBCC-B0041-EVAP-3	SS-EVAP	Carrier	40MKQB34C-301	3417V00354	Lobby
	WBCC-B0041-EVAP-4	SS-EVAP	Carrier	40MKCB28B-401	3417V01339	Elevator room

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	WBCC-B0041-EVAP-5	SS-EVAP	Carrier	40MAQb12B	1620V18680	Kitchen
	WBCC-B0041-RIFRZ-2	FREEZER	2 door REACH IN FREEZER			
	WBCC-B0041-RIFRZ-3	FREEZER	REACH IN FREEZER			
	WBCC-B0041-WICOOL-1	COOLER-WI	WALK IN COOLER			
	WBCC-B0041-WIFRZ-1	FREZR-WI	WALK IN FREEZER			
	WBCC-B0041-CU-1	SS-CU	BASX		0218X34112	On ground
	WBCC-B0041-CU-2	SS-CU	BASX			Outside building
	WBCC-B0041-CU-3	SS-CU	Carrier	24AHA430A300	2817X45485	Roof
	WBCC-B0041-EF-1	FAN-EF		G-085-D6EX-Q0	2603263	
	WBCC-B0041-EVAP-1	SS-EVAP	BASX		17051	Roof
	WBCC-B0041-EVAP-2	SS-EVAP	BASX		17051	Roof
	WBCC-B0041-RICOOL-1	REFRIGERATOR	Blue Air	BSR23T		Kitchen
	WBCC-B0041-RICOOL-2	REFRIGERATOR	4 Door REACH IN COOLER			
	WBCC-B0041-RIFRZ-1	FREEZER	Electrolux	FGVU21F8QFC	WB93161662	
City Hall	CH-B0010-AHU-1	AHU	LENNOX	B3-305-1 FW	5483J04537	
	CH-B0010-AHU-2	AHU	LENNOX	B3-305-1 FW	5483J04531	
	CH-B0010-WMHP-1	BARD UNIT	BARD	W36HB-A05MP4XXX	278L223998463-02	Trailer

Added
2025-26

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	CH-B0010-WMHP-2	BARD UNIT	BARD	W36HB-A05MP4XXX	278L223998442-02	Trailer	Added 2025-26
	CH-B0010-BHW-1	BOILER-HW	LOCHINVAR	FTX725N	1.81E+12		
	CH-B0010-CH-1	CHILLER-WC	TRANE	RTWA0304XE03C3D2WENT	01M02640		
	CH-B0010-CT-1	CT	RECOLD	JT-2565	98907		
	CH-B0010-CU-1	SS-CU	LIEBERT	CSF104-Z	0944C242308		
	CH-B0010-CU-2	SS-CU	LIEBERT	CSF104-Z	0944C24307		
	CH-B0010-CU-3	SS-CU	LIEBERT	CSF104-Z	0944C24304		
	CH-B0010-FAN-EF-1	FAN-EF	GREENHECK	GB-100-LMDX-QD-22	00B17543	Roof	
	CH-B0010-PKG-1	PKG-HP	Frigidaire	FFRE053WAE1	KK94626909	Telephone Equipment	
	CH-B0011-CTRLS-1	CTRLS-DDC					
George Nye Library (REMOVED – 2025-26)	GNY-B0016-EF-1	FAN-EF					REMOVED 2025-26
	GNY-B0016-PKG-1	PKG-HP	CARRIER	48TJD014-501GA	4694G30445		REMOVED 2025-26
	GNY-B0016-PKG-2	PKG-HP	CARRIER	48TJD014-501GA	4694G30446		REMOVED 2025-26
Mae Boyar Park	MBPAB-B0015-CU-1	SS-CU	CARRIER	24AHA460050010	1523 X 76284		
	MBPAB-B0015-CU-2	SS-CU	YORK	YCHD36S43S1A	WOM8469819 (4 Ton)		
	MBPAB-B0015-CU-3	SS-CU	YORK	TCHD48S43S3A	W1E6565539 (5 Ton)		
	MBPAB-B0015-EF-1	FAN-EF	DELHI	Delhi 210			
	MBPAB-B0015-EF-2	FAN-EF	DELHI	Delhi 210			
	MBPAB-B0015-EVAP-1	SS-EVAP	YORK	TP9120D20MP11A	WOD9693122		
	MBPAB-B0015-EVAP-2	SS-EVAP	YORK	YP9C060B12MP11A	WOC9673063		

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	MBPAB-B0015-EVAP-3	SS-EVAP	YORK	YP9C080C16MP11A	WOD9734503	
	MBPAB-B0015-RICOOOL-1	REFRIGERATOR	TRAULSEN			
	MBPAB-B0015-RIFRZ-1	FREEZER	TRAULSEN	G12010	T27651J09	
Mayfair Park Community Center	MPCC-B0018-RICOOOL-2	REFRIGERATOR	TURBO AIR			Community Center
	MPCC-B0018-EF-2	FAN-EF	LOREN COOK	120 ACEB	138SE87881-00/0003601	Community Center
	MPCC-B0018-EF-3	FAN-EF	LOREN COOK	120 ACEB	138SE87881-00/0005602	Community Center
	MPCC-B0018-EF-5	FAN-EF	CARNESS			Community Center
	MPCC-B0018-PKG-1	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A057	1413G40045	Community Center
	MPCC-B0018-PKG-2	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0		Community Center
	MPCC-B0018-PKG-3	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0	0913G30110	Community Center
	MPCC-B0018-PKG-4	PKG-GAS	CARRIER	48HCLA06A2A6A0A0A0	1613C80620	Community Center
	MPCC-B0018-PKG-5	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0	0913G30113	Community Center
	MPCC-B0018-PKG-6	PKG-GAS	CARRIER	48HCLA06A2A6A0A0A0	2013C83708	Community Center
	MPCC-B0018-PKG-7	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0	0913G30114	Community Center
	MPCC-B0018-RICOOOL-1	REFRIGERATOR	TRAULSEN			Community Center
	MPCC-B0018-RIFRZ-1	FREEZER	TRAULSEN			Community Center

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	MPCCPB-B0020-EF-1	FAN-EF	LOREN COOK			Pool Building
	MPCCPB-B0020-EF-4	FAN-EF	LOREN COOK	100 ACEB	138SE87881-00/0000768	Pool Building
	MPCCPB-B0020-FRNC-1	UH	REZNOR	RPB-125		Pool Building
	MPCCPB-B0020-FRNC-2	UH	REZNOR	RPB-125		Pool Building
	MPCCPB-B0020-PKG-8	PKG-GAS	CARRIER	48HCDD09A2A6A0A0A0	4113P31723	Pool Building
	MPCCPB-B0020-PKG-9	PKG-GAS	CARRIER	48HCLA05A6A0A0A0	2213C84362	Pool Building
Monte Verde Park	MVP-B0022-ICE-1	ICE				
	MVP-B0022-CU-1	SS-CU	CARRIER	38HDC060321	1200X99285	
	MVP-B0022-CU-2	SS-CU	CARRIER	38HDC060321	0201X99284	
	MVP-B0022-EF-1	FAN-EF	GREENHECK			
	MVP-B0022-EF-2	FAN-EF				
	MVP-B0022-EVAP-1	SS-EVAP		58UXT100-12120	3000A69340	
	MVP-B0022-EVAP-2	SS-EVAP		58UXT100-12120	3000A69321	
	MVP-B0022-RICOOL-1	REFRIGERATOR	TRAULSEN			
	MVP-B0022-RIFRZ-1	FREEZER	TRAULSEN			
Nixon Yard	NYB-B0024-EF-1	FAN-EF				Building B
	NYD-B0026-EF-2	FAN-EF				Building D
	NYA-B0023-CU-1	SS-CU	RHEEM	RPKA-060JAS	4986M09934227	Building A
	NYA-B0023-EVAP-3	SS-EVAP	RHEEM	60MAX0-93	FC443957-594650	Building A

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	NYB-B0024-CU-2	SS-CU	RHEEM	RP1560AJINA	W281632117	Building B
	NYB-B0024-EVAP-4	SS-EVAP	RHEEM	RH1T6024STANJA		Building B
	NYC-B0025-CU-3	SS-CU	RHEEM	RP1436AJINA	W111625664	Building C
	NYC-B0025-EF-3	FAN-EF				Building C
	NYC-B0025-EF-4	FAN-EF				Building C
	NYC-B0025-EVAP-1	SS-EVAP	RHEEM	RH1T3617STANJA		Building C
	NYD-B0026-CU-4	SS-CU	YORK	THE36B32S	W2B4150522	Building D
	NYD-B0026-EVAP-2	SS-EVAP	YORK	AM360BT	7124A11771	Building D
	NYD-B0026-PKG-1	PKG-HP	RHEEM	RPDC-101CLA	5044-G259601102	Building D
	NYD-B0026-PKG-2	PKG-HP	RHEEM	RPDC-101CLA	5044-G299601267	Building D
	PPCC-B0029-FRZC-1	FREEZER				
Palms Park Community Ctr	PPCC-B0029-EF-1	FAN-EF				
	PPCC-B0029-EF-2	FAN-EF	EXIT AIR			
	PPCC-B0029-EF-3	FAN-EF	EXIT AIR			
	PPCC-B0029-PKG-1	PKG-HP	TRANE	WCD090C300BA		
	PPCC-B0029-PKG-2	PKG-HP	TRANE	WCD090C300BA	H35142370D	
	PPCC-B0029-PKG-3	PKG-HP	TRANE	WCD036C300BA	H351425B7D	
	PPCC-B0029-PKG-4	PKG-HP	TRANE	WCD090C300BA	H29142910D	
	PPCC-B0029-PKG-5	PKG-HP	TRANE	WCD036C300BA	H351422540	
	PPCC-B0029-PKG-6	PKG-HP	TRANE	WCD075C300BA	H31142350D	

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	PPCC-B0029-PKG-7	PKG-HP	TRANE	WCD075C300BA	H30142890D	
	PPCC-B0029-PKG-8	PKG-HP	TRANE	WCD090C300BA	H291429110	
	PPCC-B0029-PKG-9	PKG-HP	TRANE	WCD075C300BA	H31142129D	
	PPCC-B0029-RICOOL-1	REFRIGERATOR	TRAULSEN			
	PPCC-B0029-RIFRZ-1	FREEZER	TRAULSEN			
San Martin Park	SMPCB-B0034-EF-1	FAN-EF				Control Building
	SMPCB-B0034-FRNC-1	DUCTFRNC	CARRIER	58WAV111-20	1696A08262	Control Building
	SMPCB-B0034-PKG-1	PKG-HP	LG	LW1516ERY7	711TASWFD062	Control Building
The Centre	LIEBERT CONDENSER	SPLT-DX-CLG	LIEBERT	NA	NA	Condenser on roof
	CENT-B0011-DSHW-1	DISHW	DISH MACHINE			
	CENT-B0011-ICE-2	ICE				
	CENT-B0011-ICE-3	ICE				
	CENT-B0011-ICE-4	ICE				
	CENT-B0011-RICOOL-1	REFRIGERATOR	PERLICK	C5064E-UL	271519	
	CENT-B0011-RIFRZ-1	FREEZER	KRATOS	69K-773HC	90741751	
	CENT-B0011-VAV-1	VAV				
	CENT-B0011-VAV-2	VAV				

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CENT-B0011-WICOOL-3	COOLER-WI				
CENT-B0011-WIFRZ-1	FREZR-WI	BOHN	B2T025LGC	T09801978	Roof
CENT-B0011-WIFRZ-3	FREZR-WI				
CENT-B0011-WIFRZ-4	FREZR-WI				
CENT-B0011-COMP-1	COMPBU	NOT LEGIBLE	NOT LEGIBLE	1030N201054	
CENT-B0011-CU-1	SS-CU	MITSUBISHI	MUY-D36NA-1	3002403T	Roof
CENT-B0011-CU-2	SS-CU	CARRIER	38HDC036621	1301X03335	
CENT-B0011-CU-3	SS-CU	CARRIER	38HDC048621	3001X14342	
CENT-B0011-EF-1	FAN-EF	LOREN COOK	36 VCR 365VCR/B	138S933952-00/0000701	Roof
CENT-B0011-EF-2	FAN-EF	LOREN COOK	80 ACE 80ACE B	138SC76482-00/000480G	
CENT-B0011-EVAP-1	SS-EVAP	MITSUBISHI	MSY-D36NA-8	3002403	Cable TV Server Room
CENT-B0011-EVAP-2	SS-EVAP	UNITED COOLAIR	EMA3G4AS05	20472	Hallway above ceiling
CENT-B0011-EVAP-3	SS-EVAP	UNITED COOLAIR	EMA4G4AS05	20473	Hallway above ceiling
CENT-B0011-ICE-1	ICE	HOSHIZAKA	KM-1340MAH	A12410J	
CENT-B0011-PKG-1	PKG-GAS		48PGDM08-A60	3410G50020	Roof
CENT-B0011-PKG-2	PKG-GAS		50HJ0123-641DA	4098G30667	Roof
CENT-B0011-PKG-3	PKG-GAS	LENNOX	LCC360H4VN2G	5610J07534	
CENT-B0011-PKG-4	PKG-GAS	LENNOX	LCC360H4VN2G	5610J07535	Roof

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	CENT-B0011-PKG-5	PKG-GAS	LENNOX	LCH480H4VN1G	5610K00002	
	CENT-B0011-PKG-6	PKG-GAS	LENNOX	LCH480H4VN1G	5610K00001	
	CENT-B0011-RICOOL-2	REFRIGERATOR	Kratos	69K-773HC	90741751	
	CENT-B0011-RICOOL-3	REFRIGERATOR	PERLICK	C506E-UL	271519	
	CENT-B0011-WICOOL-1	COOLER-WI	BOHN	BHT025X6C	TO9801979	Roof
	CENT-B0011-WICOOL-2	COOLER-WI				
	CENT-B0011-WIFRZ-2	FREZR-WI	HEATCRAFT	LET090BEK	T09B06104	
US Post Office	PO-B0032-CU-1	SS-CU	CARRIER	38YCB030-301	38YCB030-3015	
	PO-B0032-EF-1	FAN-EF	FANTEC	58DD13DB	65075001	
	PO-B0032-PKG-1	PKG-GAS	TRANE	YCD102C4L0AA	K31102005D	
	PO-B0032-PKG-2	PKG-GAS	TRANE	YCD102C4L0AA	K391023400	
	PO-B0032-PKG-3	PKG-GAS	TRANE	YCD0102C4L0AA	K34102380D	
	PO-B0032-PKG-4	PKG-GAS	TRANE	YCD102C4L0AA	K341023790	
	PO-B0032-PKG-5	PKG-GAS	TRANE	YCD102C4L0AA	K341032480	
	PO-B0032-PKG-6	PKG-GAS	TRANE	YCD102C4L0AA	K35100475D	
	PO-B0032-PKG-7	PKG-GAS	TRANE	YCD102C4L0AA		
Weingart Senior Ctr	WSC-B0040-EF-1	FAN-EF	LOREN COOK	180LPB	138S645488-01/0000701	
	WSC-B0040-EF-2	FAN-EF	LOREN COOK	120 ACEB	138S894662-00/0005019	
	WSC-B0040-PKG-1	PKG-GAS	CARRIER	48HJL005-551	2506G10410	
	WSC-B0040-PKG-2	PKG-GAS	CARRIER	48HJL006-541	2906G30434	

City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

	WSC-B0040-PKG-3	PKG-GAS	CARRIER	48TMD028-511AA	3706U22898	
	WSC-B0040-PKG-4	PKG-GAS	CARRIER	48LHEOO8500	3088H65115	
	WSC-B0040-PKG-5	PKG-GAS	CARRIER	48HJD014-561	2406G40800	
	WSC-B0040-PKG-6	PKG-GAS	CARRIER	48HJD014-561	2506G11525	
	WSC-B0040-PKG-7	PKG-GAS	CARRIER	48HJM004-541	2406G20490	
	WSC-B0040-PKG-8	PKG-GAS	CARRIER	48LH006		
	WSC-B0040-RICOOL-1	REFRIGERATOR	TRAULSEN	AHT 2-32 NUT	C-14496	Kitchen
	WSC-B0041-CTRLS-1	CTRLS-DDC				
Youth Center Del Valle Park	DVP-B0012-PTAC-1	PKG-HP	LG	LW1516ERY7	702TAULDX438	Control Building
	DVP-B0013-FRNC-1	DUCTFRNC	CARRIER	58WAV111-20	1696A08260	Control Building
	DVP-B0014-EF-1	FAN-EF	NOT LEGIBLE		NOT LEGIBLE	Control Building
	DVP-B0015-PKG-1	PKG-GAS	TRANE	YCH075	NOT LEGIBLE	Youth Center
	DVP-B0016-PKG-2	PKG-GAS	TRANE	YCH120	NOT LEGIBLE	Youth Center
	DVP-B0017-PKG-3	PKG-GAS	TRANE	YCH075	NOT LEGIBLE	Youth Center
	DVP-B0018-EF-2	FAN-EF	NOT LEGIBLE		NOT LEGIBLE	Youth Center
	DVP-B0018-EF-3	FAN-EF				YOUTH CENTER
	DVP-B0019-RIFRZ-1	FREEZER	WHYNTER		NOT VISIBLE	Youth Center
	DVP-B0020-RICOOL-1	REFRIGERATOR	TRAULSEN		U331B108	Youth Center

City of Lakewood – Equipment Tasking

Scopes of Work:

SERVICE SCOPE PACKAGE COOLING UNIT

MANUFACTURER: VARIOUS
STYLE OR SERIES: PACKAGE COOLING UNIT
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK OUT TAG OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL AND CLEAN/TIGHTEN AS NEEDED.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT CONDENSER COILS FOR SIGNS OF LEAKS. CLEAN ANNUALLY.
- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ REPLACE AIR FILTERS, PER CONTRACT.
- ☐ INSPECT CONDITION OF EVAPORATOR COIL.
- ☐ INSPECT DRAIN PAN AND DRAIN LINE AND CLEAN AS NEEDED.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ LUBRICATE SUPPLY FAN & MOTOR BEARINGS AS NEEDED, IF APPLICABLE.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ INSPECT CONDITION AND OPERATION OF ECONOMIZER SECTION AND LUBRICATE AS NEEDED, IF APPLICABLE.
- ☐ INSPECT EXHAUST SEQUENCE, IF APPLICABLE.
- ☐ CHECK AND RECORD COOLING SUPPLY AIR TEMPERATURE.
- ☐ CHECK AND RECORD RETURN AIR TEMPERATURE.
- ☐ CHECK AND RECORD OUTDOOR AIR TEMPERATURE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE PACKAGE COOLING UNIT

MANUFACTURER: VARIOUS
STYLE OR SERIES: PACKAGE COOLING UNIT
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK OUT TAG OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT CONDENSER COILS FOR CLEANLINESS AND SIGNS OF LEAKS.

- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ REPLACE AIR FILTERS, PER CONTRACT.
- ☐ INSPECT CONDITION OF EVAPORATOR COIL.
- ☐ INSPECT DRAIN PAN AND DRAIN LINE.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ INSPECT VFD OPERATION.
- ☐ INSPECT CONDITION AND OPERATION OF ECONOMIZER SECTION, IF APPLICABLE.
- ☐ INSPECT EXHAUST SEQUENCE, IF APPLICABLE.
- ☐ CHECK AND RECORD COOLING SUPPLY AIR TEMPERATURE.
- ☐ CHECK AND RECORD RETURN AIR TEMPERATURE.
- ☐ CHECK AND RECORD OUTDOOR AIR TEMPERATURE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE EXHAUST FAN

MANUFACTURER: VARIOUS
STYLE OR SERIES: EXHAUST FAN
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT ELECTRICAL CONNECTIONS.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ LUBRICATE SUPPLY FAN & MOTOR BEARINGS, IF APPLICABLE.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION

MANUFACTURER: VARIOUS
STYLE OR SERIES: EXHAUST FAN
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ LUBRICATE SUPPLY FAN & MOTOR BEARINGS AS NEEDED IF APPLICABLE.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE BOILER – DOMESTIC HOT WATER

MANUFACTURER: VARIOUS
STYLE OR SERIES: DOMESTIC HOT WATER BOILER
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ VISUALLY INSPECT BOILER FOR POSSIBLE LEAKS.
- ☐ OBSERVE CONDITION OF FLAME.
- ☐ REMOVE AND CLEAN BURNER ASSEMBLY, PILOT IGNITER, ETC.
- ☐ LOG SUPPLY WATER TEMPERATURE.
- ☐ VERIFY OPERATION OF WATER MAKE-UP AND EXPANSION TANK.
- ☐ PROVIDE TEST OF ALL SAFETY CONTROLS INCLUDING VERIFYING OPERATING TEMPERATURE CONTROLS.
- ☐ TEST LOW WATER CUT OFF.
- ☐ TEST LEVER SAFETY RELIEF VALVE.
- ☐ CHECK BOILER ROOM FOR UNOBSTRUCTED FLOOR DRAINS.
- ☐ CLEAN AND TIGHTEN ELECTRICAL CONNECTIONS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE BOILER – DOMESTIC HOT WATER

MANUFACTURER: VARIOUS
STYLE OR SERIES: DOMESTIC HOT WATER BOILER
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ VISUALLY INSPECT BOILER FOR POSSIBLE LEAKS.
- ☐ OBSERVE CONDITION OF FLAME.
- ☐ LOG SUPPLY WATER TEMPERATURE.
- ☐ VERIFY OPERATION OF WATER MAKE-UP AND EXPANSION TANK.
- ☐ TEST LOW WATER CUT OFF.
- ☐ CHECK BOILER ROOM FOR UNOBSTRUCTED FLOOR DRAINS.
- ☐ INSPECT ELECTRICAL CONNECTIONS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE SPLIT SYSTEM CONDENSING UNIT

MANUFACTURER: VARIOUS
STYLE OR SERIES: SPLIT SYSTEM CONDENSING UNIT
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL AND CLEAN/TIGHTEN.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT ELECTRICAL CONNECTIONS OF UNIT AND TIGHTEN.
- ☐ CHECK REVERSING VALVE OPERATION, IF APPLICABLE.
- ☐ INSPECT CONDENSER COILS FOR SIGNS OF LEAKS AND CLEAN ANNUALLY, PER CONTRACT.
- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

MANUFACTURER: VARIOUS
 STYLE OR SERIES: SPLIT SYSTEM CONDENSING UNIT
 SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ CHECK REVERSING VALVE OPERATION, AS APPLICABLE.
- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE COOLING TOWER

MANUFACTURER: VARIOUS
 STYLE OR SERIES: COOLING TOWER
 SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT ALL STRUCTURAL ELEMENTS FOR CORROSION AND DAMAGE.
- ☐ INSPECT FOR SCALE BUILD-UP ON ELIMINATORS AND CLEAN AS NEEDED.
- ☐ VERIFY FLOAT OPERATION.
- ☐ CLEAN SUMP, PER CONTRACT.
- ☐ INSPECT WATER DISTRIBUTION ABOVE FILL.
- ☐ VERIFY OPERATION OF DUMP VALVE.
- ☐ VERIFY OPERATION OF FAN CONTROLS.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ LUBRICATE FAN AND MOTOR BEARINGS AS NEEDED.
- ☐ INSPECT PULLEY GROOVES AND BELTS FOR ALIGNMENT, WEAR, AND TENSION.
- ☐ INSPECT FAN WHEEL FOR FREE ROTATION, CRACKS, AND ALIGNMENT.
- ☐ INSPECT GEAR BOX FLUID.

- ☐ INSPECT AND TIGHTEN ELECTRICAL CONNECTIONS.
- ☐ INSPECT CONDITION OF SAND FILTER OPERATION, IF APPLICABLE.
- ☐ CHECK WATER TREATMENT EQUIPMENT AND OPERATION, IF APPLICABLE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

MANUFACTURER: VARIOUS
STYLE OR SERIES: COOLING TOWER
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT ALL STRUCTURAL ELEMENTS FOR CORROSION AND DAMAGE.
- ☐ INSPECT FOR SCALE BUILD-UP ON ELIMINATORS AND CLEAN AS NEEDED.
- ☐ VERIFY FLOAT OPERATION.
- ☐ CLEAN SUMP, PER CONTRACT.
- ☐ INSPECT WATER DISTRIBUTION ABOVE FILL.
- ☐ VERIFY OPERATION OF DUMP VALVE.
- ☐ VERIFY OPERATION OF FAN CONTROLS.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ LUBRICATE FAN AND MOTOR BEARINGS AS NEEDED.
- ☐ INSPECT PULLEY GROOVES AND BELTS FOR ALIGNMENT, WEAR, AND TENSION.
- ☐ INSPECT FAN WHEEL FOR FREE ROTATION, CRACKS, AND ALIGNMENT.
- ☐ INSPECT GEAR BOX FLUID.
- ☐ INSPECT AND TIGHTEN ELECTRICAL CONNECTIONS.
- ☐ INSPECT CONDITION OF SAND FILTER OPERATION, IF APPLICABLE.
- ☐ CHECK WATER TREATMENT EQUIPMENT AND OPERATION, IF APPLICABLE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE WALK-IN COOLER

MANUFACTURER: VARIOUS
STYLE OR SERIES: WALK-IN COOLER
SCOPE OF WORK: SEMI-ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ CHECK UNIT CONTROLS PANEL, THERMOMETERS AND GAUGES FOR PROPER OPERATION.
- ☐ INSPECT DOOR HANDLES AND GASKETS FOR WEAR.
- ☐ INSPECT CONDENSATE DRAIN PAN, DRAIN LINE AND CLEAN.

- ☐ INSPECT BOX FOR MOLD.
- ☐ CHECK HEATERS, TIMER, AND CONTROLS FOR DEFROST CYCLE, IF APPLICABLE.
- ☐ INSPECT EVAPORATOR COIL FOR OIL OR REFRIGERANT LEAKS AND CLEAN.
- ☐ INSPECT SUPPLY FAN BLADE, BELT, AND MOTOR FOR PROPER OPERATION.
- ☐ CHECK COMPRESSOR FOR SIGNS OF LEAKS.
- ☐ CHECK CONDENSER COILS AND CLEAN, PER CONTRACT.
- ☐ CHECK CONTROL PANEL AND ELECTRICAL CONNECTIONS.
- ☐ CHECK CONDENSER FAN BLADES AND MOTORS FOR PROPER OPERATION.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE ICE MACHINES

MANUFACTURER: VARIOUS
STYLE OR SERIES: ICE MACHINES
SCOPE OF WORK: QUARTERLY INSPECTION

- ☐ PERFORM PROPER LOCK OUT TAG OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ VISUALLY INSPECT MACHINE FOR CLEANLINESS.
- ☐ INSPECT THE FOLLOWING AND CHECK FOR UNUSUAL NOISE AND/OR VIBRATIONS:
 - ☐ EVAPORATOR PLATES
 - ☐ CONDENSER FAN
 - ☐ COMPRESSORS
 - ☐ SOLENOIDS
- ☐ CHECK SYSTEM CHARGE.
- ☐ CHECK REFRIGERATION CYCLE FOR PROPER OPERATION AND SEQUENCING.
- ☐ ELECTRONICALLY INSPECT UNITS FOR REFRIGERANT LEAKS.
- ☐ CHEMICALLY FLUSH THE EVAPORATOR SYSTEM TO CLEAN AND SANITIZE.
- ☐ CLEAN CONDENSER COILS, PER CONTRACT.
- ☐ INSPECT AND CLEAN DRAIN LINES.
- ☐ INSPECT ALL REFRIGERANT LINES AND INSULATION.
- ☐ INSPECT DOOR GASKETS FOR WEAR AND SEAL.
- ☐ INSPECT HARDWARE AND HINGES.
- ☐ INSPECT WATER FILTER HOUSING AND PIPING.
- ☐ REPLACE WATER FILTER EVERY 6 MONTHS, PER CONTRACT.
- ☐ PROVIDE SERVICE REPORT ON CONDITION OF UNITS AFTER EVERY INSPECTION.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

SERVICE SCOPE CONTROLS

MANUFACTURER: VARIOUS
STYLE OR SERIES: CONTROLS
FREQUENCY: QUARTERLY

- ☐ REVIEW CONTROL SYSTEM OPERATIONS WITH BUILDING LEAD OPERATOR/TECHNICIAN.
- ☐ REVIEW SYSTEM FOR CRITICAL AND OFFLINE STATUS INDICATIONS.
- ☐ REVIEW SYSTEM FOR OVERRIDE, AND DISABLED STATUS INDICATIONS.
- ☐ REVIEW EVENT AND ALARM LOG FOR CRITICAL OR RECURRING INSTANCES AND POSSIBLE OPERATIONAL ISSUES.
- ☐ REVIEW TREND LOGS FOR NEED AND OPERATOR USE.
- ☐ BAS SOFTWARE UPDATES AND ENHANCEMENTS: DELTA CONTROLS CONTINUALLY UPDATES AND ENHANCES THEIR BAS SOFTWARE WITH PRODUCT ENHANCEMENTS AND UPDATES TO KEEP THE SYSTEM OPERATING EFFICIENTLY THROUGH ITS ENTIRE LIFECYCLE. ENVISE WILL PROVIDE YOUR BAS SYSTEM WITH FIRMWARE AND SOFTWARE UPDATES THAT INCORPORATE ALL BUG FIXES THAT PREVENTING NEGATIVE IMPACT TO YOUR SYSTEM. THESE UPDATES DO NOT INCLUDE UPGRADES TO THE NEXT MAJOR REVISION OF FRONT-END SOFTWARE.
- ☐ PERFORM DATABASE MAINTENANCE ON THE SOFTWARE APPLICATION, IF APPLICABLE.
- ☐ SAVE/COPY NETWORK WORKSTATION DATABASE, INCLUDING CUSTOM GRAPHICS AND SYSTEM CONTROLLER POINT DATA, CONTROLLER CONFIGURATION, SCHEDULES, ALARMS AND TREND-LOG DATA.
- ☐ CHECK SYSTEM CONTROLLERS AND SYSTEM MANAGERS TO VERIFY PROPER DEVICE PROPERTIES, DC POWER LEVELS, COMMUNICATION, AND POSSIBLE ERROR CODE INDICATIONS.
- ☐ PERFORM NETWORK ANALYSIS TASKS AS REQUIRED TO CONFIRM COMMUNICATIONS WITH ALL NETWORKED CONTROLLERS AND 3RD PARTY DEVICES.
- ☐ CONFIRM PROPER TIME SYNC OF ALL SYSTEM CONTROLLERS WITH WORKSTATION, AS APPLICABLE.
- ☐ VERIFY ALL OVERRIDE SWITCHES ARE ON AUTO AND REVIEW FINDINGS ON ALL SYSTEM CONTROLLERS.
- ☐ REMOVE EXCESSIVE DUST FROM INTERNAL SURFACES OF CONTROL PANELS.

Terms and Conditions

Unless otherwise advised in writing to the contrary within seven (7) days of the execution of this agreement, the following terms and conditions as written are hereby accepted between Customer and Southland Industries. By execution of this agreement, the Customer represents that he has the authority to enter such agreement.

GENERAL

1. Acceptance of this agreement by SOUTHLAND INDUSTRIES assumes that all systems and equipment covered are in maintainable condition. If repairs are found necessary during the new agreement start up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
2. The Customer will provide access to all areas and equipment, and will allow SOUTHLAND INDUSTRIES to stop and start equipment as may be necessary to fulfill the terms of the agreement. All maintenance, repair or replacement tasks will be performed during normal working hours, 7:30 AM to 4:30 PM, Monday through Friday, holidays excepted. Customer agrees to pay overtime on any maintenance and work requested to be performed outside said normal working hours.
3. If any emergency call is made at the Customer's request and inspection does not reveal any defect, Customer will be liable for charges for such services, including but not limited to; investigative labor, travel time, and overtime. Customer acknowledges that there is a minimum charge of two (2) hours for emergency calls, if no defect is found.
4. SOUTHLAND INDUSTRIES reserves the right to adjust and or terminate this agreement, should the systems and/or equipment covered under this agreement be altered, modified, changed or moved, including but not limited to any direct changes in application or architectural modifications resulting in changes to the mechanical systems and/or equipment performance. If persons other than representatives of SOUTHLAND INDUSTRIES performs maintenance or repair of equipment covered under this agreement, and as a result further repair by SOUTHLAND INDUSTRIES is required, such repairs will be made and charges billed to the Customer at EVISE's applicable labor and material rates then in effect.
5. In addition to any price specified on the face hereof, the Customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by SOUTHLAND INDUSTRIES on behalf of the Customer whether such tax shall be local, state, or federal in nature. This includes, but is not limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
6. Maintenance service charges will be invoiced in advance of the period during which the service is provided. Extra work performed will be invoiced upon completion of work. Payment for services performed under this agreement is due within 30 days of invoice date. Finance charges will apply to balances over 30 days, and SOUTHLAND INDUSTRIES reserves the right to stop all work until such balances are made current.
7. SOUTHLAND INDUSTRIES reserves the right to adjust this Agreement should Customer request a material change in the scope of services, as determined by SOUTHLAND INDUSTRIES in its sole discretion. When SOUTHLAND INDUSTRIES determines a change is material, SOUTHLAND INDUSTRIES will reduce the change to writing and provide the completed written change to Customer. Both SOUTHLAND INDUSTRIES and Customer will have to provide written approval of the change as detailed in the written description of the change, including the impact of the change on the schedule, resources, and the price of the service, before SOUTHLAND INDUSTRIES will make the change. When Customer accepts the change, Customer will modify its forms for payment as requested by SOUTHLAND INDUSTRIES. If Customer does not accept the change (including the impact on the schedule, resources, or price), the parties will complete their obligations as set forth in this Agreement.
8. This annual agreement shall continue in effect from year to year, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. The annual agreement price is subject to adjustment on each renewal anniversary date to reflect increases in labor, materials and other industry related costs.
9. Either party may terminate this Agreement if the other party commits a material breach of such Agreement, including but not limited to non-payment of any amount when due, and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. If SOUTHLAND INDUSTRIES terminates this Agreement for cause, Customer shall be responsible for SOUTHLAND INDUSTRIES's costs incurred and reasonable profit up through the date of termination.
10. Either party may at its option cancel or terminate this Agreement and all Supplemental Agreements in their entirety, or cancel or terminate merely one or more of the Supplemental Agreements, without cause upon thirty (30) days prior written notice to the other party. SOUTHLAND INDUSTRIES shall advise Customer of the extent to which performance has been completed through the date of the notice of termination. Customer shall be responsible for SOUTHLAND INDUSTRIES's costs incurred and reasonable profit up through the date of cancellation.

EXCLUSIONS

11. Repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, coils, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, VAV boxes, strainers, isolation valves, crane rental,

temp heating/cooling, boiler refractory material, heat exchangers, insulating material, electrical wiring, tubing, tanks, fixtures and finishes, structural supports and other non-moving parts, are not included in this agreement.

12. SOUTHLAND INDUSTRIES is not responsible for (a) the design of the mechanical and/or plumbing system (b) obsolescence (c) water supply and drainage (d) damages caused by freezing (e) additional work required by government regulated codes (f) additional work required to meet insurance requirements (g) any air/water balancing (h) safety tests (i) electrical service or service requirements due to power failure (j) misuse and/or abuse of system(s) (k) negligence of Customers or others (l) vandalism (m) and all other causes that are beyond SOUTHLAND INDUSTRIES's control.
13. This agreement does not include the identification, removal, handling or disposal of asbestos or other hazardous substances. In the event such substances or materials are discovered, SOUTHLAND INDUSTRIES's responsibility is limited to notifying the Customer of the possibility of the existence of such materials.

LIMITATIONS OF LIABILITY

14. SOUTHLAND INDUSTRIES will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond SOUTHLAND INDUSTRIES's reasonable control.
15. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall SOUTHLAND INDUSTRIES or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, attorney fees, lost profits or claims of such damages by the Customer or against the Customer by any other party.
16. No other warranty expressed or other liability is given and no other affirmation by SOUTHLAND INDUSTRIES, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of SOUTHLAND INDUSTRIES.
17. SOUTHLAND INDUSTRIES warrants materials only to the extent and for the time period said materials are warranted to SOUTHLAND INDUSTRIES by the manufacturer(s) of the same. SOUTHLAND INDUSTRIES liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by SOUTHLAND INDUSTRIES.
18. SOUTHLAND INDUSTRIES and Customer agree to seek to avoid litigation as a resolution of any disputes. However, should either party commence legal action against the other, the prevailing party shall be entitled to recover from the other party all court costs, disbursements and reasonable attorney's fees. SOUTHLAND INDUSTRIES and the Customer agree to indemnify and hold each other; including their officer, agents, directory and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence or willful misconduct or breach of this agreement by the indemnifying party or its employees, contractors or agents.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Extension Consulting Services for Mayfair Water Capture Project by Tetra Tech, Incorporated (Amendment #13)

INTRODUCTION

Tetra Tech Inc. is the design firm for the Mayfair Water Capture Project. Although the project was completed in 2025, a contract extension for Tetra Tech to needed to assist in on-going support services and assistance with the operation of the project.


STATEMENT OF FACT


On October 11, 2016, the City Council approved Tetra Tech to prepare the design for this project. When the construction contract was awarded in February 2018, Tetra Tech was granted another amendment for design support services during construction. They have received several amendments for additional design work during construction, including a study and design of the expansion of the filtration system to expand the capacity of the plant and provide greater operational flexibility, as well as added design support during construction.

Although the project was completed in 2025, staff recommends approving Amendment #13, which extends the contract with Tetra Tech through the next fiscal year so that they can continue to assist with the providing support services of the plant. Tetra Tech's continued participation is critical to ensure compliance with support of services and successful operation of the plant.

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 13 to extend Tetra Tech's contract to provide additional support services for the Mayfair Park Water Capture Project through June 30, 2026, and authorize the Mayor to sign the Amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

AMENDMENT NO. 13

**AGREEMENT FOR ENGINEERING SERVICES
Lakewood Water Capture and Infiltration Project**

THE AGREEMENT FOR ENGINEERING SERVICES, made and entered into on January 26, 2021, by and between the CITY OF LAKEWOOD, a municipal corporation, the "City," and **Tetra Tech, Inc.**, the "Engineer" shall be amended as follows:

1. Section 5 Time for Performance. The following paragraph shall be added to Section 5 Time for Performance: Phase 3 of the project is intended to include on-going services and assistance in the operation of the plant. This amendment will be in effect until June 30, 2026.

All other terms and conditions of the agreement shall remain in effect. Dated the 10th day of June, 2025.

TetraTech, Inc.

CITY OF LAKEWOOD

Principle

Mayor

Approved as to form:

ATTEST:

City Clerk

City Attorney

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Building Official and related Building and Safety Services Contract for the Community Development Department

INTRODUCTION

On April 16, 2025, the Community Development Department requested responses to a Request for Proposal (RFP) from qualified consultants who provide a specific level of expertise in Building Official and related building and safety services. The primary focus of the RFP is to find qualified consultants that can provide the City with a Building Official that will oversee the daily activities of the division, provide educational and training opportunities to staff, manage the budget for the division, oversee and manage long term strategies, and implement goals and objectives. The RFP also included services related to plan check, building inspections, and CASp inspection services on an as needed basis. The supplemental service under the plan check, inspections, and CASp inspection services are necessary as the Department anticipates increasing developer and community needs for building services. The RFP was delivered to (6) six qualified consultants, which included the following:

VCA Code Group
4LEAF Inc.
Transtech
Willdan
RKA Group
CSG Consulting

At the deadline on May 16, 2025, the City received proposals from all (6) six original recipients, but also additional proposals from Bureau Veritas, TRB+ Associates, and Urban 37. Prior to the drafting of the RFP, staff had determined the anticipated hourly rates for the services being requested through the RFP process. Based on our research, staff anticipated the hourly rate for a Building Official to be between \$150 an hour to \$185 an hour. The RFP requests a full-time Building Official that will be in the City Monday through Thursday for 9 hours each day.

STATEMENT OF FACTS

Currently, the Community Development Department contracts services with Los Angeles County Public Works. Through this contract, LA County provides the City with a plan check engineer, (2) two building inspectors, and a contract manager. LA County also provides additional inspections services, if necessary. To oversee the contract and these services, the Department has appointed a Community Development Coordinator who manages and oversees the permitting process, coordinating building inspections, managing the permit software, and assisting in interpreting Building Codes for the public and for developers. Leadership for the division is provided by the City's Building Official. The Building Official has the primary responsibility of overseeing all the functions of the building and safety division. Despite the background, education, and expertise, this position is held by the Director of Community Development pursuant to City Code Part 4 Building Code Section 8101.

According to the International Code Council (ICC), a Certified Building Official is responsible for the development, administration, interpretation, application and enforcement of the codes adopted by their jurisdiction. They will be able to manage their department's budget and the certification and training of inspection staff. They will have an understanding of laws and regulations pertaining to human resources. They will have a thorough knowledge of customer service, develop and maintain effective relationships with all client groups, and be able to effectively communicate with contractors, homeowners, subordinates, superiors, news media, elected officials, and civic organizations.

The role of a Building Official is highly technical and requires extensive knowledge and understanding of the California Building Codes or the Los Angeles County Building Codes, which ever apply. The Building Official is also responsible for understanding legislation and when to implement such laws into practice. Lastly, but most importantly, the Building Official is responsible for managing unforeseen conditions such as damaged structures due to significant fires or natural disasters.

With the anticipated demand for services for the building and safety division, it's critical that the City onboard a Certified Building Official who can manage the daily functions of the division, recommend efficiency models based on the industry's best management practices (BMP), stay up to date on legislation, and manage large scale development in the City as it relates to future growth via the Housing Element and the mixed-use overlay Ordinance.

SUMMARY

Based on the proposals received and institutional knowledge, staff determined that TRB+ Associates and Bureau Veritas are the most qualified and cost-effective consulting firms to provide the services requested. Both firms will be able to assist staff with various work overflow including expediting plan checks and preventing backlogs.

TRB+ Associates will be the primary consultant to provide the Building Official services and the supplemental plan check and inspection services. Bureau Veritas will only provide supplemental plan checks and inspections on an as needed basis.

Below is a summary of the two firms' proposed fees:

1. TRB+ Associates

TRB+ Associates will invoice the City for work done in accordance with the following:

A. Staff Augmentation: Staffing through TRB+ Associates will be charged at the hourly rates below.

Table 1

Building Official	\$160
Certified Building Official	\$160
Deputy Building Official	\$150
Plan Checker	\$120-\$150
CASp Inspector	\$150
Building Inspector	\$100-\$150

B. Plan Check Review Fees:

- 60% of City collected plan check fee valuation <\$1 - \$75,000
- 55% of City collected plan check fee valuation >\$75,000

2. Bureau Veritas

Bureau Veritas will invoice the City for work done in accordance with the following:

C. Staff Augmentation: On an as needed basis, staffing through Bureau Veritas will be charged at the hourly rates below.

Table 2

Building Official	\$155
Certified Building Official	\$155
Deputy Building Official	
Plan Checker	\$145
CASp Inspector	\$135
Building Inspector	\$95

D. Plan Check Review Fees:

- 70% of City collected plan check fee valuation <\$1 - \$75,000
- 68% of City collected plan check fee valuation >\$75,000

The plan check percentages listed above demonstrate the percentage the consultant will take from the plan check revenues the City collects. For example, if the City collects a plan check fee in the amount of \$1,000, TRB+ Associates will invoice the City for 60% of that fee or \$600. The City would retain \$400 as plan check revenue. The City will utilize either consulting firm to provide plan check services either on an as needed basis or to review complex projects.

The following schedules below represent the review times associated with the type of construction the City can anticipate:

TRB+ Associates:

Plan Check Turn-Around Times	Initial Work	Recheck
New Construction Residential/Multi-Family*	10	5
Residential additions and/or accessory buildings	10	5
Residential remodel	10	5
New Construction Non-Residential*	10	5
Non-Residential addition	10	5
Non-Residential Tenant Improvement	10	5

*Large complex projects timelines are negotiable

Bureau Veritas:

Plan Check Turn-Around Times	Initial Work	Recheck
New Construction Residential/Multi-Family*	10	7
Residential additions and/or accessory buildings	5	3
Residential remodel	5	3
New Construction Non-Residential*	10	7
Non-Residential addition	7	5
Non-Residential Tenant Improvement	7	5

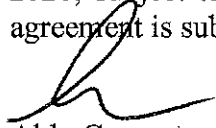
*Large complex projects timelines are negotiable

FISCAL IMPACT

The cost for the agreement with TRB+ Associates will be up to \$299,520 for the Building Official for the first year. It's anticipated that the second year of the contract will include an escalator pursuant to the Consumer Price Index (CPI). The division has an existing fund dedicated to plan check and building inspections. Currently, both funds have \$345,500 and \$580,000 respectively. The estimated revenue for plan check fees for FY2026 is \$555,000. The CASp inspector will be funded through a license fee assessment collected by the business license process.

RECOMMENDATION

Authorize the Mayor and the City Clerk to execute the Community Development Department agreement for Building Official and supplemental services to TRB+ Associates and supplemental service only to Bureau Veritas beginning July 1, 2025, and terminating June 30, 2026, subject to negotiated terms and approval as to legal form by the City Attorney. Each agreement is subject to renewal after the initial term has expired.



Aldo Cervantes,
Director of Community Development



Thaddeus McCormack
City Manager

CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
TRB+ ASSOCIATES

This Professional Services Agreement (“Agreement”) is made and effective as of July 1, 2025 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and TRB+ Associates (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement. This agreement may be extended for an additional one (1) year term upon written approval from both parties.

2. SERVICES

Consultant shall perform Building Official services described and set forth in Consultant’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

A. The City agrees to pay Consultant for Building Official Services and/or for Services satisfactorily performed in accordance with the fees set forth in Exhibit A.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City’s written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without

the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees,

agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and

regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, California 90712
 Attention: Community Development Department

To Consultant: TRB+ Associates
 4182 N. Viking Way, Ste 213
 Long Beach, CA 90808

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A Consultant's Proposal
Exhibit B Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL

8. Cost Proposal

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

As quick reference, the proposed rates for the positions highlighted in RFP Section E Proposal Schedule are summarized below:

- Building Official: \$160.00
- Certified Building Official: \$160.00
- Deputy Building Official: \$150.00
- Plan Checker: \$120.00 - \$150.00
- CASp Inspector: \$150.00
- Building Inspector: \$100.00 - \$150.00

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. **The fee compensation shown covers two total plan review cycles – the initial plan review and one recheck.** Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum \$250 fee.

Project Type (based on project valuation)	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
\$1 to \$15,000	First-time Check: 45% Re-Check: 20%	First-time Check: 45% Re-Check: 20%	First-time Check: 60% Re-Check: 20%
\$15,000 to \$30,000	First-time Check: 45% Re-Check: 20%	First-time Check: 45% Re-Check: 20%	First-time Check: 60% Re-Check: 20%
\$30,000 to \$75,000	First-time Check: 45% Re-Check: 15%	First-time Check: 45% Re-Check: 15%	First-time Check: 60% Re-Check: 15%
\$75,000 and greater*	First-time Check: 40% Re-Check: 15%	First-time Check: 40% Re-Check: 15%	First-time Check: 55% Re-Check: 15%
Expedited**	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the compensation fee would be on an hourly basis.

* For exceptionally large/complex projects, 15-day first check and 10-day rechecks may apply, as mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of work.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City are included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Principal / Director	\$215.00
Project Manager	\$175.00
Building Official, Certified	\$160.00
Deputy Building Official	\$150.00
Assistant Project Manager	\$150.00
Analyst	\$110.00
Supervising Plan Review Engineer / Architect	\$160.00
Senior Plan Review Engineer / Architect	\$150.00
Senior Plans Examiner (Building & Fire)	\$140.00
Plan Review Engineer/Architect	\$130.00
Plans Examiner (Building & Fire)	\$120.00
Engineering Technician	\$105.00
Intern Plans Examiner	\$ 80.00
Permit Technician	\$ 70.00 - 95.00
Clerical/Admin	\$ 65.00
Geotechnical Engineer	\$225.00
Fire Protection Engineer	\$215.00
CASp Certified Inspector/Examiner	\$150.00
Grading/Storm Water Plan Review Engineer	\$195.00
QSP Storm Water Inspector	\$195.00
Oil Field Services Coordinator	\$160.00
Supervising Inspector	\$135.00 - 150.00
Senior Inspector	\$115.00 - 130.00
Inspector	\$100.00 - 110.00
Intern Inspector	\$ 80.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS mileage rate plus 15%.
- All requested inspection services are subject to a minimum 4-hour fee.
- Inspector Rates apply to both Building and Code Enforcement Inspectors.

The above Schedule is valid through June 30, 2026 or at least one (1) year from the effective date of the contract and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

Proposal to provide to the

May 16, 2025

City of Lakewood

Building and Safety Services



CONTACT

Paul Armstrong, PE, CBO
Technical Director | Project Manager
562.566.4144
parmstrong@trbplus.com



OFFICE LOCATIONS

Long Beach
San Ramon
Santa Clara
Sacramento
Las Vegas

TRB+Associates

www.trbplus.com

PROPOSAL TO PROVIDE

Building and Safety Services

May 16, 2025



PRESENTED TO:

The City of Lakewood

Attn: Aldo Cervantes, Community Development Director
5050 Clark Avenue
Lakewood, CA 90712

CONTACT INFORMATION:

Paul Armstrong, P.E., CBO
Technical Director | Project Manager
Tel: 562-566-4144
Email: parmstrong@trbplus.com

TRB and Associates, Inc.
Southern California Office
4182 N. Viking Way, Suite 213
Long Beach, CA 90808
Tel: 562-566-4144
www.trbplus.com



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May 16, 2025

City of Lakewood
Attn: Aldo Cervantes, Community Development Director
5050 Clark Avenue
Lakewood, CA 90712

SUBJECT: TRB and Associates Proposal to Provide Building and Safety Services

TRB and Associates, Inc. (TRB) is pleased to present this Proposal to provide Building and Safety Services to the City of Lakewood's Community Development Department for its consideration. In the documentation provided, we have included background information on the company, representative project experience, professional references, qualifications of our team members, our Building Services offerings and cost proposal for your review.

For this engagement, **Paul Armstrong, P.E., CBO**, has been designated to serve as TRB's **Project Manager** and **Building Official** on this assignment, responsible for ensuring timely delivery of quality support services. Paul will be managing all services provided to the City from TRB's Long Beach office, located two (2) miles from City Hall. Paul has extensive experience providing Building and Safety support services to multiple municipalities throughout Southern California. He has also been living in the City of Lakewood since 1988, giving him a personal knowledge of the City's history and current needs. The balance of our proposed staff is included in Section C of our proposal.


Established in 2006, TRB is a Code Compliance Services California Corporation which provides Plan Review, Inspection, Permit Technician, Code Enforcement, Delegate Chief Building Official, and Disabled Access (CASP) services to municipal building and public works departments. Our company, which comprises over 80 team members, specializes in and serves exclusively in the municipal code compliance role. We would like to highlight the following about the company:


- ✓ Our firm is engaged to provide as-needed Building Department, Engineering, and related services to over 100 municipalities throughout California, over 25 of which are in Southern California including the Cities of Long Beach and Signal Hill; and County of Los Angeles. As a result, our team is familiar with the many agency-specific considerations that need to be considered when evaluating code compliance including flood zone, coastal development, seismic design, wind exposure, soil/liquefaction, wildland urban interface, and landslide criteria.
- ✓ The staff of TRB includes licensed Civil, Structural, Mechanical, Fire Protection, and Electrical Engineers; Architects; and ICC, CASp, LEED®, and SAP certified individuals who have an average 25 years of experience in the architecture-engineering-construction industry.
- ✓ As a value-added service, Paul Armstrong will be available to provide code training for City staff and invited guests if desired by the City. Of note, TRB maintains status as an ICC Preferred Education Provider.
- ✓ Our staff are active in industry organizations such as ICC, CALBO, CBOAC, ASCE, and SEAOC. Of note, TRB's roster includes past ICC Chapter Presidents and a CBOAC Board Member – Paul Armstrong (Orange Empire Chapter), Todd Bailey (East Bay Chapter), and Shelley Loughran (CBOAC).
- ✓ Our firm was recognized as Industry Member of the Year by the County Building Officials Association of California (CBOAC) in 2019.
- ✓ We have a strong track record of producing quality results and meeting turnaround goals, a track record to which our clients will attest.

Our firm looks forward to assisting the City of Lakewood as a Building Safety Services provider. If you have questions or need further information, please do not hesitate to contact Paul Armstrong by phone at (562) 270-4095 or by email at parmstrong@trbplus.com.

Sincerely,

TRB + ASSOCIATES, INC.


Paul Armstrong, P.E., CBO
Director of Code Compliance & Project Manager


Todd Bailey, P.E., LEED AP, CASp, MBA
Principal & Founder



Consultant Data

TRB and Associates, Inc. (TRB) is a California based building and fire life safety services corporation with offices in Long Beach, San Ramon, Burlingame, Santa Clara, Sacramento, and Las Vegas. To confirm, all work for this contract will be performed out of our Long Beach office location.

Our over 80 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety and related services across a full range of code disciplines. Please find the following firm information in response to the City's RFP document:

1. Firm Name & Address

TRB and Associates, Inc.
4182 N. Viking Way, Suite 213
Long Beach, CA 90808

2. TRB's Point of Contact

Paul Armstrong, Technical Director & Building Official
4182 N. Viking Way, Suite 213
Long Beach, CA 90808
(562) 270-4095
parmstrong@trbplus.com

3. Type of Entity

California Corporation

4. Federal Employer I.D. Number

20-5865052

5. TRB Additional Office Location and Contact Information

<u>Corporate Office</u>	<u>Silicon Valley Office</u>	<u>Burlingame Office</u>	<u>Sacramento Office</u>	<u>Las Vegas Office</u>
3180 Crow Canyon Pl. Ste 216 San Ramon, CA 94583 (925) 866-2633	1265 El Camino Real Ste 209 Santa Clara, CA 95050 (408) 642-1068	433 Airport Blvd Ste 209 Burlingame, CA 94010 (925) 866-2633	3841 N. Freeway Ste 135 Sacramento, CA 95834 (916) 384-0900	5955 Edmond St 1 st Floor Las Vegas, NV 89118 (702) 760-5881

6. Firm Ownership

TRB is owned solely by its Founder and Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, MBA. To confirm, TRB is not entirely or partially owned by another business organization or individual.

7. Number of Years in Business

TRB was established in 2006 and has been a growing organization for over 19 years.

8. Comparable Contracts

Our firm provides as-needed Building Department, Engineering, and related services to over 100 municipalities throughout California, over 20 of which are in Southern California.

9. TRB Areas of Specialization

TRB specializes in and serves exclusively in the municipal code compliance role, providing the following services to its clients:

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASP) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil Plan Review and Inspection

10. Contract History

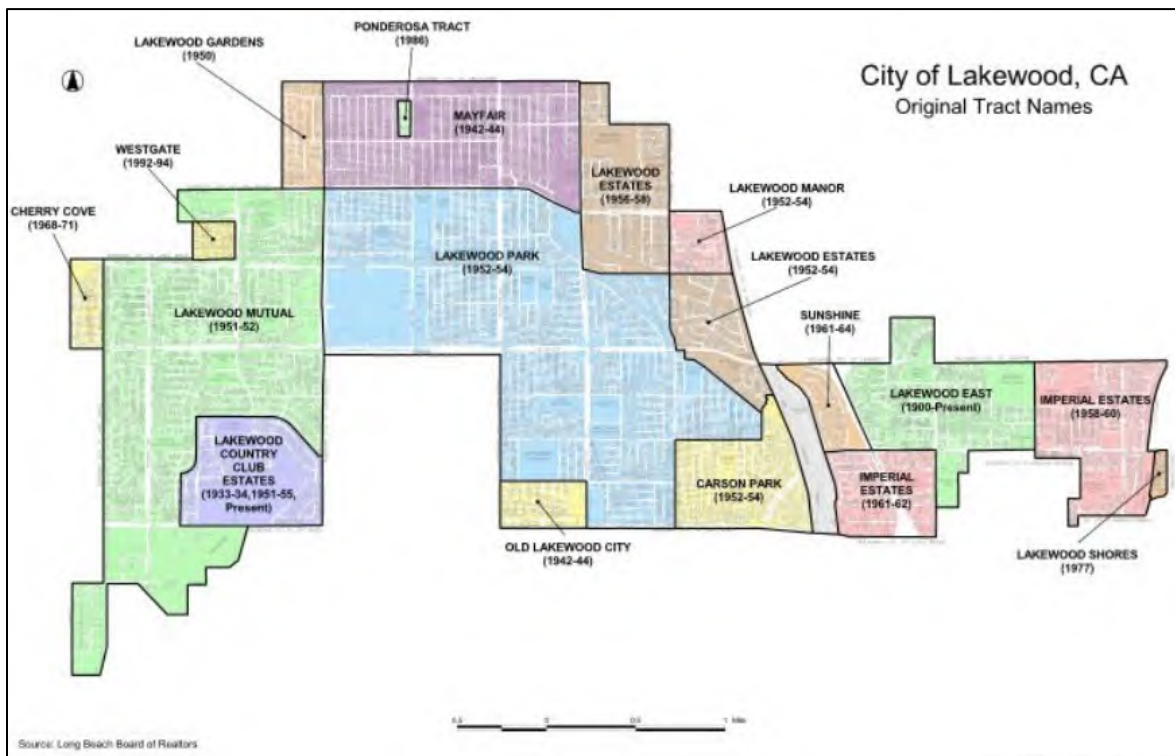
To confirm, TRB has had no failures or refusals to complete any contracts.

11. Financial Interests

To confirm, TRB has no financial interests in any other lines of business.

12. Conflict of Interest

TRB has no known conflicts of interests with the City of Lakewood's contract.



1. Letter of Introduction

In brief, it is our understanding that the City of Lakewood is seeking qualified consultants to assist with professional building and safety services on an as-needed basis. It is presumed that all assigned projects are to be assessed for adherence to the City of Lakewood's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, accessibility, energy conservation, green building, plumbing, mechanical, and electrical provisions. We are ready to put our knowledge to work for the City.

To confirm, TRB understands and is equipped to fulfill the Scope of Services outlined on pages 20-24 of the City's RFP. TRB is prepared to provide all requested Contractual services to the Building Division including:

- **Building Division Administration Services**
 - We are prepared to provide a combination of a Building Official and Deputy Building Official four (4) days a week for 9 hours a day.

TRB's Proposed Building Official Candidate: Paul Armstrong, PE, CBO

- **Supplemental Services**
 - Building Plan Check Services
 - Building Inspection Services

TRB Proposed Plan Check and Inspection Support Staff are Identified in Section 5 below

Detailed information on our Scope and Approach to providing the requested services is included in Section 2 which follows.

2. Approach to Services

Our approach to this engagement is centered on creating a team atmosphere between our staff and the City's staff. On an ongoing basis, our **Project Manager** and proposed **Building Official, Paul Armstrong, PE, CBO**, is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities. We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during a project. We understand that being accessible to project stakeholders is essential in helping ensure that decisions are made in a timely manner; as such, our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of administrative processes, the project construction documents, and supporting the timely execution of the project schedule is of critical importance. To confirm, for any plan review or inspection assignment, TRB members will possess a thorough understanding of the project documents and will be committed to supporting the City with its specific project schedule and processing needs.

Preliminary Meetings and Project Administration

Shortly after the project award, we propose holding a meeting to verify project expectations, deliverables, scheduling, and logistical considerations. To this end, we would seek to verify the key roles and responsibilities for all team's party to the project. We would also request information specific to each plan review or inspection assignment including plan drawings and specifications, as appropriate. Further, we can outline and discuss applicable standards and provide an overview of our Document Management System if desired.

On an ongoing basis, our Project Manager will coordinate with our Plan Review and Inspection Services Managers, to allocate plan review and inspection resources appropriately. The Plan Review Manager will be responsible for oversight of all plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing all Field Inspection and Safety activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment of project staffing and schedule needs.

Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only licensed and experienced plan reviewers, certified inspectors and key administrative staff and expect their work to be of a high standard, we have instituted a quality control policy to ensure this standard is maintained. At the core of our quality control approach is a “two sets of eyes” policy in place. All work performed by staff is reviewed for quality control by senior members of our team. Our Project Manager, Plan Review Manager, and Inspection Services Manager hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards.

Building Code Instruction

If desired by the City, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong** is an award-winning California Building Standards Codes instructor whose accolades include being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request.

Workload Accommodation

It is understood that there are often periods of time when the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in place to accommodate such peaks without compromising turnaround or quality. We have many qualified and experienced team members who we access to assist at times of high workload or emergency need. To illustrate, TRB was able to mobilize a team to provide same-day post-disaster engineering and inspection support to the City of Vallejo in response to the 2014 Napa Earthquake.

Please note that further information on our proposed Approach and Workplan is included on the following pages.

Building Official and Related Building Division Administration

TRB is prepared to provide interim Chief Building Official and as-needed support services associated with Building Department administration and oversight functions, as stipulated in the City's RFP document, as excerpted below.

A. Building Official Duties. It is understood that the City is seeking on onsite Building Official to provide oversight services four (4) days a week for 9 hours a day, to provide the following duties:

- i. Function as the Building Official as set forth in the California Building Code, in other municipal government adopted building codes and ordinances, and as specified in Federal and State law.
- ii. Manage, coordinate and oversee the building permit and plan check, building inspection and building counter services, so that they function as one Building & Safety organization.
- iii. Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health, safety and welfare of its constituents.
- iv. Make determination on the approval and use of alternative materials and methods of construction.
- v. Process and prepare City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters as directed. Attend City Council and other meetings as directed.
- vi. Assist other Divisions such as Code Enforcement and Planning, with the preparation of necessary documents when prosecution action is necessary to obtain compliance with the above codes and regulations.
- vii. Make final interpretations concerning the application of building and safety codes.
- viii. Monitor the collection of building plan checks, inspections, permits fees, and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.
- ix. Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures, and assuring that files and plans are secured, organized, and kept up to date.
- x. Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
- xi. Ensure all building related activities are entered into the City's tracking system in an accurate, complete and timely manner.
- xii. Work with the existing online permitting system including but not limited to permit, plan check and inspection tracking system and online customer portal services.



B. Technical Assistance. Preparation of periodic updates to the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:

- i. 1. Prepare the City's ordinance updates, staff reports and attend City Council meetings.
- ii. 2. Coordinate with the Los Angeles County Fire Department and prepare the City code ordinance update, regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes to the Uniform Fire Codes are cross referenced.

C. Document Review. Within the first thirty (30) days of the Agreement, assemble and review all existing City policies, ordinances, and conditions pertaining to the Building Division operations, and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions, and present a report to the Community Development Director for consideration.

Supplemental Services: Building Plan Check, Building Inspection, & CASp Inspection

Building Plan Check Scope & Approach

TRB is prepared to perform plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the current editions of the following California Building Standards Codes:



- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to review electronic media to process submittals electronically. The staff of TRB are leaders in the field of digital plan review and workflow management and our team has extensive experience working with several electronic plan review systems including Bluebeam, DigEplan, and ProjectDox.

Online Plan Check Status and Records

To facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website *PlanTrack Plus*® for use on this assignment if desired by the City. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated daily. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



Plan Review Process

Please note that our plan review process will be tailored to meet the City's specific needs. The following process represents an example plan review workflow which may be applied if desired by the City.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review:

Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards. All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

Step 3 – Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format (e.g. Bluebeam, punch list, or other format) which is remitted to the City for its reference.

Step 4 – Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 – Plan Approval:

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Plan Review Turnaround Timeframes

To confirm, plan review turnaround terms and timeframes will align with standard City-established terms and timeframes. In general, **TRB's plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions.** For projects which may be complex in nature, TRB's project manager will coordinate with City staff to verify a mutually agreeable timeframe.



Building and CASp Inspection Scope & Approach

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Energy Code & Accessibility) and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional and other personnel; supplies, materials, equipment and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality “Called Inspections,” “Clerk of the Works,” and “Inspector of Record” roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and which would be amended or modified as directed by the City.

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical and Plumbing systems
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested)
- Stormwater / Grading Inspection
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspection
- Green Building Inspection
- Fire Resistive Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

CASp Consulting & Inspection

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608. Our team is skilled at evaluating facilities and reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations, conducting accessibility research, preparing accessibility reports, and performing accessibility inspections.



Additional Services: Permit Technician, Administration, and Code Enforcement Scope

TRB is also prepared to provide Permit Technician, Code Enforcement, and Administrative services support to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following functions:

Permit Technician / Administrative Assistant

- Enter permit and related data into the City permit tracking system.
- Research, compile and prepare various limited reports and presentation graphics.
- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, draw diagrams and illustrations and take photographs.



3. Consultant Profile

TRB and Associates, Inc. (TRB) is a California based building and fire life safety code compliance services Corporation with offices in Long Beach, San Ramon, Santa Clara, Sacramento, Burlingame, and Las Vegas. Our firm provides Plan Review, Inspection, Building Department Administration, Delegate Chief Building Official, Disabled Access (CASP) Consulting services to public agencies throughout Southern California, including the Cities of West Hollywood, Burbank, Santa Ana, Fullerton, Norwalk, Santa Clarita, Corona, Lake Elsinore; and the Counties of San Bernardino and Los Angeles.

TRB was established in 2006 and has been a growing business since its founding nearly 20 years ago. The firm is owned by its Principal-in-Charge Todd Bailey, PE, LEED AP, CASp, and MBA who has over 25 years of experience working in the Building Safety field in California. Our over 75 team members have an average of 25 years of experience in the Architecture-Engineering-Construction industry, providing building safety code compliance services.

Range of Services

- ✓ Building and Fire Plan Review
- ✓ Building and Fire Inspection
- ✓ Building Department Administration
- ✓ Code Enforcement Inspection
- ✓ Consulting Chief Building Official
- ✓ Disabled Access (CASP) Consulting
- ✓ Building Standards Codes Training
- ✓ Civil Plan Review and Inspection

Capacity and Resources

TRB has extensive resources and a large pool of licensed engineers and certified building safety experts, equipped to handle a wide range of building department needs. Most of our services are delivered on an as-needed, ongoing basis. Having a large pool of resources allows us to accommodate existing and future workload effectively. To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Lakewood and have resources available for the anticipated needs noted in the City's RFP.

Staff Member Qualifications

TRB team members possess multiple certifications and registrations to assure compliance with all requirements mandated by the State and local jurisdiction ordinances. Our team comprises individuals who are either engineers or architects licensed in the State of California, or who possess ICC certifications in their respective disciplines. Of note, our team includes 8 licensed Structural Engineers. In addition, our staff also includes 8 CASp certified individuals, and 4 LEED® Accredited Professionals. Most of our staff possess a combination of these industry-recognized credentials.

Our staff members are regular instructors and attendees at construction code and standards training offered through the local ICC Chapters, CALBO, CBOAC, SEAOC, AISC, ASCE, NFPA and other building industry organizations. In addition, several of our staff members are current or past board members with industry organizations and as such are well aware of many aspects of the development of relevant construction codes.

Our professionals have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities, and can tailor solutions specific to the City's needs. Staff experience encompasses a full range of construction types and occupancies including the following:

- ✓ Accessory Dwelling Units
- ✓ Assembly Occupancies
- ✓ Commercial Tenant Improvements
- ✓ Detention Facilities
- ✓ Distribution Centers
- ✓ Hotels
- ✓ Industrial/Storage Warehouses
- ✓ Malls
- ✓ Manufacturing Facilities
- ✓ Medical Office Buildings
- ✓ Mixed-Use Projects
- ✓ Multi-Family Dwellings
- ✓ Office Buildings
- ✓ Steel Buildings
- ✓ Parking Structures
- ✓ Power Plant Facilities
- ✓ Recreation/Gymnasium Facilities
- ✓ Restaurants
- ✓ Gas Stations
- ✓ Hazardous Chemical Facilities
- ✓ High Rise Buildings
- ✓ Hospitals
- ✓ Retail Centers
- ✓ Schools
- ✓ Single Family Dwellings
- ✓ Sports Arenas
- ✓ Theaters

Qualified Consulting Firm

TRB is a qualified consulting firm with experience providing Building Safety code compliance services. TRB has been providing these services to our clients since its founding. We would like to confirm that our firm has the qualifications and skills necessary to perform the requested services. Our firm and its employees are properly licensed, registered, and/or certified in accordance with applicable federal, state, and local laws, statutes, ordinances, rules, and regulations relating to services proposed.

Customer Service Philosophy

TRB's customer service philosophy is simple; to provide consistent quality services and represent our clients to the best of our ability. The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

What you can Expect from Us

Experience

- ✓ In-depth understanding of California Building Standards Codes
- ✓ Over 25 years of collective experience

Quality Work

- ✓ Solutions-focused technical expertise
- ✓ Well-rounded application of Codes & Standards

Responsiveness

- ✓ Close proximity to City Offices
- ✓ 24/48-hour staff availability
- ✓ Proactive in critical path scenarios
- ✓ Effective workflow policies and procedures
- ✓ Emergency Response Ready

Teamwork

- ✓ Consider us your Partner – We work with you

What Sets Us Apart

At TRB, we pride ourselves on delivering exceptional service and expertise to our customers. With a comprehensive understanding of the California Building Standards Codes, our team works to ensure that every project deliverable meets the highest standard. We approach each task with a solutions-oriented mindset, carefully applying adopted Codes & Standards to assure quality outcomes. From our customers:

- *"I have used several companies over the last 25 years, TRB has outperformed them all. TRB remains responsive and in control and constantly puts in the extra effort to ensure positive outcome."*
- *"TRB is one of our top performers and therefore has been assigned significant projects. TRB has been providing a wide array of building consultant services including plan review, inspection and permit technician services for the past 15 years to the City."*
- *"TRB provides building and safety consultant services which includes plan review and inspection with qualified staff and remains responsive, available, and has demonstrated great customer service."*

4. Principal Office Location

All correspondence and questions related to this proposal may be directed to our Project Manager, **Paul Armstrong**, using email, telephone, and/or direct mail. TRB's local office is in Long Beach. Mr. Armstrong and other necessary TRB staff are available to meet with applicants and City staff in-person at City Hall or virtually upon request. All proposed staff are included in **Section C** of our proposal.

Paul Armstrong, PE, CBO
Project Manager & Primary Point of Contact
T: (562) 566-4141
Email: parmstrong@trbplus.com

Todd Bailey, PE, LEED AP, CASp, MBA
Principal / Owner
T: (925) 866-2633
Email: tbailey@trbplus.com

TRB Project Office Location

4182 North Viking Way, Suite 213
Long Beach, CA 90808
T: (562) 566-4141

Our Commitment

In our firm's nearly 20 years in business, we have assembled a team of professionals that have been committed to the success of our clients. As the organization continues to grow, we have maintained our core belief in providing a welcoming environment, training, and promotional opportunities, and providing the best service possible to our clients.

With TRB, the City of Lakewood will receive an experienced, locally-based team who understands the needs of public agencies and takes pride in delivering outstanding service. Consider us as your partner, and as such we are always on call and always available for everything from simple brainstorming sessions to representing you during meetings with stakeholders.



5. Professional Qualifications of Key Personnel

TRB's team of professionals is prepared to provide the requested Building Services in an efficient manner, and in the best interest of the City of Lakewood. Mindful of the potential complexity of projects in the City, TRB has assembled a team that has worked together for many years and have built strong relationships based on understanding, appreciation, and the drive to deliver the highest quality service for our clients.

Our proposed team is comprised of senior-level professionals who possess an average of 25 years of experience in the Architecture-Engineering-Construction (AEC) industry. We are pleased to be able to present a team with this combination of interpersonal familiarity and extensive AEC experience.

PROJECT LEADERSHIP

Paul Armstrong, PE, CBO will serve as **Project Manager and Building Official**. Paul will be the main point of contact for the City. With more than 30 years of building safety technical and management experience, Paul teaches regularly for California Building Officials (CALBO) and has developed a number of CALBO training courses. As a Chief Building Official, he managed building plan review, counter assistance, and inspection for numerous California agencies. His previous experience at the International Code Council (ICC) included leading the Architectural and Engineering Services Department, International Conference of Building Officials (ICBO) Technical Services Department.



Todd Bailey, PE, LEED AP, CASp, MBA, our company Principal and Founder, will provide as-needed support on the project. Todd has over 25 years of experience in the industry which includes serving as a Delegate Chief Building Official on many large-scale fast-track projects in California having a combined valuation of over \$10 billion. Todd will work closely with our team to ensure that project goals are met and that findings are communicated in a timely and clear manner.



PLAN REVIEW TEAM LEADERSHIP

Our plan review group is led by our **Plan Review Services Manager, Bing Young, RA**. Bing possesses extensive experience in plan review on both residential and commercial projects and includes more than 25 years of professional experience in production, project management, construction management, energy, and accessibility analysis. Bing will have overall responsibility for Plan Review Services on this assignment.



Dominic Ma, SE, MPA serves as our **Quality Control Principal**, responsible for ensuring the technical accuracy of the work performed. Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards.



FIELD SERVICES TEAM LEADERSHIP

Our field services group is led by our **Inspection and Administrative Services Manager, Chris Rose**. Chris has over 20 years of experience serving in both public and private sector roles on a variety of projects; his experience includes serving as Building Manager for Sonoma County and providing inspection services on extensive commercial, industrial, and residential project types.



Doug Armstrong, CAPM serves in the role of Staff Augmentation Coordinator. Doug is a Certified Associate in Project Management (CAPM) with over 10 years of professional experience in the Building and Safety industry. He serves as a client relations representative and staff augmentation coordinator for numerous Southern California agencies.

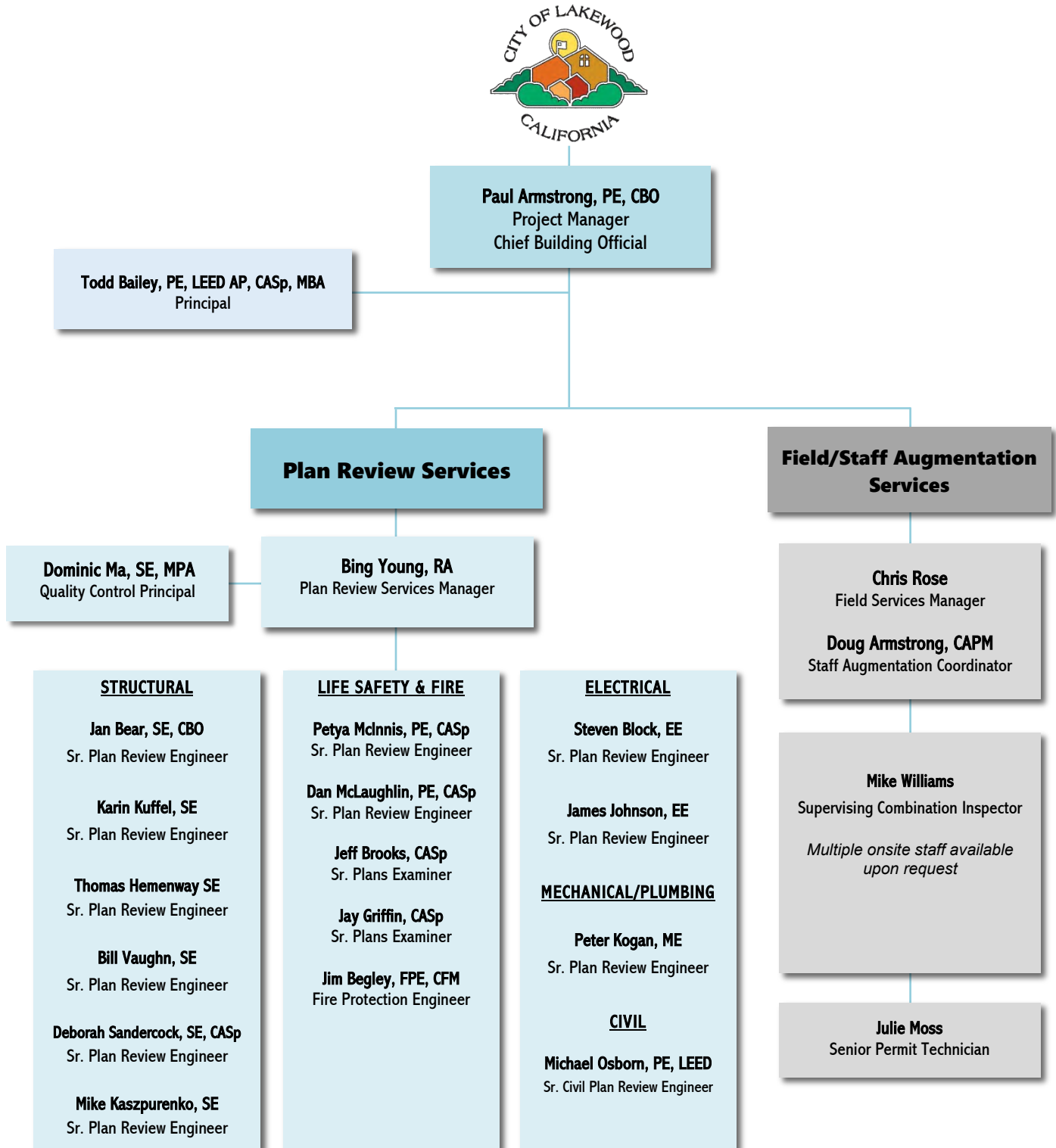


Use of Subcontractors

Please note that TRB does not intend to use subcontractors for this contract/assignment.

Team Organizational Chart

The following Organization Chart identifies those individuals who are proposed for this assignment. Detailed information on our proposed project team is included in the Team Experience Profile on the following page. Resumes of proposed staff are included below. Please also note that TRB maintains additional staff who also can be made available to assist on an as-needed basis.



6. Resumes of Key Personnel

The following table includes role and licensure/certification information for each proposed individual. Full resumes which include information on education, licensure, and experience for each proposed individual have been included below.

NAME	YEARS OF RELEVANT EXPERIENCE	QUALIFICATIONS
PROJECT LEADERSHIP		
Paul Armstrong, PE, CBO Project Manager, Chief Building Official	30	BS, Registered Professional Engineer – California ICC Certified Building Official
Todd Bailey, PE, CASp, MBA, LEED AP Principal-In-Charge / Founder	25	MBA, BS, Registered Civil Engineer - California, Hawaii ICC Certified Building Plans Examiner ICC Certified Combination Commercial Inspector LEED Accredited Professional DSA Certified Access Specialist (CASp-229)
Bing Young, RA Plan Review Services Manager	25	BS, Registered Architect - California
Dominic Ma, SE, MPA Quality Control Principal	30	MS, MPA, BS, Registered Structural Engineer - California Registered Civil Engineer; California ICC Certified Building Plans Examiner
PLAN REVIEW		
Structural		
Jan Bear, SE, CBO Sr. Plan Review Engineer	30	BS, Registered Structural Engineer – California Registered Civil Engineer – California ICC Certified Building Official ICC Plans Examiner Certification
Karin Kuffel, SE Sr. Plan Review Engineer	25	MBA, BS, Registered Structural Engineer – California
Tom Hemenway, SE Sr. Plan Review Engineer	30	BS, Registered Structural Engineer – California Registered Civil Engineer – California
Bill Vaughn, SE Sr. Plan Review Engineer	30	BS, BA, Registered Structural Engineer – California Registered Civil Engineer – California
Deborah Sandercock, SE, CASp Sr. Plan Review Engineer	25	MS, BS, Structural Engineer – California Professional Engineer – California DSA Certified Access Specialist (CASp)
Mike Kaszpurenko, SE Sr. Plan Review Engineer	30	BS, Registered Structural Engineer – California Registered Civil Engineer – California
Life Safety and Fire		
Petya McInnis, PE, CASp Sr. Plan Review Engineer	24	MS, BS, Registered Civil Engineer – California ICC Building Plans Examiner DSA Certified Accessibility Specialist (CASp)
Dan McLaughlin, PE, CASp Sr. Plan Review Engineer	10	MS, BS, Registered Civil Engineer – California ICC Certified Plans Examiner DSA Certified Access Specialist (CASp)
Jeff Brooks, CASp Sr. Plans Examiner	25	DSA Certified Access Specialist (CASp) ICC CA Mechanical Inspector; ICC CA Plumbing Inspector
Jay Griffin, CASp Sr. Plans Examiner	40	DSA Certified Access Specialist (CASp)
Jim Begley, CFM, FPE, LEED AP Fire Protection Engineer	25	MS, BS, Licensed Fire Protection Engineer – California, Nevada, Arizona, and 15 additional states

PROPOSAL

Electrical		
Steven Block, EE Sr. Plan Review Engineer	30	BS, Registered Electrical Engineer – California, Nevada, Arizona, Hawaii
James Johnson, EE, QCxP Sr. Plan Review Engineer	30	Registered Electrical Engineer – Hawaii ICC Certified Electrical Plans Examiner Qualified Commissioning Services Provider (QCxP) Construction Quality Control Reviewer (CQCR)
Mechanical/Plumbing		
Peter Kogan, ME, LEED AP Sr. Plan Review Engineer	30	MS, Registered Professional Mechanical Engineer – California, Hawaii, Nevada, Texas, Colorado, Arizona Certified Energy Manager (CEM), State of California LEED Accredited Professional
Civil, LID, Geotechnical		
Michael Osborn, PE, LEED AP Senior Engineer	20	BS, Registered Civil Engineer - California LEED AP
FIELD SERVICES		
Christopher Rose Field Services Manager	20	ICC California Commercial Building Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC California Residential Building Inspector ICC Residential Plans Examiner State of Oregon OIC - OR State Inspector State of Oregon CAX - Residential Plans Examiner State of Oregon CAS - Residential Structural Inspector State of Oregon SIA - Structural Inspector
Doug Armstrong, CAPM Staff Augmentation Coordinator	10	BS, Certified Associate in Project Management [CAPM]
Mike Williams Supervising Inspector	20	ICC Certified California Building Inspector ICC Certified California Residential Building Inspector ICC Certified California Commercial Building Inspector Oregon OIC-OR Inspector Oregon SIA-Structural Inspector A-Level Oregon CAS-Residential Structural Inspector Linhart Peterson Powers Associates (LP2A) Training Institute State Of California Safety Assessment Program (CAL OES)
Julie Moss Sr. Permit Technician	20	BA, 20 years of experience as a Permit Technician

Paul Armstrong, PE, CBO | Project Manager & Building Official

Education

B.S. Civil Engineering California State University, Long Beach

Advanced Study, Fire Protection Engineering, Cal-Poly San Luis Obispo

Registration | Certification

Registered Professional Engineer, CA (#45464)

ICC Certified Building Official

Awards

CALBO Instructor of the Year, 2010

CALBO Course Developer Merit Award, 2014

Committees

International Association of Building Officials Board, 2018

ICC Code Correlation Committee, 2018

Orange Empire Chapter of ICC, Vice President

ICC Residential Energy Code Development Committee, Chair 2013

ICC Building Official Membership Council, Governing Committee, 2011

CALBO State Code Committee, 2011, 2012(Chair), and 2013

CALBO Building/Fire Advisory Committee, 2011

LA Basin Chapter and Orange Empire Chapter Code Committee, Chair 2011, 2012 (Chair) and 2013 (Chair)

Secretariat to the International Residential Code for One- and Two-Family Dwellings (1997-2000)

(Ctd. on next page)

Paul Armstrong is a Registered Professional Engineer with over 30 years of engineering experience. His vast experience in all means of construction, be it industrial, commercial, and residential project types, provides our clients with a strong skill set and wealth of industry knowledge. In addition to Paul's engineering experience, he is also a Certified Building Official, serving in this capacity at the City of Signal Hill, as well as the Cities of El Monte, Laguna Hills, and Palos Verdes.

A noted author and lecturer in the building life safety industry, Mr. Armstrong has earned many awards, including CALBO Instructor of the Year.

Select Project Experience

- **San Bernardino (SBD) International Airport Terminal, San Bernardino, CA** – Code consultation for the conversion of the Norton Airforce Base terminal after the transfer of authority to the City of San Bernardino.
- **SoFi Stadium, Inglewood, CA** – The plan review of the newest SoFi NFL Stadium project in So CA. The stadium itself is covered by a large steel tube framed roof structure that is not connected to the stadium.
- **ARTIC (Anaheim Regional Transportation Intermodal Center), Anaheim, CA** – Plan review of the fire and life safety regulations for this new transportation center. The building is a steel tube framework with a 2-story administration area with a mezzanine inside. This review included a pedestrian bridge leading to the train platforms.
- **Disneyland Star Wars Expansion, Anaheim, CA** – A very popular area of the Disney resort that is open now.
- **Apple Campus Theater, Cupertino, CA** – The plan review of the Apple Campus' Theater where new products would be announced, and corporate meetings held. Mostly subterranean structure that has a glass entry lobby supporting a carbon fiber roof (disk).
- **Anaheim Convention Center Expansion, Anaheim, CA** – A very large expansion of the convention center meeting space with an associated parking garage addition.
- **Rio Tinto Soccer Stadium, Sandy City, Utah** – The plan review of the Salt Lake area's professional soccer stadium. It included a roof canopy structure with a wave feature in the leading edge.
- **Building Official Roles:**
 - Signal Hill
 - Palos Verdes Estates
 - Laguna Hills
 - Whittier (interim position)
 - El Monte

Regional Director, Building & Safety Services, TRB + Associates

2019 – Present

Responsible for new business development for building life safety services for various jurisdictions throughout California. Provide client relations and code assistance. Perform training lectures on building and residential codes. Participate on various local, state-wide and national committees. Building Official of the City of Signal Hill.

Group Leader, Building and Safety Services, Industry Consultant

2017 – 2019

Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code-related issues. Give training lectures on the building and residential codes. Participate in various local, state-wide, and national committees. Building Official of the City of Palos Verdes Estates and Laguna Hills.

PROPOSAL

Committees (Ctd.)

Author, 2013 and 2016
Significant Changes to the CBC
and CRC

UL Fuel Gas Products Council
(2002)

BCMC (BDMC) staff liaison
(1993-2002)

Co-secretariat to the ICC
Performance Based Building
Code

Secretariat to the International
Zoning Code (1996-2000)

Secretariat to the General
Design, Administrative, Lateral
Design, Fire and Life Safety and
Fire Risk Code Committees of
ICBO (1992-1996)

Staff secretariat responsible
for the rewrite of the Means of
Egress Chapter in the 1994
UBC

NIBS HHS Code Comparison
Committee (1994)

FEMA Building Performance
Review Team member (1993)

NIBS Flood Standards
Comparison Committee (1992)

Coordinator, Pacific Rim
Conference on Performance
Based Codes

Various ASCE standards
committees

SEAOC Code Committee liaison

ASME A17.1 Code Coordinating
Committee

ANSI Construction Standards
Board

Vice President, Various Industry Consultant Firms

2005 – 2017

Responsible for the development of new business for inspection services and plan review services for various jurisdictions across the United States. Provide client care and assistance on code-related issues. Give training lectures on the building and residential codes. Participate in various local, state-wide, and national committees. Promotion and sales of the Firms' in-house electronic plan review system. Building Official of the City of Signal Hill. Contract Plan Review Engineer for the City of Anaheim

Chief Building Official, City of El Monte, Industry Consultant

2011 – 2012

Responsible for the City of El Monte Building Division. Review plans for the City and issues permits. Conduct investigations of non-complying facilities frequently in conjunction with the Planning Division, Code Enforcement Division and LA County Fire Department. Develop presentations for City Council on adoption of new codes, etc.

Vice President, ICC

1991 – 2005

Led the ICC Architectural and Engineering Services Department, responsible for technical opinions, plan review and the administration of technical contracts during the consolidation into the International Code Council. Managed ICBO Technical Services Department which was responsible for the maintenance of the code development process, plan review service and code opinion service for both external and internal customers. Represented the Council to many national, state and local organizations. Responsible for the technical image of the conference. Provided technical assistance on code-related issues to both jurisdictional and professional members and non-members. Provided research on many code-related issues. Secretariat to most ICBO code development committees and the initial drafting secretariat to the ICC International Residential Code.

City of Los Angeles, Dept. of Building and Safety

1988 – 1991

Structural Engineering Associate

Responsible for the structural, architectural and zoning review of proposed projects in the city. Chief of Coordinating Division and Preservation Coordinator. Evaluation of building products for LA code compliance.

Teaching Experience

International Code Council (ICC)

Lecturer – Non-structural Fundamentals of the 2009 IBC (domestically and internationally)

Lecturer – Non-structural Fundamentals of the 2012 IBC

Lecturer – ICC Code Development Process

California Building Officials

Lecturer – Significant Changes to the 2013 CBC and CRC for CALBO, and ICC

Lecturer – 2016 Introduction to the CBC Means of Egress

Lecturer – Updates to the 2010, 2013 and 2016 California Residential Code

Lecturer – Updates to the 2010, 2013, and 2016 California Building Code

Advanced Building Code Enterprises - Developed and presented coursework

Lecturer – Accessibility topics

Lecturer – Updates to the 2006 International Residential Code and 2007 California Building Code

Publications and Papers

ICC Significant Changes to the 2019 CBC/Significant Changes to the 2019 CRC

ICC Significant Changes to the 2016 CBC/Significant Changes to the 2016 CRC

ICC Significant Changes to the 2013 CBC/Significant Changes to the 2013 CRC

ICC Dwelling Construction under the 2007 CBC - Technical Editor

1997 Uniform Codes and UBC Handbook - Staff Technical Editor

Todd Bailey, PE, LEED AP, CASp, MBA | Principal-In-Charge

Education

Master of Business
Administration
Walter Haas School of Business
University of California
Berkeley

Bachelor of Science
Civil Engineering
Cum laude
University of California Davis

Registration | Certifications

Registered Civil Engineer
California (#C-56425) Hawaii
(#11647)

ICC Certified Building Plans
Examiner

ICC Certified Commercial
Building Inspector

ICC Certified Commercial
Electrical Inspector

ICC Certified Commercial
Plumbing Inspector

ICC Certified Commercial
Mechanical Inspector

LEED Accredited Professional

Certified Accessibility Specialist
(CASp-229)

SAP Certified

DSA-Approved Fire Life Safety
Plan Reviewer

Professional Affiliations

ICC East Bay Chapter
Past President

International Code Council

Other

Delegate Chief Building Official
for the California Energy
Commission – Power Plant
Facilities

Todd Bailey is a registered professional engineer with over twenty-five years of experience in the Architecture / Engineering /Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance with adopted Building Code Standards and local ordinances.

Todd has provided plan review services to over 75 jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

Select Project Experience

Building Safety Plan Review

- Latitude Business Park (\$75 million), Corona, CA
- Inland Empire Energy Center Project (600 MW), Menifee, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Sacramento Convention Center Project, Sacramento, CA
- Santa Clara Square Apartments and Parking Structures, Santa Clara, CA
- NASA Moffett Federal Airfield, Historic Building Project, Mountain View, CA
- War Memorial Community Center, Daly City, CA
- Concrete Tilt-Up Shell Building (60,000 sf), Concord, CA
- Marin Health Campus - Buildings A-E, County of Marin, CA
- New Medical Research Facility (44,000 sf.), Walnut Creek, CA
- Major Office Remodel (Three 40,000 s.f. buildings), Pleasant Hill, CA
- Rivertown Apartments, Petaluma, CA
- Spanos Park West Apartment Complex, Stockton, CA

Project Management / Administration

Have served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on thirteen natural gas fired power projects and one wind power generation facility in California having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects.

- Inland Empire Energy Center Project (600 MW), Menifee, CA
- Mountain View Power Project (1,056 MW), Redlands, CA
- Palomar Energy Center Project (546 MW), Escondido, CA
- Walnut Creek Energy Park (300 MW), City of Industry, CA

Work Experience

TRB + Associates Inc., Principal	2006 – Present
Bureau Veritas, Building & Facilities Code Compliance Services	2001 – 2006
Deloitte & Touche LLP, Construction Consulting Services	1999 – 2001
City of Concord, California – Permit Center	1996 – 1999
Luhdorff & Scalmanini Consulting Engineers	1993 – 1996
Tosco Refining Company	1991 & 1992

Bing Young, Architect | Plan Review Manager / Senior Plan Review Architect

Education

Bachelor's in Architecture,
California Polytechnic State
University
San Luis Obispo, CA

Registration

Registered Architect, California

Professional Affiliations

National Council of
Architectural Registration
Boards Certified

ICC Member

Bing Young is a registered Architect with plan review experience on both residential and commercial projects. He provides comprehensive life safety, accessibility, energy, and mechanical/electrical/plumbing reviews on a variety of residential and commercial project types. Bing possesses over 25 years of professional experience which includes roles in production, project management, construction management, energy, and accessibility analysis.

Work Experience

Sr. Plan Review Architect, TRB + Associates, Inc.

2018 – Present

- Review drawings and calculations for code compliance on behalf of client agencies
- Projects include residential subdivisions, custom homes, additions, remodels, new commercial buildings, and tenant improvements

Project Architect, PSM Architects, Inc.

2008 – 2018

- Prepared and managed the development of comprehensive construction documents for new commercial buildings, tenant improvements, and additions
- Oversaw and directed production staff
- Performed quality control review of building permit submittal documents
- Facilitated client and permit processing meetings
- Collaborated with engineers, ancillary designers, and vendors
- Prepared and reviewed project specifications
- Reviewed shop drawings and submittals for compliance with specifications and design intent
- Performed accessibility evaluation of existing sites and buildings
- Prepared detailed accessibility reports for building and business owners
- Facilitated pre-construction and post-construction on-site meetings with construction project managers and general contractors
- Performed construction administration and project closeout duties

Staff Architect, Hollman Bologna Architecture & Planning, Inc.

1996 – 2008

- Prepared schematic design and construction documents for single-family and multi-family residential remodels, additions, and new buildings
- Performed residential building reconnaissance for additions and remodel projects
- Prepared design review documents for planning approvals
- Facilitated building permit processing
- Prepared and reviewed Title 24 Energy Efficiency Compliance documents

Certified Energy Plans Examiner, BETA, Inc.

1993 – 1999

- Reviewed and approved Title 24 Energy Efficiency Compliance documents for residential and non-residential buildings for local jurisdictions

Dominic Ma, SE, PE, MPA | Quality Control Principal

Education

Master of Science Structural Engineering UCLA, Los Angeles, CA

Master of Public Administration, California State University, East Bay Hayward, CA

B.S. Civil Engineering University of California, Berkeley, CA

Registration | Certifications

Registered Structural Engineer California (#1920)

Registered Civil Engineer California (#20018)

ICC Certified Plans Examiner

Certified Energy Plans Examiner Residential (#R05-94-5121) - Inactive

Certified Energy Plans Examiner Non-Residential (#NR05-94-5576) - Inactive

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to ensure compliance with adopted building codes and reference standards. Dominic's experience includes working for more than 27 years as a plan check engineer for the City of San Leandro and 6 years as a supervising civil engineer for the City of Oakland, where he led the City's plan review division.

Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction. Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions.

Select Project Experience

Building Safety Plan Review

Plan Review projects supervised in the City of Oakland

- 2121 Harrison Street. The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 Story Condominium Building budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program.

Plan Review projects performed

- Bayfair Mall (Tenant improvements), San Leandro
- Century 21 Theatre, San Leandro
- San Leandro Dialysis Clinic
- San Leandro Honda
- San Leandro Hospital (New doctors' office building)
- Carlton Plaza of San Leandro (Assisted living facility)
- Costco Building Addition, City of Concord
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento
- Historic Building Seismic Retrofit, City of Benicia
- Cancer Treatment Facility, City of Pleasant Hill

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer	2007 – Present
City of Oakland, Supervising Civil Engineer (Building Division)	2000 – 2006
City of San Leandro, Plan Check Engineer	1973 – 2000

Christopher Rose | Field Services Manager

Certifications/Licenses

ICC Certified

- California Commercial Building Inspector
- Commercial Building Inspector
- Residential Building Inspector
- California Residential Building Inspector
- Residential Plans Examiner
- Building Inspector
- Permit Technician
- State of Oregon OIC-OR State Inspector Certification
- State of Oregon CAX – Residential Plans Examiner
- State of Oregon CAS – Residential Structural Inspector
- State of Oregon SIA – Structural Inspector
- International Code Council Member since 2006.
- International Association of Plumbing and Mechanical Officials Member
- Napa Solano and Southern Oregon Chapter of the International Code Council Member.
- Licensed California General Contractor. (Inactive)

Education

- Allied American University, Laguna Hills CA. (Associates Degree in General Studies)
- ITT Technical Institute, San Bernardino CA. (Construction Management focus)
- Victor Valley College, Victorville CA. (Construction Technology focus)
- Marine Corps Institute, United States. (Construction, Engineering and General Studies)

(Ctd. on next page)

Chris possesses over 20 years of experience in the building and construction inspection field working with public agencies in Northern and Southern California. His experience includes project management and inspection responsibilities on commercial, residential, non-residential, multifamily, municipal, and public structures. He is skilled as an Assistant Building Official, Assistant to the City Engineer and Acting Building Official. In these capacities, he has managed, supervised, and coordinated the work of staff engaged in plan review, front counter support services including the permit application, coordination and issuance processes. In addition, his expertise encompasses plan review of residential and commercial projects in both building and public works disciplines. He also delivers experience in conditioning of projects and coordinating preliminary site plan reviews for perspective developers.

In these functions, Chris was responsible for quality control and safety to ensure building compliance with local ordinances. Chris is organized, and has positive working relationships with clients, management, as well as his peers; maintains high levels of productivity, reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Jurisdictional Services Manager | Grading Plans Examiner, TRB and Associates 2022 – Present

- Performs and supervises residential, commercial, grading and industrial inspections.
- Project Manager and IOR for major projects and jurisdictions on an as needed basis.
- Plan Review of commercial, residential, grading, drainage, and industrial projects.
- Communicates compliance elements with clients with solution driven resolve.

Operations Manager for the Sonoma Resiliency Permit Center 2019 – 2022 *Private Consultant, Sonoma, CA*

- Supervised and coordinated the work of staff engaged in plan review, front counter operations for the Fire Recovery efforts in Sonoma County.
- Plan review and back up building inspections.
- Grading plan reviews and pre-con meetings.
- Received and resolved customer concerns.

Project Manager, Plans Examiner, Building Inspector and Construction Inspector 2014 - 2019 *Private Consultant, Sacramento, CA*

- Provided project management, compliance, plan review, inspections, document control and administration for power producing industrial infrastructure projects throughout the state for the California Energy Commission.
- Review plans for building, fire, engineering, civil and planning departments.
- Deputy Building Official for the California Energy Commission on multiple power plant projects.
- Plan, organize, assign, supervise and coordinate the work of staff engaged in plan review, front counter work to include the permit application process, plan review and inspections.
- Provide interim building official to multiple jurisdictions in addition to Public Works support.
- Lead document controller for the Apple Campus II (world headquarters in Cupertino).

Plans and Permit Supervisor 2013 - 2014 *County of Napa, Napa, CA*

- Plan, organize, assign, supervise, and coordinate the work of staff engaged in plan review, front counter work to include the permit application process.
- Review of application packages prior to issuance, and to receive and resolve customer complaints.

- ICC Code Official Institute, Phoenix AZ. (CBO Training, Legal, Budgeting, Management and Ethics)
- ICC 2018 Code Essentials, online. (Building, Mechanical, Electrical, Plumbing, Administration)
- ICC 2015 Code Essentials, online. (Code administration, Enforcement, and Building Planning – in process)
- County of Napa Supervisors Training, Napa CA. (Management and Leadership)
- BASMAA C3/LID Stormwater Treatment workshops.
- ICC Grading for Building Inspectors Course.

Military Experience

- MARINE CORPS Combat Engineer. 1995 – 2000
- ARMY National Guard Armament Repairer. 2005 – 2015

Senior Engineering Technician, Plans Examiner, and Inspector

2006 - 2013

City of Hesperia, Hesperia, CA

- Review plans for building, fire, civil engineering, and planning departments.
- Perform inspections to verify compliance with state and local codes.
- Assist the City Manager in redesigning the scheduling and processing of permitting and plan review.

General Contractor

2000 - 2008

Great American Construction Co, Inc. Apple Valley, CA

- Designed and built many residential and commercial projects while directing the permit coordination.
- Grading operations, rough and precise.
- Supervised five full-time employees, the office and all of the sub-contractors.
- Quality control inspections, code compliance and technical plan review.
- Prepared construction plans and documents.

Delegate Chief Building Official (DCBO), Private Consultant, Various Locations

2014 - 2019

Served in function on the following power generation projects:

- Carlsbad Energy Center Project (CECP) – Above ground storage tank decommissioning.
- Blythe Solar Power Project Units 1 & 2 (BSPP) – New 235 MW photovoltaic facility.
- Pio Pico Energy Center (PPEC) – Three Units, 300 MW gas fired turbine simple cycle facility.
- Carlsbad Energy Center Project (CECP) – Five Units, 632 MW gas fired turbine simple cycle facility.
- Orange Grove Energy Center (OGEC) – Two Units, reliability and AGP upgrade project.
- Geysers Unit 16 (Quicksilver) – Tower wet down system and diesel fire pump project.
- Geysers Unit 18 (Socrates) – Tower wet down system and diesel fire pump project.
- Geysers Unit 20 (Grant) – Tower wet down system and diesel fire pump project.
- Geysers Unit 17 (Sonoma) – Low pressure steam bypass project.
- Geysers Unit 02 (NCPA) – Mixing tower project.
- Roseville Energy Park (REP) – Catwalk extension project.
- Colusa Generating Station (CGS) – Rotating intake screen project.
- Los Madanos Energy Center (LMEC) – Cooling tower chemical tanks project.
- Colusa Generating Station (CGS) – Stairway to condensate pumps project.
- Calpine Otay Mesa (OMEC) – Low pressure steam bypass project.
- Colusa Generation Station (CGS) – New circulation system and raw water pumps project.
- Cosumnes Power Plant (SMUD) – Unit 3 AGP upgrade project.
- Ivanpah Solar (ISEGS) – Ammonia tank replacement project.
- Colusa Generating Station (CGS) – Bearing enclosure fire sprinkler project.
- Humboldt Bay Generating Station (HBGS) - New guard shack project.
- Cosumnes Power Plant (SMUD) – Unit 2 AGP upgrade and filter press project.
- Abengoa Mojave Solar (AMS) – Fire suppression line repair project for Alpha and Beta blocks.
- Gilroy Energy Center (GEC) – Gas line repair and replacement project.

Doug Armstrong, CAPM | Staff Augmentation Coordinator

Education

Bachelor of Science, Business Management and Finance, Minor, Bible, The Master's College

Related Coursework: Management, Marketing, Finance, Business & Spoken Communication, Human Resource Management

Certifications

Certified Associate in Project Management [CAPM] | 2637229

Doug Armstrong possesses 10 years of experience in marketing, project management, administrative, and human resources roles. Doug's recent experience as a Senior Marketing Associate required him to create proposals in response to Request for Proposals from jurisdictions around Southern California for multiple service lines including Building Public Works, Fire, Planning, Environmental and Code Enforcement services. As a collaborative leader, Doug provided exceptional leadership skills in communicating with Building Officials, management, and other staff members throughout the Professional Service Agreement process. He has positive working relationships with clients, management, as well as his peers and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Work Experience

Client Relations | Operations/Staff Coordinator, TRB and Associates

2022 – Present

- Responsible for all marketing-related functions; including strategic planning, client development and public relations.

Senior Marketing Associate, Private Consultant

2012 – 2022

- Marketing: Created proposals in response to Request for Proposals from jurisdictions around Southern California for multiple service lines (including Building, Public Works, Fire, Planning, Environmental, and Code Enforcement Services); attend conferences, golf tournaments, and job fairs representing consultant; assisted with and participated in interviews; communicated with Building Officials, management, and other staff members throughout the Professional Service Agreement process; interfaced with Clients.
- Project Management: Provided Document Control for consultant's role in the Inglewood Basketball Entertainment Center (IBEC) and the SoFi Stadium & YouTube Theater in Inglewood, CA; assisted the Consultant's project manager for the City of Vallejo's Navigation Center project setting up meetings, communicated with City staff and the design team, and coordinated specific design requests and the permit application.
- Administration: Assisted the front office staff in daily administration activities and answered any questions consultant's DRT staff had; interfaced with Clients; responsible for basic IT in the Southern California office; assisted management in communicating with off-site staff; provided any other duties management requested to help ensure the productivity of the Southern California office.
- Previous roles at Consultant: As the Senior Development Review Technician, led the front office staff in daily activities including logging in and out plans, answering phones, speaking with applicants, coordinating plan check with professional staff and management; worked with corporate office to improve Southern California DRT processes; supervise DRT and scanning staff; review and approve timecards; interface with Clients; responsible for Human Resources and basic IT in the Southern California office; assist management in communicating with off-site staff; supervised up to twenty-five (25) off-site staff members; manage the fleet of company cars in Southern California region; manages office supplies; provide any other duties management request to help ensure the productivity of the Southern California office.

Administrator, Stewardship Services Foundation

2012

- Worked the copier and printer for all tax return forms; memorized each state's requirements for number of copies and forms for all returns.

Jan Bear, SE, CBO | Senior Plan Review Engineer

Education

Bachelor of Science Degree,
Civil Engineering,
California Polytechnic
University at Pomona,
Pomona, California

Licenses | Certifications

California Structural Engineer,
SE 3333

California Civil Engineer,
CE 39402

ICC Certified:

Certified Building Official
1064139-CB
Plans Examiner Certification
1064139-60
Building Inspector Certification
1064139-10

Professional Affiliations

International Code Council,
(ICC)

Los Angeles Basin Chapter of
ICC,
o Chapter President 2005
o Chapter Vice-Pres. 2004
o Chapter Secretary, 1993

California Building Officials,
CALBO

American Society of Civil
Engineers, ASCE

Jan possesses 30 years of experience with municipal jurisdictions, including 20 years with management administrative duties. He has overseen the provision of plan review, inspection, permitting, records processing, and code compliance services in the building industry. His extensive technical experience spans structures and building code provisions for everything from residential additions, complex multi-use buildings and developments including high-rise structures.

As a collaborative leader, Jan provides exceptional leadership skills. He has served as the Chief Building Official for the City of Glendale for over 20 years supervising plan checking operations, building inspections and permit processing. Jan has managed the Appeals Boards of large jurisdictions. He directed the adoption of building codes and fee ordinances.

Jan is also ICC certified in multiple areas including as a Building Official, Building Plans Examiner, Building Inspector.

Work Experience

Lead/ Senior Plan Review Engineer, TRB + Associates

2020 – Present

- Contract Plan Review Engineer for major projects and jurisdictions on an as needed basis.
- Performs and supervises both residential, commercial, and industrial inspections of work in progress from start to finish projects.
- Communicates compliance elements with clients with solution driven resolve.

Chief Building Official, City of Glendale, CA

2000 – 2020

Plan Review Engineer, City of Santa Clarita, CA

1993 – 2000

Plan Review Engineer, City of Beverly Hills, CA

1990 – 1993

Plan Review Engineer, City of Los Angeles, CA

1982 – 1990

Petya McInnis, PE, CASp | Senior Plan Review Engineer

Licenses and Certifications

- Professional Engineer (P.E.)
- Certified Accessibility Specialist (CASp)
- ICC Plans Examiner
- CalOES SAP Evaluator

Education

- MS in Structural Engineering, University of California, Davis, 2009 - 2011
- BS in Civil & Environmental Engineering (Emphasis in Structures), California State University, Sacramento, 2007 - 2008
- MS in Structural Engineering (One semester away from completion), University of Architecture, Civil Engineering and Geodesy, Sofia, Bulgaria, 1999 – 2003

Skills

- Collaborative Team Player
- Detail-Oriented
- Hardworking
- Enthusiastic
- Dependable
- Quick Learner
- Proficient in Current Design Standards (e.g., ASCE7, ASCE41, ACI 318, AISC, etc.)
- Software Proficiency: Experienced in 2D/3D drafting and structural analysis software (e.g., AutoCAD, LDD, Civil 3D, SAP2000, Navisworks)
- Knowledge and experience in finite element analysis tools (e.g., ABAQUS, ANSYS)

Computer Skills

- Programming & Web Design: Matlab, SQL, C++, HTML, JavaScript
- 3D Studio MAX
- SolidWorks
- Adobe Photoshop
- Illustrator
- CorelDraw
- Macromedia Shockwave Flash

Languages

- English
- Bulgarian
- Russian

Petya McInnis possesses over 24 years of experience in engineering and construction, encompassing design, plan review, and inspection for residential, commercial, and industrial projects. In her recent role as a Plan Check Engineer for the City of Fairfield, Petya oversaw a wide range of design disciplines for projects of varying sizes and types. Her expertise spanned from simple residential additions to complex commercial and industrial developments. Petya offered invaluable assistance to stakeholders, ensuring compliance with code requirements and providing technical supervision to permit technicians and inspection staff. Her proactive approach extended to assisting Building Inspectors and Officials with code research and interpretation, resulting in effective solutions for challenging construction scenarios. Petya's contributions included recommending and implementing process and policy changes to further the city's objectives. Additionally, she prepared reports and updates for the City Council, ensuring transparency and accountability in project management.

Petya also served as a client liaison for all clients in the Sacramento region and numerous clients in the Bay Area. With exceptional interpersonal skills, high productivity, and a strong work ethic, she consistently delivered top-notch customer service.

As a professional Engineer, Petya holds ICC certification as a Building Plans Examiner and is also a certified access specialist (CASp). Petya's extensive experience and expertise make her a valuable asset to any team. With well-rounded experience in the building industry, she brings a wealth of knowledge and skills to every project she undertakes.

Work Experience

Sr. Plan Review Engineer, TRB and Associates, Inc.

2024 – Present

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Plan Review Manager, Private Consultant

2022 - 2024

- Oversaw daily activities of all plan review staff in the Sacramento region.
- Provided technical assistance, training, and mentorship for internal and jurisdictional staff.
- Served as a client liaison for all clients in the Sacramento region and several clients in the Bay Area.
- Reviewed all design disciplines for projects of all sizes and types.
- Specialized in reviewing large commercial projects such as mixed-use multi-family, high-rise, and podium construction.
- Prepared proposals and time estimates

Senior Plan Check Engineer, Private Consultant

2021 - 2022

- Responsible for reviewing all design disciplines for projects of various sizes and types across multiple Cities and Counties in California, Oregon, Washington, and Massachusetts.
- Specialized in reviewing large commercial projects including mixed-use multi-family, high-rise, podium construction, shopping centers, restaurants, warehouses, big-box stores, tenant improvements, etc.
- Led "page-turning" pre-submittal sessions aimed at identifying and resolving code compliance issues before submission.
- Managed the Stanford University SLAC plan review contract.
- Provided training and performed quality control for plan review staff.
- Prepared proposals and time estimates.

Plan Check Engineer, City of Fairfield, Fairfield, CA

2014 - 2021

- Responsible for reviewing all design disciplines for projects of various sizes and types in the City of Fairfield.
- Reviewed projects ranging from simple residential additions, alterations, ADUs, and garage conversions to complex commercial and industrial TIs and new developments.
- Assisted designers, contractors, developers, business owners, homeowners, and City staff in applying, understanding, and interpreting applicable code requirements for each project, providing guidance for potential code-compliant solutions.
- Provided technical supervision to permit technicians and inspection staff.
- Assisted Building Inspectors and Building Official with code research and interpretation on difficult or unusual construction situations.
- Recommended and created process and policy changes.
- Prepared reports and City Council updates.

Senior Structural Engineer, AIR Worldwide, San Francisco, CA

2011 - 2014

- Served as a Senior Engineer in the Catastrophe Risk Engineering Group.
- Evaluated code compliance of proposed and existing facilities across different countries/regions worldwide.
- Reviewed structural drawings and calculations to identify potential design deficiencies.
- Developed reliable quantitative measures of site-specific natural disaster risk (e.g., seismic, wind, flood, tsunami).
- Created 3D structural models for performance-based evaluations.
- Conducted site inspections and prepared proposals, progress reports, final project reports, and presentations.
- Collaborated closely with national and international government agencies and organizations on disaster risk reduction, mitigation, and response strategies.
- Notable projects included:
 - Seismic Risk Assessment of the Solar Millennium Project at Blythe, CA
 - Hurricane Risk Assessment of Walt Disney World, Orlando, FL (Phase I, IIA, and IIB)
 - Seismic and Wind Risk Assessment of KAUST, Saudi Arabia
 - Real-time Seismic Damage Assessment for the California Earthquake Authority
 - Real-time Hurricane Risk Assessment for DOW Chemical, Freeport, TX
 - Various international multi-phase disaster risk assessment projects in collaboration with the World Bank and the Asian Development Bank.

Design Engineer, Mark Thomas & Company, Sacramento, CA

2008 –2011

- Worked as a Design Engineer on multiple municipal transportation engineering projects, including highway interchange and bridge projects, local roadway improvements, and streetscape enhancements.
- Prepared infrastructure analyses to support the implementation of planning frameworks and design concepts for each project.
- Led the planning, geometric design, and coordination for the Sacramento City College Bicycle/Pedestrian Overcrossing Project.
- Provided construction support for the 4-mile Folsom Blvd Enhancements Project in Rancho Cordova and the historic preservation R Street Reconstruction Project in Sacramento.
- Prepared various technical reports, construction details, utility mapping and coordination, grading plans, access compliance, quantity take-offs and estimates, drainage pattern analyses, and storm drain design.
- Other projects included: I-5 / Cosumnes River Blvd Interchange PS&E, Watt Ave / HWY 50 Project, Sacramento Regional Transit SSCP2, Stockton Transportation Impact Fee Study, R Street Market Plaza, and Ramona Ave Extension.

Project Engineer / Project Manager, KHS&S Contractors, Concord, CA

2005 – 2007

Daniel McLaughlin, PE, CASp | Senior Plan Review Engineer

Education

Masters in Structural Engineering
Lehigh University
Bethlehem, PA

B.S Civil Engineering
Lehigh University
Bethlehem, PA

Registration

Registered Civil Engineer,
California

ICC Certified Plans Examiner

DSA Certified CASp

Professional Affiliations

American Institute of Steel Construction

Dan McLaughlin is a registered Civil Engineer and ICC Certified Plans Examiner with plan review experience on numerous residential and commercial projects. He has provided structural, life safety, and mechanical/electrical/plumbing, and energy reviews on a variety of residential and commercial project types. Project types include complex single-family homes, small to mid-sized retail shell buildings, office and mercantile tenant improvements, and large mixed-use projects. Dan possesses strong structural analysis skills and has an excellent working knowledge of ADAPT, RAM, SAP2000, AutoCAD, Revit, and MathCAD structural engineering software packages.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc.

2014 - Present

- Dan specializes in plan review coordination with extensive experience on both complex commercial and residential projects. Dan has served in project management leadership roles across many large-scale projects including Phase 1 of the \$9 billion RELATED Santa Clara project, and the \$1.5 billion UC DAVIS HEALTH Sacramento Campus, Aggie Square project.
- Recently participated in review of 4 story 135,000 sf wood apartment building over 2 story PT parking garage
- Participated in review of a 6 story 133,000 sf steel buckling restraint braced frame office building
- Review a variety of wood, concrete, and steel building types
- Communicate with project engineers and architects on a regular basis

Engineering Assistant, Contra Costa County Sanitary District

2011 - 2014

- Performed submittal check to ensure use of proper materials and equipment
- Created site maps to discover location of overflows in the event of clogs in the systems
- Performed sewer line inspections to ensure proper installation by contractor
- Supervised bore sight to allow continual work when lead engineer not on site

Engineering Internship, City of Pleasant Hill, Engineering Division

2007

- Performed quality control of storm drainage system project
- Supervised ADA sidewalk installation to ensure proper installation by contractor
- Developed PowerPoint Presentation of the City department functions for the City Engineer

Residential Construction, McLaughlin Construction

2011, 2013

- Extensive knowledge in residential wood construction. Restored Victorian home including repair and seismic retrofit of foundation, re-leveled house and conducted full replacement of electrical, plumbing and sewer line. Completed unfinished basement including framing, insulation, electrical, sheetrock and finish work

Collection System Operation Laborer, Contra Costa County Sanitary District

2009, 2010

- Performed assigned duties on the hydro, rodding, construction, and utility's location crews

Karin Kuffel, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science
Civil Engineering
Purdue University; West
Lafayette, Indiana

Master of Business
Administration
Saint Mary's College of
California; Moraga, California

Registration

Registered Structural Engineer
California

Karin has over 30 years of structural engineering experience. Ms. Kuffel has vast structural design experience in both complex commercial and residential projects. She has managed many large-scale projects; including hospitals, OSHPD and the Chabot Space and Science Center. Her experience includes staff training, building design, and design review, as well as construction supervision and development of design and construction guidelines for new single-family residences.

Work Experience

Plan Review Engineer, TRB + Associates, San Ramon, CA

2016 – Present

Provide structural plan check reviews of large commercial and institutional structures for multiple Bay Area building departments.

Build Change; Philippines

2014 – 2016

Lead Engineer - Philippines. Responsible for all technical work and staff of Denver-based engineering non-profit's programs and operations throughout the Philippines, including management of Filipino engineering/technical staff comprised of engineers and builder trainers. Supervised training of local staff, building design, design review, construction supervision, and development of design and construction guidelines and recommendations for single-family homes and schools based on the National Structural Code of the Philippines.

Crosby Group; San Mateo, CA

2011 – 2014

Senior Structural Engineer/Project Manager. Project management on multiple design-build projects, working with design team and contractor on fast-track work both in- and out-of-state. Responsible for managing project team from design through construction, developing and tracking fees, deadlines, and deliverables.

Independent Consultant

2009 – 2011

Structural engineering consultant in San Francisco Bay Area. Consultant for small commercial and residential work. Extended contract work for Rutherford & Chekene included multiple hospital projects covering new hospital facility design, OSPHD plan-check work, and construction administration assistance.

Biggs Cardosa Associates, Inc., SF, CA

2006 – 2009

Senior Engineer. Project management with responsibility for developing work, managing project production work, and overseeing construction administration. Representative projects include oversight for design of 8-story residential and parking structure for Santana Row Parcel 8b (San Jose, California) and the Lowe's parking structure in San Francisco.

KPFF Consulting Engineers; SF, CA

2004 – 2006

Project Manager. Responsible for developing work and fee proposals, managing project engineering, and drafting work, and overseeing construction administration. Project management included design of 5-story addition to Kaiser Santa Rosa Hospital, construction administration for 7-story addition to Modesto Memorial Hospital, and design and construction of low-income housing for South County Housing.

Independent Consultant

2001 – 2004

Structural engineering consultant in San Francisco Bay Area. Consulting clients included Chabot Space and Science Center, SOHA Engineers, and Gerson/Overstreet Architects.

Thomas Hemenway, SE, PE | Senior Plan Review Engineer**Education**

B.S. Civil Engineering
Technology, Structural
Emphasis
Metropolitan State College,
Denver

Registration

Registered Structural Engineer
California (#5348)

Registered Civil Engineer
California (#52357)

Professional Affiliations

SEAONC Member

Tom Hemenway is a Registered Structural Engineer with over 30 years of engineering experience. Tom's experience includes providing structural, civil, and architectural design and quality control on a variety of industrial, commercial, and residential project types including multifamily podium projects, utility-scale power plant facilities, and retail buildings. He has served in design and analysis capacities for a number of seismic strengthening projects involving timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area. His technical skills include 3D modeling and dynamic analysis for large foundations and structures.

Select Project Experience

- Lead Civil/Structural Engineer on multiple projects including the following:
 - NUMMI, Stamping Plant and Plastics Plant Expansion, Fremont
 - Vandenberg AFB housing development phases III and IV
 - 140 Geary Street seismic retrofit, San Francisco, CA
 - Amgen, Process Lab Building 99, Thousand Oaks, CA.
 - Huntington Hotel, San Francisco, CA
 - Wells Fargo Bank, Fremont Data Center, Fremont, CA.
- Responsible for Civil, Structural, and Architectural designs for industrial projects domestic and international.
- Responsible for structural analysis and design of seismic strengthening to existing timber, steel, concrete, and masonry buildings in the greater San Francisco Bay area.
- Responsible for 3D model constructability review for a new GE 7FA natural gas-fired and GE A10 steam turbine, 1x1 combined cycle electric power generating facility.
- Responsible for ensuring quality of Civil, Structural, and Architectural construction activities for 600-megawatt natural gas-fired, combined cycle electric power generating facility.
- Performed dynamic structural analysis and concrete design for new steam turbine foundation.
- Designed concrete and steel structures for Kennecott Copper Smelter Modernization Project, Salt Lake City, UT using STAAD III and Microstation for PC computer.
- Designed steel pile and conventional concrete pad foundations for overland conveyor at Falkirk Mine in Underwood, North Dakota.

Work Experience

TRB + Associates, Inc., Senior Plan Review Engineer	2016 – Present
Owner, TjHemenway Design Consultant	2014 – 2016
Construction and Engineering Interface Manager, Kvaerner North American Construction Inc. and Parson Brinkerhoff JV	2013
Owners Representative, Calpine, Russell City Energy Center	2011 – 2012
Lead Structural Engineer, Aker Kvaerner	2002 – 2003
Resident Engineer, Kvaerner	2000 – 2002
Civil/Structural Discipline Manager, Kvaerner Metals	1998 – 2000
Senior Structural Engineer, Kvaerner Metals	1997
Civil/Structural Lead Engineer, The Bentley Company	1995 – 1996
Others	1981 – 1994

William Vaughn, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science,
Structural Engineering,
Masters-level Course Work in
Structural Engineering,
Portland State University,
Portland, Oregon

Bachelor of Arts, Economics,
Course Work in Business
Administration and Industrial
Engineering, State University of
New York, Buffalo, New York

Registration

Registered Structural Engineer,
California

Registered Civil Engineer
California

Professional Affiliations

Structural Engineers
Association of Northern
California (SEAONC)

Structural Engineers
Association of California
(SEAOC)

International Code Council
(ICC)

East Bay Chapter of ICC

William Vaughn is a Registered Structural and Civil Engineer with over 35 years of experience in construction, structural engineering design, seismic investigation and structural peer and plan review. Bill has extensive knowledge in commercial and residential buildings as well as industrial facilities using steel, concrete, masonry and timber design. He also has a wide range of construction field experience including supervision, construction methods, product development and structural inspection. Of particular note, Bill's steel design portfolio includes 2 Moment Frame patents with HSS Steel Columns and Wide Flange Beams.

Select Project Experience

- Provided structural design and peer review services for clients with residential, multi-family, and commercial buildings using timber, steel, concrete, and masonry design.
- Produced structural designs for new buildings and provided structural designs and evaluations for alterations to existing buildings.
- Designed seismic strengthening of un-reinforced masonry buildings, wood buildings, and concrete tilt-up buildings.
- Produced repair designs for earthquake damaged facilities and for other structurally damaged buildings.
- Conducted analyses of existing buildings to assess compliance with codes and drawings.
- Performed investigations of earthquake, fire, and flood distress. Prepared reports, engineering analyses, and repair recommendations.
- Provided expert witness, structural peer review and plan review services.
- Investigated structural damage and distress for litigation preparation purposes. Prepared reports, engineering analysis, and recommendations to client. Provided design preparation and construction observations for repair designs.

Structural Peer Review

- Haas School of Business, University of California, Berkeley, CA

Structural Plan Review

- Russell City Energy Center, New \$800 million Power Plan Project (for California Energy Commission), Hayward, CA
- Newell Village Mixed Use Project, Walnut Creek CA
- Terraces at Los Altos Mixed Use Project (Phase 3), Los Altos, CA
- New Family Dollar Store, Sacramento, CA

Structural Design

- Chevron Willbridge Terminal Upgrade, Portland, OR
- Chevron Eureka Terminal Upgrade, Eureka, CA
- Kaiser - Lennon Lane Mechanical & Seismic Upgrade, Walnut Creek, CA

Work Experience

TRB + Associates Inc., Senior Plan Review Engineer	2011 – Present
Vaughn Engineering, Principal Structural Engineer	1994 – 2011
David L. Messinger & Associates, Civil & Structural Engineer	1990 – 1994
Alan R. Horeis Structural Engineers, Civil Engineer	1987 – 1990
Others	1971 – 1987

Deborah Sandercock, SE, PE, CASp | Senior Plan Review Engineer

Education

MS in Civil Engineering,
University of California, Irvine

BS in Architectural Engineering,
California Polytechnic
University, San Luis Obispo

Licenses | Certifications

Structural Engineer, California
(4511)

Professional Engineer, CA
(56904)

Certified Access Specialist,
California (288)

Deborah has nearly 25 years' building life safety experience, serving as a Building Official, Supervising Structural Engineer and Deputy Director of Planning and Building for multiple jurisdictions. From her private sector work, to serving as a Supervising Structural Engineer for Contra Costa County, and later a Deputy Director for the City Oakland, she has been involved in the building industry since 1993. Ms. Sandercock has vast experience in complex industrial, commercial and residential projects. She has also managed multi-division staff in the areas of building, housing, zoning, code enforcement and inspection.

Work Experience

Building Official/Deputy Director Planning & Building, City of Oakland

2013 – 2016

- Plan, direct and coordinate through subordinate supervisors a variety of building services including building, housing and zoning code compliance and enforcement, inspection services, engineering and plan review services, permit processing and seismic safety programs; develop and implement the new Accela permitting system; develop and present legislation for new programs and adoption of local codes to County, Administrator and Mayor; perform analysis for fee study and develop new fee schedules; resolve complex building service issues; provide code interpretations to staff, city officials and constituents; handle disciplinary issues and performance appraisals; direct the process for hiring staff; oversee department budget and finances, develop and implement department policies and procedures; work closely with Council, public and private groups to explain or coordinate programs and proposed projects.

Supervising Structural Engineer, Contra Costa County, Martinez CA

1999 – 2013

- Supervisor of plan check and engineering staff as well as the Application and Permit Center; develop department policies and County ordinances, make policy recommendations on code interpretations, provide technical training/support for plan check and inspection staff, review plans for compliance with structural, fire and life safety, disabled access requirements.
- Perform and manage plan review for oil refineries and power generating plants, review and update permit fees, assist in the development and maintenance of the Accela permitting system, handle disciplinary issues and perform annual appraisals, Certified Access Specialist for the department.
- Powerplant Experience – Marsh Landing Generating Station, Antioch – 2010-2013

Project Engineer, DASSA Design, San Francisco, CA

1998 – 1999

- Structural analysis and inspection of public-school buildings for the development of seismic strengthening plans. Structural analysis and inspections of hospital buildings for the development of Senate Bill 1953 reports.

Project Engineer, Deems Lewis McKinley Architecture

1997 – 1998

- Structural design of new public-school buildings and seismic strengthening plans for existing public-school buildings.

Design Engineer, Ficcadebti & Waggoner, Inc.

1993 – 1997

- Structural design of commercial buildings. Inspection and design of repair plans for earthquake damaged buildings. Forensic inspection and analysis of existing residential buildings to determine structural deficiencies and develop repair plans. Design of curtain wall systems in light gauge and structural steel.

Mike Kaszpurenko, SE, PE | Senior Plan Review Engineer

Education

Bachelor of Science,
Civil Engineering, Clarkson
University, Potsdam, New York,
1976

Registration

Registered Structural Engineer,
California

Registered Civil Engineer
California

Professional Affiliations

Structural Engineers
Association of Northern
California (SEAONC)

FEMA Structural Specialist, for
Urban Search and Rescue, Task
Force 7, Sacramento, CA.

California Office of Emergency
Services Volunteer for post-
earthquake building review.

Mike Kaszpurenko is a registered Structural and Civil engineer with over 30 years of engineering experience. His experience encompasses the plan review, design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal.

Mike's experience includes working for a large structural steel fabricator where he was involved in detailing shop drawings, design of connections, and on-site field review.

Select Project Experience

Industrial, Manufacturing

- Corn Products Cogeneration Facility, Stockton, CA. Plan review of boiler building and miscellaneous foundations for new facility.
- Nine Mile Point Two Nuclear Power Plant, New York. Miscellaneous connection designs.
- Oswego Power Plant, Oswego, New York. On site engineer, for fabricator of breeching, during construction of oil-fired power plant.

Commercial / Government /Civic

- 600 Sutter, San Francisco, CA. New eight story building.
- 973 Market, San Francisco. Seismic upgrade of an existing 8 story brick and concrete building.
- Saks Fifth Avenue, San Francisco, CA. Foundation shoring for a new department store.
- El Camino Real Hotel, San Mateo, CA. Preliminary design of a new three-story hotel.
- 1989 Loma Prieta Earthquake, San Francisco, CA. Damage assessment of numerous apartment buildings and other structures for the City of San Francisco.
- City Center Rotunda, Oakland, CA. Upgrade of three, eight story adjacent buildings into one multifunction facility.

Education, Assembly / Healthcare

- Windsor Middle School, Windsor, CA. New \$11 million School Campus.
- Laguna Salada School District, Pacifica, CA. Survey of 12 school campuses for Pacifica School District.
- Clovis East High School, CA. Plan check review for the Office of the Office of State Architect on several buildings of a new campus.
- Kaiser Hospital Service Building, Walnut Creek, CA. New two-story support facility for a hospital.

Multi-unit Residential

- Winterland Apartments, San Francisco, CA. Engineer of record for a 304-unit apartment complex consisting of four stories of wood framing over several levels of concrete parking.
- Park Hill Terrace, San Francisco. Upgrade and extension of former 8 story hospital building into condominiums.

Work Experience

TRB + Associates, Inc. San Ramon, CA	2009—Present
Structural Engineers Collaborative, San Francisco, CA	1986—Present
Culley Associates, San Francisco, CA	1980—1986
H. J. Degenkolb & Associates, San Francisco, CA	1978—1980
Cives Steel Corporation, Gouverneur, New York	1976—1978

Jeff Brooks, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist
- ICC CA Commercial Plumbing Inspector
- ICC CA Commercial Mechanical Inspector

Education

Cosumnes River College
Building/Home/Construction
Inspection/Inspector

Honors/Awards

- Building Official Leadership Academy – CALBO Building Official Leadership Academy (BOLA) Award for completing the CALBO BOLA program for 2017-2018.

Skills

- Municipalities
- Construction
- Code Enforcement
- Life Safety
- Building Codes
- Plan Review
- Building Inspections
- NFPA
- Interpersonal Skills

Jeff possesses over 40 years in the construction industry with 21 years as a building inspector performing commercial and residential plan review and inspections in the building life safety, accessibility, plumbing, mechanical disciplines throughout Northern California. Jeff's expertise includes the review of highly complex mechanical and plumbing systems. He also has 20 years of experience working in the trades and as a contractor building custom homes.

As a collaborative leader, Jeff recently provided exceptional leadership skills as the Cannabis Project Manager for the City of Sacramento Building Division. He also provided training and direction for other plans examiners and inspectors for legal related facilities. He works well with the public as well as his colleagues and maintains high levels of productivity and reliability with excellent work ethic to deliver high quality customer service.

Jeff is ICC certified as a Commercial Building and Electrical Inspector. In addition, he is also certified as a California Access Specialist (CASp). Jeff has well-rounded experience in the building industry.

Work Experience

Senior Plans Examiner, TRB and Associates, Inc.

2021 – Present

- Reviews complex plan drawings and calculations for code compliance on behalf of client agencies.
- Performed comprehensive mechanical and plumbing review for new \$100 million mixed use project located in the City of West Hollywood.
- Performed mechanical and plumbing review for new \$1.3 billion mixed use project located in Sacramento, CA
- Reviews encompass all manner of construction, including residential, commercial, and industrial project types.

Building Inspector/Plans Examiner, City of Sacramento

2000 – 2021

- Performed mechanical plumbing plan review for Golden 1 Center Arena, home of the Sacramento Kings.
- Provided life safety, fire systems, and mechanical and plumbing plan review on a wide range of project types during tenure.

General Contractor, Brooks Construction

1980 – 2000

Jay Griffin, CASp | Senior Plans Examiner

Licenses and Certifications

- Certified Access Specialist #788

Education

High School Diploma

Skills

- Communication, both written and verbal
- Critical thinking
- Technical plan review
- Creative solutions to complex problems

Jay Griffin possesses over 40 years of experience in the building industry including 20 years as a Supervising Building Inspector. He has extensive knowledge in the areas of building life safety, accessibility, plumbing, and mechanical disciplines, as well as a strong background in plan review. Jay's expertise spans across a wide range of complex projects, including commercial and residential buildings. Throughout his career, he has gained hands-on experience working in various roles, such as carpenter, lead carpenter, job foreman, superintendent, building contractor, and building inspector.

As a collaborative leader, Mr. Griffin recently provided exceptional leadership skills as the Supervising Building Inspector for the City of Sacramento Building Division. He also taught life safety and disabled access classes to city staff and provided guidance and support to plan review and inspection staff. With his expertise in resolving code-related issues and ensuring compliance with regulations, Jay maintains high levels of productivity, reliability, and customer service. He is also a certified California Access Specialist (CASp) and is passionate about continuing a career in the building life safety field.

Work Experience

Sr. Plans Examiner, TRB and Associates, Inc.

2023 – Present

- Provides building plans examination for jurisdictions on an as-needed basis. Responsible for providing plan check reviews for residential and commercial structures. Review scope includes both structural and non-structural disciplines.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval.
- Performs plan review of light commercial tenant improvements and remodel projects.

Supervising Building Inspector, City of Sacramento, Sacramento, CA

2004 – 2023

- Reviewed incoming workload for completeness and complexity and assigned tasks to staff members as needed.
- Taught ongoing life safety and disabled access classes to city staff, ensuring that they were up to date on the latest regulations and requirements.
- Served as a subject matter expert on life safety and disabled access provisions of the California Building Code, providing guidance and support to city plan review and inspection staff. Resolved code-related issues as they arose, using deep knowledge and expertise to ensure compliance.
- Reviewed project plans for compliance with applicable requirements of the California Building Code for life safety and disabled access. Worked on a wide range of projects, from simple tenant improvements to high-rise buildings, complex additions to historic structures, and the Golden 1 Arena. Conducted thorough reviews and provided detailed feedback to ensure that all aspects of the code were met.
- Evaluated AMMR (Alternative Materials and Methods of Construction) requests for equivalence with prescriptive code.

Jim Begley, FPE, CFM, LEED AP | Fire Protection Engineer

Education

Worcester Polytechnic
Institute
M.S. in Fire Protection
Engineering - 2006

University of Maryland at
College Park
B.S. in Fire Protection
Engineering - 1996

Registration | Certifications

Licensed Fire Protection
Engineer:
California, Nevada, Arizona, 15
additional states

LEED Accredited Professional

ICC Certified Fire Marshal

ICC Certified Fire Plans
Examiner

ICC Certified Fire Inspector

Professional Affiliations:

National Fire Protection
Association (NFPA)

Society of Fire Protection
Engineers (SFPE)
Member grade

SPFE
Member of International Board
of Directors

Jim Begley has over 20 years of experience and began his engineering career in 1993 at Lockheed Martin Energy Systems in Oak Ridge, TN. After relocating to Las Vegas in 2002, Jim was responsible for hospitality projects such as Caesars Palace, Hard Rock Hotel, the Palms Casino, Bally's and Paris Hotel Resort while managing the Las Vegas office of Schirmer Engineering Corporation. In May 2005 Jim joined JBA Consulting Engineers as the Director of Fire Protection Engineering and became Director of Domestic Business Development in 2008 prior to establishing his own firm in 2010.

Jim is a registered Fire Protection Engineer in 18 states. While at the University of Maryland, Jim was awarded membership to the Salamander honorary fire protection engineering fraternity. Jim is a past President of the Southern Nevada chapter of the Society of Fire Protection Engineers (SFPE) and currently sits on the SFPE Board of Directors on an international level.

Select Project Experience

SHRA 12-Story Building Remodel, Sacramento, CA
Russell City Energy Center Project, Hayward, CA
Lodi Energy Center Project, Lodi, CA
River Rock Casino, Healdsburg, CA
Aliante Station Hotel and Casino, Las Vegas, NV
Barona Resort & Casino, Lakeside, CA
Caesars Palace Hotel and Casino, Las Vegas, NV
Diamond Jo Casino, Northwood, IA
Diamond Jo Casino Dubuque, Dubuque, IA
Durango Station Hotel and Casino, Las Vegas, NV
Encore at Wynn Las Vegas, Las Vegas, NV
Golden Nugget Hotel & Casino, Las Vegas, NV
Legends Casino, Yakima, WA
Little Six Casino, Prior Lake, MN
Mystic Lake Casino, Prior Lake, MN
Palms Casino Resort Phase II, Las Vegas, NV
Palms Casino Resort Concert Venue, Las Vegas, NV
Snoqualmie Casino, Snoqualmie, WA
Tropicana Mega Resort, Las Vegas, NV
Wynn Las Vegas, Las Vegas, NV

Work Experience

TER consulting	2010 – Present
jba consulting engineers	2005 – 2010
Schirmer Engineering Corporation	2001 – 2005
Fire Protection unlimited	1999 – 2001
Performance Design Technologies	1997 – 1998
Nexus Technical Services Corporation	1996 – 1997
Lockheed Martin Energy Systems	1993 – 1996

Steven Block, E.E. | Senior Plan Review Engineer

Education

B.S. Engineering, Physics
California State University,
Northridge, CA

Registration

Registered Electrical Engineer
California, Nevada, Arizona,
Hawaii

Steven Block is a highly skilled electrical engineer with over 25 years' experience in the electrical engineering field. His expertise includes electrical design and plan review for compliance with the National Electrical Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, California Electrical Code, California Energy Code, local ordinances, National Electrical Safety Code, OSHA and other applicable laws, ordinances, regulations, and standards (LORS).

Projects reviewed for code compliance include commercial and industrial solar power plants, commercial natural gas power plants, wastewater treatment plants, and cement plants, industrial and commercial buildings, parking structures, hotels, and municipal utilities. Designed and provided construction support for traffic signals, highway lighting, closed circuit television, traffic monitoring stations, maintenance stations, and storm water pumping stations.

Work Experience

Senior Electrical Plan Review Engineer, TRB and Associates

2016 – Present

- Plan review for residential, commercial, and industrial installations – Phillips 66 Naval Weapons Station, OSHPD 3 reviews for the City of Sacramento, Benicia Valero Refinery Audit, Child Daycare Center in Santa Clara, new apartments in Sacramento.

Senior Electrical Engineer, Private Consulting Firm

2004 – 2016

- Plan review for code compliance and field inspector support – Silver State North Photovoltaic Generating Station, transmission lines, and high voltage substation (Nevada), Palomar Power Project (California), Panoche Energy Center (California), Abengoa Solar Thermal Generating Station and substation (California), Genesis Solar Collector Generating Station (California), Inland Empire Energy Center (California), Distributed Energy Partners Generating Stations (Hawaii), Various Wind Power Generating Stations in Solano County, CA, and other generating stations.
- Plan review for commercial and industrial installations – FBI Honolulu, Disney Hawaii, Fort Irwin Military Housing (California), various rooftop photovoltaic installations (Hawaii), Valero Refinery Benicia (California), Transmission Line Feeder for Concrete Plant (Nevada) and Various Cellular Tower Installations (Hawaii).

James Johnson, E.E., QCxP | Senior Plan Review Engineer

Registration | Certification

Registered Electrical Engineer – Hawaii

ICC Certified Electrical Plans Examiner

Qualified Commissioning Services Provider (QCxP)

Construction Quality Control Reviewer (CQCR)

Professional Affiliations

Illuminating Engineering Society (IESNA)

International Association of Electrical Inspectors

Building Commissioning Association (BCA)

International Code Council (ICC)

Volunteer Affiliations

Board Member, Richmond High School Engineering Academy Advisory Board
2014 – Present

Volunteer Writer/Coach, El Cerrito and Richmond High Schools
2013 – Present

James Johnson is a Registered Electrical Engineer (Hawaii), ICC Certified Electrical Plans Examiner, and Qualified Commissioning Services Provider (QCxP) with over 30 years of experience encompassing electrical engineering design and plan review. Mr. Johnson has provided electrical plan review on a variety of project types including commercial building, tenant improvements, and photovoltaic systems. In addition, Mr. Johnson has performed extensive power and lighting systems design, engineering and construction document production, and project management.

Select Skills / Project Experience

- Analyze permit submittal plan documents for conformance to adopted national, state, and city/county codes including NEC, NFPA, IBC, ICC and UFC standards.
- Conduct forensic electrical systems investigations to determine origin and cause failure of equipment and associated distribution systems including power, lighting and fire alarm with analysis and resolution of legally adopted Code compliance issues.
- Provide scheduled review as CQCR of electrical construction documentation with scheduled site inspection to assure quality construction in accordance with minimum codes and standards for U.S. government projects.
- Professionally managed a wide variety of governmental, commercial, institutional, and residential projects with associated commercial and emergency, renewable and non-renewable power, lighting, and telecommunication systems.
- Provided oversight of engineering skills development and implements of Engineers-In-Training. As a lead instructor at Leeward Community College, taught Math, English and Writing from high school through college freshman levels.
- Proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop and Acrobat Pro, AutoDesk AutoCAD MEP 2013. Revit MEP 2013.

Work Experience

Senior Plan Review Engineer, TRB + Associates, Inc.	2014 – Present
Certified Electrical Plan Reviewer, City and County of Honolulu	2013 – Present
Senior Electrical Engineer/Project Manager, Moss Engineering	2005 – 2013
Office Manager, Senior Electrical Engineer, Tower Engineering	2000 – 2005
Senior Project Engineer/Manager, Applied Engineering	1995 – 2000
Lead Instructor, Office of Continuing Education and Training, Leeward Community College, Pearl City, HI	1995 – 2000
Senior Electrical Design/Project Manager, Bennett, Drane, Karamatsu Engineers, Honolulu, HI	1985 – 1995

Peter Kogan, M.E., LEED AP | Senior Plan Review Engineer

Education

Master of Science, Mechanical Engineering, Moscow Aeronautical Institute, Russia

Registration | Certification

Registered Professional Mechanical Engineer: California, Hawaii, Nevada, Texas, Colorado, Arizona

Certified Energy Manager (CEM), State of California

LEED Accredited Professional

Peter Kogan is a licensed mechanical engineer with over 30 years of diversified experience in the construction industry. His expertise lies in the areas of design and construction administration for Heating, Ventilation and Air Conditioning, Plumbing, Fire Protection, Energy and Building Studies, and Value Engineering. In the past ten years he was responsible for the design and renovation construction of several historical preservation projects. Peter's extensive experience and personal attention to project details has always ensured professional services performed within budget and to complete client satisfaction.

Peter has published several technical articles in the national magazine "Heating, Piping, Air Conditioning" and recently had an article published in the architectural magazine "Progressive Architecture". Peter has presented a technical paper on World Energy Congress in Atlanta, Georgia in 1990.

Select Project Experience

Healthcare

- New Medical Facility, Nevada Air National Guard, Reno, NV
- Radiology/ Oncology Labs Renovation, Hospital Building, UCSF, San Francisco, CA
- Renovation of Buildings 210/212 & 301, Metropolitan State Hospital, Norwalk, CA
- Sonoma State Hospital, Central Plant HVAC Modifications, Sacramento, CA

Education, Assembly

- Wet Research Laboratories in Building 74, Lawrence Berkeley Lab, Berkeley, CA
- Medical Research Laboratories, Warren Hall, UC Berkeley, CA
- Calvary Church, Los Gatos, CA. New 80,000 sq.ft., 2-story Life Center with Classrooms, Multi-Use Room, Gymnasium, Meeting Halls, etc.

Multi-unit Residential

- New Condominium Complex, San Francisco, CA. New 7 Story Condominium Complex located at 1438 Green Street
- Military Housing and Commercial Facilities, NAS Fallon, NV. New 3 Building Housing Complex comprising 126 Bachelor Enlisted Quarter units & new base Administration, Maintenance, Shop and Storage Facilities.

Commercial

- The Disney Store, New Retail Store, Winward Mall, Kaneohe, HI
- Office Building, San Francisco, CA. New 3 Story Office Building located at 325 Pacific Avenue
- New Ruth's Chris Steak House Restaurant, The Montage, Reno, NV
- Foods Pilot Plant Expansion for Clorox Corporation, Pleasanton, CA

Government, Civic

- Renovation of 3-Building Command Headquarter Complex, Travis Air Force Base, Fairfield, CA
- New 2-story Fitness Center at Naval Postgraduate School, Monterey, CA
- New International Arrival Building, Oakland Airport, CA

Work Experience

TRB + Associates, Inc

2008 – Present

Peter Kogan Associates, Owner

1988 – Present

Michael Osborn, PE, LEED AP | Senior Civil Plan Review Engineer

Licenses and Certifications

Registered Civil Engineer |
66022

LEED AP, 2009

Education

Bachelor of Science, Civil
Engineering
California Polytechnic
University, San Luis Obispo, CA

Caltrans Local Assistance
Resident Engineer (RE)
Academy

Affiliations

Leadership Santa Barbara
County, Board of Directors

Leadership Fresno, Class 31

American Society of Civil
Engineers (ASCE)

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Work Experience

Plan Check Engineer, Grading and Drainage Plan Check Services | City of Santa Clara, CA

Mr. Osborn is currently assisting the City of Santa Clara by providing grading and drainage plan check services for various projects in the city. Mr. Osborn has been a primary plan check engineer, reviewing on-site development and associated improvements in the public right-of-way in relation to demolition, grading and drainage. Projects have varied in size from single commercial buildings to multi-family residential to the multi-phased, mixed-use Related Santa Clara project.

City Engineer | City of Mendota, CA

Mr. Osborn is the current City Engineer for the City of Mendota. His responsibilities include management and coordination of the City's state and federally funded street projects through the Fresno County Council of Governments (FCOB) and Caltrans DLAE and coordination with the City Manager and Public Works Department on infrastructure issues with streets, water, sewer, and storm drain. Mr. Osborn has a significant role in assessing and identifying pavement conditions and storm drain infrastructure issues and needs for the City and putting that knowledge to use in assessing potential flooding issues and coordinating pavement maintenance and street reconstruction.

Project Manager, On-Call City Engineering Services | City of Dinuba, CA

Mr. Osborn provided general civil engineering services to the City of Dinuba, assisting the City's Public Works Department to complete capital improvement projects for 18 months. Projects that were included under this contract ranged from providing civil engineering and land surveying for park facility upgrades, ADA compliance, updating the City's Urban Water Management Plan, development reviews, and grant writing assistance.

Project Engineer, ADA Assessment and Barrier Transition Plan, Community Regional Medical Center | Fresno, CA

Mr. Osborn was the project engineer responsible for completing an ADA compliance site self-evaluation of the Community Regional Medical Center campus. The exterior site-evaluation consisted of the paths of travel from parking stalls to building front doors, and paths of travel between buildings. Upon completion of the evaluation and results report, a Barrier Removal Plan was prepared and included a detailed list of compliance areas that needed to be addressed.

Project Manager, Ongoing Consulting Services, Santa Barbara Community College District | Santa Barbara, CA

Mr. Osborn was responsible for providing ongoing engineering services for the Director of Facilities & Operation and Campus Development. He prepared a pavement assessment of all three campuses within the District, which led to the District's first pavement management plan. In addition, he improved approximately 30,000 square feet of pathways, repaired or resurfaced approximately 10 acres of asphalt pavement, improved the sites of 27,840 square feet of modular buildings, and improved accessible parking and routes of travel around each project. Additional scope of services included mapping existing utilities and improving potable water and sanitary sewer facilities to new buildings. Mr. Osborn also studied slope erosion and prepared "on-call" emergency slope repairs, and provided site grading, paving, utility and storm water management improvements for new building construction as the project civil engineer on several architectural teams.

Michael Williams | Supervising Inspector

Certifications/Licenses

California ICC Certified:

- Building Inspector B5
- California Residential Building Inspector
- California Commercial Building Inspector

Certified in Oregon:

- Oregon OIC-OR Inspector
- Oregon SIA-Structural Inspector A-Level
- Oregon CAS-Residential Structural Inspector

- Linhart Peterson Powers Associates (LP2A) Training Institute – Certificate
- State Of California Safety Assessment Program (CAL OES)

Education

- U.S. Army Air Defense Artillery, Army Ranger School Ranger Indoctrination Program (RIP)
- Diablo Valley College (DVC) courses in Electrical, Plumbing, and Mechanical Codes

Computer Skills

- Permit Plus
- Accela
- Permit Track
- Sweeps

Michael Williams possesses over 20 years of experience in inspection services for commercial and residential projects encompassing inspections of building, structural, electrical, plumbing, mechanical, overall life safety standards, IOR projects, local zoning codes, construction document review, issuing of building permits, as well as over the counter plan review. He is able to interpret and apply pertinent Federal, State, and local laws, codes, and regulations. Michael also has experience in all aspects of the construction industry.

Mr. Williams is highly motivated, hardworking, dependable, punctual, excellent team player with a “can do” attitude. Michael works well with the public, with his colleagues, in a leadership position, or alone, with strong interpersonal skills, high levels of productivity, reliability with excellent work ethic enabling successful interaction with clients, co-workers, and supervisors.

As an ICC Certified Building Inspector, Residential and Commercial Building Inspector, Michael is motivated to continue a career in the building and life safety field, and public service.

Work Experience

Supervising Inspector, TRB and Associates, Inc.

2023 – Present

- Building Inspector for jurisdictions on an as needed basis responsible for inspecting residential, commercial, and industrial project types from start to finish.
- Communicates compliance elements with clients with solution driven resolve.
- Provides over the counter building plans examination for jurisdictions on an as-needed basis.
- Reviews building plans and related documents for compliance with California Building Codes, agency requirements and policies. Verifies that projects have obtained all necessary approvals; maintains records and prepares final plan sets for approval as needed.
- Project types range from residential alterations to light-gauge structures in commercial buildings.
- Project Manager for Disaster Recovery Operations and Program Development.
- Cal OES SAP Inspector experienced for multiple events.

Project Manager and Building Inspector, Private Consultant, CA./OR.

2019 - 2023

Building Inspector, Solano County, Fairfield, CA.

2011 - 2019

Consultant/Project Manager, Build Rite Construction, Bay Area, CA

2009 - 2011

Building Inspector, Solano County, Fairfield, CA.

2006 - 2009

Building Inspector, Private Consultant, Elk Grove, CA.

2005 - 2006

Electrical Apprentice/Construction Laborer, Steiny & Co., Vallejo, CA.

2000 - 2005

Sargent, U.S. Army – Fort Drum Watertown, NY.

1993 - 1998

Julie Moss | Senior Permit Technician

Education

- Bachelor of Arts in Health and Human Services, California State University Long Beach, 1988-1991
- Texas A&M University, 1985-1988

Skills

- Ability to work independently and efficiently
- Strong time management and multitasking skills
- Excellent attention to detail and data handling
- Effective communication and teamwork
- Proficient in Microsoft Office Suite and relevant software
- Experience in the construction industry, with knowledge of plan review, permit processes, and fees

Julie Moss possesses over 20 years of experience in Building & Safety and civil plan review coordination and administration. With a deep understanding of permit tracking systems and building department policies, she excels in managing multiple projects through her strong customer service, organizational skills, attention to detail, and effective communication.

Self-directed, results-driven, and adaptable to fast-paced environments, Julie is committed to delivering exceptional customer satisfaction. She is eager to leverage her extensive experience and skills to contribute to the success of your organization.

Work Experience

Permit Technician

TRB and Associates | 2024 - Present

- Review applications and construction documents for completeness and compliance; route plans for appropriate staff for processing. Coordinate the plan check process, ensuring all necessary documentation and reviews are completed.
- Prepare and issue permits in accordance with Building Department standards, development conditions, improvement standards, construction specifications, and city ordinances.
- Perform data entry and manage the routing of permits and plans using specialized database and permit tracking systems.
- Handle various administrative tasks, including reporting, billing, and accounts receivable.
- Establish and maintain positive working relationships with the public, development community, city staff, and other stakeholders, act as a liaison to multiple agencies.
- Effectively manage diverse responsibilities, including timely plan processing and coordination with discipline managers (e.g., Planning, Engineering, Building).
- Respond to and assist in resolving development-related inquiries and complaints. Assess alternative solutions and present recommendations to supervisors and staff.

Building & Safety Plan Review Coordination and Administration

Private Consultant | 2006 - 2024

Plan Review and Coordination

- Review application and construction documents to ensure all required plans, calculations, and supporting documentation are included.
- Route plans, both hard copy and electronic, to appropriate plan reviewers.
- Coordinate the plan review process to ensure all necessary documentation and reviews are completed.
- Perform data entry, reporting, and track plan processing using specialized city database/permit tracking systems.
- Maintain electronic and hard copy files for project records.
- Communicate corrections and approval correspondence with building departments and applicants.
- Respond to inquiries regarding the status of projects.

Customer Service and Relationship Management

- Establish and maintain good working relationships with co-workers, municipal building departments, and the public including engineers, architects, homeowners, contractors, developers.
- Respond to and assist in the resolution of inquiries and complaints.
- Evaluate alternative solutions and develop recommendations.
- Provide excellent customer service to both applicants and jurisdictions.

Administrative Support

- Perform various administrative tasks, reporting, and invoicing.
- Maintain filing systems, create and modify forms.
- Organize and assemble documents and files.
- Assist with staff correction letters.
- General office duties: mail management, filing, reception, phone management.

Civil Engineering Plan Review Coordination and Administration

Private Consultant | 2004-2006

Plan Review and Coordination

- Review application and construction documents ensuring that all required plans, calculations and supporting documentation is included.
- Route hard copy plans to appropriate plan reviewers.
- Coordinate the plan reviewing process, ensuring all necessary documentation and reviews are completed.
- Maintain and update Excel databases/spreadsheets for tracking information and generating reports, as well as maintaining hard copy files.
- Communicate corrections and approval correspondence to public works departments and applicants.
- Respond to inquiries regarding project status.

Customer Service and Relationship Management

- Establish and maintain positive working relationships with coworkers and multiple municipal public works departments to ensure efficient project completion and collaboration.
- Respond to and assist in the resolution of inquiries and complaints.
- Maintain and update Excel databases/spreadsheets for tracking information and generating reports.

Administrative Support

- Perform general administrative tasks including filing, reporting, and invoicing.
- Respond to and address development-related inquiries and complaints, proposing solutions and providing recommendations.
- Deliver excellent customer service to both applicants and jurisdictions.

7. Project Examples

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Lakewood on this assignment. As requested in the City's RFP document, please find the following relevant experience illustrating TRB's capabilities. Please note that additional information regarding our project experience is available upon request.

Hollywood Burbank Airport Replacement Passenger Terminal Project | City of Burbank, CA

Valuation: \$700 million

Project address/location: Burbank, CA

Project contact person: Mario Osuna, PE | Building Official

Phone: (818) 238-5241 | **Email:** mosuna@burbankca.gov

Scope of Services Provided: Plan Review & As-Needed Onsite Support

Project Dates: 2023 — ongoing

Key Personnel: Paul Armstrong, Doug Armstrong, Todd Bailey, Jay Griffin, Jeff Brooks, Jim Johnson, Karin Kuffel



TRB was recently selected by the City of Burbank to provide Life Safety, Disabled Access, Structural, MEP, Energy, Green Building, Low-Impact Development (LID), Civil, Grading, and Geotechnical code compliance services and Alternate Materials and Methods Request (AMMR) support for the Replacement Passenger Terminal (RPT) project at Hollywood Burbank Airport. Plan review will also include any post permit modifications on an expedited basis. Our team participates in monthly project team meetings and meetings to discuss specific topics (i.e. AMMR, plan check submittal walkthroughs, and plan check comment questions) set up by the design team and City.

This project is using a progressive design-build approach for permitting and construction. The scope of the project includes: a new 355,000 SF, 14-gate passenger terminal building (which will replace the current terminal building), new on-airport publicly accessible roads to include a primary entrance road, loop road, recirculation road and also a secondary access road, as well as airport service vehicle roads, and dedicated facility access roads; a new 6-Level, 700,000 SF public parking structure and an employee-only surface lot; new aircraft apron between building and active taxiway; and a newly constructed ancillary building to replace existing airline cargo and ground service equipment/terminal maintenance buildings.

Robertson Lane and Treehouse Mixed Use Projects | City of West Hollywood, CA

Valuation: \$100 million

Project address/location: West Hollywood, CA

Project contact person: Benjamin Galan, PE | Building & Safety Division Manager

Phone: (323) 848-6512 | **Fax:** (323) 848-6569 | **Email:** bgalan@weho.org

Scope of Services Provided: Code Compliance Plan Review

Project Dates: 2022 — ongoing

Key Personnel: Paul Armstrong, Doug Armstrong, Todd Bailey, Jay Griffin, Jeff Brooks, Jim Johnson, Karin Kuffel



TRB was selected by the City of West Hollywood to provide Life Safety, Disabled Access, Structural, MEP, Energy, Green Building, plan review code compliance services and Alternate Materials and Methods support for the 280,000 s.f. Robertson Lane and Treehouse Mixed Use Project. The project is anchored by a 9 story, 123-room luxury hotel, and an 8,000 sf event center. The roof-top of the hotel comprises a pool environment and restaurant that serves as the primary food and beverage venue for the hotel. The project also includes 4 stories (38,000 sf) of office space with a rooftop restaurant fronting Robertson Blvd. The project includes the reconstruction of the historic Factory building along Robertson Blvd for use as high-end retail. The Treehouse portion of the project includes a new nightclub and additional restaurant space. The project design includes a new 147,000 sf four-level below-grade parking structure that will accommodate over 500 vehicles.

Walnut Creek Energy Park Power Plant Project | City of Industry, CA / California Energy Commission

Valuation: \$300 million (500 MW Simple-Cycle)

Project address/location: City of Industry, CA

Project contact person: Mary Dyas | Compliance Manager, CA Energy Commission

Phone: (916) 651-8891 | **Email:** mdyas@energy.state.ca.us

Scope of Services Provided: Code Compliance Building Official, Inspection, Plan Review

Project Dates: 2015

Key Personnel: Todd Bailey, Dominic Ma



TRB was selected by the California Energy Commission, the authority having jurisdiction on the project, to provide full building department administration duties on this design-build project encompassing building official, plan review, and inspection roles; as well as civil & fire plan review and inspection, and OSHA worker safety compliance monitoring during construction. TRB staff were able to accommodate the owner-team's design-build fast track schedule while ensuring compliance with adopted codes, standards, and local ordinances. Measures taken to accommodate the schedule included electronic plan review of the more than 2,500 plan review submittal items received.

The project is a nominal 500 MW simple-cycle power plant, consisting of five 100 MW General Electric LMS100 natural gas-fired combustion turbine-generators. The tallest components of the project comprised five, 90-foot-tall combustion turbine generator exhaust stacks and a 39-foot tall by 211-foot long cooling tower structure. The project also included review of electric utility connection comprising approximately 1,200 feet of new 230-kilovolt transmission line and five offsite transmission 90' tall towers located within Southern California Edison transmission line corridor.

RELATED Santa Clara Mixed Use Project | City of Santa Clara, CA

Valuation: \$9 billion

Project address/location: Santa Clara, CA

Project contact person: David Tran, SE | Assistant Building Official

Phone: (408) 615-2436 | **Email:** DTran@SantaClaraCA.gov

Scope of Services Provided: Code Compliance Plan Review

Project Dates: 2020 — ongoing

Key Personnel: Paul Armstrong, Doug Armstrong, Todd Bailey, Jay Griffin, Jeff Brooks, Jim Johnson, Karin Kuffel



TRB was selected by the City of Santa Clara to provide Life Safety, Disabled Access, Structural MEP, Energy, Green Building, Civil, and Grading construction code compliance services, including Alternate Material and Methods support for Phase 1 of the Related Santa Clara multi-phased, mixed-use project. The project at projected build out consists of 9.2 million square feet of mixed-use development with commercial office, retail / entertainment including a food market, 1,680 residential units, 700 hotel rooms, parking facilities, new open space, and roads, new / upgraded / expanded infrastructure and utilities, and approximately 5 million square feet of corporate office space. The first phase of the project comprises an 850,000 sf garage with 2 high rise towers, 1 mid-rise building, and multiple low rise structures located above (podium construction).

Additional Project Experience – Plan Review

The following is a partial list of additional plan review projects worked on by our staff members. The project valuation for all below-referenced projects ranges from \$1 million to over \$5 billion.

Mixed Use

- SoFi Stadium, \$5 billion, Inglewood, CA
- Disney Star Wars Land Expansion, \$1 billion, Anaheim, CA
- New 39-Story High Rise Building, \$110 million, Oakland, CA
- New Mixed Use Recreation Center, Corona, CA
- Santa Clara Square Project, \$200 million, Santa Clara, CA



Government / Civic

- Anaheim Convention Center Expansion, \$200 million, Anaheim, CA
- New Fire Station (13,000 s.f.), Long Beach, CA
- Veteran's Administration Facility, Menlo Park Campus
- NASA Ames Research Facility, \$50 million, CA



Commercial

- Latitude Business Park, \$75 million, Corona, CA
- Kearny Logistic Center Buildings 1-5, 700k sf, Corona, CA
- New Cannabis Facility, Long Beach, CA
- New McDonalds Restaurant, Lake Elsinore, CA
- Monterey Bay Aquarium Learning Center, \$42 million, Monterey, CA



Biotechnology / Healthcare

- New Plastic Surgery Center, Long Beach, CA
- UC Davis Aggie Square Research Facility, \$1.9 billion, Sacramento, CA
- Kaiser Medical Office Building 2, \$100 million, Redwood City, CA
- NASA Biological Sciences Lab, CA



Industrial and Power Plant Cogeneration Facilities

- Inland Empire Energy Center (600 MW), Menifee, CA
- Rare Earth Element Processing Facility, San Bernardino, CA
- Mountainview Power Plant (1,000 MW), Redlands, CA
- Walnut Creek Energy Park (300 MW), Industry, CA

Residential / Residential Care Facilities

- Prose Apartments (14 res. bldgs., 420 units total), Moreno Valley, CA
- Terracina SFD Master Plan, Lake Elsinore, CA
- Iris Park SFD Master Plan, Moreno Valley, CA
- Valley Vista Senior Housing Complex, San Ramon, CA



Project Experience - Inspection / Building Department Administration

As additional reference, the following is a partial list of Inspection and Administrative assignments worked on by our staff members:

Building Official

- City of Signal Hill, City of Norwalk, City of Whittier, City of Coronado, County of San Mateo, California Energy Commission

Combination Inspection

- City of Corona, City of Huntington Beach, City of El Cerrito, City of Sacramento, City of Walnut Creek

Permit Technician

- City of Lake Elsinore, County of San Bernardino, City of Moreno Valley, City of Corona

Code Enforcement and Multifamily Inspection

- County of Solano, City of Concord, City of Antioch, City of Benicia

Delegate CBO Services

- Inland Empire Energy Center, Menifee, CA; Mountainview Power Plant, Redlands, CA; Walnut Creek Energy Park Power Plant, City of Industry, CA; Almond 2 Power Plant, Ceres, CA



Representative Client List

TRB staff members have extensive experience working with public agencies in California. The following is a partial list of Southern California, Local and State agencies currently or previously served by our staff members.

LOCAL AGENCIES – SOUTHERN CALIFORNIA		
City of Anaheim	City of West Hollywood	City of Long Beach
City of Lake Elsinore	City of Burbank	City of Huntington Beach
City of Norwalk	City of Fullerton	City of Indian Wells
City of Corona	City of Fullerton	City of Laguna Hills
City of Coronado	City of Santa Ana	County of Los Angeles
City of Yorba Linda	City of Santa Clarita	City of Pomona
County of San Luis Obispo	County of San Bernardino	City of Santa Clarita
STATE AGENCIES		
California Energy Commission	Division of the State Architect	California State University System
HCAi / OSHPD	UC Davis Health	Judicial Council of California

8. Cost Proposal

In accordance with the requirements of the City's RFP, TRB's Cost Proposal has been submitted as a separate file which accompanies this proposal response document.

9. Relationship with Work Performed

To confirm, TRB and its key personnel have no known relationships to work performed within the scope of this agreement, nor with any City officials or staff which would result in a conflict of interest.

10. Additional Information

All information related to service delivery approach, team qualifications, and project experience may be found in earlier sections of our proposal response.

11 & 12. Ability of Meet Insurance Requirements

To confirm, TRB has in place insurance coverage which meets the City requirements as stipulated in the RFP document. A Certificate of Insurance will be provided as proof of in-place coverage at the time of contract execution.



13. References

TRB understands the importance of maintaining a high level of quality and customer service when supporting the City of Lakewood with Building Division-related activities. We encourage you to contact the following references to provide testimony regarding our performance of work. Please note that additional references are available upon request.

City of West Hollywood

Contact: Benjamin Galan, PE | Building and Safety Division Manager
 Phone: (323) 848-6512 | Fax: (323) 848-6569 | Email: bgalan@weho.org
 Dates of service: 2020 – present
 Approximate contract amount: \$500k

Services Provided: Plan Review, Inspection and Permit Technician services

TRB is currently providing as-needed code consultation and building safety plan review services to the City. Services include providing a full-time onsite plans examiner.



City of Corona

Contact: Chris Milosevic | Building Official
 Phone: (951) 736-2250 | Fax: (951) 279-3561 | Email: ChrisM@CoronaCA.gov
 Dates of service: 2019 – Present
 Approximate contract amount: \$500k

Services Provided: Plan Review, Inspection and Permit Technician services

TRB is currently providing extensive as-needed plan review, as well as staff augmentation services.



City of Lake Elsinore

Contact: Bill Belvin | Building & Safety Manager
 Phone: (951) 674-3124 | Fax: (951) 471-1418 | Email: bbelvin@lake-elsinore.org
 Dates of service: 2019 – Present
 Approximate contract amount: \$200k

Services Provided: Plan Review, Inspection, Permit Technician services

TRB is currently providing as-needed plan review and staff augmentation services.



CSU Cal Poly San Luis Obispo

Contact: Travis Tyler | Director of Fire Safety, California State University
 CSU Office of Fire Safety
 Email: tyler@calstate.edu; Phone: (562) 900-3639
 Dates of service: 2023 – present
 Approximate contract amount: \$100k

Services Provided: As-Needed Plan Review Services

TRB provides as-needed on-call Fire and Life Safety Code Compliance Plan Review. Projects include the \$77 million, 505,000 sf renovation of the Robert E. Kennedy Library for the CSU Fire Safety team.



City of Santa Clarita

Contact: John Caparelli, PE | Building Official
 Phone: (661) 255-4935 | Email: jcaparelli@santa-clarita.com
 Dates of service: 2021 – present

Services Provided: As-Needed Plan Review, Inspection, and Permit Technician services

TRB is currently providing an onsite plan reviewer as well as as-needed offsite plan review assistance to the City.



14. Transition Plan

We would like to highlight that TRB possesses extensive resources and a pool of licensed engineers and certified building safety experts, well equipped to handle the scope of services requested. Our professionals are prepared to tailor solutions specific to the City's needs.

Upon contract award and at the City's discretion, TRB will coordinate with City staff to institute a plan to facilitate the transition of services provided by the City's existing provider to our firm. We understand that a successful transition plan is essential for ensuring that all current projects are kept on track and that staffing levels are maintained. Our team of professionals will meet with City leadership to develop the processes and procedures required to ensure that customer service levels are maintained or exceeded.

From review of the City's Request for Proposal document, we understand the City's current Building Official and supplemental service's needs. To provide the most efficient and timely customer service to the community, we are prepared to work within the City's current system while being prepared to develop, establish and/or recommend any City policies and procedures that may help maintain or improve the City's Building and Safety workflow.

It is understood that the City has historically contracted with Los Angeles County (LA County) for building plan check and inspection services. We would like to highlight that in addition to our experience working with the County's Energov system, our team has experience using other permitting systems such as Accela and Central Square while serving other local and state-level jurisdictions throughout California. If desired by the City, our team can assist with exploration of alternative permitting software systems.

In sum, TRB is prepared to coordinate with and assist City staff to maintain and/or develop a process that best accommodates the transition to our firm as a service provider; and are also prepared to assist with educational or outreach needs associated with this transition.



EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept

on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
BUREAU VERITAS

This Professional Services Agreement (“Agreement”) is made and effective as of July 1, 2025 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Bureau Veritas (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement. This agreement may be extended for an additional one (1) year term upon written approval from both parties.

2. SERVICES

Consultant shall perform plan check and building inspection services on an as needed basis described and set forth in Consultant’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City’s written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant

within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole

property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall

have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and

regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, California 90712
 Attention: Community Development Department

To Consultant: Bureau Veritas
 220 Technology Drive, Ste 100
 Irvine, CA 92618

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A Consultant's Proposal
Exhibit B Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL



**BUREAU
VERITAS**

PROPOSAL FOR CITY OF LAKEWOOD

2025 BUILDING & SAFETY SERVICES

May 16, 2025

CITY OF LAKEWOOD

Attn: Aldo Cervantes
Community Development Director
5050 Clark Avenue
Lakewood, California 90712
P. (562) 866-9771, Extension 2301
E. acervantes@lakewoodca.gov

CONTACT REGARDING THIS STATEMENT OF QUALIFICATIONS

Trang Huynh, P.E., CBO
Regional Manager, West Division
Plan Check & Inspection
Bureau Veritas North America
220 Technology Drive, Ste. 100, Irvine, CA 92618
P. 714.487.4223
E. trang.huynh@bureauveritas.com



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A: LETTER OF TRANSMITTAL

May 16, 2025

Aldo Cervantes
Community Development Director
5050 Clark Avenue, Lakewood, California 90712
P. (562) 866-9771, Extension 2301 | E. acervantes@lakewoodca.gov

RE: Proposal for Building & Safety Services — City of Lakewood, California

Dear Evaluation Committee Members,

On behalf of Bureau Veritas North America (BV), it is our privilege to submit our proposal to provide Building & Safety Services to the City of Lakewood. We appreciate the opportunity to partner with the City in ensuring the safe, efficient, and compliant development of its built environment.

BV is uniquely positioned to support Lakewood's program needs. Our Irvine office—only 25 minutes away—is home to the regional leadership and staff who will serve this contract, providing a responsive, consistent, and customer-focused team. We currently serve as Building Official and/or provide full Building & Safety services for several nearby cities including La Palma, South El Monte, Corona, Palmdale, and Monrovia. These long-standing partnerships have been built on trust, expertise, and our ability to adapt to each City's unique needs.

Our proposal is based on a full understanding of the City's expectations, including:

- Providing a Building Official or Deputy Building Official 4 days per week as the daily lead of the division;
- Delivering outstanding customer service including over-the-counter plan reviews and rechecks at City Hall for simple projects;
- Supporting the City with supplemental off-site plan review, building inspections, and code enforcement if requested;
- Ensuring the seamless use of Bluebeam and online permit software, consistent with your current workflow.

In addition, our proposed organizational structure includes Civil/Grading resources to meet any future needs. We have structured our rates consistent with recent proposals submitted to the County of Los Angeles and neighboring agencies.

We welcome the opportunity to provide superior plan review, inspection, and code compliance services, and to support the City of Lakewood as a trusted municipal partner. Please consider this proposal as a continuation of our proven track record of public-sector excellence.

Thank you for your consideration. We are excited about the possibility of working together.

Sincerely,



Trang Huynh, P.E., CBO
Regional Manager, West Division
Plan Check & Inspection
Bureau Veritas North America
220 Technology Drive, Ste. 100, Irvine, CA 92618
P. 714.487.4223
E. trang.huynh@bureauveritas.com



B: CONSULTANT DATA

BUREAU VERITAS NORTH AMERICA'S CONSULTANT DATA INFORMATION

1. Official firm name and address.

Bureau Veritas North America, Inc.
220 Technology Drive, Ste. 100
Irvine, CA 92618

2. Name, address, telephone number and email address of the Proposer's point of contact.

Trang Huynh, P.E., CBO
Regional Manager, West Division
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3. Indicate what type of entity (corporation, Consultant, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.

Corporation

4. Federal Employer I.D. Number.

06-1689244

5. The address, telephone numbers, and fax numbers of each of your firm's locations.

See following page.

6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual.

Bureau Veritas North America, Inc. was incorporated in the State of Delaware on March 26, 2003. BVNA is a Delaware corporation founded in 2003. It is a wholly owned subsidiary of Bureau Veritas Holdings, Inc. (a Delaware corporation – founded in 1988), which in turn is a wholly owned subsidiary of Bureau Veritas S.A. (BVSA) (founded in 1828) a company publically traded on the Euronext. BVSA has one shareholder owning greater than ten percent (10%), Wendel Investissement S.A.

7. Number of years Proposer has been in business under the present business name.

21 Years

8. All comparable contracts currently in effect.

BV has a steady and considerable flow of projects which it undertakes on a regular basis. BV's West Region initiates approximately 400 new projects per week (equaling nearly 21,000 annually). Due to this substantial and perpetually changing workload the firm respectfully requests the City of Lakewood's understanding that it would be nearly impos-

sible to quantify BV's Work in Progress at any given time and even if this was feasible said information would change so rapidly it would quickly be rendered obsolete. BV has at its disposal a large pool of resources and deep bench of highly qualified experts to tap into to address increases in workload. Any project which comes into the firm's offices is reviewed on-time, on-budget, and accurately. As a result of employing an extensive staff, BV is able to handle multiple large and small projects concurrently, without any negative impact to project turnaround times, project budgets, customer service, precision, or quality of deliverables.

9. Please describe areas of specialization provided by the Proposer.

BV has the capacity to deliver the following plan review services for compliance with all Federal and State laws, building and safety codes, Benicia municipal codes and ordinances, and acceptable engineering practices:

- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Accessibility requirements including:
 - » Barrier free plans examination requirements
 - » Disabled access
 - » CASp
 - » ADA
- Mechanical, plumbing, and electrical code plans examination
- Historical Building Code
- Review and approval of alternate materials, alternative design and methods of construction
- Green Building and LEED consulting including:
 - » U.S. Green Building Council (USGBC)
 - » LEED submittal consultation
 - » California Association of Building Energy Consultants (CABEC)
 - » Residential Energy Services Network (RESnet)
 - » Green building consulting including CAL Green
 - » ENERGY STAR verification
 - » Energy efficiency audits
- Civil plans examination including:
 - » Grading and drainage
 - » NPDES/SWPPP
 - » Development
 - » Infrastructure
 - » Water and wastewater
 - » Sewer including Onsite Wastewater Treatment Systems (OWTS)
- Fire plan review including:
 - » Fire sprinkler/fire alarm
 - » Smoke detection and dampers
 - » Underground

B: CONSULTANT DATA

10. Any failures or refusals to complete a contract and explanation.
Bureau Veritas North America, Inc. does not have any failures or refusals to complete any contracts.

11. Financial interests in other lines of business.
We do not hold any finaical interest in any other lines of business. See page 6 for additional services.

12. Known conflicts of interest.
Bureau Veritas North America, Inc. does not have any known conflicts of interest.

CALIFORNIA OFFICE LOCATIONS

BV proposes a highly qualified, multi-faceted core team of professionals dedicated to assisting the City. The firm’s partnership with the City will be managed out of its office in Irvine, CA and augmented by staff located at the firm’s 6



1 IRVINE
220 Technology Drive,
Suite 100
IRVINE 92618
Tel: 949.860.4800

4 WESTLAKE VILLAGE
250 N. Westlake Boulevard,
Suite 150
WESTLAKE VILLAGE 91362
Tel: 805.230.2888

2 PASADENA
600 N. Rosemead Boulevard,
Suite 233
PASADENA 91107
Tel: 626.325.9800

5 SAN LUIS OBISPO
1411 Marsh Street
Suite 107
SAN LUIS OBISPO 93401
Tel: 805.792.1109

7 SANTA ROSA
111 Santa Rosa Avenue,
Suite 230
SANTA ROSA 95404
Tel: 707.206.1265

3 SAN DIEGO
9988 Hibert Street,
Suite 100
SAN DIEGO 92131
Tel: 858.863.2000

6 SACRAMENTO
180 Promenade Circle,
Suite 150
SACRAMENTO 95834
Tel: 916.725.4200

B: CONSULTANT DATA

Listing of Services Offered

ARCHITECTURE AND ENGINEERING SERVICES:

- Architectural Design
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Compliance
- Commissioning

CONSTRUCTION CODE COMPLIANCE:

Government & Public Organizations

- Building Department Administration
- Building Plan Review
- Building Inspections
- Civil Plan Review and Inspections
- Disaster Recovery Inspections
- Food Establishment Inspections

Private Organizations

- Accessibility Plan Review & Inspections
- Code Consulting
- Energy Code Compliance
- Green Building Programs
- Risk Management Programs
- Third Party Plan Review & Inspections

Power & Utilities (Wet & Dry)

- Building a Power Plant
- Solar Roof Tops
- Emission Measurement
- Photovoltaic (Solar Electric) Power
- Wind Power

INDUSTRIAL MANUFACTURING COMPLIANCE:

- Boiler and Pressure Vessel Inspection
- Cargo Container Inspection
- CE Marking
- Pressure Equipment Directive (PED)
- Certification of USDOT Hydrostatic Facilities
- Expediting
- In-Service Inspection
- Mechanical Equipment Inspection
- Nondestructive Testing
- Protective Coatings Inspection
- Railway Component Inspection
- Shop and Site Installation Inspection

- Structural Steel Fabrication Inspection
- Technical Training
- Welding Engineering
- Manufacturing Compliance and Certification

ELEVATOR INSPECTIONS:

- Routine Inspections
- Plan Review
- Maintenance Audits/ Surveys
- Periodic Inspections and Test Witnessing
- Final Acceptance Test Witnessing
- Specification Reviews
- Modernization / Maintenance Surveys
- Accident Investigations
- Insurance Carrier Inspection Requirements
- Fire Service and Emergency Power Test
- Witnessing

COMMISSIONING

- BV Mission Critical
- Existing Building Commissioning
- New Building Commissioning
- Preventative Maintenance Services

ENVIRONMENTAL

- Phase I ESAs
- Phase II Site Investigation Assessment
- Radon Testing & Mitigation
- Vapor Intrusion Studies
- Asbestos & Lead Services

LAND PLANNING

- ALTA Surveys
- Zoning Reports
- Land Planning Services

FACILITIES

- ADA Assessments & Consulting
- Facility Condition Assessments
- Paving Evaluations
- Roof Assessments
- Equipment Inventory & Tagging
- Site Investigation Reports
- Fuel System Inspections
- Capital Expenditure Planning
- Preventative Maintenance Programs

1. Letter of Introduction, to include an understanding of the scope of services.

1. BUREAU VERITAS | BUILDING DIVISION ADMINISTRATION

a. Building Official / Deputy Building Official Assignment

Bureau Veritas (BV) understands the City requires a Building Official or Deputy Building Official four (4) days per week, nine (9) hours per day. BVNA will assign an experienced, ICC-certified professional who will:

- Serve as the City's designated Building Official per California Building Code, local ordinances, and federal and state laws.
- Manage all Building Division activities including plan check, permitting, inspections, and public counter services as a unified operation.
- Develop, amend, and enforce municipal ordinances and regulations necessary to implement the latest editions of the California Building Code and all related codes or amendments as adopted by the City.
- Evaluate and approve alternative materials and methods of construction.
- Prepare staff reports and recommendations to the City Council, attend Council and Commission meetings as required, and assist with appeals.
- Collaborate with Code Enforcement and Planning Divisions as needed to support compliance or enforcement actions.
- Serve as final interpreter of all building and safety code matters for the City.
- Monitor building activity levels, track plan check, inspection, and permit fees, and submit monthly activity reports with recommendations for staffing adjustments if necessary.
- Maintain accurate and complete permit files, construction documents, and plans per City requirements.
- Engage proactively with homeowners, contractors, architects, engineers, and developers to resolve concerns and ensure timely project completion.
- Enter all activities accurately and promptly into the City's tracking software including the LA County permitting platform and Bluebeam.
- Work fluently within the City's online permitting, plan check, inspection tracking, and customer service portals to ensure seamless process flow.

b. Technical Assistance for Code Updates

- BV will provide subject matter expertise to draft City ordinance updates, prepare necessary staff reports, and participate in the formal adoption process for periodic code updates as scheduled by the State of California.
- We will coordinate with LA County Fire Department to prepare required fire code updates and cross-reference

changes to maintain alignment between the City's Building and Safety codes and the Uniform Fire Code.

c. City Policy and Ordinance Review

Within the first thirty (30) calendar days of contract execution, BV will:

- Conduct a thorough review of all City policies, ordinances, and operational conditions relating to Building Division functions.
- Identify any gaps, duplications, or outdated provisions.
- Develop a timeline and recommendations for revision or creation of needed policies and provide a written report to the Community Development Director.

2. SUPPLEMENTAL SERVICES (AT THE CITY'S DISCRETION)

2.1 Building Plan Check Services

BV proposes to provide certified ICC Plans Examiners capable of performing residential, commercial, industrial, and municipal facilities plan checks at our Irvine office or on-site at City Hall (for OTC reviews).

We will:

- Conduct complete architectural, structural, plumbing, mechanical, and electrical reviews for compliance with the California Building Code, State and Federal regulations, City ordinances, and sound engineering principles.
- Validate building use, occupancy, and type of construction; ensure safety, energy efficiency, and compliance with approved standards.
- Review for compliance with all applicable codes including:
 - » Uniform Housing Code
 - » California Building, Plumbing, Mechanical, Electrical Codes
 - » Uniform Swimming Pool Code
 - » Uniform Solar Energy Code
 - » Sign, Tent, and Relocated Building Codes
 - » State of California mandates
 - » City of Lakewood local amendments.
- Approve mid-construction revisions as required.
- Calculate building permit and plan check fees (if requested by the City).
- Coordinate permit requirements and approvals with the Planning Division, Public Works, LA County Fire Department, Environmental Health, and other agencies.
- Provide expedited plan review services when requested by the City.
- Develop a standard plan check process for consistency and quality assurance across all reviews.
- Ensure all plan check services are conducted efficiently and courteously in alignment with the City's expectations for customer service.

2.2 Building Inspection Services

At the City's request, BV will:

- Provide trained, ICC-certified inspectors for inspections of construction projects regulated under all adopted codes and ordinances, including National Pollutant Discharge Elimination System (NPDES) compliance where applicable.
- Inspect for compliance with approved plans, permit conditions, and applicable building and safety regulations.
- Coordinate inspections and code compliance with agencies such as LA County Fire, County Environmental Health, and other jurisdictions having authority.
- Enforce conditions of approval attached to planning or discretionary permits.
- Issue Stop Work Notices or Notices of Violation for any non-compliant work identified during inspections.
- Furnish all required vehicles, fuel, maintenance, and equipment at BVNA's expense for use by field personnel.
- Provide special inspections and investigations as directed by the City, including preparation of documentation, letters, and findings.
- Input daily inspection results directly into the City's permitting software to maintain accurate records.
- Conduct regular inspections between 8:00 AM and 4:00 PM, Monday through Friday.
- Provide after-hours, weekend, or emergency inspections or consultations as requested by City staff or emergency responders.

3. CONSULTANT STAFF REQUIREMENTS

3.1 Personnel and Assignments

- BV acknowledges and agrees that key personnel assigned to this contract will not be removed without prior written notice to, and approval by, the City.
- If personnel become unavailable for more than thirty (30) calendar days or are substantially reassigned, BVNA will provide equivalent qualified replacements with City concurrence.
- BV will maintain a workforce of only qualified, authorized, ICC-certified personnel with documented knowledge and training to meet or exceed the RFP scope of work.

3.2 Supervision and Communication

- BV will provide English-speaking supervision and management readily available to City staff via in-person contact, email, or telephone at all times.
- Supervisors will immediately address and correct any quality, conduct, or performance concerns raised by the City.
- BV will collaborate with the City to resolve any personnel issues, including, if necessary, assignment of an alterna-

tive employee.

- The conduct and professionalism of BVNA employees will be maintained at the highest industry standard to safeguard the interests of the City and its residents.

3.3 Identification & Security

- All BVNA employees working at City facilities will wear City-approved identification, which may include:
 - o Name badges with BVNA branding
 - o Clearly branded attire/uniforms as required
- BVNA will implement and enforce strict controls to prevent unauthorized access, disclosure, or misuse of City materials, data, telephones, computers, radios, fax machines, and other City-owned assets.

4. DRESS CODE & APPEARANCE

BVNA understands and accepts the City's expectations regarding employee appearance:

- Employees will maintain an industry-standard professional appearance and ethical conduct.
- Shirts must be worn at all times, buttoned and tucked in.
- No hats, caps, or headgear may be worn backwards or display logos other than the BVNA logo.
- All field and office staff will present a clean, neat, and professional appearance to City staff, applicants, and the public.

Bureau Veritas has fully reviewed and acknowledges every requirement outlined in the City of Lakewood Building & Safety Services RFP. Our local Irvine office is prepared to deliver exceptional responsiveness, highly experienced personnel, and outstanding customer service to meet and exceed the City's expectations. Our proposed staffing model also allows the City to add optional services (such as code enforcement or grading review) as needed throughout the contract period.

C: PROPOSAL

Bureau Veritas has fully reviewed and acknowledges every requirement outlined in the City of Lakewood Building & Safety Services RFP. Our local Irvine office is prepared to deliver exceptional responsiveness, highly experienced personnel, and outstanding customer service to meet and exceed the City's expectations. Our proposed staffing model also allows the City to add optional services (such as code enforcement or grading review) as needed throughout the contract period.

SCOPE OF SERVICES | BV AT-A-GLANCE RESPONSE

RFP Scope Area	BV Resopnse Summary
Building Official / Deputy Building Official	Assigned 4 days/week (9 hrs/day); full division mangement, code interpretation, and public engagement.
Daily Management of Building Division	Seamless integration of permit center, inspections, counter service as one operation.
Code Development & Enforcement	Maintain and update City ordinances; coordinate with LA County Fire; enforce all applicable codes and amendments.
Alternative Materials & Methods	Review and approve requests per CBC and City policies.
Council & Commission Reports	Prepare and present reports, attend meetings as directed.
Code Enforcement Collaboration	Support prosecution and compliance actions with Code Enforcement and Planning.
Final Code Interpretations	Building Official provided by BVNA to serve as final authority on all building code applications.
Tracking & Reporting	Monitor activity levels; track fees, permits, inspections; submit monthly reports.
Customer Service	Meet with homeowners, contractors, architects, engineers at City Hall or in the field.
Data Management	Enter all activities into Bluebeam and LA County software in real-time.
Use of Online Systems	Fully operate within City's online permitting, plan check, and inspection portals.
30-Day Policy Review	Conduct complete audit of City policies and ordinances; provide report and improvement recommendations.
Building Plan Check Services	ICC-certified staff perform all plan check disciplines (architectural, structural, MEP, site conditions) at BVNA Irvine office or OTC at City Hall.
Code Compliance Reviews	Validate compliance with all Federal, State, City codes including UHC, CBC, UPC, UMC, NEC, Swimming Pool, Solar Energy, Tent, Sign, Relocated Building codes.
Permit & Fee Calculation	Calculate permit and plan check fees as needed.
Inter-Agency Coordination	Coordinate with Planning, Public Works, LA County Fire, Environmental Health, etc.
Standard Plan Check Template	Available upon request.
Standard Plan Check Template	Develop and maintain consistent review protocols for City projects.
Building Inspection Services	ICC-certified inspectors provided as needed; fully equipped at BVNA expense.
Inspection Scope	Daily inspections, NPDES compliance, discretionary permit conditions, special inspections, investigations.
Enforcement Actions	Stop Work Notices, Notices of Violation, field documentation.
After-Hours / Emergency Response	Provide emergency and after-hours inspection as needed by City staff.
Consultant Staffing	Maintain assigned key staff; City approval for any changes; qualified ICC-certified personnel at all times.
Supervision	English-speaking supervisors available at all times; immediate response to City concerns.
Identification & Securi	Employees wear BVNA-branded attire and ID badges; secure City materials and property; prohibit unauthorized use.
Dress Code	Maintain industry-standard appearance; shirts buttoned and tucked in; no backwards caps; only BVNA-branded headwear permitted.
Professional Conduct	Maintain high professional standards, ethics, and confidentiality of City materials

BV remains committed to serving the City of Lakewood with integrity, accuracy, and professionalism at every level of this engagement.

2. THE FIRM'S APPROACH TO DELIVERING THE SCOPE OF SERVICES.

PROJECT APPROACH

In order to meet the needs of the City BV will provide services which exceed the City's expectations by providing experienced, expert staff who will deliver timely, convenient, and responsive Building & Safety Services consistent with all items in the RFP which detail the City's expected scope of work.

BV has maintained several offices in Orange County for many years and the firm's staff has the capability, knowledge, and experience to complete simple and highly complex plan review and any other requested services. BV has provided these services for small residential and commercial projects, new building construction, industrial scale building projects, and large scale power generation facilities. The following response will illustrate BV can be your provider of choice for all the City's service contracting needs.

BV is the firm with the right skill set to provide support to the City with regards to the review of architectural and structural plans, the issuance of building permits, and the provision of inspection services for new construction and remodeling activity. The firm is the largest plan review firm in the United States, with a long-established operation in California. Firm staff is registered, certified, and dedicated to building safety. BV will always strive to deliver excellent service, and will work hard to meet or exceed all agreed upon review times.

BV's proposed program establishes the process necessary to ensure the City will receive only the highest quality and timely reviews. The firm will provide the City and its submittal applicants with clear written comments to submitted documents with the objective of verifying compliance with the City's adopted building codes, zoning ordinances, drainage regulations, and other adopted ordinances, policies, and standards.

BV's plan review and inspection teams know the value of clear and transparent communication and know how to work together as a team in conjunction with the jurisdiction. This philosophy is put into practice on all of the firm's projects and is a great value to our municipal clients. BV's experience, resources, and knowledge enable it to provide the City with very competitive plan review fee and labor rates. Because of the firm's extensive knowledge of the municipal project plan review and inspection business it is open to renegotiating future fees for any large scale projects, on a case by case basis, as determined by the City.

As a result of BV's exceptional attention to customer service, large pool of experienced personnel, and ability to provide

value-added services like electronic plan review, the firm is the right choice for providing the City's building plan check and field inspection services. The City needs to be assured their chosen firm is able to supply superior services for residential, commercial, and industrial projects. Bureau Veritas has proven experience providing services for projects ranging from small residential remodels and additions to large scale commercial projects.

BV's #1 goal is to meet and exceed the service levels required from its clients.

- The firm is committed to providing staff continuity, close communication, immediate accessibility to staff and information, implementation of best practices, and pro-actively solve issues not clearly identified in the code.
- BV will pro-actively ensure exceptional customer service, balance development momentum with code compliance/processing requirements, and seamlessly serve as an extension of the City of Lakewood's staff.

The City of Lakewood can be confident BV is the best choice to provide excellent customer service and qualified staff for all project types.

Building Department Administration

BV is your ideal partner to deliver quality service, technical proficiency, and responsiveness that a public agency desires when faced with rapid development, budget constraints, and/or limited agency resources. Having helped newly incorporated cities establish their departments and continue to manage their operations, BV offers a full range of services including:

- Building Official
- Plan Review
- Permitting / Processing
- Counter Support
- Code Compliance
- Inspection
- Community Outreach

Partnering with BV provides the City with immediate resources. As the demand on the agency increases, BV supplements the agency with additional resources. The result is an efficient and cost-effective solution to providing the development community with a high level of expertise and customer service. These duties include, but are not limited to, the following:

- Full Building Administration Services - issuance of permits, certificates of occupancy, required record keeping, taking/

responding to inspection requests, performing plan reviews, enforcing pertinent agency, County, State and Federal regulations falling within the purview of the City.

- Fire plan review and inspection
- Building Official
- Generate plan review and inspection reports
- Enter all agency-required information into agency's permit tracking and reporting system
- Attend Project Review Committee (PRC) meetings or any meetings related to the Building Department as required
- Prepare and submit a weekly plan review status report and a monthly plan review turnaround report as specified by the agency
- Prepare a monthly inspection activity report
- Scan all nonresidential approved plans and documents in accordance with the agency's records management procedures
- Assist agency with drafting and presenting of ordinances and resolutions
- Maintain and update, as necessary, public assistance and code related handout materials
- Conduct community workshops to educate contractors, homeowners, architects, engineers
- Participate as the extension of agency staff in emergency events
- Review and approval of any commercial testing or special inspection reports required by codes for ongoing construction
- Assist in preparing and prioritizing budgets

Building Official Services

BV has served as Building Official for multiple jurisdictions, and projects. As the Building Department administrator in these jurisdictions we organize, direct, train, conduct budget preparation, coordinate all agency projects and all private projects with the Planning, Fire and Engineering Departments. We prepare staff reports for all City Council meetings including presentations and resolutions, and represent jurisdictions as their experts in the field of Code Enforcement.

BV can assist jurisdictions in establishing and implementing support programs, consistent with the agency's goals. Our Building Safety Experts specialize in developing and implementing programs and services such as:

- Creating public informational documents to explain technical issues or requirements for permit issuance, etc.
- Assisting in the establishment and maintenance of file systems necessary to keep track of in-process

- applications, issued permits, in-process plan reviews, approved plans, and other appropriate filing and systems.
- Assisting in establishing and/or maintaining reports such as applications submitted, permits issued, inspections requested and completed, revenues collected, etc.

PLAN REVIEW PROCESS

Our team becomes familiar with the requirements of a public agency before beginning a review and continually monitors trends and legislation in order to advise the City on ordinances and standard practices to consider for adoption. BV has extensive public sector experience, which assures that public interests are fully protected. We understand that careful consideration of issues and impacts are needed in addition to technical expertise. We have devoted a great deal of time over the years to refining our approach and developing documentation to assist our clients and train our personnel to ensure highly efficient plan review procedures.

BV will work to ensure that submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into our ProTrack database, processed and returned on time to the client.

Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this we:

- **Screen and log each application** to assure that they are routed to all plan reviewers in a timely manner.
- **Submittals are reviewed for compliance** with all construction codes, local ordinances and state laws. Interpret code requirements for members of the public and City employees. The log serves as a tracking device to assure turnaround times and completeness of the review.
- **Plan reviews will be done in accordance** with local, state and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- **Information shown on each permit application is verified.** Construction valuation is based on information provided by the City of Lakewood and compared to estimates provided by the applicant.
- **Provide a thorough architectural and structural review** of design drawings and details for compliance with the California Building Code architectural provisions, including provisions for safety glazing,

building security and noise insulation performance standards, to name a few. These reviews can also be performed on revisions to plans which have previously been approved for permit issuance.

- Preparation of a **review letter report**.
- **Plan review management.**
- **BV assures that corrections are handled as quickly and as clearly as possible.** Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans if appropriate, and a correction sheet is generated, detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to **meet with** the applicant or architect/engineer, City employees or consultants at any time. Telephone discussions or meetings at project sites are welcomed to assure that any plan review issues are handled efficiently. BV staff will investigate, resolve and respond to complaints, as assigned. Make referrals to appropriate departments and/or staff. We propose to meet at the offices of the building and safety division or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations. Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- ✓ Completed plan check documents including sign-offs
- ✓ Transmittal letter documenting any conditions associated with issuance of a permit, if any
- ✓ Marked up plan review documents
- ✓ Two sets of approved building plans
- ✓ Backup documents and reports
- ✓ Documents provided in desired City format

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional

cost to the City. Upon completion of each plan review, we will forward a copy of the correction list to both the City and the applicant, by email. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BV personnel. Our transmittal forms will be customized for the City of Lakewood.

Electronic Plan Review

BV provides an alternative solution to traditional plan checking. By utilizing electronic plan submittal and commenting, our plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

The proposed personnel have extensive experience using many commonly used platforms such as Bluebeam & ProjectDox, e-PlanSoft, Accela, Energov, iWorq, Central Square, and Countyworks, etc.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions.

Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures. Finally, these stamped and signed approved drawings are sent to the jurisdiction for permitting.

Benefits of Electronic Plan Review to the City

- A paperless solution – available anytime, anywhere
- A web-based tool accessible by customers, applicants and employees
- Improved project management and communication
- Delivers online reports and other data as required by the project
- Simplifies administrative procedures and streamlines communications
- No expensive hardware / software requirements or extensive training

PROJECT SCHEDULE AND COMMUNICATION

Plan Review, Inspection, and Counter Turnaround Times

At the City's request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will

relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm can use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has established long-term partnerships with numerous agencies. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to its professional excellence is the fact it has provided services to many of its municipal clients since their incorporation. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team will maintain efficient turnaround times on all reviews as a key measurement of its performance for plan review services.

Communications with City Staff and Applicants

The majority of communications between BV and City staff will be conducted electronically using email as well as verbal communications. BV's Plan Reviewers work directly with applicants during the review process with code questions, or to inquire on status. The firm's direct interaction with applicants minimizes the involvement of City staff. BV's Plans Reviewers provide professionally written and detailed comment lists to eliminate any misinterpretations. However, the firm does receive occasional questions or requests for clarifications, especially when new codes have been implemented. Most questions from applicants are concerning a comment list or to provide clarification, and BV Plan Reviewers have been successful with addressing them by phone, in person, and/or via email.

The following schedule is representative of the review times associated with the type of construction the City can anticipate.

PLAN CHECK TURNAROUND TIMES	INITIAL (WORKING DAYS)	RECHECK (WORKING DAYS)	EXPEDITED INITIAL REVIEW	EXPEDITED RECHECK
New Construction Residential / Multi-Family	10	7	7	5
Residential addition and/or accessory building	5	3	3	2
Residential Remodel	5	3	3	2
New Construction Non-Residential	10	7	7	5
Non-Residential Addition	7	5	5	By Appointment
Non-Residential TI / Remodel	7	5	5	By Appointment
Large / Complex Projects	*Negotiated schedule			
Minor Plan Check	Same Day: Over-The-Counter			
SERVICE	TURNAROUND			
Building Inspection	The following working day if request is received before 5 PM. Emergency/disaster inspections immediately and weekends, if required.			
Public Counter Permit Assistance	Immediately			
Return of telephone calls and e-mails:	Within 24 hours			

BUILDING INSPECTIONS APPROACH

The Art of Inspections

BV provides a copy of "The Art of Inspections" to every inspector the firm employs. Each Inspector reads and signs the document as confirmation he/she will uphold BV's Code of Ethics, Customer Service Policies, and will maintain BV's Standards for Consistency. "The Art of Inspection," goes through every step of an inspection, from beginning to end.

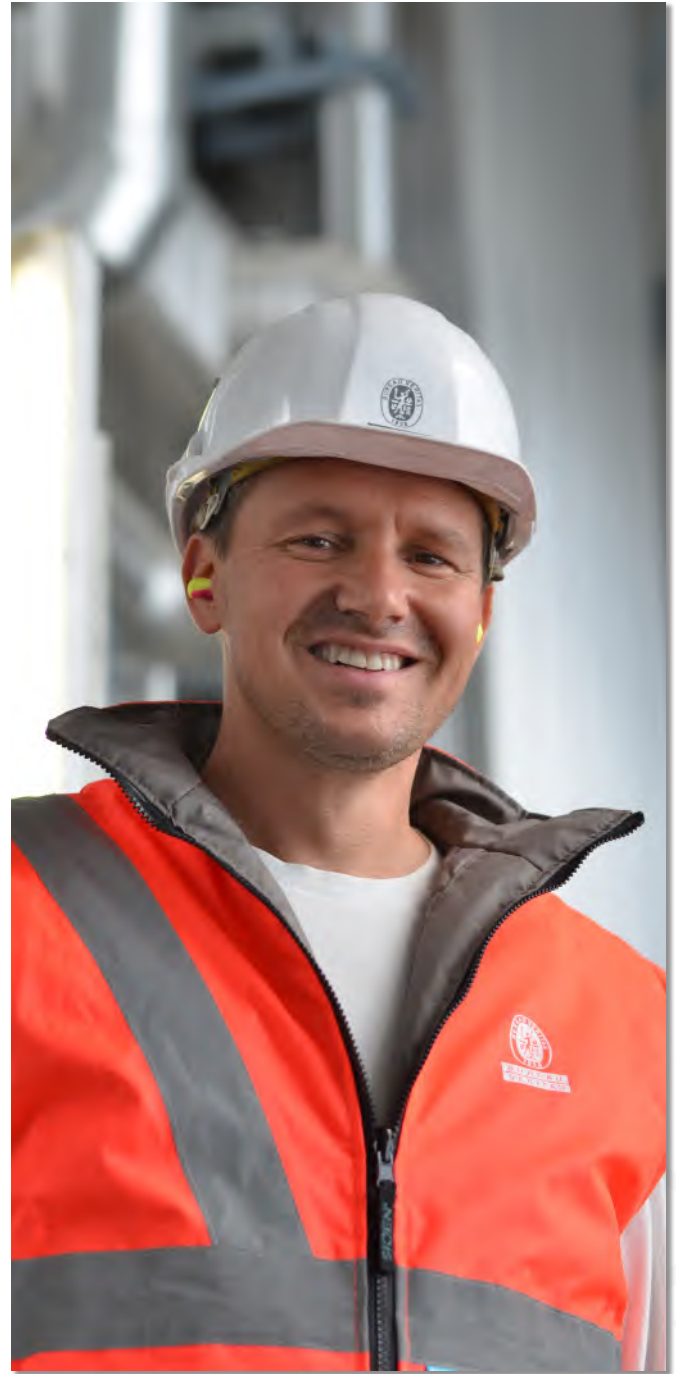
Code of Ethics as defined by the Council of American Building Officials: "The protection of life, health, and property is a solemn responsibility of the highest order. Recognizing the public's trust bestowed upon individuals engaged in the administration and enforcement of building regulatory codes, the Council of American Building Officials advocates commitment to a standard of professional behavior which exemplifies the highest ideals and principles of ethical conduct. The governing concepts embodied in this

C: PROPOSAL

philosophy are characterized herein below, for the benefit of guidance of those so engaged, and for the enlightenment of the public so served.”

BV’s building inspectors shall:

- Place the public’s welfare above all other interests and recognize the chief function of government is to serve the best interests of all the people.
- Demonstrate integrity, honesty, and fairness in all transactions and constantly strive for excellence in all matters of ethical conduct.
- Recognize the continuing need for developing improved safety standards for the protection of life, health, and property, and acknowledge a professional obligation to contribute time and expertise in the development of such improvement.
- Maintain professional competence in all areas of employment responsibility and encourage the same in associates at all levels.
- Accept no personal favors for public services rendered and conscientiously avoid all circumstances that could compromise professional integrity.



3. Brief Consultant profile and number of years the firm has been in business.

COMPANY OVERVIEW

Bureau Veritas is a multinational corporation with a history which includes over 196 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 82,000 employees, the firm has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Our firm is consistent in our approach in giving clients a close-knit presence found in smaller firms while possessing the support of a national firm.

Staff Size & Offices

Within the United States, Bureau Veritas North America, Inc., incorporated in the state of Delaware, is recognized as being the largest code compliance firm in the nation with over 5,000 employees working out of 100+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately to provide Lakewood one integrated source to meet its needs.

Service offerings (but not limited to) include:

- Building Official Duties
- Building Plan Review
- Building Inspections
- Fire Plan Review
- Construction Management & Inspection
- Engineering Reviews
- Permitting
- Planning
- Code Interpretation
- Code Enforcement
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Fee Schedule Evaluation and Updates

BV has ample resources to perform plan review, permitting and inspection services for the City of Lakewood. Our ambition for excellent customer and employee rapport has led to continuous growth of exceptional staff and client retention.

Bureau Veritas North America, Inc. employs ~5,000 in the US. The size variation of our staffing levels has remained consistent over the past five (5) years. BV's employees work from the following 39 states including the District of Columbia: AL, AR, AZ, **CA**, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, NC, NH, NJ, NM, NV, NY, OH, OK, OR, PA, SC, TN, TX, VA, WA, AND WI.



82,000

Employees Worldwide



1,500

Offices and Laboratories in 140 Countries



5,000

Testing, Inspection & Certification Experts

Financial Key Figures

Over the last five years, Bureau Veritas has demonstrated proven resilience to the effects of economic cycles. The Group has a solid financial structure. The very good health of all the financial markers is the result of several years of transformation that have led Bureau Veritas to become a resilient company, perfectly positioned to successfully and completely meet your needs.

(IN MILLIONS OF DOLLARS)	2023	2022	2021	2020	2019
Revenue	5,868	5,651	4,981	4,601	5,100

Documentation of these financial statements is available upon request or available for download here:

<https://group.bureauveritas.com/investorsfinancial-information/financial-reports>

Litigation

Please understand in the course of Bureau Veritas' business meritless claims arise from time to time. It is the firm's policy not to comment on any current claims or pending litigation. However, without waiving its policy, the firm has no judgments, pending litigation, liens, or claims which would adversely impact the financial stability, insurability, or performance of professional services. As one of the largest firms providing professional testing, inspection, and code compliance services, Bureau Veritas is the recognized leader in its field worldwide.

Putting The Right People to Work for You

As the largest plan review and inspections firm in the United States, we have a large breadth of personnel available and immediately accessible to provide the City with the requested quality building official, plan reviews, permitting,

and inspections services. Located throughout Southern California, we have **more than 50 licensed and certified engineers**, as well as plans examiners, and inspection staff who are equipped to handle all of the City's needs. Our local presence allows us to provide timely delivery and **exceptional customer service** in the most cost-effective manner. Our long-time presence in California, as well as our experience serving the educational, residential, commercial, industrial, and other related projects of all sizes and complexities, allow us to tailor solutions specifically to the City of Lakewood's needs. We bring a cooperative and creative problem solving approach to plan review. We fully understand our role as a team member committed to achieving successful projects for the City and its customers.

BV is committed to the provision of services of the very highest quality. This means the firm has the capacity to seamlessly augment its staffing and resources, when needed, to ensure a project is appropriately supported and effectively fulfilled. In addition to our robust local staff, the firm is supported by hundreds of professionals in our offices throughout California, making it possible for it to have highly qualified plans examiners and inspectors available expeditiously for virtually any project. BV will provide all necessary resources, materials, equipment, tools, and technology to its staff to perform the work outlined in the City's RFP and are highly capable of handling the scope of services requested from the City.



BV EXCELLENCE

BV will consistently provide excellent customer service and qualified staff for all project types.

Your local Experts

BV has an extensive background in plan review and inspections services. The firm's range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. BV is skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up. The firm is skilled at helping existing departments augment or refine their current level of client service and is also capable of crafting a department from the ground up.

AVAILABLE RESOURCES & COMMITMENT

BV is committed to the provision of services of the very highest quality. This means the firm has the capacity to seamlessly augment its staffing and resources, when needed, to ensure a project is appropriately supported and effectively fulfilled. In addition to our robust local staff, the firm is supported by hundreds of professionals in our offices throughout

California, making it possible for it to have highly qualified plans examiners and inspectors available expeditiously for virtually any project. BV will provide all necessary resources, materials, equipment, tools, and technology to its staff to perform the work outlined in the City's RFP and are highly capable of handling the scope of services requested from the City.

Approach to Customer/Client Services, Responsiveness, Staff Availability

The BV team recognizes it is responsible for conducting business during the established business days and hours, except when the City offices are closed due to observed federal holidays, local or national emergencies, administrative closings, or similar Government directed facility closings. The BV team will, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined for in the RFP. Because of the nature of inspection services, BV team members from project managers to support staff are expected to meet any after-hours needs identified by the City.

Knowledge and Expertise

BV and our proposed, locally-based staff for this contract have a long-established history working for the nearby municipalities to perform in-house and outside plan check, civil and other building department services. Consequently, we can leverage a breadth of expertise to meet the needs of the City, and offer highly qualified engineering as well as ICC and CASp certified staff who are in close proximity and can quickly respond to the City's requests.

BV's team is intimately familiar with the policies and procedures necessary for building and maintaining a thriving building and community development department, selecting and managing personnel from administrative to key management positions, and using creative and leading-edge approaches to reaching successful solutions to tough problems. Because the firm's back office deals with the public, they always display good interpersonal skills and listening skills, which are needed for assessing and understanding customers' needs. BV's management team is dedicated to serving the City of Lakewood and providing the resources necessary to ensure successful Building Plan Review, Inspections, Planning Consulting Services and other related services. The firm's management team will directly oversee the review of submittal documents, bulletins, and change orders to assess compliance with the regulations contained in the various building codes, and recommend action with respect to the building permit.

Certified and Accredited to High Standards

Bureau Veritas is recognized and accredited by major national and international organizations. More than any other company, Bureau Veritas must be exemplary in Quality, Health, Safety and Environment (QHSE). Being a recognized leader in these fields and thus having these competencies in its DNA, BV is continuously improving internal processes to better protect the health and safety of its employees, while also minimizing its impact on the environment and delivering added-value services to its clients.

To demonstrate its commitment to high standards, Bureau Veritas was audited by independent third parties to achieve the ISO 9001:2015 Certification and IAS AC251 Accreditation.



ISO 9001:2015 Quality Management System Certified

ISO 9001:2015 specifies requirements for a quality management system where an organization:

- Needs to demonstrate its ability to consistently provide service that meets customer and applicable statutory and regulatory requirements, and
- Aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements
- Bureau Veritas achieved ISO 9001 in 2007 and is audited annually.



IAS AC251 Accreditation

In 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role that private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, and to ensure that the outstanding safety record of buildings in the U.S., in comparison to buildings elsewhere in the world, is maintained.

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building plan review and inspections depend on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements. ICC certification ensures competent plan examiners and engineers are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing qualified plan review, building permitting, and inspection staff to the firm's clients.

- | | | |
|--------------------------------------|--|---|
| ✓ Accessibility Inspector | ✓ Commercial Energy Inspector | ✓ Mechanical Inspector UMC |
| ✓ Accessibility Plans Examiner | ✓ Commercial Energy Plans Examiner | ✓ Mechanical Plans Examiner |
| ✓ Building Inspector | ✓ Disaster Response Inspector | ✓ Plumbing Inspector |
| ✓ Building Plans Examiner | ✓ Electrical Inspector | ✓ Plumbing Inspector UPC |
| ✓ Certified Building Code Official | ✓ Electrical Plans Examiner | ✓ Plumbing Plans Examiner |
| ✓ Certified Building Official | ✓ Energy Code Specialist | ✓ Residential Building Inspector |
| ✓ Certified Electrical Code Official | ✓ Fire Inspector I | ✓ Residential Combination Inspector |
| ✓ Certified Fire Code Official | ✓ Fire Inspector II | ✓ Residential Electrical Inspector |
| ✓ Certified Housing Code Official | ✓ Fire Plans Examiner | ✓ Residential Energy Inspector/Plans Examiner |
| ✓ Certified Mechanical Code Official | ✓ Green Building Residential Examiner | ✓ Residential Fire Sprinkler Inspector |
| ✓ Certified Plumbing Code Official | ✓ Property Maintenance & Housing Inspector | ✓ Residential Fire Sprinkler Plans Examiner |
| ✓ Combination Inspector | ✓ Master Code Professional | ✓ Residential Mechanical Inspector |
| ✓ Combination Plans Examiner | ✓ Mechanical Inspector | ✓ Residential Plumbing Inspector |
| ✓ Commercial Combination Inspector | | |

Coupled with our extensive ICC certifications, our group also holds the following licenses and certifications:

- | | | |
|--------------------------------|--|----------------------------|
| ✓ Professional Engineer | ✓ LEED AP | ✓ Journeyman Plumber |
| ✓ Registered Architect | ✓ Fire Protection Engineer | ✓ Master Electrician |
| ✓ Master Plumber | ✓ Environmental Engineer | ✓ Journeyman Electrician |
| ✓ Master Electrician | ✓ Professional Geologist | ✓ Registered Sanitarian |
| ✓ Certified Floodplain Manager | ✓ Asbestos and Mold Analyst Specialist | ✓ Registered Accessibility |
| ✓ Electrical Engineer | ✓ Elevator Inspector | ✓ Code Enforcement Officer |
| ✓ Mechanical Engineer | ✓ Master Plumber | |
| ✓ Structural Engineer | | |

4. Location of principal office that will be responsible for the implementation of any contracts.

Services will be provide out of our office located in Irvine, just 25 miles door-to door to the City of Lakewood.

220 Technology Drive, Ste. 100 Irvine, CA 92618

5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Lakewood.

HIGHLY QUALIFIED TEAM

BV offers a technically qualified Project Team to deliver professional services that will enhance the projects of Lakewood through the conscientious application of our project team management skills and quality control expertise. Our team of qualified staff are dedicated to serving Lakewood and providing resources to ensure successful technical reviews for all disciplines, including civil site improvement and final map. Our Project Managers will directly oversee the review of submittal documents, bulletins and change orders to assess compliance with the regulations contained in the various building codes, and recommend action with respect to the completion of the full development plan review services, plan approval/stamp, and building permits.

BV is familiar with the codes, standards, and requirements, which will provide an immediate and seamless workflow. We are committed to meeting and exceeding your project objectives and goals and we will continue to perform your plan review services for the various architectural, engineering plans, maps, and studies in the manner and time frame that has yielded accurate, timely, high quality and cost effective reviews. In addition to the scope of work requested in the RFQ, BV offers a wide range of engineering and other services that may be employed to suit your evolving needs.



CRAIG BAPTISTA, M.B.A.
Vice President of the Plan Check & Inspections- West

Craig has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills.



TRANG HUYNH, P.E., C.B.O.,
Building Official

Trang Huynh, an industry professional with more than 41 years of experience working in public and private services in the capacity of Building Official and plan review engineer.

Trang has implemented public service programs and gained exceptional understanding and expertise in building and safety, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational development, interfacing with state and local officials at all levels.



ARMIL ALLAHYARIAN, M.S.,
Operations Manager

Managing our Pasadena Irvine office business unit, Armil is a results-oriented leader and plan check engineer, responsible for plan review ranging from new residential homes, including additions and remodels, to commercial buildings, including tenant improvements and alterations. Armil ensures that plans are reviewed to meet desired turnaround times in compliance with applicable California Building Codes and other ancillary codes such as the California Plumbing Code, California Mechanical Code, California Electric Code and State disabled access related codes.

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6. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-consultants.

ORGANIZATIONAL CHART

The following organizational chart consists of BV's proposed team for the City of Anaheim. Each individual brings a wealth of expertise and has been specifically chosen for their experience in performing the required scope of work detailed in the request, as well as their extensive list of certifications and licenses. BV has demonstrated ability to provide sufficient qualified and experienced personnel, including

supplemental personnel. The organizational chart below depicts lines of communication and areas of work for each professional. Key Personnel are noted in **blue**. Their resumes are provided on the following pages and resumes for backup personnel are available upon request.

BV has the capacity to handle all scopes of work, including administrative duties and tasks that are customarily associated with a municipal building department and may be required to be completed at City offices. BV will not be utilizing any subconsultants for this contract.



PRINCIPAL-IN-CHARGE

Craig Baptista, M.B.A.

Vice President - West, Plan Check & Inspection

LAKESWOOD CITY CORE TEAM

Trang Huynh, P.E., C.B.O.
Building Official

Armil Allahyarian, MSCE
Operations Manager / Project Manager

Jecsan Perez
Building Plans Examiner/Inspector

PROJECT TEAM

PLAN REVIEW ENGINEER/ARCHITECT

Trang Huynh, P.E., C.B.O.
Troy Schmidt, S.E.
Matthew Torosian, P.E.
Henry Hadidi, S.E., PhD
Michael Hill, S.E.
Robert Chang, P.E., C.B.O.
Ali Soheili, P.E.
Cristian Son, P.E.
Matthew Godinez, P.E.
Steve Suhendra, P.E., LEED AP
Abteen Shirehjini, P.E. MSCE

CIVIL PLAN REVIEW ENGINEER

Orland Obtera, E.I.T., L.S.I.T.
William (Matthew) Addington,
P.E., PLS, QSD/P
Benjamin De La Cruz, P.E./QSD
Carol Dugas, P.E.
Craig Hamner, P.E.
Michael Foreman, PLS

PLANS EXAMINER

Armil Allahyarian, MSCE
Joe Medina
Martin Pasamba
Glenn Kechejian
Dwayne Butz
Jecsan Perez

CASP

Jason Pasiut, C.B.O., CASp
Brian Lee, CBO, CASp, AIA
Salvador Gonzalez CBO CASp
Russ Sneed, CBO, CASp
Kevin Ryubul, CBO, CASp

INSPECTORS

Kirk Zimmerman
Luis Mota
Michael Weiner
Reginald Ramirez
Louis Vaith

CODE ENFORCEMENT

Carl Houston

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Listed below are the key personnel that would be assigned to the contract, listing their name, title and availability.

Name	Title	Availability
Craig Baptista, M.B.A.	Vice President	20%
Trang Huynh, P.E., C.B.O.	Building Official	90%
Armil Allahyarian, MSCE	Operations Manager /Project Manager	40%
Troy Schmidt, S.E.	Plan Review Engineer	90%
Matthew Torosian, P.E.	Plan Review Engineer	90%
Henry Hadidi, S.E., PhD	Plan Review Engineer	90%
Michael Hill, S.E.	Plan Review Engineer	90%
Orland Obtera, E.I.T., L.S.I.T.	Civil Project Manager	90%
William (Matthew) Addington, P.E., PLS, QSD/P	Civil Plan Review Engineer	90%
Benjamin De La Cruz, P.E., QSD	Civil Plan Review Engineer	90%
Armil Allahyarian, MSCE	Plans Examiner	90%
Joe Medina	Plans Examiner	90%
Martin Pasamba	Plans Examiner	90%
Glenn Kechejian	Plans Examiner	90%
Jason Pasiut, C.B.O., CASp	CASp	90%
Brian Lee, CBO, CASp, AIA	CASp	90%
Kirk Zimmerman	Building Inspector	90%
Luis Mota	Building Inspector	90%

Manuel “Craig” Baptista, M.B.A.**Vice President - West, Plan Check & Inspection / Principal-in-Charge****EDUCATION**

M.B.A.
B.S., Business Management

REGISTRATIONS/CERTIFICATIONS

Six Sigma Green Belt Certified
OSHA 30
United States Navy: Honorable
Discharge

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
Occupational Safety and Health
Administration (OSHA)

TENURE AT BV

9+

TOTAL YEARS OF EXPERIENCE

20+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- City of Santa Rosa - Disaster Recovery, Building, Fire and Engineering
- City of Santa Clara Engineering / Public Works
- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Lone, CA
- City of Fairfield - Building, Engineering / Public Works
- City of Rancho Cucamonga Engineering / Public Works
- Orange County Public Works

Vice President, West Region**Bureau Veritas North America, Inc.****2015 - Present**

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies, allowing our team to approve projects during the second submittal phase.

EDUCATION

Master of Business Administration
B.S., Civil Engineering
Certificate of Completion - Leadership
for Senior Executives

REGISTRATIONS/CERTIFICATIONS

Registered Professional Engineer: CA,
#C36627
ICC Certified: Building Official
(renewal pending)
California Certified Green Building
Professional
California Licensed Real Estate
Professional

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
American Society of Civil Engineers
(ASCE)
California Building Officials (CALBO)
Former Vice-Chair and member of the
City of Highland Planning Commission
Past President of the Board of
Directors of the Central Business
Center in Upland
Past President of the Foothill
Chapter of ICC

TENURE AT BV

7+

TOTAL YEARS OF EXPERIENCE

41+

**SPECIAL ACHIEVEMENTS /
ACCOMPLISHMENTS**

- Award winner of the Good Government Award in 2015 - Rancho Cucamonga
- Recipient of the award Turning Red Tape into Red Carpet in 2014 - (IEEP)
- Civil Engineer of the Year Award in 2011 - American Society of Civil Engineers of San Bernardino and Riverside Counties

Trang Q. Huynh, P.E., C.B.O.

Building Official

Trang is a licensed professional engineer and ICC certified building official with over 41 years of experience working in public and private services as executive director and plan review engineer. He has implemented excellent public service programs and gained exceptional understanding of the building and safety division, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational developments, and state and local officials. As a professor for Cambridge College in Southern California he has taught graduate and undergraduate classes in business, finance, and management. Trang has outstanding public relations, management, and problem solving skills with a proven record of strong and positive working relationships with local and state elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups, and residents. He was awarded the "Civil Engineer of the Year" award by the ASCE Chapter of San Bernardino and Riverside in 2011. He was also a recipient of the "Good Government Award" from the BIA Inland Empire Chapter in 2015.

Trang has held the position of Building Official for multiple jurisdictions, including City of San Clemente, City of Manhattan Beach, City of Rancho Cucamonga and City of Rialto.

SELECT PROJECT EXPERIENCE**Regional Manager, Southern California****Bureau Veritas North America, Inc. | 2017 - Present**

Directs the BVNA Building & Safety and Civil Engineering operations for the Southern California region, serving as the supervising building official and plan check engineer for multiple Southern California municipalities. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for 24 jurisdictions.

Building and Safety Services Director**City of Rancho Cucamonga | 2002 - 2017**

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people. Prepared and administered an annual operating budget up to \$4,200,000. Supervised up to 40 employees, citizen volunteers and interacted with businesses, developers, designers and residents. Executive member of the City's economic development team to develop and implement the economic development strategy plans. Worked with other departments to manage the City's annual capital building and improvement projects. Excellent knowledge and understanding of managing municipal services from business improvements and economic developments to public safety.

EDUCATION

B.S., Civil Engineering

M.S., Civil Engineering

REGISTRATIONS/CERTIFICATIONS

CA Engineer in Training

ICC Certified: Building Plans Examiner

PROFESSIONAL AFFILIATIONSAmerican Society of Civil Engineers
(ASCE)Structural Engineers Association of
Southern California (SEAOSC)

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

7+

Armil Allahyarian, MSCE**Operations Manager/Senior Plans Examiner/Project Manager**

Armil has more than seven years of experience as a plan check engineer, ranging from new residential homes, including additions and remodels, and commercial buildings, including tenant improvements and alterations. He is proficient in examining and checking building plans for compliance with applicable California Building Codes and other ancillary codes such as the California Plumbing Code, California Mechanical Code, California Electric Code and State disabled access related codes. Armil possesses the knowledge, skills and ability to read and interpret building plans, blueprints and specifications, interpret and apply related codes, ordinances and laws, and establish and maintain effective working relationships with architects, engineers, contractors, builders and owners, the public and other employees.

SELECT PROJECT EXPERIENCE**Operations Manager/Senior Plans Examiner****Bureau Veritas North America, Inc.****2017 - Present**

Performs plan review of fire, life, and safety components, as well as mechanical, electrical and plumbing review of residential and commercial projects with a high proficiency in local, state and federal codes. Instrumental in launching the City of Santa Rosa Fire Resilient Center to facilitate the rebuild process of over 3000 homes lost in the 2017 Tubbs-Adobe fire. In charge of quality assurance with regard to general plan review, public relations, and structural reviews, as well as managing day-to-day tasks in the office including: workflow organization, plan distribution, and over the counter plan review.

Plan Reviewer**City of Los Angeles, CA****2016**

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people. Prepared and administered an annual operating budget up to \$4,200,000. Supervised up to 40 employees, citizen volunteers and interacted with businesses, developers, designers and residents. Executive member of the City's economic development team to develop and implement the economic development strategy plans. Worked with other departments to manage the City's annual capital building and improvement projects. Excellent knowledge and understanding of managing municipal services from business improvements and economic developments to public safety.

EDUCATION

M.S. Civil Engineering, Structural
Emphasis
B.S. Civil and Environmental
Engineering

LICENSES/CERTIFICATIONS

Registered Structural Engineer:
AZ, #71978
CA, #5795
HI, #19417-0
Registered Professional Engineer:
CA, #71078
FL, # 90619
MD, #59078
NV, #027963
WA, #20107610
VA, #0402063162
ID, #P-21398

PROFESSIONAL AFFILIATIONS

Professional Board of Engineers

TENURE AT BV

8+

TOTAL YEARS OF EXPERIENCE

22+

Troy Schmidt, S.E.**Structural Plan Review Engineer**

Troy has over 22 years of experience as a structural engineer in California. He has extensive experience working on OSHPD and DSA projects throughout Northern California. He is knowledgeable in various design and structural engineering software programs. He is able to conduct plan review services for various building types including residential, commercial and industrial occupancy types.

SELECT PROJECT EXPERIENCE:

Structural Plan Review Engineer
Bureau Veritas North America, Inc.
2016 - Present

Conducts structural plan review services for complex projects throughout California and Virginia. A sampling of the projects reviewed in the following jurisdictions: Richmond, VA, Placer County, City of Tracy, City of West Sacramento, University of California, San Francisco, County of Shasta and many more.

Project Engineer / Principal
Anderson & Doig Structural Engineers
2007 - Present

Delivers innovative, cost effective solutions to meet the aesthetic and functional demands of the building for the client from schematic design to DSA, OSHPD or city approval and through construction. Selects and optimizes structural systems to support lateral and gravity loads for single and multi-story steel, concrete, masonry, wood and light gauge steel structures. Produces structural calculations, design drawings, specifications and provides construction administration services in compliance with the California Building Code. Projects include K-12 public schools, healthcare facilities, private colleges, churches, residential and commercial buildings, structural rehabilitation, seismic retrofit and forensic engineering. Projects utilize design-build, design-bid-build and integrated project delivery methods. Manages client base as well as engineering, drafting and administrative staff.

Design Engineer/Project Manager
Harris & Sloan Consulting Group
2004 - 2007

Analyzed, designed and detailed single and multi-story buildings throughout California using wood, steel, concrete and masonry. Projects included new custom and production residential homes, recreation centers, apartment, condominium and senior housing complexes, renovations, mixed-use, commercial, retail and office buildings. Successfully managed client base providing quality engineering for projects on time and within budget. Responsible for creating project proposals, invoices and schedules, attending value engineering and other client meetings, providing structural observation and construction administration services as well as managing engineering and drafting staff.

Matthew Torosian, P.E.**Plan Review Engineer****EDUCATION**

M.S., Civil Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATIONSRegistered Professional Engineer:
CA, #96543

CAL OES Safety Assessment Program

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

Structural Engineering Association of
Southern California (SEAOSC)

California Building Officials (CALBO)

TENURE AT BV

3+

TOTAL YEARS OF EXPERIENCE

3+

Matthew has more than 3 years of experience as a building plans examiner providing plan review services on residential and commercial projects of various sizes and complexities, and became a registered professional engineer in the state of California in June 2024. He is a team player committed to the success of our clients, working diligently to provide quality plan checking strategies that result in reduced costs for applicants. Matthew possesses excellent communication skills and is fluent in both English and Armenian.

SELECT PROJECT EXPERIENCE:**Plan Review Engineer****Bureau Veritas North America, Inc.****2024 - Present**

Licensed professional Civil Engineer in the state of California. Plays a crucial role in creating designs and analyzing data which maintains and protects the environment to make it habitable and conducive to economic and social activities. Design capacities include, but are not limited to, storm drain design, sewer design, water system design, street improvements, ADA and accessibility design (sidewalks, intersections, curb, ramps, etc.), and public works capital improvement projects. Prepares designs by collecting and studying reports, maps, drawings, blueprints, photographs, and tests on soil composition, terrain, hydrological characteristics, and related topographical and geologic data. Creates feasibility studies by analyzing designs, conducting environmental impact studies, and assembling data. Proficient in CAD and AutoCAD. Collaborates with architects to ensure construction work is effectively carried out. Interfaces with various stakeholders on a regular basis to resolve issues. Maintains cost and scheduling controls and creates and monitors project timelines. Maintains regular communication with the client to ensure needs are established and met.

Building Plans Examiner**Bureau Veritas North America, Inc.****2021 - 2024**

Reviews residential and commercial projects for multiple jurisdictions, including photovoltaic, multi-dwelling structures and single-family dwelling units. Matthew collaborates with design professionals to accurately enforce code compliance on plans to ensure safety, quality of life, and sustainability, successfully complete 90% of all plan checks before the deadline. He is skilled in Bluebeam and Microsoft Office and has proficiency in the following codes:

- CBC
- CRC
- CEnC
- CPC
- CEC
- CMC
- CGBSC
- ASCE 7
- AISC 15
- ACI 318
- NDS Wood Construction

LICENSES/CERTIFICATIONS

Plumbing Inspector UPC
 ICC Certified Building Official
 Residential Fire Sprinkler Inspector/
 Plans Examiner
 Commercial Electrical Inspector
 Reinforced Concrete Special Inspector
 (expired)
 Certified CASp #886

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
 International Code Council - San
 Diego Chapter Past President
 California Building Officials Legislative
 Committee Member
 American Society of Home Inspectors
 (ASHI)
 2000-2010 California Real Estate
 Inspection Association (CREIA)
 2000 Security Home Inspection Group
 Criminal Justice Law Enforcement
 Academy
 Retired Army Reserve

BV TENURE

1+

TOTAL YEARS OF EXPERIENCE

25+

Jason Pasiut, C.B.O., CASp**Operations Manager - San Diego / Plan Examiner**

Jason has 25+ years of experience with every aspect of the building department. Development Services counter experience, Geotechnical inspection, Special Inspection, Municipal Building Inspection and Plan Examination. He also served as the Building Official for a jurisdiction of 120k citizens.

SELECT PROJECT EXPERIENCE:**Operation Manager - San Diego****Bureau Veritas North America, Inc.****2023 - Present**

In addition to the performance of Building Official tasks, Jason performs complex professional building and ADA plan review. He provides technical assistance to building inspectors, as well as general information and assistance to engineers, contractors, architects, and property owners regarding plan applications. Jason also reviews alternate design and method applications and recommends approval or appropriate revisions to the building official.

Building Official**City of Carlsbad****2020 - 2023**

Managed the administrative and technical aspects of the City of Carlsbad Building Division. Led a team of 12 highly trained professionals who selflessly serve the citizens of Carlsbad.

Plan Check Supervisor**Private Company | 2018 - 2020**

Supervised a team of highly skilled plan examiners who concentrate on Tenant Improvements, Building and Life Safety, and Accessibility. Provided plan check services for over 61 jurisdictions throughout the state of California.

Senior Inspector/Counter Technician**Private Agency | 2013 - 2017**

Provided Building Division services for cities of Poway, Santee, Lemon Grove, Del Mar, Solana Beach, Encinitas. Accounted for weekly and monthly permit revenue. Dodge, SMIP reports. Property valuation. Productively used HTE, Springbrook, TrackIt, and paper based permitting systems. Served as Counter Technician, Building and Fire Inspector, and Plan Examiner in multiple cities.

Outside Property Claim Professional**Travelers Insurance | 2009 - 2013**

Inspected commercial / personal lines property damage claims; analyzed coverage, estimated damage costs, negotiated settlement, paid covered claims. Managed reserves of \$100,000.00 for building damage, loss of business income, contents damage. Enforced California Fair Claim Settlement Practices laws. Settled 500+ large loss property claims annually.

EDUCATION

Business Administration - Post
Graduate Studies
B.S., Urban & Regional Planning
A.A., Liberal Arts

REGISTRATIONS/CERTIFICATIONS

Architects Board Registered Architect:
CA, # 32739
DSA Certified Access Specialist #182
CA Association of Building Energy
Consultants # NR05-06-5667:
Certified Energy Plans Examiner for
Non-residential Energy Standards
Certified Energy Plans Examiner for
Residential Energy Standards
CA Governor's Office of Emergency
Services - Safety Assessment Program
SAP 62646:
Certified Evaluator
Certified Trainer
Certified Instructor
Statewide AIA Call-out Coordinator
ICC Certified #0343130:
Certified Building Official
Certified Building Plans Examiner
Certified Building Inspector (California
Building Code and International
Building Code)
Certified Access Plans Examiner and
Inspector
Certified Special Inspector, Structural
Masonry
WA CESCL, Certification No. 44872:
Certified Erosion & Sediment Control
Lead
General Contractor - Class B
Electrical Contractor - Class C10 (In-
active)

Brian H. Lee, AIA, C.B.O., CASp**Plans Examiner / Building Official**

Brian is a Registered Architect with more than 37 years of experience in the field. He has been involved with the design and development of civic, governmental and educational facilities, Class A medical and professional office facilities, specialty retail and the custom-luxury housing market throughout California. He has had extensive experience with civic facilities for cities, counties, and the state. Brian has most recently acted as the disabled access specialist for three new/remodeled prison facilities for the State of California Department of Corrections and Rehabilitation and in 2014 was the only individual in the state to certify a State prison. Brian has been responsible for all aspects of the development process from concept to completion. His activities have included project proforma development, project budgeting, contract administration from design and environmental engineering professionals to major general construction firms to sub-contractors, plan preparation, entitlement and permit processing, bidding and negotiation, construction quality control, project commissioning and lease management on the private sector side and planning, building plan review and inspection on public sector side.

SELECT PROJECT EXPERIENCE:**Principal / Architect****Brian H. Lee, Architect****1986 - Present**

Provided third-party code compliance reviews as well as providing accessibility training and preparation of evaluations and transition plans for ADA title II agencies including Caltrans, **California Department of Corrections (3 major prison sites)** and a variety of other City and County agencies as well as private, title III organizations. Acted as sole proprietor with complete business management and supervisory responsibilities. Projects include:

- Land Planning Design 50-acre Resort Area Conference Center
- Exclusive Specialty Retail Space Planning - Lake Arrowhead Village
- Professional and Medical Office Space Planning (250,000 sq. ft.)
- Custom Luxury Housing Design (50 Homes - 3,000 to 12,000 sq. ft.)

Program & Operations Manager - Plan Review**City of Richmond, VA****2020 - 2021**

Planned, organized, and directed activities for plan review division. Supervised 14 plan review staff. Negotiated and managed contracts for supplemental plan check services. Prepared and monitored budget for Division and coordinated annual budget. Served on City's Chief Administrative Officer's Middle Management Continuous Improvement Team.

Building Official/Plans Examiner**City of Orange, CA****2019 - 2020**

Provided contract services to the City of West Hollywood for Senior Plan Examiner services.

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
 American Planning Association (APA)
 California Association of Building
 Officials (CALBO)
 Division of State Architect (DSA)
 Governor's Office of Emergency
 Services-Safety Assessment Program
 International Code Council (ICC)

BV TENURE

4+

TOTAL YEARS OF EXPERIENCE

37+

Brian H. Lee, AIA, C.B.O., CASp**Plans Examiner / Building Official****Building Official/Plans Examiner****Bureau Veritas****2017 - 2019**

Provided contract services to AHJ's for Building Official and Plan Examiner services. Services have included managing BV's Las Vegas, NV Office. Providing services as the Chief Building Official / Chief Fire Official for the County of Lake, CA. Provided plans examining services for the City and County of Honolulu, HI and provided services to the U.S. Department of Defense with accessibility plans examining.

Building Official**City of Oak Harbor****2016 - 2017**

Planned, organized, and directed activities for Building Division including information dissemination, permit issuance, building inspections and plan review. Negotiated and managed contracts for supplemental plan check services prepared and monitored budget for division and coordinated annual budget. Prepared and adopted codes and fee schedules. Responsible for Code Enforcement, flood plain, and sign code administration major project included \$150M Waste Water Treatment Facility.

Building Services Manager / Building Official**Assistant Building Manager / Assistant Building Official****City of Whittier****2005 - 2012**

Planned and directed activities for Building & Safety Division of City with 90,000+ Population planned work, supervised, trained and evaluated plan check, inspection, counter and clerical staff. Negotiated and managed contracts for supplemental plan check and inspection services Responsible for Enforcement Actions in conjunction with City Prosecutor. Assisted with critical redevelopment, economic development, planning and public works activities member. Police Facility Project Team; Emergency Operations Team; Project Review Committee Honors and Recognitions Received: Nominated to Governor's Seismic Safety Commission by League of California Cities and CALBO with letters of nomination support from ICC and City of Whittier.

Redevelopment Specialist**City of Chino, California Redevelopment Agency****2000 - 2005**

Prepared and Monitored Budget for Division and Coordinated Annual Budget Preparation for Redevelopment / Capital Improvement Project Manager / Management Analyst Responsible for:

- Negotiation of Contracts, DDA's, OPA's, Leases, and other Documents
- Inspection of Projects for Code Compliance and Quality Assurance
- Administration of Consultant / Contractor Contracts and Grant Programs
- Preparation of Departmental Budget / Monitored Revenues and Expenses
- Prepare and Monitor Cash Flow Projections and Project Pro Forma Analysis

EDUCATION

Ph.D. Structural Engineering
 M.S., Structural Engineering
 B.S., Civil Engineering

REGISTRATIONS/CERTIFICATIONS

Registered Professional
 Engineer: CA, #S4078
 CA, #C49136
 ICC Certified:
 Building Plans Examiner

PROFESSIONAL AFFILIATIONS

Professional Board of Engineers
 International Code Council
 (ICC)

TENURE AT BV

6+

TOTAL YEARS OF EXPERIENCE

33+

Hassan (Henry) Hadidi, Ph.D., S.E.**Senior Plan Review Engineer**

Henry is a results-oriented structural engineer with 33+ years of experience in plan review and design. He has extensive knowledge of current building codes including IBC, IRC, ACI 318, ACI 530, AISC 341, AISC 358, AISC 360, AISI, ASCE 31-03, ASCE 41-13, ASCE 5, ASCE 7, and NDS. He has strong verbal and written communication skills in meetings and communicating with clients to answer questions regarding the generated plan review comments. He is a self-starter with a strong ability to lead or work within a team and has demonstrated organizational and problem-solving skills. Recent experience includes several pedestrian walk bridges for the University of California, Los Angeles and also for the City of Roseville.

SELECT PROJECT EXPERIENCE**Senior Structural Engineer****Bureau Veritas North America, Inc.****2017 - Present**

Plan review of residential and commercial projects of all sizes and complexities throughout California.

Plan Review**JW Marriott Hotel | 2015**

Plan review for a new 12-story, four-diamond luxury hotel with two levels of subterranean parking. The hotel will have 466 guest rooms as well as meeting space for groups.

Structural Plan Review**Cahuilla Casino & Hotel Project | 2018 - Present**

Plan review for the Cahuilla Band of Indians new casino and hotel property which will replace the original casino facility. The project is 14,920 SF, mixed occupancy, A2 and B, construction type II-B, including a 31,997 SF hotel and 34,121 SF casino.

Additional Experience

- Senior Structural Engineer - Private Sector (Irvine, California) (2015 - 2017)
- Senior Project Engineer - Private Sector (Orange, California) (2014 - 2015)
- Senior Structural Engineer - Private Sector (Pittsburg, Pennsylvania) (2013 - 2015)
- Senior Project Engineer - Private Sector (Orange, California) (2011 - 2012)
- Senior Structural Engineer - Private Sector (Irvine, California) (2004 - 2011)
- Consultant - Private Sector (San Clemente, California) (2002 - 2003)
- Senior Engineer - Private Sector (Irvine, California) (2001 - 2002)
- Consultant - Private Sector (San Clemente, California) (1999 - 2001)
- Senior Structural Engineer - Private Sector (Los Angeles, California) (1998 - 1999)

Michael Hill, S.E.**Structural Plan Review Engineer****EDUCATION**

MSCE Structural Engineering
B.S., Architectural (Structural)
Engineering
A.A., Mathematics

LICENSES/CERTIFICATIONS

Registered Civil Engineer:
CA, #66303
Registered Structural Engineer:
CA, #5992
ICC Certified:
Building Plans Examiner

PROFESSIONAL AFFILIATIONS

Professional Board of Engineers
International Code Council (ICC)

TENURE AT BV

8+

TOTAL YEARS OF EXPERIENCE

26+

Michael is a results-driven professional engineer with 26+ years of experience in construction and engineering. He has designed structures for numerous projects and has extensive experience in working with architects and engineers for residential, commercial, and industrial buildings, as well as miscellaneous support structures, concrete foundations, seismic restraints, and retrofitting existing structures. He has code compliance experience with current CBC, IBC, ASCE, AISC, and ACI codes and seismic provisions.

Michael's background includes preparing structural calculations and construction documents, client and contractor coordination, submittal reviews, and structural observations. He has structural design experience in various material designs such as steel, concrete, masonry, and wood. His expertise includes structural engineering, contracts and proposals, general construction, project management, and client relations.

SELECT PROJECT EXPERIENCE:**Plan Check Engineer****Bureau Veritas North America, Inc.****2016 - Present**

Provides plan check and code consultation services on projects of varying scopes and sizes for Southern California jurisdictions. Assignments include:

- **San Diego State University:** Conducts foundation only plan review for the Engineering & Interdisciplinary Science Complex (5-story instructional building). Responsible for full plan review services for the South Campus Plaza (housing for up to 600 students and 34,000 square feet of retail development).
- **City of Anaheim:** Conducts in house and outside plan review services for the City. Projects vary in size and include single family residences and high rise hotels. Assists the City with over the counter reviews when necessary. Oversees workload of other BVNA staff performing reviews for the City and ensures turnaround times are met. Maintains 100% accuracy with meeting turnaround times.
- **City of La Mesa:** Provides as needed plan review services for commercial and residential projects.

Associate Structural Engineer**San Diego Development Services****2014 - 2017**

Reviewed and evaluated architectural and structural construction documents submitted for approval utilizing applicable codes, standards, guidelines, laws, appropriate municipal ordinances, as well as construction and engineering standards. Determined review fees and authorized the release of approved documents for city permits. Checked engineering calculations and provided timely oral and written communication detailing any design or construction deficiencies in plans and specifications. Interacted with the public, professional design consultants, project managers, and contractors.

Orland Obtera, E.I.T., L.S.I.T.

Civil Project Manager / Plans Examiner

EDUCATION

B.S., Civil Engineering

REGISTRATIONS/ CERTIFICATIONS

CA Engineer-in-Training,
113805

CA Land Surveyor-in-Training,
6100

OSHA 30 Hour Certificate

TOTAL YEARS OF EXPERIENCE

26+

Orland is an accomplished project manager with more than 26 years of success across the management of civil engineering, architectural, logistics, transportation, educational and aviation industries, within various public agencies. He has extensive experience in leading projects as part of the program management team. He is thoughtful and creative in his approach to solving clients' challenges and works to break free from stagnation and reignite growth, leading to successful implementation. He believes in finding solutions to project challenges, providing added value to the project team. His approach is to work as an extension of the clients' staff. He wants people and projects to succeed, understanding their success is his success. He is currently serving as civil project manager with the design build team for the Los Angeles Metro Center Street Project.

Select project Experience

Orange County Public Works (OCPW)

Plan Check/Map Check Review Services

BV supports county staff to review private developers plans submitted to city engineering permit applications for major and minor subdivision map development projects to comply with Orange County Public Works standards requirements.

City of Murrietta, CA

Development Plan Check Review

Bv is currently providing Development plan check review services for the City's Precise Grading Plan. This includes the review of the onsite precise grading plan and underground utilities as part of the for the subdivision development.

City of Chula Vista, CA

Development Plan Check Review

BV supports city staff to review private developers plans submitted to city engineering permit applications for public improvement plans to comply with the City of Chula Vista standards requirements. The firm currently plan checked about 10 public improvement plans for private subdivision development projects with City.

City of Santa Rosa

Development Plan Check Review

BV supports city staff to review private developers plans submitted to city engineering permit applications for Major and Minor Subdivision Map Development projects. This involves plan check review of final map, grading plans, public improvement plans, composite underground utility for storm drains, sewer, water plans, storm water control plans, hydrology & hydraulics report, signing and striping plans, on-site retaining wall plan.

City of Santa Clara

Planning and Building Department Project Storm Water, Solid Waste and Landscape Plan Check Review

BV supports city staff to review private developers plans submitted to city planning and building permit applications for Storm Water Compliance, Solid Waste and Landscape city standards requirements. Plan review services involves grading plans, public street improvements, composite underground utility for storm drain, sewer, water plans, hydrology and hydraulics report, erosion control, City storm water BMP compliance and engineer's cost estimate.

Matthew Addington, P.E., PLS, QSP/P**Civil Engineer / Land Surveyor****EDUCATION**

B.S., Civil Engineering

**REGISTRATIONS/
CERTIFICATIONS**Registered Professional
Engineer:

CA, #C43770

California Professional Land
Surveyor

California WQCB QSD/QSP

California WQCB QSD/QSP

ICC Certified:
Building Official**PROFESSIONAL
AFFILIATIONS**Past President and State
Director of the CELSOC
Riverside-San Bernardino
ChapterPast President of the
Riverside/San Bernardino
Branch of American Society
of Civil EngineersPast Vice-Chairman and
Planning Commissioner of
the City of Grand Terrace
Planning Commission**TOTAL YEARS OF
EXPERIENCE**

21+

Matthew has more than 21 years of experience as a civil engineer. With more than a decade of experience with the City of Rancho Cucamonga, Matthew has also gained project management experience with several private sector firms throughout his career. He is a certified Civil Engineer and Land Surveyor with strong knowledge and experience working in California.

He is active in his professional continuing education and has taken courses including, but not limited to, Project Managers Boot Camp (PSMJ), Marketing Boot Camp (PSMJ), Future Leaders Seminar by CELSOC, Certificate in Project Management (University of California, Riverside Extension), and Building Plans Examiner (ICC). His civic activities include:

- Commissioner, Community Services Commission, City of Calimesa
- Secretary
- Past Vice-Chair, Planning Commission, City of Grand Terrace
- Past President, American Society of Civil Engineers, Riverside-San Bernardino Branch
- Past Banker/Treasurer, Plunge Creek Cowboys
- Past Board Member, Saint Francis de Sales School, Riverside
- Past Vice President, Grand Terrace Lions Club
- Past President, Grand Terrace Area Chamber of Commerce
- Past President, Grand Terrace Toastmasters
- Past Director, The Leadership Connections, Upland
- Past State Director, Consulting Engineers and Land Surveyors of California

Select Project Experience**Civil Plan Review Engineer****Bureau Veritas North America, Inc.****2017 - Present**

Performs all civil, grading, WQMP, NPDES, stormwater management plan reviews, mapping reviews, street improvement plan checks for code compliance.

Associate Engineer, Grading Acting City Land Surveyor**City of Rancho Cucamonga****2007 - 2017**

Worked with the Building and Safety & Engineering Services Departments by providing civil engineering and land surveyor services.

Benjamin De La Cruz, P.E., QSD**Civil Engineer/ Plans Examiner****EDUCATION**

B.S., Civil Engineering

**REGISTRATIONS/
CERTIFICATIONS**

Registered Professional
Engineer:
CA, #58892

PROFESSIONAL AFFILIATIONS

CA Board of Professional
Engineers

TOTAL YEARS OF EXPERIENCE

28+

Benjamin has over 28 years of experience in civil engineering design and project management. His project management experience includes overseeing building construction, quality control, inspection, and overall project cost estimates. Civil engineering design experience includes grading plans for sewers, water and storm drains, erosion control plans, site dimension control (horizontal and vertical control measurements) and standard urban stormwater mitigation plan and low impact development.

SELECT PROJECT EXPERIENCE**Orange County Public Works (OCPW)****Plan Check/Map Check Review Services**

BV supports county staff to review private developers plans submitted to city engineering permit applications for major and minor subdivision map development projects to comply with Orange County Public Works standards requirements.

City of Murrietta, CA**Development Plan Check Review**

BV is currently providing Development plan check review services for the City's Precise Grading Plan. This includes the review of the onsite precise grading plan and underground utilities as part of the for the subdivision development.

City of Chula Vista, CA**Development Plan Check Review**

BV supports city staff to review private developers plans submitted to city engineering permit applications for public improvement plans to comply with the City of Chula Vista standards requirements. The firm currently plan checked about 10 public improvement plans for private subdivision development projects with City.

City of Santa Rosa**Development Plan Check Review**

BV supports city staff to review private developers plans submitted to city engineering permit applications for Major and Minor Subdivision Map Development projects. This involves plan check review of final map, grading plans, public improvement plans, composite underground utility for storm drains, sewer, water plans, storm water control plans, hydrology & hydraulics report, signing and striping plans, on-site retaining wall plan.

City of Santa Clara**Planning and Building Department Project Storm Water, Solid Waste and Landscape Plan Check Review**

BV supports city staff to review private developers plans submitted to city planning and building permit applications for Storm Water Compliance, Solid Waste and Landscape city standards requirements. Plan review services involves grading plans, public street improvements, composite underground utility for storm drain, sewer, water plans, hydrology and hydraulics report, erosion control, City storm water BMP compliance and engineer's cost estimate.

Joe Medina, MSCE, E.I.T.**Building Plans Examiner****EDUCATION**

B.S. Civil Engineering

REGISTRATIONS/CERTIFICATIONS

ICC Certified:

Building Plans Examiner

Engineer-in-Training # 172115

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

National Council of Examiners for
Engineering and Surveying**TENURE AT BV**

6+

TOTAL YEARS OF EXPERIENCE

6+

Joe is a plans examiner with strong technical capabilities and leadership skills helping to ensure that review of plans and specifications for the construction, alteration and repair of commercial, residential, and industrial buildings and structures meet the requirements of applicable building, mechanical, plumbing, fire, and electrical codes for clients. Joe has a profound knowledge of methods, materials and practices of construction. He is an upcoming graduate with a Master's Degree in Structural Engineering. He is also an International Code Council Certified Building Plans Examiner. He has the necessary knowledge, skills and ability to read and interpret site plans, building plans, specifications, calculations and codes to determine compliance with appropriate codes and ordinances, analyze difficult construction code situations and to comprehensively examine plans and specifications and discuss. He possesses strong judgment, is able to communicate clearly both orally and in writing and excellent human relations skills.

SELECT PROJECT EXPERIENCE**Building Plans Examiner****Bureau Veritas North America, Inc.****2018 - Present**

Performs a variety of advanced technical, administrative, and supervisory work in directing engineering activities related to plan review for numerous municipal clients throughout the Southern California. Reviews residential, commercial, industrial and public works project plans, reports and other development and design related documents for compliance with all applicable building, mechanical, plumbing, fire, and electrical codes, and other local, state, and federal codes and guidelines. Interacts with designers, contractors and owners to review proposed projects, answered question. Provides interpretations of the codes and established policies and procedures. Researches code and product standards to determine compliance with adopted codes. Select clients include:

- **City of Malibu**
- County of Los Angeles
- City of Glendale
- City of Torrance (on-site)

Summer Intern**City of Los Angeles, CA****2017**

Summer Intern who participated on several fabrication projects at the C. Erwin Piper Technical Center for the Los Angeles City Department. In charge of fabrication and proper manufacturing of radio room for signal testing.

Martin Pasamba, MSCE

Plans Examiner

EDUCATION

B.S. Civil Engineer

LICENSES/CERTIFICATIONS

ICC Certified:

Building Plans Examiner # 8408001

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

American Society of Civil Engineers
(ASCE)

TENURE AT BV

2+

TOTAL YEARS OF EXPERIENCE

7+

Martin has 7+ years of experience in the building safety industry, with software experience in Microsoft Office, Excel, Risa-2D, Blubeam and AutoCAD. His coursework included hydraulics, engineering statics, structural analysis, reinforced steel design, reinforced concrete design, engineering dynamics, and land surveying.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner

Bureau Veritas North America, Inc.

2019 - Present

Conducts various residential and commercial plan review of structures using the latest applicable California Residential, Building, Mechanical, Electrical, Plumbing, Energy or International Building code. Performs structural, geotechnical, grading, and building code analysis to review/ discern possible risks. Represents Bureau Veritas when communicating with architects, structural engineers and/ or building officials to discuss fire/ life safety inquiries to ensure planned safety and constructability. Complies with jurisdiction ordinance requirements for LA County, San Bernardino, San Dimas, Monrovia, Santa Rosa, and Malibu for plan submittals. Coordinated projects for Santa Rosa Tubbs Fire project rebuild. Coordinates plan review with plan check engineers and/ or City agencies. Participate in SEAOC, CALBO and CASp training seminars for continuation credit. Projects include City of Richmond, VA.

City Intern

Santa Clarita City Hall

2018 - 2019

Performed CIS and AutoCAD integration, site visibility analysis, signing and striping analysis, and flow of traffic observations/analysis.

Data Entry Clerk

Infinity Precision, Inc.

2016

Prepared data packages for government bids of aircraft arts. Also prepped data entries and information procurements and aircraft blueprint readings.

Glenn Kechejian, , MSCE, E.I.T.**Building Plans Examiner****EDUCATION**

M.S. Structural Engineer

B.S. Civil Engineer

LICENSES/CERTIFICATIONS

E.I.T.

ICC Certified:

Building Plans Examiner #8408001

Professional Engineering License

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TENURE AT BV

9+

TOTAL YEARS OF EXPERIENCE

11+

Glenn is currently working toward completing his Master's degree in structural engineering, while using his knowledge to uphold the welfare and safety of the public. He is expected to receive his professional engineering license by 2019. Glenn provides excellent customer service and detail-oriented reviews. Glenn is also able to speak Spanish, Armenian, and Turkish.

SELECT PROJECT EXPERIENCE:**Building Plans Examiner****Bureau Veritas North America, Inc.****2015 - Present**

Performs plan checking for architectural and structural plans, communicating effectively with contractors, architects and engineering to assist in resolving deficiencies in plans. Currently **on-site at the City of Malibu**.

Projects include work for District of Columbia.**Tom's Number 5****2011 - 2015**

Responsibilities included cash register operation, providing customer service, food preparation and packaging and restaurant maintenance.

D & H Engineering**2010**

Measured parts used in aerospace and aircraft technology. Worked with machinery to fabricate parts that are very precise. Used programs relevant for creating and measuring parts.

Luis Mota**Sr. Building Inspector****LICENSES/CERTIFICATIONS**

ICC Certified Residential
Building Inspector

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TENURE AT BV

2+

TOTAL YEARS OF EXPERIENCE

35+

Luis Mota is a seasoned construction professional with multiple areas of expertise. He has over 35 years of experience within the construction industry. Throughout his career he has exhibited his ability to handle multiple projects simultaneously and has a proven track record of excellent follow-through on assignments as well as a demonstrated commitment to successful project completion. Furthermore, he has the ability to acquire and apply knowledge rapidly and is an excellent communicator with the ability to effectively and professionally interface with clients and business associates. Luis is fluent in both English and Spanish.

SELECT PROJECT EXPERIENCE:**Sr. Building Inspector****Bureau Veritas North America, Inc. | 2022 - Present**

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Various Positions- All Pro Designs | 1987 - Present

- **CONSTRUCTION PROJECT MANAGEMENT:** Managing and hands on workmanship throughout all phases of construction projects. Estimated time and material costs. Maintained quality and cost control. Knowledge on all aspects of construction. Vast experience throughout the last 35 Years.
- **DEPUTY INSPECTOR:** 4 Years of experience
- **PLANS DESIGNER:** 18 Years of experience designing custom homes, room additions, and health department plans. **ADMINISTRATION:** Oversaw expenditures and payroll. Developed and implemented policies and procedures. Ensured compliance with government regulations. Prepared all project documentation.
- **SUPERVISION/TRAINING:** Supervised Foremen and Laborers. Hired and scheduled subcontractors. Trained and evaluated all team members.
- **KNOWLEDGE OF FOUNDATION RELATED PROJECTS:** Rebar, stem walls, cement, slabs, curb and gutter, side walks and flat work. Installation of required anchor bolts.
- **COMPLETE FRAMING KNOWLEDGE:** Single homes, room additions, roof decks, patio decks.
- **ELECTRICAL:** Complete residential electrical work on homes, additions, panel upgrades up to 400 AMPS, overhead and underground service, sub panels from rough installation to finish product.
- **RESIDENTIAL PLUMBING:** ABS sewer main line, ABS piping for room additions and single family homes, copper piping which also included re-piping, main service gas line, gas piping for additions and homes.
- **ROOFING:** Roof shingles and hot mop installations.
- **INSULATION:** Green plan requirements, energy building envelope
- **STUCCO:** Stucco-lath installation plaster/3 coat application, scratch coat, brown coat, color coat
- **DRY WALL APPLICATION:** Mud and tape surface
- **PAINTING:** Exterior and interior
- **FLOORING AND TILING:** Prepping and installation

EDUCATION

A.S., Power Plant Operations

REGISTRATIONS/CERTIFICATIONS

ICC Certified:
Residential Building Inspector
Commercial Building Inspector
OSHA 30 Construction Certified
HVAC/EPA Certification

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
State of California Office of
Emergency Services (OES) Safety
Assessment Program
International Conference of Building
Officials (ICBO)

TENURE AT BV

1+

TOTAL YEARS OF EXPERIENCE

17+

Kirk Zimmerman**Sr. Building Inspector**

Kirk brings 17+ years of experience in the construction industry in a variety of capacities and is an ICC certified commercial building and residential building inspector. He has broad project and managerial experience and is adept at communication and problem solving.

SELECT PROJECT EXPERIENCE**Sr. Building Inspector****Bureau Veritas North America, Inc.****2023 - Present**

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

QA/QC Inspector**Private Sector****2021 - 2022**

- Technical audits of small business customers
- Verified salesperson's assessment of lighting and refrigeration measures.
- Performed replacement installations of lighting and refrigeration fan motors
- Trained subcontractors on motor installations
- Performed post-installation inspections with SCE representatives

Maintenance Manager**Tarzana Treatment Centers****2020****Assistant Operations Manager****Good Eggs, Inc.****2018 - 2020****Maintenance Manager****Lakeshore Pearl Apartments****2015 - 2018**

7. Provide examples of services or projects that the firm/company and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.

Examples of Related Services and Projects for BV & Team Members

Bureau Veritas and our proposed team have a proven track record of delivering high-quality Building & Safety services to numerous municipalities throughout Southern California, including recent and ongoing assignments that directly align with the requested scope for the City of Lakewood. Below are selected examples from the past five years:

City of La Palma, CA

Full Building & Safety Services (Ongoing)

BV serves as the City's contract Building & Safety Department. Services include Building Official assignment, plan review, inspections, permit counter services, and over-the-counter plan checks. This is a fully integrated municipal program very similar in structure to Lakewood's needs.

City of South El Monte, CA

Building Official and Inspection Services (Ongoing)

BVNA provides Building Official leadership and full building inspections for the City of South El Monte, under the jurisdiction of the County of Los Angeles. This project is directly comparable to the model proposed for Lakewood.

City of Corona, CA

Deputy Building Official, Plan Review, and Inspections (Ongoing)

BVNA supports the City of Corona with Deputy Building Official leadership, plan review, and inspection services. This project demonstrates our ability to integrate with City staff and provide scalable Building Division support.

City of Palmdale, CA

Interim Building Official and Plan Review Services (Completed)

BV provided Interim Building Official services and full plan review support for the City of Palmdale. Our flexible staffing model ensured seamless coverage during transitions and helped the City maintain continuity of service delivery.

City of Monrovia, CA

Interim Building Official and Plan Review Services (Completed)

Similar to Palmdale, BV was selected to serve as the Interim Building Official for Monrovia, along with providing plan check services. Our team delivered code interpretation, customer service, and technical expertise that helped the City manage complex development reviews efficiently.

These references collectively demonstrate BV's expertise and ability to deliver the exact services requested by the City of Lakewood, with the added value of local, experienced personnel from our Irvine office.

We understand the importance of responsiveness, high-quality service, and seamless integration with City staff. BV prides itself on providing outstanding customer service and over-the-counter plan check capabilities, which are key differentiators of our successful partnerships with nearby cities.

Team Leadership and Continuity

The proposed Building Official for the City of Lakewood is Trang Huynh, P.E., CBO, a highly respected Regional Manager with over two decades of municipal experience across Southern California. Trang has personally led the successful delivery of services for the cities listed above, including La Palma, South El Monte, Palmdale, Monrovia, and Corona. His involvement has consistently resulted in measurable improvements to customer service, streamlined plan review operations, and enhanced code compliance oversight. Many of the team members proposed for Lakewood have worked directly under Trang's leadership on these same projects. This continuity ensures not only technical proficiency but also deep familiarity with the workflows, communication expectations, and collaborative culture required for success in a municipal environment. The team is well-versed in both in-person and remote operations, over-the-counter reviews, and coordination with LA County platforms such as Bluebeam and permitting systems.

Our staff's firsthand experience delivering Building Official services, over-the-counter plan checks, field inspections, and interdepartmental coordination for similar jurisdictions positions us to deliver immediate value to the City of Lakewood with minimal onboarding or ramp-up time. We bring a proven team, not just resumes, with a clear understanding of public service and accountability.

SECTION E PROPOSAL SCHEDULE

BUILDING & SAFETY SERVICES REQUEST FOR PROPOSAL (RFP) 2025 IN THE CITY OF LAKEWOOD, CALIFORNIA

Proposal A – Rate and Services Structure

- For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related consultant position. For a percentage of fees system, proposals shall clearly indicate what costs associated with the consultant services will be offset by the percentage of those fees collection.

Hourly rates should include, but not limited to the following consulting services roles:

Job Description	Hourly Rate
Building Official	\$165.00
Certified Building Official	\$155.00
Deputy Building Official	\$145.00
Plan Checker	\$115.00 - \$130.00
CASp Inspector	\$130.00 - \$145.00
Building Inspector	\$90.00 - \$105.00

Note: Rates include all labor, travel, equipment, technology, and insurance. No separate fees will be charged for use of Bluebeam or City software integration.

Alternative Services that may be considered by the City

- Fee structure for Plan Check: Indicate fee as a percentage of the City's collected plan check fee of a first-time check and re-check. This fee should include shipping and courier service (if applicable).

Plan Check	Percentage
First-time check	60%
Re-Check	Included- includes up to two rechecks

No charge for courier costs where applicable.

- Firm shall provide separate fee percentages for project valuations of:
 - \$1 to \$15,000
 - \$15,000 to \$30,000
 - \$30,000 to \$75,000
 - \$75,000 and greater

Valuation	Percentage
\$1 to \$15,000	60%
\$15,000 to \$30,000	60%
\$30,000 to \$75,000	60%
\$75,000 and greater	58%

The Consultant may provide a fee percentage pursuant to best practices or industry standards

3 Fee Option for expedited Plan Check (if applicable)

Valuation	Percentage
\$1 to \$75,000+	80%

Proposal B – Rate and Services Structure for Sub-Consultant(s)

Sub-Consultant(s)	Hourly Rate
Not Applicable	

Proposal B Schedule Total:\$ 0.00

The Consultant shall be responsible for calculating and providing unit prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

This is an open-ended, time-and-materials contract. Total fees will be invoiced per the above hourly rates and plan-check percentages, based on actual services requested.

Proposal Schedule A & B Total: \$

C: PROPOSAL

9. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.

Below is a list of Bureau Veritas team members who are directly tied to the performance of work under this contract. Personnel are assigned based on proximity and expertise, with primary support provided by the Irvine Office, located at 220 Technology Drive, Suite 100, Irvine, CA 92618. Additional remote plan review or inspection support may be provided by staff from other BV California offices on an as-needed basis, subject to City approval.

Name	Role	Location
Craig Baptista, M.B.A.	Vice President	CA Region
Trang Huynh, P.E., C.B.O.	Building Official	Irvine Office (primary), with on-site presence in Lakewood
Armil Allahyarian, MSCE	Operations Manager /Project Manager	Irvine Office
Troy Schmidt, S.E.	Plan Review Engineer	Irvine Office
Matthew Torosian, P.E.	Plan Review Engineer	Irvine Office
Henry Hadidi, S.E., PhD	Plan Review Engineer	Irvine Office
Michael Hill, S.E.	Plan Review Engineer	Irvine Office
Orland Obtera, E.I.T., L.S.I.T.	Civil Project Manager	Irvine Office
William (Matthew) Addington, P.E., PLS, QSD/P	Civil Plan Review Engineer	Irvine Office
Benjamin De La Cruz, P.E., QSD	Civil Plan Review Engineer	Irvine Office
Armil Allahyarian, MSCE	Plans Examiner	Irvine Office
Joe Medina	Plans Examiner	Irvine Office
Martin Pasamba	Plans Examiner	Irvine Office
Glenn Kechejian	Plans Examiner	Irvine Office
Jason Pasiut, C.B.O., CASp	CASp	BV Certified Staff – Southern CA Region
Brian Lee, CBO, CASp, AIA	CASp	BV Certified Staff – CA Region
Kirk Zimmerman	Building Inspector	Irvine Office

Note: Additional technical staff may be assigned with City approval to meet workload or specialty needs. All personnel will be ICC-certified and meet qualification standards outlined in the RFP.

10. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.

CUSTOMER SERVICE PHILOSOPHY

At Bureau Veritas, the firm's #1 goal is to meet and exceed the service levels required from its municipal clients. BV's commitment is to provide staff continuity, close communication, immediate accessibility to staff and information, implementation of best practices, and proactively solve issues not clearly identified in the code. BV fully believes in following a solution oriented philosophy and will proactively ensure exceptional customer service, balance development momentum with code compliance/processing requirements and seamlessly serve as an extension of the City's staff. The firm is keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. BV's commitment to providing accurate and appropriate solutions to its clients and its ability to quickly and efficiently meet the needs of the communities the firm serves makes BV an ideal partner for the City.

BV's philosophy is to take a proactive approach in balancing the workforce with the development activity in order to achieve the City's goals and serve its community to the very best of the firm's abilities. Furthermore, the firm is committed to sharing best practices and lessons learned and working with applicants to correct code deficiencies and bring projects to a successful conclusion. To achieve a cohesive and seamless process, the firm has developed the following procedures. BV's team of professionals are capable of providing the required services in an efficient manner in the best interest of the [Client] and are familiar with the City's processes and procedures and will provide successful, on-time, and on-budget project delivery.

PROMOTE information sharing and collaborative work between all City staff and contractors:

When you have multiple groups with differing views, resources, and skills applying their intelligence and strength to manage a community, the results can be impressive. They can figure out ways to garner the necessary skills, funds, and time to solve community problems and improve human services. But it requires people who are well-organized, cooperative, and aligned by a common mission. The BV team puts aside the narrow interests of its own organization and gives priority to

the broader common good of the larger community. By networking, coordinating, cooperating, and collaborating, the BV team works with all [Client] staff, stakeholders, and organizations to accomplish common goals each entity can't achieve on their own.

PROVIDE appropriate staff to perform the requested services:

The BV team recognizes it is responsible for conducting business during the established business days and hours, except when the [Client] offices are closed due to observed federal holidays, local or national emergencies, administrative closings, or similar Government directed facility closings. The BV team will, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined for the plan review and supplemental services. Because of the nature of inspection services, BV team members are expected to meet after-hours needs identified by the City.

EARN the trust of the public:

BV understands for its services to truly be effective, the firm must earn the trust of the public. In order to earn their trust BV will incorporate strict policies regarding customer service. The firm's staff will:



Quality Assurance Program

Bureau Veritas North America, Inc. (BV) associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City. In doing so, the firm will establish itself as the City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

The firm's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, BV's quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.



Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the City. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX, a software developed by J.D. Edwards World Solution Company. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This state of the art system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

Project Management and Schedule Controls - Quickbase Protrack

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise details regarding a specific project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

C: PROPOSAL

11. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.

12. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. The proposal shall state that such insurances will be in force at time of contract execution.

If Bureau Veritas North America, Inc. is contracted, is able to provide the necessary insurance proof of coverage at the time of contract execution.

Bureau Veritas North America, Inc.'s. insurance will be in force at the time of contract execution.

13. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/company on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.

REFERENCES

BV has extensive experience in the provision of plan review, permitting, and inspection services throughout California and across the United States. Having provided building and safety services for over a century, the firm is the foremost expert in the field. Clients choose BV for our expertise and reputation. This reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics. The following provides a description of customer references from similar projects performed for local government entities and the services provided for these customers are similar in scope to those of the City of Anaheim's requirements within the Request for Proposals.

CITY OF CORONA, CA

BUILDING & FIRE PLAN REVIEW, PERMIT PROCESSING, INSPECTION AND ASSISTANT BUILDING OFFICIAL SERVICES

Project Reference: Chris Milosevic, Building Official

A. 400 S.Vicentia Avenue • Corona, CA 92882

P. 951.736.2250

E. chris.milosevic@ci.corona.ca.us

Contract Date/Year of Services: 2010 - Present (on-going services)



Project Summary: BV is currently providing building and fire plan check, inspections, and counter technician services for residential and commercial properties. The firm also provides on-site extension of staff as necessary, including providing assistant building official services. An on-site registered civil engineer also assists with an immediate need for building plan check. BV assists the City in providing plan review services for small residential solar energy projects. The firm's team utilizes BVnet to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects. BV provides on-site plan check engineers to review hundreds of plans for different types of projects from large hotels, commercial centers to single family homes and tract home projects.

CITY OF LA PALMA, CA

MUNICIPAL FULL BUILDING AND SAFETY SERVICES

Project Reference: Belinda Deines, Planning Manager

A. 7822 Walker Street • La Palma, CA 90623

P. 714.690.3336

E. bdeunes@cityoflapalma.org

Contract Date/Year of Services: 2022 - Present (on-going services)



Project Summary: BV was selected to provide Building and Safety Services, including permit technician, building inspection, Building Official, and Plan Check services to the City of La Palma in 2022. Under the direction of the Community Development Planning Manager, BV serves as the on-call Building Official, provides plan check/inspection services as well as building technician services, and open, operate, and close the Building & Safety public counter during normal business hours. BV conducts plan checks, assists with issuing permits, and other duties necessary to carry out the typical functions of a Building Division, including responding to public inquiries, preparing reports and communications, and providing staff assistance for internal and external customers. **BV helped the City locate a new software platform and provided our assistance in every step of the transition process.** Projects include:

- **Joshua Medical Center:** 19,000 sq.ft. medical building with complete architectural, structural, ADA, electrical, mechanical, and plumbing designs (2023).
- Hundreds of other types of projects from family homes to tenant improvements and ADU units.

CITY OF PALMDALE, CA

FULL BUILDING SERVICES

Project Reference: Brian George, Building Official
A. 38250 Sierra Hwy, Palmdale, CA 93550
P. 661.267.5385
E. bgeorge@cityofpalmdale.org
Contract Date/Year of Services: 2020 - Present (on-going services)



Project Summary:

BV was selected to serve as the on-call Building Official, provide plan check/inspection services as well as building technician services, and open, operate, and close the Building & Safety public counter during normal business hours. We conduct plan checks, assist with issuing permits, and other duties necessary to carry out the typical full functions of a Building Division, including responding to public inquiries, preparing reports and communications, and providing staff assistance for internal and external customers.

CITY OF SOUTH EL MONTE

BUILDING OFFICIAL AND INSPECTION SERVICES

Project Reference: Rene Salas, City Manager
A. 1415 Santa Anita Ave., South El Monte, CA 91733
P. 626.579.6540
E. rsalas@soelmonte.org
Contract Date/Year of Services: 2017 - Present (on-going services)



Project Summary: BV was selected to provide Building Official services and inspection services for both building and business license inspections. The building inspector also provides over the counter plan checks and coverage of the permit counter.

COUNTY OF LOS ANGELES, CA

BUILDING AND ENGINEERING PLAN REVIEW AND INSPECTION SERVICES

Project Reference: Fouad C. Barakat, P.E., MSCE, Senior Civil Engineer

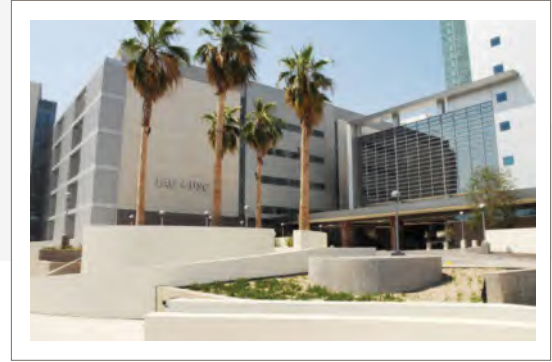
A. 4080 Lemon Street, 9th floor • Riverside, CA 92502

P. 626.458.6352 | **C.** (626) 949-8333 **E.** fbarakat@dpw.lacounty.gov

Contract Date/Year of Services: 2003 - Present (on-going services)

Project Description: Since 2003, BV has been providing Inspector of Record, inspection, and building plan review services on over 60 building facilities projects, including some high-profile public works and essential services projects throughout the County of Los Angeles, such as courthouses, jails, fire stations, health facilities, medical centers, recreational facilities. Our staff's duties have included quality assurance, managing the submittal process, tracking change orders, and monitoring the contractors' safety program. Some of these projects for which we have provided construction inspection services included:

- **University of Southern California Medical Center Replacement** - BV has been providing construction management and inspection services for the \$560 million replacement of four hospital facilities on campus to provide a new tertiary-level medical center totaling 1,500,000 square feet. An additional \$97 million was allocated for the Capital Equipment budget. The project is composed of four distinct building components, including a 600-bed inpatient tower, base-isolated diagnostic/treatment facility, specialty outpatient clinic building and central plant. The common systems for all of these locations included a pneumatic tube, elevators, common low voltage systems, and automatic guided vehicles. Included in the project scope was asbestos abatement, construction of a pneumatic tube, elevators, common low voltage systems, and automatic guided vehicles.
- **Hollywood Bowl Shell Rehabilitation** - This fast-track project entailed the demolition of the existing asbestos Bowl shell and waterproofing, stage and side wing structures, light towers, concession area, topping slab and site work paving and landscape elements. The new structure and associated work included a new shell, stage and side wing structures, stage right addition, integration of a new adjustable acoustic canopy, lighting and audio systems (two systems, one for the Philharmonic and the other for other types of musical venues), a stage floor with built-in turntable, hydraulic elevator, storage and office spaces, new mechanical and electrical systems, integrated pyrotechnic platforms, landscape elements, and ramps and walkways.



COUNTY OF RIVERSIDE, CA

ON-CALL PLANS EXAMINER, BUILDING INSPECTOR, COUNTER TECHNICIAN, AND GEOTECHNICAL SERVICES

Project Reference: Jorge Caballero, PE, CBO, CFM, TLMA

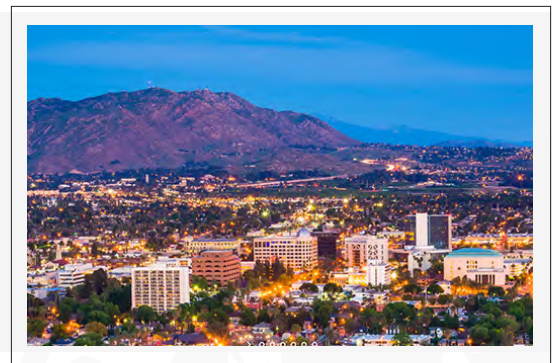
Administrative Services Manager, Deputy Building Official-Building and Safety Department

A. 4080 Lemon Street, 9th floor • Riverside, CA 92502

P. 951.955.3918 **E.** jcaballe@rivco.org

Contract Date/Year of Services: 2019 - Present (on-going services)

Project Summary: BV was selected to provide for Riverside County on-call plan review, building inspections, counter technician and geotechnical services. Projects include single family residential, multi family residential, commercial tenant improvements, new commercial, additions, and others.



14. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the consultant has made a similar transition from another contract provider and the methods that the consultant utilized in achieving this transition.

INTEGRATION PLAN

During the firm's 49 year tenure, the BV team has had the opportunity to observe, replicate, develop, and successfully implement streamlined processes and best practices which produce efficient and cost-effective results.

Building safety in a community begins with adopting a proven set of building safety codes. But, it takes much more than a set of codes to protect the public. It requires qualified professionals to implement the day-to-day application of said codes. It also requires proven infrastructure to provide the resources and training necessary to keep the building

safety professionals up-to-date with the latest building safety requirements and enforcement practices.

As declared by the International Code Council, a successful code administration program achieves:

- Reduced risk of tragedy caused by natural disasters and fires
- Investment protection for property owners; and
- Insurance premium sustainability

The BV team pledges to provide its clients with a successful code administration program with qualified and experienced code professionals and a proven infrastructure. To achieve a cohesive and seamless process, the firm has developed the following 4-PHASE guideline for delivering services.

The firm's approach to achieving the tasks not only involves the technical aspect of its service, but it also includes the human aspect.

INTEGRATION PLAN GUIDELINE



1

INITIATION - IDENTIFY

The primary goal of Phase 1: Identify and meet with the City's key stakeholders and gather an in-depth understanding of the City's current processes and procedures.

- Identify staff / responsibilities

- Document contact information
- Identify project tracking system
- Identify City's ideal processes /procedures and detect opportunities for improvements
- Develop planning and implementation schedule



2

PLANNING - EVALUATE

BV will use the Phase 2 period to orientate the team with the City's streets, built environment, local procedures, ordinances, forms, best practices and other requirements which may be unique to the City.

- Evaluate City forms and applications
- Identify department services

- Evaluate department needs
- Identify City codes and ordinances
- Gather City zoning ordinances and map
- Complete City survey form
- Specify goals and objectives
- Present goals and objectives to City for review, commentary and approval



3

IMPLEMENTATION - ESTABLISH

The Implementation Phase is the performance phase. This is where BV will put into place the procedures developed in collaboration with City staff to ensure seamless extension.

- Establish plan review procedures
- Establish inspection procedures
- Obtain project tracking system training, if needed
- Establish billing processes
- Establish staff goals and objectives that align with City goals and expectations



4

MONITORING - ASSESS (CONTINUOUS)

Phase 4 has been established as the Monitoring Phase. This phase will let BV know if the firm is meeting the City's expectations and service needs, and to adjust the procedures accordingly.

- Review plan review procedures
- Review inspection procedures
- Measure customer service
- Monitor permit activity
- Update City information
- Provide solutions
- Ongoing weekly and monthly meetings with City to measure performance, refine objectives and discuss upcoming projects and initiatives to positively impact on the City and community at large

Support the established culture throughout the City and community

Community character is conveyed by not only grand buildings and public spaces but a whole range of elements: residences of all sizes and scale; commercial, government, and institutional buildings; street cross-sections; street furniture and graphics; public places, large and small; ceremonial buildings; informal activities such as street markets and fairs; and the food, language, and personalities which contribute to a community's narrative.

In an effort to adopt the spirit and proud nature of the community, BV employees are encouraged to regularly support and participate in local activities and events. The firm will strive to preserve and enhance the local identity, uniqueness, and culture of the City and its community. The BV team will adopt the policies, processes, and procedures for the Building Department which reinforce the underlying philosophy and vision already established.

INTEGRATION PLAN EXAMPLES

The Irvine office has been involved with migration of plan check services from another consultant with numerous jurisdictions such as the City of La Palma (2022), City of Laguna Woods (2020) which is located in the County of Orange and with the City of Redlands (2019) which is located in the County of San Bernardino. BV implemented the integration plan to implement our new plan check services and they were quite successful.

In addition, BV has been providing full building services to the City of Santa Rosa after the major fire disaster that impacted the community in late 2017. Please see additional details on the following page.

INTEGRATION PLAN EXAMPLE: CITY OF SANTA ROSA

Services Provided:



- Disaster Recovery Services
- Building Plan Review
- Building Inspections
- Planning Services
- On-Site Permit Technician
- Engineering Technicians - Water
- Civil Inspections
- SWPPP Inspections
- Environmental Services
- Community Outreach



Strategic Plan:



In the wake of this devastating fire that impacted the community in October 2017 and destroyed more than 3,000 residential structures and 30 commercial buildings, the City faced challenges with staffing a permit center dedicated to the rebuilding efforts, while continuing to meet the traditional workloads of usual development and construction.

Budgetary/Financial:

Economic recovery working within City's budget to maximize operational and customer service enhancements during the fire rebuild.

ACTION PLAN

Action Item 1:



Develop an onsite team including a project manager, plan reviewers, permit technicians, inspectors, and customer service to fully service the city and the community for the rebuild process.

Result:

Created a fully staffed center focused specifically on the rebuild process. Decreased the City's workload which enabled the rebuild process to operate on an expedited time frame.

Action Item 2:



Introduce electronic plan check for the rebuild department.

Result:

Helped homeowners move swiftly through the plan check process, reducing the need for excess time and expenditures during the plan check process.

Action Item 3:



Introduced expedited time frames for all rebuild departments. Plan checks were performed on a 5-day turnaround for first time reviews and a 3-day turnaround for resubmittals. Inspections were performed next day for all rebuilds.

Result:

Allocating resources specifically for the rebuild allowed homeowners and contractors to complete the rebuild process in an expedited time frame (2 years).



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EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept

on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: T2 Systems Agreement - Cloud Hosted Parking Control Software Program

STATEMENT OF FACT

The City has contracted with T2 Systems (T2), the City's parking-control software provider since 2017. T2 provides a highly-automated, cloud-based system and is responsible for all updating, maintenance, and support of the software. T2 is proposing an annual maintenance agreement at a cost of \$28,416, which includes access to their out-of-state vehicle registration information. This represents a 2.4% increase from the current year amount.

The FY 2025-26 Budget includes adequate funding for this service.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager or his designee to enter into an annual maintenance agreement with T2 Systems for a cost not to exceed \$28,416 in FY 2025-26 and have the City Attorney approve as to form.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Agreement with Tyler Technologies Inc. for MUNIS Accounting Software Licenses and Support

INTRODUCTION

For over 18 years, the City has utilized Tyler Technologies' MUNIS (Tyler) accounting software modules. Throughout this period, the City has maintained agreements with Tyler for software licensing, module support, disaster recovery, and off-site support services."

STATEMENT OF FACT

Historically, Tyler's annual fee increases have varied from year to year. For FY 2025-26, Tyler has proposed an annual fee of \$191,266, representing a 5% increase over the prior year. However, the actual amount paid is expected to be lower due to the application of various operational credits. In light of the current economic environment and the historically modest fee changes, the proposed increase is reasonable.

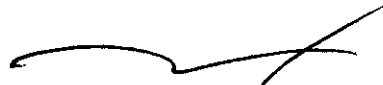
The FY 2025-26 Budget includes adequate funding for this service.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager or his designee to enter into an agreement with Tyler Technologies, Inc. for FY 2025-26 in an amount not to exceed \$191,266 for accounting software licensing and support.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
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To: CITY OF LAKEWOOD
ATTN: ACCOUNTS PAYABLE
5050 NORTH CLARK AVENUE
LAKEWOOD, CA 90712
United States

Ship To: CITY OF LAKEWOOD
ATTN: ACCOUNTS PAYABLE
5050 NORTH CLARK AVENUE
LAKEWOOD, CA 90712
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 4926		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: LAKEWOOD, CA					
15/May/2009	1 Renewal: TYLER DISASTER RECOVERY SERVICE Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	29,668.26	29,668.26
01/Sep/2009	2 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	31,373.00	31,373.00
01/Sep/2009	3 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	32,780.92	32,780.92
01/Sep/2009	4 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	8,939.85	8,939.85
01/Sep/2009	5 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	2,625.00	2,625.00
01/Sep/2009	6 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	4,262.11	4,262.11
01/Sep/2009	7 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	4,171.62	4,171.62
01/Sep/2009	8 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months	1	EA	3,427.80	3,427.80
	9 Renewal:	1	EA	9,833.99	9,833.99



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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
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Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
01/Sep/2009	SUPPORT & UPDATE LICENSING - INVENTORY Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	10 Renewal:	1	EA	8,277.27	8,277.27
01/Sep/2009	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	11 Renewal:	1	EA	6,556.49	6,556.49
01/Sep/2009	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	12 Renewal:	1	EA	4,916.99	4,916.99
01/Sep/2009	SUPPORT & UPDATE LICENSING - PAYROLL Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	13 Renewal:	1	EA	7,211.38	7,211.38
01/Sep/2009	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	14 Renewal:	1	EA	9,833.99	9,833.99
01/Sep/2009	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	15 Renewal:	1	EA	6,883.17	6,883.17
01/Sep/2009	SUPPORT & UPDATE LICENSING - REQUISITIONS Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	16 Renewal:	1	EA	2,500.00	2,500.00
01/Sep/2009	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS (LIMITED USE) Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	17 Renewal:	1	EA	4,605.77	4,605.77
16/Jan/2011	TYLER FORM PROCESSING SUPPORT Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	18 Renewal:	1	EA	2,050.58	2,050.58
05/Dec/2014	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				
	19 Renewal:	1	EA	2,700.00	2,700.00
15/May/2009	TYLER UNLIMITED CAL UPGRADE MAINTENANCE Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months				



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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
PROFORMA**

Company	Order No.	Date	Page
045	229016	05/31/2025	3 of 3

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
20 14/May/2024	Renewal: Employee Access Migration Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months :	1	EA	3,609.90	3,609.90
21 03/Dec/2024	Renewal: Content Manager Core - Includes Onboarding - Maintenance Cycle Start: 10/20/2025, End: 10/19/2026; Term: 12 months :	1	EA	4,158.00	4,158.00

Does not include any applicable taxes

Order Total: 190,426.09

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Agreements with Valkyrie Solutions, LLC and Lorine Alatorre for Homeless Outreach Services

INTRODUCTION

For the past six months, the City has experienced an increase of calls for service related to homeless. This increase is attributable to more chronically homeless individual congregating on public sidewalks and other public areas with large amounts of personal property and other items they have collected. To better address these homeless related issues, additional funding was approved to hire Homeless Services Liaisons to provide additional outreach services, particularly in the evenings and weekends.

SUMMARY

Due to an increase of homeless related calls for service and homeless individuals that are more chronic and visibly in public spaces, the City Council approved funding in the amount of \$75,000 for the remainder of Fiscal Year 2024-2025 to hire contracted Homeless Services Liaisons.

The City hired two contracted Homeless Services Liaisons, Torre Williams with Valkyrie Solutions, LLC and Lorine Alatorre as an independent contractor, to provide direct homeless outreach services. The Liaisons work collaboratively with one another and with City staff, Sheriff's department personnel and other homeless service providers, such as LAHSA, PATH, Pacific Clinics and Department of Mental Health, to conduct outreach to those experiencing homelessness.

The Liaisons contact homeless individuals throughout the city using proactive measures as well as responding to calls for service or service requests. Through their contacts, they assess an individuals situation and particular needs to connect them with the appropriate services and to find a way to get the individual off the street. As needed they will involve law enforcement to address violations of law.

They also work with businesses to educate and assist in way a business can help to address the homeless issue. Through their work, the liaisons' efforts, coupled with other resources, have helped several individuals to get connected to appropriate services, accept shelter or other interim housing.


The Liaisons will each work up to 40 hours per week. The estimated annual cost for each Homeless Services Liaison is \$125,000, for a total of \$250,000.

RECOMMENDATION

Staff recommends City Council:

- 1) Approve an agreement with Valkyrie Solutions, LLC to provide homeless outreach services for the term of July 1, 2025 through June 30, 2026 and authorize the Mayor to sign the agreement as approved by the City Attorney.
- 2) Approve an agreement with Lorine Alatorre to provide homeless outreach services for the term of July 1, 2025 through June 30, 2026 and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
Valkyrie Solutions, LLC**

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2025 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Valkyrie Solutions, LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Scope of Services attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full. Work hours and days to be negotiated and mutually agreed upon by City and Consultant.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the scope of services in Exhibit A, at a rate of \$60.00 per hour.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling,

transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

8. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

10. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712
Attention: City Manager

To Consultant: Valkyrie Solutions, LLC
Owner: Torre Williams
5970 Fairlane Ave.
Eastvale, CA 92880
(562)201-5211
tdublu417@gmail.com

16. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or

contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

21. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

22. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

24. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Todd Rogers, Mayor

Torre Williams, Owner
Valkyrie Solutions, LLC

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Insurance Requirements

EXHIBIT A

Scope of Services

HOMELESS SERVICES LIAISON

Contract Position/No Benefits

Duration of contract is year-to-year dependent upon available funding

Rate of Pay: \$60 per hour

Under general direction, the Homeless Services Liaison serves to conduct outreach and intervention services to the homeless population in Lakewood; works collaboratively with city staff, LA County Sheriff's Department and other homeless service agencies; helps ensure direct services are met creating connections with homeless individuals; conduct outreach to various community stakeholders to further address homeless related issues in the city.

Examples of Duties

Duties may include, but are not limited to the following:

- Respond to homeless related calls for service and service requests to conduct outreach and invention services
- Represents Lakewood at public meetings, interagency planning meetings and other policy-related events and at Coordinated Entry System planning meetings as needed
- Ensures County resources are working (shelters and services)
- Works closely with Los Angeles County Sheriff's Department, public safety and code enforcement city staff, and other contracted service providers
- Represents Lakewood's concerns at homeless services-related meetings in the Continuum of Care, Coalitions and Coordinated Entry System
- Represents Lakewood at homeless committees and community meetings
- Maintains reports, logs and files and databases, electronically and in written format
- Assists clients in connecting to appropriate service providers
- Conducts crisis intervention as needed
- May provide own transportation for work related travel as necessary
- Performs other related duties as assigned

Qualifications

EDUCATION & EXPERIENCE: Any combination of education and experience that demonstrates an ability to perform the various duties described herein. A Typical example would be a Bachelor's degree from an accredited college or university in social services, human services, public or business administration or a closely related field and five years of prior work experience providing case management, social services, and/or working with the homeless (individuals and/or families) in outreach and engagement services, or working as a Peace Officer in the State of California with extensive time in a patrol capacity engaging with homeless, persons experiencing mental health issues and/or persons experiencing substance use disorders. Experience with the Homeless Management Information System (HMIS) is strongly preferred.

LICENSE: Possession of a valid Class "C" operator's license issued by the California State Department of Motor Vehicles and a good driving record. Incumbents must carry active and adequate auto insurance of driving any vehicle not owned or leased by the city of Lakewood.

KNOWLEDGE OF: Local, state, and federal homeless and housing policies; local homeless services and housing programs; substance abuse recovery, mental health and health care systems; procedures for planning, implementing, and maintaining a variety of homeless outreach and engagement services and programs; public speaking and communication skills; Windows Operating System, latest version of Microsoft Office (Word, Excel, PowerPoint, Access) Outlook and at least one database application; Homeless Management Information System (HMIS).

SKILLS AND ABILITIES TO: Communicate professionally and effectively both orally and in writing, with City Council, City leadership, City staff, community partners, non-profits and other organizations; engage in public speaking; work effectively with diverse constituencies ranging from homeless individuals to elected officials; establish and maintain positive working relationships with those you come in contact with; provide direct service to homeless individuals and/or families; communicate effectively with persons displaying psychological and substance-induced behaviors such as depression, anger and confusion; and operate a computer and demonstrate competency in database use.

PHYSICAL AND MENTAL DEMANDS/ ENVIRONMENTAL CONDITIONS: Ability to see and hear within normal ranges and dexterity to read, write, type, file, operate office equipment such as a computer, telephone, calculator, copier, fax machine, pencils, pens, scissors, stapler; ability to drive vehicle (city vehicle); communicate orally, in writing and over the telephone; understand written and verbal directions.; ability to lift and carry up to 25 pounds, stand, walk, and sit for extended periods of time, may walk on uneven surfaces; bend, stoop, kneel, crouch or crawl; work indoors and outdoors, when working outdoors, the incumbent may be exposed to heat and cold and the elements and may necessitate exposure to environmental factors.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may

renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
LORINE ALATORRE**

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2025 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Lorine Alatorre ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Scope of Services attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full. Work hours and days to be negotiated and mutually agreed upon by City and Consultant.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the scope of services in Exhibit A, at a rate of \$60.00 per hour.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling,

transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

8. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

10. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, CA 90712
 Attention: Director of Public Safety

To Consultant: Lorine Alatorre
 1220 S. Belhaven St., Apt. 40
 Anaheim, CA 92806
 (714) 478-1945
 misschochis41@gmail.com

16. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or

contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

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The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

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This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

21. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

22. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

24. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Todd Rogers, Mayor

Lorine Alatorre

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Insurance Requirements

EXHIBIT A

Scope of Services

HOMELESS SERVICES LIAISON

Contract Position/No Benefits

Duration of contract is year-to-year dependent upon available funding

Rate of Pay: \$60 per hour

Under general direction, the Homeless Services Liaison serves to conduct outreach and intervention services to the homeless population in Lakewood; works collaboratively with city staff, LA County Sheriff's Department and other homeless service agencies; helps ensure direct services are met creating connections with homeless individuals; conduct outreach to various community stakeholders to further address homeless related issues in the city.

Examples of Duties

Duties may include, but are not limited to the following:

- Respond to homeless related calls for service and service requests to conduct outreach and invention services
- Represents Lakewood at public meetings, interagency planning meetings and other policy-related events and at Coordinated Entry System planning meetings as needed
- Ensures County resources are working (shelters and services)
- Works closely with Los Angeles County Sheriff's Department, public safety and code enforcement city staff, and other contracted service providers
- Represents Lakewood's concerns at homeless services-related meetings in the Continuum of Care, Coalitions and Coordinated Entry System
- Represents Lakewood at homeless committees and community meetings
- Maintains reports, logs and files and databases, electronically and in written format
- Assists clients in connecting to appropriate service providers
- Conducts crisis intervention as needed
- May provide own transportation for work related travel as necessary
- Performs other related duties as assigned

Qualifications

EDUCATION & EXPERIENCE: Any combination of education and experience that demonstrates an ability to perform the various duties described herein. A Typical example would be a Bachelor's degree from an accredited college or university in social services, human services, public or business administration or a closely related field and five years of prior work experience providing case management, social services, and/or working with the homeless (individuals and/or families) in outreach and engagement services, or working as a Peace Officer in the State of California with extensive time in a patrol capacity engaging with homeless, persons experiencing mental health issues and/or persons experiencing substance use disorders. Experience with the Homeless Management Information System (HMIS) is strongly preferred.

LICENSE: Possession of a valid Class "C" operator's license issued by the California State Department of Motor Vehicles and a good driving record. Incumbents must carry active and adequate auto insurance of driving any vehicle not owned or leased by the city of Lakewood.

KNOWLEDGE OF: Local, state, and federal homeless and housing policies; local homeless services and housing programs; substance abuse recovery, mental health and health care systems; procedures for planning, implementing, and maintaining a variety of homeless outreach and engagement services and programs; public speaking and communication skills; Windows Operating System, latest version of Microsoft Office (Word, Excel, PowerPoint, Access) Outlook and at least one database application; Homeless Management Information System (HMIS).

SKILLS AND ABILITIES TO: Communicate professionally and effectively both orally and in writing, with City Council, City leadership, City staff, community partners, non-profits and other organizations; engage in public speaking; work effectively with diverse constituencies ranging from homeless individuals to elected officials; establish and maintain positive working relationships with those you come in contact with; provide direct service to homeless individuals and/or families; communicate effectively with persons displaying psychological and substance-induced behaviors such as depression, anger and confusion; and operate a computer and demonstrate competency in database use.

PHYSICAL AND MENTAL DEMANDS/ ENVIRONMENTAL CONDITIONS: Ability to see and hear within normal ranges and dexterity to read, write, type, file, operate office equipment such as a computer, telephone, calculator, copier, fax machine, pencils, pens, scissors, stapler; ability to drive vehicle (city vehicle); communicate orally, in writing and over the telephone; understand written and verbal directions.; ability to lift and carry up to 25 pounds, stand, walk, and sit for extended periods of time, may walk on uneven surfaces; bend, stoop, kneel, crouch or crawl; work indoors and outdoors, when working outdoors, the incumbent may be exposed to heat and cold and the elements and may necessitate exposure to environmental factors.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may

renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Fourth Amendment to Professional Services Agreement (PSA) with Waterline Technologies for Delivery of 12.5% Sodium Hypochlorite

INTRODUCTION

On June 11, 2024, the City Council approved the third amendment to an agreement with Waterline Technologies for Delivery of 12.5% Sodium Hypochlorite. The agreement with Waterline Technologies expires on June 30, 2025. Therefore, staff recommends extending the agreement with Waterline Technologies to June 30, 2027 for FY 2025-2026 and FY 2026-2027.

STATEMENT OF FACT

To date, Waterline Technologies has continued to supply all deliveries of 12.5% sodium hypochlorite required to fulfill their existing contract to a high level of satisfaction for City staff. Continuing with a current vendor provides the city with continuity of service from a trusted service provider.

Due to current economic constraints and the volatility of the price of chemicals, it is important that the City of Lakewood protects itself against sudden fluctuations in prices without fair warning. Having the additional funds in the contract allows the city to absorb price fluctuations. Therefore, staff recommends extending the contract with Waterline Technologies for a total not-to-exceed amount of \$120,000.00 for FY 2024-2025 and \$120,000.00 for FY 2026-2027 for chemical delivery to support water treatment operation.

FISCAL IMPACT

Funds are available for Operating Account 75008200-55100 Special Supplies for a not-to-exceed amount of \$120,000.00 for FY 2024-2025 and \$120,000.00 for FY 2026-2027.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve fourth amendment to agreement with Waterline Technologies for a not-to-exceed amount of \$120,000.00 for FY 2024-2025 and \$120,000.00 for FY 2026-2027.
2. Authorize the Mayor to sign the corresponding agreement.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR DELIVERY
OF 12.5% SODIUM HYPOCHLORITE**

THIS FOURTH AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and WATERLINE TECHNOLOGIES, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, on June 11, 2024, the CITY and SERVICE PROVIDER entered into the third amendment of an agreement entitled "THIRD AGREEMENT FOR PROFESSIONAL SERVICES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to incorporate the fourth amendment to the existing agreement through June 30, 2027.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER for the bulk delivery of 12.5% sodium hypochlorite for a one year period unless notice and corresponding back-up of any price changes are provided to CITY by SERVICE PROVIDER. Notice must be in writing and be received no later than 30-days before price change is in effect. Contingent on the City Council's budget approval, a purchase order not to exceed \$120,000 for FY 2025-2026 and \$120,000 for FY 2026-2027.

TERM. This agreement shall be remain in effect until June 30, 2027 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this Third Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: _____
Mayor

By: _____
Waterline Technologies, Inc.

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Renew Purchasing Agreement for Water Disinfectant with Waterline Technologies

INTRODUCTION

On July 28, 2020 the City Council approved an agreement with Waterline Technologies for Delivery of 12.5% sodium hypochlorite and hydrochloric acid for a two-year period. The City currently utilizes around 20,000 gallons of 12.5% sodium hypochlorite and 4,000 gallons of hydrochloric acid per year to disinfect the City's two public pools. Staff recommends extending the agreement with Waterline Technologies to June 30, 2026.


STATEMENT OF FACT


To date, Waterline Technologies has continued to supply all deliveries of 12.5% sodium hypochlorite and hydrochloric acid required to fulfill their existing contract to a high level of satisfaction for City staff. Continuing with a current vendor provides the city with continuity of service from a trusted service provider.

Due to current economic constraints and the volatility of the price of chemicals, staff recommends amending the contract with Waterline Technologies to extend the existing agreement with Waterline Technologies for FY 2025-2026 for an amount not to exceed \$90,000 per fiscal year.

RECOMMENDATION

It is recommended that the City Council amend the agreement with Waterline Technologies of Santa Ana, CA for Delivery of 12.5% Sodium Hypochlorite and Hydrochloric Acid to June 30, 2026, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

AMENDMENT TO AGREEMENT
FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE AND HYDROCHLORIC ACID
WITH WATERLINE TECHNOLOGIES

The Agreement dated July 28, 2020, as amended, is hereby amended as follows:

Revise Section 3 COMPENSATION FOR SERVICES, to read "For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in said Agreement to establish new rates based on the attached Fee Schedule. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect."

Revise Section 7 Term, to read "the undersigned agree to extend the Agreement identified in said Agreement, as amended, under the same terms and conditions, for one-year commencing July 1, 2025, and ending June 30, 2026."

The Agreement of July 28, 2020, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

WATERLINE TECHNOLOGIES

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



SANTA ANA BRANCH
620 N. SANTIAGO STREET
SANTA ANA, CA 92701
714.564.9100

ORDER NUMBER	
1874748	
ORDER DATE	PAGE
05/20/2025 10:15:00	1 of 1

BILL TO: 8809
CITY OF LAKEWOOD
5050 CLARK AVE
LAKEWOOD, CA 90712

SHIP TO: 8811
MC CORMICK POOL
3300 DEL AMO BLVD
LAKEWOOD, CA 90712

562-416-5177 FRANK

PO NUMBER	CARRIER	TERMS
CHEMICAL QUOTE	OUR TRUCK - SANTA ANA	Net 30

LINE	ITEM DESCRIPTION	ORDERED	PRICE	EXTENDED PRICE
------	------------------	---------	-------	----------------

DELIVERY INSTRUCTIONS: DRIVER PLEASE CALL 20 MINS BEFORE ARRIVAL FRANK (562) 416-517

1	10-2007 UN1791, HYPOCHLORITE SOLUTIONS, Vendor: 1752 Part # : 470686 8, PG III FILTERED SODIUM HYPOCHLORITE 12.5% BULK - NSF CERTIFIED TO NSF/ANSI/CAN 60 - MUL 84 mg/L - PER GALLON - MILL TAX IS PAID	1	2.73	2.73
2	10-3008 UN1789, HYDROCHLORIC ACID, Vendor: 1698 8, PG II - (25% MIXED HYDROCHLORIC ACID BULK) - PER GALLON MILL TAX IS PAID	1	5.02	5.02

TOTAL LINES: 2

SUB-TOTAL: 7.75

TAX: 0.82

Quote Expires On: 07/19/2025

AMOUNT DUE: 8.57

All items are in accordance with plans and specifications. Waterline Technologies shall not be responsible for misinterpretations of specifications after making a reasonable effort. Material quoted shall be verified by the purchaser as to conforming to specifications and/or quantities. Waterline Technologies shall not be obligated to honor or accept any purchase order based on the quotation, and no contract or obligation on the part of Waterline Technologies shall arise unless and until all of the following conditions have been satisfied: 1. The quote is timely and unconditionally accepted in writing by prospective customer within ten (10) days of the quotation. 2. All terms of the quotation are accepted without modifications or change. 3. Waterline Technologies satisfies itself, in the sole and absolute discretion, regarding the credit worthiness of the prospective customer. 4. It is the responsibility of the purchaser to carefully review the items listed for accuracy and application. 5. Unless revised in writing, the goods listed above are those that will be shipped.

Signature: _____

Date: _____

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve an Amendment to the Agreement for Tree Maintenance Services with West Coast Arborists

INTRODUCTION

On July 1, 2022, the City entered into a four-year agreement with West Coast Arborists to provide tree maintenance services to the City from July 1, 2022, to June 30, 2026. The agreement allows for an annual adjustment based on the Consumer Price Index (CPI) and staff recommend their agreement be amended.

STATEMENT OF FACT

Over the years, WCA has provided quality service in all areas of work including completing scheduled trimmings, tree removals, tree planting, plant health care, as well as handling emergency work such as windstorm incident activity. WCA has been very responsive to all City service requests on a 24-hour basis.

Staff recommend that the existing service provider agreement with West Coast Arborists be amended for next fiscal year to allow for a adjustment to compensation based on CPI to provide for general preventative routine maintenance, inspections and required testing. Staff believe their rates are very competitive and they are available for on-call emergency services as needed. Funds have been budgeted in the Public Works Tree division for such services. This amendment updates their standard monthly rates for the upcoming fiscal year.

RECOMMENDATION

Staff recommend that the City Council amend the tree maintenance services agreement with West Coast Arborists, for a period of one year ending June 30, 2026, and authorize the Mayor to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager



AMENDMENT #2
TO
TREE MAINTENANCE SERVICES AGREEMENT
(West Coast Arborists, Inc.)

THIS AMENDMENT is entered into this 10th day of June 2025, by and between the City of Lakewood, a municipal corporation (hereinafter referred to as the “City”), and West Coast Arborists, Inc., whose address is 2200E. Burton Street, Anaheim, CA 92806 (hereinafter referred to as the “Contractor”). This Amendment #2 is made with reference to the following:

1. Exhibit B-2b, which pertained to the rates and schedule in which the trees were trimmed, shall be removed in its entirety and replaced with Exhibit B-2c.
2. Exhibit B-2, which originally pertained to the rates and schedule in which the trees were trimmed, shall be modified as indicated in Attachment A of this Agreement.
3. Revise Exhibit B-1, to amend the service fee rates contained in Exhibit B-1 of said Agreement to establish new rates based on the attached rates in Exhibits B-2b and Attachment A. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The SERVICE PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the SERVICE PROVIDER does not request an adjustment as specified, rates will remain in effect.”

The Agreement of July 1, 2022, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

SERVICE PROVIDER

CITY OF LAKEWOOD

WEST COAST ARBORISTS

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

Exhibit B-1b

Work Description	Unit	Qty	24-25 Unit Rate	25-26 Unit Rate	Contract with CPI
Maintenance Tree Pruning (Grid Prune) - 4-Year Cycle	Each	4,762	\$ 72.60	\$ 74.78	\$ 356,102
Specific Species Tree Pruning - 2-Year Cycle	Each	1,393	\$ 72.60	\$ 74.78	\$ 104,169
Large Scale Tree Pruning 0-6" dbh (2-yr cycle)	Each	24	\$ 72.60	\$ 74.78	\$ 1,795
Large Scale Tree Pruning 7-18" dbh (2-yr cycle)	Each	229	\$ 145.00	\$ 149.35	\$ 34,201
Large Scale Tree Pruning 19-30" dbh (2-yr cycle)	Each	503	\$ 249.00	\$ 256.47	\$ 129,004
Large Scale Tree Pruning over 31" dbh (2-yr cycle)	Each	406	\$ 352.00	\$ 362.56	\$ 147,199
OTHER TREE MAINTENANCE SERVICES					
Service Request Tree Pruning 0-6" dbh	Each	10	\$ 72.50	\$ 74.68	\$ 747
Service Request Tree Pruning 7-18" dbh	Each	50	\$ 145.00	\$ 149.35	\$ 7,468
Service Request Tree Pruning 19-30" dbh	Each	50	\$ 249.00	\$ 256.47	\$ 12,824
Service Request Tree Pruning over 31" dbh	Each	50	\$ 352.50	\$ 363.08	\$ 18,154
Tree and Stump Removal (regardless of size)	Dia. Inch	3,500	\$ 37.35	\$ 38.47	\$ 134,647
Tree Only Removal (regardless of size)	Dia. Inch	450	\$ 31.00	\$ 31.93	\$ 14,369
Stump Only Removal (regardless of size)	Dia. Inch	3,500	\$ 12.50	\$ 12.88	\$ 45,063
Root Prune trees (typical 10 foot length)	L.F.	20	\$ 19.70	\$ 20.29	\$ 406
Plant 15-gallon tree w/out Root Barrier	Each	50	\$ 162.80	\$ 167.68	\$ 8,384
Plant 15-gallon tree with Root Barrier	Each	-	\$ 183.50	\$ 189.01	
Plant 24" box tree w/out Root Barrier	Each	250	\$ 335.00	\$ 345.05	\$ 86,263
Plant 24" box tree with Root Barrier	Each	-	\$ 364.00	\$ 374.92	
Tree Watering	Day	10	\$ 705.00	\$ 726.15	\$ 7,262
Planting Total					\$ 101,908
Crew Rental	Man Hour	120	\$ 88.00	\$ 90.64	\$ 10,877
Specialty Equipment	Hour	40	\$ 155.00	\$ 159.65	\$ 6,386
Emergency Response (Reg Business Hours)	Man Hour	24	\$ 120.00	\$ 123.60	\$ 2,966
Emergency Response (Evening, weekend, Holidays)	Man Hour	24	\$ 120.00	\$ 123.60	\$ 2,966
Certified Arborist Services	Hour	8	\$ 155.00	\$ 159.65	\$ 1,277
GPS Tree Inventory	Tree Site	250	\$ 5.00	\$ 5.15	\$ 1,288
Plant Health Care	ump Surr	1	\$ 45,000.00	\$ 46,350.00	\$ 46,350
					\$ 48,915

Year 46 (FY2023-26)

Maintenance Tree Pruning - 4-year cycle (Grid Prune)

Tree Size	Grid 4	Grid 7	Grid 11	Grid 18
0-6	151	117	208	153
7-12	408	324	387	304
13-18	385	367	346	257
19-24	233	335	314	249
25-30	21	109	34	54
31+	7	1	5	5
	1,239	1,252	1,360	1,030

TOTAL	UNIT RATE	EXT. TOTAL
629	\$ 74.78	\$ 47,097
1,423	\$ 74.78	\$ 106,412
1,353	\$ 74.78	\$ 101,177
1,131	\$ 74.78	\$ 84,576
212	\$ 74.78	\$ 15,853
14	\$ 74.78	\$ 1,047
4,762		\$ 254,162

Exhibit B-2c

Large Scale Tree Pruning - 2-Year Cycle (Grid 4, 7, 11, 18)

Co. Eucalyptus	Flora	Cl. Pines	Stone Pine	Albino Pine	Euc. Shrub	Iron Pine
0-6	2	7				7
7-12	5	28	1			6
13-18	43	2	2	1		38
19-24	25	3	45	4		74
25-30	8	5	18	4	1	18
31+	72	172	9			223
	81	113	322	17	1	159
						30

TOTAL	UNIT RATE	EXT. TOTAL
16	\$ 74.78	\$ 1,196
49	\$ 149.35	\$ 7,318
88	\$ 149.35	\$ 13,143
163	\$ 256.47	\$ 41,805
131	\$ 256.47	\$ 33,598
276	\$ 362.56	\$ 100,067
778		\$ 197,126

\$ 312,200

Large Scale Tree Pruning - 2-Year Cycle (Grids 1, 2, 12, 15, 20)

Co. Eucalyptus	Flora	Cl. Pines	Stone Pine	Albino Pine	Euc. Shrub	Iron Pine
0-6	5	1		1		1
7-12	2	11	18		7	
13-18	9	4	35	1		1
19-24	27	7	41	2	2	4
25-30	36	25	58	1		3
31+	47	21	52	9		1
	121	77	201	12	11	2
						15

TOTAL	UNIT RATE	EXT. TOTAL
8	\$ 74.78	\$ 598
35	\$ 149.35	\$ 5,227
57	\$ 149.35	\$ 8,513
85	\$ 256.47	\$ 21,800
124	\$ 256.47	\$ 31,802
130	\$ 362.56	\$ 47,133
439		\$ 115,073

Specific Tree Species - 2-Year Cycle (Grid 4, 7, 11, 18)

Tree Size	Euc. Cory	Purple Cory	Cl. Pines	Albino Pine
0-6	1	1	26	1
7-12	9	74	151	4
13-18	26	55	94	29
19-24	141	14	5	39
25-30	259			1
31+	35			
	465	155	276	80

TOTAL	UNIT RATE	EXT. TOTAL
30	\$ 74.78	\$ 2,243
236	\$ 74.78	\$ 17,546
214	\$ 74.78	\$ 16,003
199	\$ 74.78	\$ 14,881
262	\$ 74.78	\$ 19,592
35	\$ 74.78	\$ 2,617
976		\$ 72,985

Specific Tree Species - 2-Year Cycle (Grids 1, 2, 12, 15, 20)

Tree Size	Euc. Cory	Purple Cory	Cl. Pines	Albino Pine
0-6	1	5	12	1
7-12	1	13	19	11
13-18	1	49	61	20
19-24	117	83	18	12
25-30	18			
31+	18			
	36	227	110	44

TOTAL	UNIT RATE	EXT. TOTAL
19	\$ 74.78	\$ 1,421
121	\$ 74.78	\$ 9,048
131	\$ 74.78	\$ 9,795
114	\$ 74.78	\$ 8,525
18	\$ 74.78	\$ 1,346
14	\$ 74.78	\$ 1,047
417		\$ 31,182

FULL PRUNE SERVICES	\$ 626,214
Year 2, Large Scale & Specific Species	\$ 304,257
Other Tree Maintenance	\$ 407,694
Estimated Annual Budget	\$ 1,338,166

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: Approve an Amendment to the Engineering Services Agreement with Willdan

INTRODUCTION

Willdan Engineering has assisted the City with engineering services on public works projects for many years. In 2002, the City and Willdan entered into an Agreement for Willdan to provide engineering support services to the City.

STATEMENT OF FACT


Willdan assists the City with many types of projects including design, construction management, technical studies, and traffic engineering. When Willdan is asked to provide services for any larger project where the proposed fees are in excess of \$50,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services Agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds.

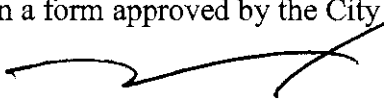
For smaller projects or studies where fees are less than \$50,000, Willdan provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for Willdan's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with Willdan needs to be revised to incorporate the latest rate schedule.

RECOMMENDATION

That the City Council approve an Amendment to the Agreement for Engineering Services with Willdan and authorize the Mayor to sign the revision in a form approved by the City Attorney.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

COMPENSATION REVISION
FOR
ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF LAKEWOOD AND WILLDAN

1. Revise second paragraph, Section 2 SCOPE OF SERVICES to read “Upon specific and separate authorization by the City, the ENGINEER agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council.”
2. Revise Section 4 PAYMENT to read “The CITY agrees to pay ENGINEER for all services rendered under the Scope of Services. For and in consideration of the services performed by ENGINEER and when approved by the City, the City agrees to pay to ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. The undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement to establish new rates based on the attached Fee Schedule. ENGINEER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1st through June 30th. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1st of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The ENGINEER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the ENGINEER does not request an adjustment as specified, rates will remain in effect.”

The Agreement of September 10, 2002, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 10th day of June, 2025.

ENGINEER

CITY OF LAKEWOOD

Authorized Representative

Mayor

ATTEST

Approved as to form:

Jo Mayberry, City Clerk

City Attorney



Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$83	Code Enforcement Technician	\$109	Labor Compliance Specialist	\$150
Technical Aide II	\$106	Code Enforcement Officer	\$125	Labor Compliance Manager	\$188
Technical Aide III	\$124	Senior Code Enforcement Officer	\$147	Utility Coordinator	\$172
CAD Operator I	\$132	Supervisor Code Enforcement	\$178	Office Engineer I	\$151
CAD Operator II	\$153	Fire Plans Examiner	\$178	Office Engineer II	\$172
CAD Operator III	\$170	Senior Fire Plans Examiner	\$195	Assistant Construction Manager	\$165
GIS Analyst I	\$169	Fire Inspector	\$164	Construction Manager	\$191
GIS Analyst II	\$185	Senior Fire Inspector	\$178	Senior Construction Manager	\$207
GIS Analyst III	\$193	Fire Marshal	\$210	Resident Engineer I	\$215
Environmental Analyst I	\$149	Plans Examiner Aide	\$117	Resident Engineer II	\$223
Environmental Analyst II	\$166	Plans Examiner	\$178	Project Manager IV	\$241
Environmental Analyst III	\$177	Senior Plans Examiner	\$195	Deputy Director	\$255
Environmental Specialist	\$191	Assistant Construction Permit Specialist	\$125	Director	\$261
Designer I	\$174	Construction Permit Specialist	\$131	INSPECTION SERVICES	
Designer II	\$181	Senior Construction Permit Specialist	\$155	Public Works Observer **	\$135
Senior Designer I	\$190	Supervising Construction Permit Specialist	\$164	Public Works Observer ***	\$164
Senior Designer II	\$199	Assistant Building Inspector	\$147	Senior Public Works Observer**	\$147
Design Manager	\$205	Building Inspector	\$164	Senior Public Works Observer ***	\$164
Senior Design Manager	\$212	Senior Building Inspector	\$178	MAPPING AND EXPERT SERVICES	
Project Manager I	\$192	Supervising Building Inspector	\$195	Survey Analyst I	\$151
Project Manager II	\$213	Inspector of Record	\$208	Survey Analyst II	\$174
Project Manager III	\$223	Assistant Building Official	\$185	Senior Survey Analyst	\$187
Project Manager IV	\$241	Deputy Building Official	\$211	Supervisor - Survey & Mapping	\$209
Principal Project Manager	\$247	Building Official	\$211	Principal Project Manager	\$247
Program Manager I	\$203	Plan Check Engineer	\$204	LANDSCAPE ARCHITECTURE	
Program Manager II	\$215	Supervising Plan Check Engineer	\$206	Assistant Landscape Architect	\$157
Program Manager III	\$235	Principal Project Manager	\$247	Associate Landscape Architect	\$181
Assistant Engineer I	\$146	Deputy Director	\$255	Senior Landscape Architect	\$199
Assistant Engineer II	\$160	Director	\$261	Principal Landscape Architect	\$211
Assistant Engineer III	\$169	PLANNING		Principal Project Manager	\$247
Assistant Engineer IV	\$180	CDBG Technician	\$88	ADMINISTRATIVE	
Associate Engineer I	\$189	CDBG Specialists	\$106	Administrative Assistant I	\$102
Associate Engineer II	\$198	CDBG Analyst	\$125	Administrative Assistant II	\$123
Associate Engineer III	\$202	CDBG Coordinator	\$156	Administrative Assistant III	\$144
Senior Engineer I	\$205	CDBG Manager	\$188	Project Accountant I	\$116
Senior Engineer II	\$210	Housing Program Coordinator	\$156	Project Accountant II	\$136
Senior Engineer III	\$213	Planning Technician	\$134	Project Controller I	\$144
Senior Engineer IV	\$217	Assistant Planner	\$167	Project Controller II	\$163
Supervising Engineer	\$226	Associate Planner	\$181		
Traffic Engineer I	\$226	Senior Planner	\$206		
Traffic Engineer II	\$241	Principal Planner	\$215		
City Engineer I	\$241	Planning Manager	\$228		
City Engineer II	\$247	Deputy Director	\$255		
Deputy Director	\$255	Director	\$261		
Director	\$261				
Principal Engineer	\$278				

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2025 thru June 30, 2026, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

COUNCIL AGENDA

June 10, 2025

TO: Honorable Mayor and City Council

SUBJECT: Fourth Amendment to Professional Services Agreement (PSA) with Worldwide Recovery Systems, Inc.

INTRODUCTION

On June 11, 2024, the City approved the third amendment to an agreement with Worldwide Recovery Systems, Inc. (Worldwide) for the transportation and disposal of nonhazardous waste for the arsenic treatment plant at the Water Yard. The agreement with Worldwide Recovery Systems, Inc. expires on June 30, 2025. Therefore, staff recommends extending the existing agreement with Worldwide Recovery Systems, Inc. for continued disposal services necessary for water operation.

STATEMENT OF FACT

The existing agreement with Worldwide allows city staff to rely on Worldwide for the disposal and removal of backwash waste generated by the City's Water Well 27 Plant and Well 13A as part of the arsenic treatment systems, as well as any emergency response for spill cleanup services at the same location. To date, Worldwide has fulfilled the terms of their agreement to a high level of satisfaction for city staff. Staff projects that costs for disposal services will increase this fiscal year. Therefore, staff recommends extending the current agreement with Worldwide for disposal services for not-to-exceed amount of \$70,000 for FY 2025-2026 and \$75,000 for FY 2026-2027.

FISCAL IMPACT

Funds are available in Operating Account 75008200 55935 Hazmat Hauling for a contract amount not-to-exceed \$70,000.00 through FY 2025-2026 and \$75,000 for FY 2026-2027.

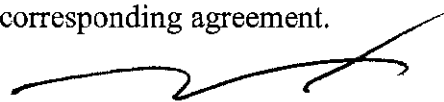
RECOMMENDATION

Staff recommends that the City Council:

1. Approve fourth amendment to agreement with Worldwide Recovery Systems, Inc. for a not-to-exceed amount of \$70,000 for FY 2025-2026 and \$75,000 for FY 2026-2027.
2. Authorized the Mayor to sign amendment to corresponding agreement.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH WORLDWIDE RECOVERY SYSTEMS, INC.**

THIS FOURTH AMENDMENT, to Agreement is made and entered into on June 10, 2025, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and WORLDWIDE RECOVERY SYSTEMS, INC., sometimes hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, on June 11, 2024, the CITY and CONTRACTOR entered into the third amendment of an Agreement entitled "THIRD PROFESSIONAL SERVICES AGREEMENT WITH WORLDWIDE RECOVERY SYSTEMS, INC."; and

WHEREAS, the CITY and CONTRACTOR desire to extend the existing agreement until June 30, 2025; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2027 and may be renewed by the City with the concurrence of the CONTRACTOR for any successive one or two-year term unless sooner terminated pursuant to the provisions of this Agreement.

PAYMENT. The City agrees to pay CONTRACTOR for Services satisfactorily performed in an amount not-to-exceed \$70,000.00 through FY 2025-2026 and \$75,000.00 through FY 2026-2027.

All of the terms and conditions of the AGREEMENT not modified by this Fourth Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

CONTRACTOR

By: _____
Mayor

By: _____
Worldwide Recovery Systems, Inc.

Assigned to the Director of Water Resources

DIVIDER SHEET

TO: Honorable Mayor and Members of the City Council

SUBJECT: Fiscal Year 2025-2029 Five-Year Consolidated Plan, Fiscal Year 2025-2026 One-Year Action Plan and Analysis of Impediments to Fair Housing Choice

INTRODUCTION

The United States Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement communities to submit a Five-Year Consolidated Plan (Con Plan), One-Year Action Plan, and to conduct an Analysis of Impediments to Fair Housing Choice (AI).

The Con Plan is a five-year strategic plan and process to implement a unified vision for housing, alleviate homelessness, and conduct community development and economic development activities. It defines the strategy for carrying out these programs and provides the basis for assessing program performance.

The one-year Action Plan lists the activities the jurisdiction is proposing to fund and how it will address both the priority needs and local objectives within the upcoming fiscal year. The Action Plan also includes anticipated program income and funds that are expected to be received during the program year that are allocated to meet housing and community development objectives.

The AI is required for all entitlement cities to affirmatively further fair housing as a part of the obligations assumed when HUD program funds are accepted.

STATEMENT OF FACTS

A Con Plan is required by HUD in order for state and local governments to receive federal funds under the CDBG program. The Con Plan consists of a five-year assessment of the housing and community development needs of the City and a one-year Action Plan to address those needs using federal, state, and local resources. The Action Plan is submitted annually to reflect changes in priorities, programs or resources that may be available to effectively carry out the Con Plan.

The Con Plan describes the City's housing and community development needs and market conditions and is comprised of four main components:

1. **Housing Needs Assessment** – This section covers the existing and projected housing needs of Lakewood residents based on updated Census data.
2. **Housing Market Analysis** – This section includes the significant characteristics of the local housing market and identifies areas of low-income and minority concentrations.
3. **Strategic Plan** - This section includes a description of the City's priority needs for affordable housing, homelessness, non-housing community development, with specific objectives and proposed actions for addressing those needs.
4. **Action Plan** – This section describes available public and private resources for addressing priority needs.

In preparation of the Five-Year Con Plan, HUD requires that a minimum of one public meeting be held during the development of the draft Con Plan. A public community meeting was held on Monday, January 27, 2025 at 5:00 P.M. in the Executive Board Room.

HUD announced CDBG allocations on May 14, 2025 and Lakewood will receive \$460,105 from for its CDBG Program and based on the previous FY, it is anticipated that the City will receive \$9,000 in Program Income during Fiscal Year 2025-2026. These funds are allocated for use in carrying out activities that meet the mandates of the Housing and Community Development Act (HCD Act). The mandates are:

- the development of viable communities;
- the provision of decent housing;
- a suitable living environment; and
- the expansion of economic opportunities, principally for persons of low and moderate income.

The HCD Act requires that not less than 70% of CDBG funds be used for activities that benefit low and moderate income persons; support activities to eliminate slum and blight; or are designed to meet community development needs that have a particular urgency.

Based on the objectives of the HCD Act, the City's one-year goals are:

- conduct a program of community conservation in conjunction with rehabilitation to eliminate deterioration and potential blight;
- conduct a program to increase public awareness for Federal Laws relating to fair housing and equal opportunity;
- maintain those programs that provide for the services and therapy needs of the low- and moderate income persons, seniors, youth, and disabled residents;
- provide improvements to public facilities and streets in neighborhoods that contain a predominance of low and moderate income persons; and
- expand economic opportunities.

Proposed Projects

The proposed projects within Lakewood's Action Plan for FY 2025-2026 are listed in the table below, with the proposed respective portion of the budgeted \$469,105 CDBG entitlement:

<u>PROJECTS</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
Code Enforcement	\$36,395	7.8
Fair Housing	\$26,000	5.5
Weingart Senior Center Improvements	\$154,619	33.0
Community Family Guidance	\$11,000	2.3
Meals on Wheels	\$11,000	2.3
Pathways Volunteer Hospice	\$8,000	1.7
Human Services Association	\$12,000	2.6
Rehabilitation Delivery Costs	\$118,070	25.2
Planning and Administration	\$92,021	19.5
TOTAL	\$469,105	100%

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Staff is also requesting public input on the AI. The AI is a comprehensive review of fair housing choice within the community and evaluates existing laws, regulations, administrative policies and procedures. In addition, it identifies practices affecting the location, availability and accessibility of housing, as well as an assessment of conditions, both public and private, affecting fair housing choice.

The current AI was certified and adopted on April 28, 2020. The proposed update shows that the City of Lakewood must continue to provide fair housing services to Lakewood residents and landlords which include distributing information, conducting workshops and expanding community partnerships. The update also shows that the City must continue to provide and expand home ownership opportunities and home rehabilitation opportunities and continue to seek other funding sources to expand housing opportunities to enable low and moderate income families to purchase homes in Lakewood.

In preparation of the AI, a consultation workshop was held on January 27, 2025 at 5:00 P.M. in the Executive Board Room to obtain input from the community.

SUMMARY

The Con Plan submittal is a requirement of HUD to receive CDBG funds. The current draft Con Plan outlines a five-year Strategic Plan for the period of July 1, 2025 through June 30, 2029. The Con Plan addresses the housing and community development needs for low and moderate income residents and a one-year Action Plan that prioritizes those needs for the period of July 1, 2025 through June 30, 2026. The AI is required by HUD and shows that the City of Lakewood affirmatively furthers fair housing and is committed to providing fair housing services and homeownership opportunities to all persons wishing to reside in Lakewood. The public comment period commenced March 17, 2025 with the publishing and posting of the public notice, and concludes June 10, 2025 at the City Council meeting.

PUBLIC NOTICE

HUD has previously approved the City's required Citizen Participation Plan. Pursuant to the Participation Plan, a notice of the public hearing and commencement of a 30-day comment period to obtain citizen input on the proposed Fiscal Year 2025-2029 Consolidated Plan, Fiscal Year 2025-2026 Action Plan, and the Analysis of Impediments to Fair Housing Choice was published in the Press Telegram, posted at Lakewood City Hall in the City Clerk's office, and posted in two Lakewood public parks, Bloomfield Park and Mayfair Park on March 17, 2025.

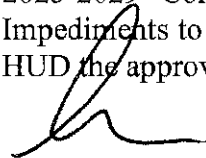
The notice advertised that the Fiscal Year 2025-2029 Consolidated Plan, Fiscal Year 2025-2026 Action Plan, and the Analysis of Impediments to Fair Housing Choice would be considered by the Planning and Environment Commission during their April 3, 2025 meeting and at the City Council meeting on April 22, 2025.

On April 7, 2025, HUD emailed CPD Notice 22-05, detailing guidance on submitting FY 2025 Consolidated Plans and Action Plans. HUD requested that entitlement communities delay submitting the Plans until HUD announced the allocations each entitlement community would receive. HUD also indicated that they expect the announcement would be made by mid-May, therefore, City staff continued the City Council meeting to June 10, 2025.

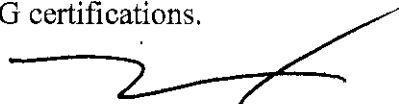
Copies of the Consolidated Plan, Action Plan and Analysis to Impediments has been made available for public review on Monday, March 17, 2025 through Tuesday, April 22, 2025 in the City Clerk's office and Community Development Department at Lakewood City Hall and at the Angelo M. Iacoboni Library. All comments received will be reviewed and considered at the public hearing by the City Council on June 10, 2025.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing for citizen input for the proposed Fiscal Year 2025-2029 Consolidated Plan, Fiscal Year 2025-2026 Action Plan, and the Analysis of Impediments to Fair Housing Choice; and following the public hearing, approve the Fiscal Year 2025-2029 Consolidated Plan, Fiscal Year 2025-2026 Action Plan, and the Analysis of Impediments to Fair Housing Choice and authorize the City Manager to direct staff to submit to HUD the approved Plans along with the required CDBG certifications.



Aldo Cervantes
Director of Community Development



Thaddeus McCormack
City Manager



CITY OF LAKEWOOD 2025-2029 CONSOLIDATED PLAN

CDBG Grantee Number B-25-MC-06-0521
DUNS Number: 076943638

June 10, 2025

CITY OF LAKEWOOD
5050 N. CLARK AVENUE
LAKEWOOD, CA 90712

**City of Lakewood
Consolidated Plan 2025-2029**

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2025-2029 Consolidated Plan for the City of Lakewood satisfies the statutory Department of Housing and Urban Development (HUD) requirements for the Community Development Block Grant (CDBG) Program. Under federal regulations and program guidelines established by HUD, the reporting requirements for this program must be combined into one consolidated submission. The process reduces the burden of administering housing and community development programs and strengthens partnerships among all levels of government and the private sector to better enable the City to provide decent housing, establish and maintain a suitable living environment, and expand economic opportunities for all Americans, particularly those that are low and moderate-income.

The Strategic Plan and Action Plan contained within the City of Lakewood 2025-2029 Consolidated Plan (Consolidated Plan) are provided to establish a specific course of action for Lakewood's revitalization of community development. To this end, residents and other members of the community, neighboring jurisdictions, Los Angeles County and other stakeholders play a vital role in meeting the needs and goals of the City and in shaping Lakewood's future.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Lakewood has prepared a strategy for addressing the housing and community development needs described in the Consolidated Plan during the next five years. By law, the strategy must be designed to achieve the following, principally for low and moderate-income households:

- Provide decent housing;
- Promote a suitable living environment; and
- Expand economic opportunities.

The plan also addresses:

- Elimination of slums and blight.
- Elimination of conditions which are detrimental to health, safety, and public welfare.
- Conservation and expansion of housing stock.
- Expansion and improvement of the quantity and quality of community services.
- Better utilization of land and other natural resources.
- Reduction of the isolation of income groups within communities/geographical areas.
- Alleviation of physically and economically distressed areas.

For more details regarding the specific listed objectives and outcome identified in this Plan, please see Section III: Housing and Community Development Strategic Plan. This section discusses the goals, policies, and quantified objectives of the community as listed in the City's Housing Element as well as other Lakewood Planning and policy documents.

3. Evaluation of past performance

Lakewood, in partnership with non-profit organizations continues to monitor and evaluate the performance of the City's CDBG Programs to ensure regulatory compliance. The following list identifies some of the accomplishments realized during Fiscal Years 2020-2024 (five year period covered by the previous Consolidated Plan):

- A total of 46 Single-Family Rehabilitation Loans, 27 Fix-Up, Paint-Up Grants and two Accessible Modification Grants were processed to assist Lakewood's low income residents improve their homes.
- Over 1,500 residents were provided community services including congregate and delivered meals through Human Services Association and Meals on Wheels; counseling for abused and neglected children through Community Family Guidance; and Pathways Volunteer Hospice provided non-medical care and assistance to those facing end of life conditions.
- Over 1,500 code enforcement cases were processed.
- Fair Housing Consultant assisted over 1,200 persons experiencing fair housing issues.
- Lakewood's assistance to Continuum of Care during Fiscal Years 2020-2024 consisted of serving over 230 persons experiencing homelessness. Services include case management, substance abuse counseling, mental health services, medical services, mainstream benefits, emergency shelter, and permanent housing.
- Plans for the Weingart Senior Center improvement project were completed. The City is waiting until all funding sources have been confirmed before construction can start. The improvements include repairs and alterations to an existing 13,408 square-foot community building. No new square footage is proposed. Relocation and renovation of existing billiard room and social services room (occupancy swap of the billiard room and the social services room). Reconfiguration of fitness restrooms to meet accessible compliancy, new finishes, fixtures, painting, and trims per plans. Replacement of existing operable partitions. Removal of existing indoor planter. Replacement of existing doors and hardware (frames to remain). Removal decorative wood trusses. Replacement of all interior light fixtures to led fixtures. Replacement of existing plumbing fixtures at restrooms and drinking fountains. Mechanical and electrical improvements for spaces reconfigured as required, and new HVAC units capable of destroying bacteria and viruses. Replace soft-scape and sidewalk lighting. Remove existing trees, planting replacement, and irrigation improvements. Replace the wall-mounted non-illuminated exterior building signage on alley side of building. New accessible parking layout and a compliant path-of-travel from the new accessible parking to primary building entry. Hazardous material testing and potential asbestos abatement, if applicable. The building may be re-roofed.

The Lakewood Consolidated Plan embodies the City's current Housing Element. Much of the background data, housing issues, goals, objectives, policies and programs of the Consolidated Plan are consistent with the Housing Element, which was last updated on September 16, 2023. The 2020 US Census and updated data from the 2016-2020 and 2023 American Community Survey (ACS) were also used to accurately reflect current demographics and market and inventory conditions. Based upon the Housing Element's goals and objectives, they are then carried forward into the Consolidated Plan as well as the Annual Action Plan for implementation.

At the end of every fiscal year, the City submits its Consolidated Annual Performance Evaluation Report (CAPER) which provides a clear picture of the past year's performance based upon the set goals and objectives. Historically, the City has scored satisfactorily in meeting all of the required and proposed goals and projects.

4. Summary of citizen participation process and consultation process

Citizen participation in the development, implementation and review of the Consolidated Plan is key to the CDBG process. The City has developed a detailed Citizen Participation Plan, which encourages and solicits the participation of its residents and emphasizes the involvement of low to moderate income persons, particularly where housing and community development funds are spent.

The City provides citizens with advance notice of all related materials available for public review as soon as the notice is published. The citizen participation process includes a 30-day public review period of the Consolidated Plan to obtain citizen input on the projects or strategy proposed. In addition, citizens are invited to attend public hearings regarding the Consolidated Plan. Notices of all Consolidated Plan hearings are published in the local newspaper at least 14 days prior to the hearing date. Citizen comments received will be included in the final draft of the Consolidated Plan document.

In accordance with the Lakewood Participation Plan, the following hearings were conducted for the development of the 2020-2024 Consolidated Plan:

- Community Meeting: January 27, 2025
- Public Hearing #1: April 3, 2025
- Public Hearing #2: June 10, 2025
- 30-Day Public Review Period: March 17, 2025 – June 10, 2025

5. Summary of public comments

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Lakewood	Community Development Department

Table 1 – Responsible Agencies

Narrative

The City of Lakewood, Community Development Department, is the lead agency responsible for overseeing the development of the Consolidated Plan and the significant impacts of the process by which the Plan has been developed, including but not limited to, the citizen participation process and the needs analysis.

The Community Development Department is also responsible for the ongoing administration of CDBG and housing programs covered by the Consolidated Plan. This includes public information, monitoring activities under the Action Plan, financial administration, annual performance reports and amendments to the Action Plan and Consolidated Plan.

As the lead agency responsible for the Consolidated Plan, the Community Development Department monitors the progress of all housing community development objectives. The Community Development Department coordinates with the Housing Authority of the County of Los Angeles, in the administration of various housing projects. In addition, the Community Development Department coordinates with regional groups including the County of Los Angeles on various Community Development and housing services.

Consolidated Plan Public Contact Information

Aldo Cervantes
Director of Community Development Department
City of Lakewood, Ca 90712
562-866-9771, extension 2301

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

Introduction

The Consolidated Plan was prepared by the Lakewood Community Development Department (Department). In preparing the Plan, input was sought from a variety of public agencies and non-profit and for-profit housing groups to determine the housing needs for the community. The Department facilitated consultation with, and participation of, public and private social and homeless services agencies as well as citizens concerned with these services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Lakewood addresses the service needs of residents by providing services, collaborating with other agencies and networking with those who deliver services in the community. City staff coordinates a monthly meeting inviting community service organizations to meet and exchange ideas and information. Agencies that are invited to attend include but are not limited to Community Family Guidance Center; Homeless Outreach staff from the City of Long Beach Multi-Service Center; PATH; Pathways Volunteer Hospice; Su Casa Ending Domestic Violence; Human Services Association; Long Beach Non-Profit Partnership; Retired Senior Volunteer Program (RSVP); Meals on Wheels of Long Beach; and YMCA of Lakewood. This round-table meeting provides the opportunity for service providers to give information on new programs and/or concerns. The meeting location rotates so that attendees have an opportunity to visit the location of other non-profit agencies in the community.

The City of Lakewood has addressed the needs of the elderly through senior housing projects and referrals to Housing Authority of the County of Los Angeles (HACOLA). Currently, federal housing assistance is provided through Section 8. Eligible seniors pay no more than 30% of their income for rent with the remainder paid by HUD.

- Support services provided to the elderly in Lakewood include DASH Transportation, and Dial-A-Ride. In addition, the Recreation and Community Services Department and the Weingart Senior Center provide a number of services such as nutrition programs, case management, and other services.
- The City of Lakewood coordinates with Pathways Volunteer Hospice to provide in-home volunteer care to isolated seniors. Pathways joined forces with local congregations and agencies to develop a coalition designed to meet the needs of Lakewood's aging population. The goal is to identify older populations in Lakewood that can benefit from a Caregiver's Program. Services include respite care, companionship/socialization, billing assistance, shopping errands, handyman services, transportation assistance, light housekeeping and meal preparation.
- Other agencies that the City coordinates with are Human Services Association, Meals on Wheels and Community Family Guidance. Human Service Association serves congregate meals to seniors at Weingart Senior Center in Lakewood while Meals on Wheels delivers meals to residents at

home. Community Family Guidance is a non-profit health agency that provides counseling to children.

- The City offers the Single-Family Residential Rehabilitation Loan, Fix-Up, Paint-Up Grant and Accessible Modifications Grant Programs for extremely low and low income (0 to 80% Median Family Income (MFI)) families of owner occupied single-family homes. The loans are \$35,000 for home improvements, are deferred payment and zero interest, the grants are up to \$10,000 and pay for exterior painting and minor repairs. Many of Lakewood's senior citizens benefit from this program. Additionally, the City provides landlord/tenant information and assistance through contract with Fair Housing Consultants, Inc.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City is located within Service Planning Area (SPA) 7, a division within Los Angeles County designated by LAHSA to target the specific needs of the homeless in the community. City staff attends regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. The City along with LAHSA conduct an annual Point-In-Time Homeless Count (count). The official numbers from the count in January 2025 have not been released, however the official numbers from the January 2024 count are 66 persons experiencing homelessness within the City of Lakewood.

Services are provided to people experiencing homelessness in Lakewood by multiple non-profit agencies, which include PATH, LAHSA Jovenes, Salvation Army and Pacific Clinic. Services begin with outreach and continue until a person is permanently housed and supportive services are in place. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs. Agencies focus on decreasing the barriers to housing and include:

- Providing **Basic Needs** such as: clothing, hygiene products and showers and transportation.
- Assistance **obtaining documents** necessary for housing i.e. social security card, picture identification, DD214, proof of income, disability verification etc.
- **Emergency and temporary housing** via SPA 7 facilities and motel placements.
- **Liaison and referral** to subsidy providers that include: Los Angeles Homeless Services Authority, Veteran's Administration, Department of Mental Health and non-profit providers like PATH Ventures.
- **Access** to medical and mental health, substance addiction treatment services, and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA.
- **Benefit establishment assistance** for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran's Administration.
- **Referral** to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board.
- **Housing** location and re-location and rapid re-housing assistance.

Once a person is permanently housed, support services can continue until the individual can successfully maintain housing:

- **Household** set up assistance
- **Case management**, including prevention assistance to maintain housing
- **Home** visits
- **Linkage** to mainstream support services

The City also coordinates with Su Casa Ending Domestic Violence an organization dedicated to providing emergency shelter that provides a 24-hour hotline, emergency shelter, counseling, and assistance with restraining orders.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Emergency Solutions Grants (ESG) are grants offered through HUD. The City does not receive ESG funds for the operation and administration of Homeless Management Information Systems (HMIS).

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Los Angeles Homeless Services Authority
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff attends monthly LAHSA meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.
2	Agency/Group/Organization	Su Casa Ending Domestic Violence
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinates with Su Casa Ending Domestic Violence, a private non-profit organization in the City which operates a CoC Program. Su Casa provides both short-term emergency housing and transitional housing in two different locations within the City. The City has secured the transitional shelter with affordable housing covenants, which run through December 2063. The anticipated outcome of the consultation is a total of 200 Lakewood residents will be provided shelter served by Su Casa- Ending Domestic Violence during the Consolidated Plan Years 2025-2029.
3	Agency/Group/Organization	PATH (People Assisting the Homeless)
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff regularly attends PATH meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.
4	Agency/Group/Organization	Community Family Guidance Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Family Guidance Center was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 350 Lakewood residents will be provided shelter served by Community Family Guidance during the Consolidated Plan Years 2025-2029.
5	Agency/Group/Organization	Pathways Volunteer Hospice
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Pathways Volunteer Hospice was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 150 Lakewood residents will be provided shelter served by Pathways Volunteer Hospice during the Consolidated Plan Years 2025-2029.
6	Agency/Group/Organization	Human Services Association
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Human Services Association was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 500 Lakewood residents will be provided shelter served by Human Services Association during the Consolidated Plan Years 2025-2029.
7	Agency/Group/Organization	Meals on Wheels of Long Beach
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 350 Lakewood residents will be served by Meals on Wheels during the Consolidated Plan Years 2025-2029.
8	Agency/Group/Organization	Gateway Cities Council of Government
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff regularly attends Gateway Cities COG meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Public Housing Agencies were not consulted since the City does not have any Public Housing agencies within its jurisdiction.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	LAHSA	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to provide supportive services for homeless individuals and families.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The Lakewood Consolidated Plan embodies the City's current Housing Element. Much of the background data, housing issues, goals, objectives, policies and programs of the Consolidated Plan are consistent with the Housing Element, which was last updated on September 16, 2023. The 2023 US Census and updated data from the 2017-2021 American Community Survey were also used to reflect current demographics and market and inventory conditions. In addition, other widely used documents were also used in the development of the Consolidated Plan:

- US Census Bureau, 2000, 2010 and 2020 Summary Files 1, 2, 3, 4
- 2018-2023 American Community Survey 5-Year Estimate
- US Department of Housing and Urban Development, 2017-2021 CHAS Databook
- Lakewood General Plan
- Lakewood Housing Element 2021-2029
- Lakewood Zoning Code
- Lakewood Community Development Department, Southern California Association of Governments, Department of Housing and Urban Development, Fair Housing Consultants, Inc. County of Los Angeles Department of Health Services -- Child and Adolescent Health Program Gateway Cities Council of Governments Los Angeles County Department of Health Services.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Lakewood provides citizens with advance notice of all related materials available for public review as soon as the notice is published. The citizen participation plan includes a 30-day public review period of the Consolidated Plan to obtain citizen input on the projects or strategy proposed. Citizens are invited to attend public hearings regarding the Consolidated Plan. Notices of all hearings are published in the local newspaper, posted on the City's website, in the City parks and the City Clerk's office at least 14 days prior to the hearing date. The first public hearing is scheduled for April 3, 2025 with the Planning and Environment Commission. The second public hearing is scheduled for April 22, 2025 with the Lakewood City Council. The 30-day review period occurred between March 17 and April 22, 2025.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	No public attendance.	There were no public comments.	There were no public comments.	
2	Public Hearing	Non-targeted/broad community	No public attendance	There were no public comments.	There were no public comments.	
3	Newspaper Ad	Non-targeted/broad community	No public attendance.	There were no public comments.	There were no public comments.	
4	Internet Outreach	Non-targeted/broad community	No public attendance	There were no public comments.	There were no public comments.	https://www.lakewoodca.gov/Government/City-Documents https://www.lakewoodca.gov/Government/Commissions-Boards-Committees/Planning-Environment-Commission

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section addresses the existing and projected housing needs of residents based on 2020 Census data, including updated census data from the 2018-2023 American Community Survey, and a housing market analysis, which inventories affordable housing in Lakewood and discusses barriers to the expansion of affordable housing. The section also includes discussion on the nature and extent of homelessness in Lakewood and the need for facilities and services for homeless persons and special needs groups.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The Housing Element is one of several methods the City uses to assess community opinions and concerns about the housing needs in Lakewood. Public participation plays an important role in the formulation of goals, policies, and programs promulgated by the Housing Element. Public participation includes public meetings with the Planning and Environment Commission, focus meetings with planners, developers, housing groups, and other stakeholders, and public hearing before the Lakewood City Council. Various segments of the community contribute insight and vision into the planning efforts and helped develop the goals and policies contained in the Housing Element.

The Consolidated Plan is consistent with the Lakewood Housing Element, which was updated in September 2023, and certified by the California Department of Housing and Community Development (HCD). Like the Consolidated Plan, the Housing Element analyzes the City's housing needs through a review of population and housing stock characteristics, and sets forth housing goals and policies for Lakewood to address these needs. In addition, the Housing Element evaluates the current and potential constraints in meeting those needs, including identifying the constraints that are due to the marketplace and those imposed by the government.

The Housing Element is prepared in accordance with applicable State laws and Lakewood's General Plan. It includes the community's vision of its housing needs and objectives.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	81,175	79,675	-2%
Households	26,085	25,560	-2%
Median Income	\$79,193.00	\$96,487.00	22%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,055	2,960	4,200	3,375	11,970
Small Family Households	715	1,150	2,070	1,790	7,350
Large Family Households	155	440	620	390	1,580
Household contains at least one person 62-74 years of age	955	825	1,070	1,010	2,565
Household contains at least one person age 75 or older	875	700	495	250	1,055
Households with one or more children 6 years old or younger	255	410	858	685	505

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	15	0	15	30	0	0	0	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	10	0	95	10	115	0	0	20	15	35
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	55	55	100	50	260	35	70	165	75	345
Housing cost burden greater than 50% of income (and none of the above problems)	985	450	70	0	1,505	770	495	435	40	1,740
Housing cost burden greater than 30% of income (and none of the above problems)	50	450	735	250	1,485	330	400	770	845	2,345

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	60	0	0	0	60	165	0	0	0	165

Table 7 – Housing Problems Table 1

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,050	520	265	75	1,910	805	565	620	130	2,120
Having none of four housing problems	285	560	1,185	765	2,795	915	1,315	2,135	2,405	6,770
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	415	510	510	1,435	210	350	690	1,250
Large Related	85	155	145	385	50	195	135	380
Elderly	390	160	38	588	715	310	375	1,400
Other	205	145	205	555	150	100	70	320
Total need by income	1,095	970	898	2,963	1,125	955	1,270	3,350

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS

Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	250	250	170	235	0	405
Large Related	0	0	65	65	35	125	0	160
Elderly	380	65	14	459	485	115	85	685
Other	0	195	100	295	105	0	0	105
Total need by income	380	260	429	1,069	795	475	85	1,355

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS

Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	55	40	165	60	320	30	50	75	50	205
Multiple, unrelated family households	10	15	30	0	55	4	20	115	40	179
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	65	55	195	60	375	34	70	190	90	384

Table 11 – Crowding Information – 1/2

Data 2016-2020 CHAS

Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 12 – Crowding Information – 2/2

Data 2016-2020 CHAS

Source:

Describe the number and type of single person households in need of housing assistance.

According to 2023 ACS estimates, it is estimated that there are approximately 4,080 single person households in the City of Lakewood. According to 2017-2021 CHAS estimates, approximately 2,749 are single senior households (persons 65 years or older). Nearly half (1,224) single seniors are reported to have a cost burden greater than 30%.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to CHAS 2017-2021 Data Set, the City has 11,055 residents with a disability, of those 11,055, 2,645 are renters. Disabilities include vision or hearing impairment, ambulatory limitation, cognitive limitation, and self-care or independent limitation. Those that may be in need of housing assistance are those that have low income and have one or more of the four housing problems. There are 3,460 households that fall under the circumstance of being low income, having a disability and is living in an apartment or home with one or more of the four housing problems. Of those 3,460 households, 1,300 are renters, which makes this household more vulnerable to housing insecurity than a homeowner household.

Su Casa Ending Domestic Violence estimates that they assist between 100-200 women and children annually with emergency shelter and between 20-24 women in transitional shelter. The number of occupants in the transitional shelter is lower than years passed. This is due to the rise in cost of living causing Su Casa's transitional shelter occupants to stay longer than ever because they cannot afford to move into permanent housing.

What are the most common housing problems?

The most common housing problem within the City of Lakewood is households Cost Burden where the cost burden is greater than 30% of a household's income. As shown in Table 9, 6,313 Lakewood households experiencing this problem. Table 10 shows that 2,424 Lakewood households experience a Cost Burden greater than 50% of their household income. The total number of Lakewood households experiencing the problem of Cost Burden is 8,737 households which is 33.5% of total households in Lakewood. Following Cost burden, Overcrowding, (more than one person per room) is the second

common housing problem. Table 11 shows that 759 (2.9%) households experience the housing problem of Overcrowding in Lakewood.

Are any populations/household types more affected than others by these problems?

Both Lakewood's extremely low income elderly renters and elderly homeowners are most affected by the Cost Burden household problem while both single-family household renters and homeowners are most affected by Overcrowding.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Extremely low and low income individuals, such as single seniors and extremely low income and low income families with children may encounter risk of becoming unsheltered because of the lack of affordable housing. There are 2,040 single seniors that are extremely low to low income in Lakewood. Among these households, 1,149 have a cost burden greater than 30%. Among those households, 429 are renters. There are 3,890 small and large families in Lakewood that are extremely to low income households. Among these households, 3,365 have a cost burden greater than 30% and among those households, 1,655 are renters. With rent increases, possibility of job loss, or a catastrophic illness, many of Lakewood's low income households are at risk of residing in shelter or becoming unsheltered, especially those who rent. The City of Lakewood does not receive rapid re-housing assistance.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City of Lakewood does not provide estimates of the at-risk populations.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Severe housing cost burden and low annual income are the greatest contributing factors for experiencing homelessness. Those households paying more than 50% of their household income towards housing costs are more at risk of experiencing homelessness should an unfortunate event such as job loss or a medical emergency. Another risk is domestic violence. A woman must leave the household under the threat of violence to her and or her children from her spouse.

Discussion

The City of Lakewood recognizes that the need for homeless programs locally and regionally are considerable, as evidenced by increases in the homeless population in Lakewood and Los Angeles County. The City of Lakewood will continue to coordinate with LAHSA and PATH in maintaining a continuum of care system for the homeless in the southeast Los Angeles County region, and more particularly in SPA 7. In addition, the City of Lakewood will continue its efforts to fund public services offered by the City and other nonprofit public service organizations to meet the needs of special needs populations as well as of the extremely low-income populations.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, disproportionate needs refers to any need for a certain race/ethnicity that is more than ten percentage points above the demonstrated need for the total households within the jurisdiction at a particular income level. The tables and analysis below identify the share of households by race/ethnicity and income level experiencing one or more of the four housing problems outlined by HUD guidelines.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,230	825	0
White	880	500	0
Black / African American	240	20	0
Asian	390	45	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	670	240	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,935	1,025	0
White	500	655	0
Black / African American	285	85	0
Asian	420	135	0
American Indian, Alaska Native	4	20	0

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Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	35	0	0
Hispanic	670	100	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,390	1,810	0
White	885	890	0
Black / African American	315	100	0
Asian	340	200	0
American Indian, Alaska Native	25	0	0
Pacific Islander	10	20	0
Hispanic	790	550	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,300	2,075	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	440	1,090	0
Black / African American	120	245	0
Asian	125	300	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	520	390	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

According to the CHAS 2016-2020 Data the City of Lakewood has 25,560 households and is comprised with the following populations:

- White – 11,180
- Black or African American – 2,000
- Asian – 4,130
- American Indian and Alaska Native – 93
- Native Hawaiian and Other Pacific Islander – 120
- Hispanic – 7,295
- Other - 735

As shown in Table 13, of those households, 2,230 have one or more of the four housing problems. The following percentages consist of the populations that have an AMI of less than 30% and have one or more of the four housing problems:

- White – 7.9% of white households have one or more of the four housing problems.
- Black or African American – 12% of African American households have one or more of the four housing problems.
- Asian – 9.4% of Asian households have one or more of the four housing problems.
- American Indian and Alaskan Native – 16.1% of American Indian households have one or more of the four housing problems.

- Native Hawaiian and Pacific Islander – 0% of Native Hawaiian households have one or more of the four housing problems.
- Hispanic – 9.2% of Hispanic households have one or more of the four housing problems.

As shown in Table 14, 1,935 households have one or more of the four housing problems. The following percentages consist of the populations that have an AMI between of 30% - 50%:

- White – 4.5% of white households have one or more of the four housing problems.
- Black or African American – 14.3% of African American households have one or more of the four housing problems.
- Asian – 10.2% of Asian households have one or more of the four housing problems.
- American Indian and Alaskan Native – 4.3% of American Indian households have one or more of the four housing problems.
- Native Hawaiian and Pacific Islander – 29.2% of Native Hawaiian households have one or more of the four housing problems.
- Hispanic – 9.2% of Hispanic households have one or more of the four housing problems.

As shown in Table 15, 2,390 households have one or more of the four housing problems. The following percentages consist of the populations that have an AMI between of 50% - 80%:

- White – 7.9% of white households have one or more of the four housing problems.
- Black or African American – 15.8% of African American households have one or more of the four housing problems.
- Asian – 8.2% of Asian households have one or more of the four housing problems.
- American Indian and Alaskan Native – 26.9% of American Indian households have one or more of the four housing problems.
- Native Hawaiian and Pacific Islander – 8.3% of Native Hawaiian households have one or more of the four housing problems.
- Hispanic – 10.8% of Hispanic households have one or more of the four housing problems.

As shown in Table 16, 1,300 households have one or more of the four housing problems. The following percentages consist of the populations that have an AMI between of 80% - 100%:

- White – 3.9% of white households have one or more of the four housing problems.
- Black or African American – 6% of African American households have one or more of the four housing problems.
- Asian – 3% of Asian households have one or more of the four housing problems.
- American Indian and Alaskan Native - 0% of American Indian households have one or more of the four housing problems.

- Native Hawaiian and Pacific Islander - 0% of Native Hawaiian households have one or more of the four housing problems.
- Hispanic – 7.1% of Hispanic households have one or more of the four housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, disproportionate needs refers to any need for a certain race/ethnicity that is more than ten percentage points above the demonstrated need for the total households within the jurisdiction at a particular income level. The tables and analysis below identify the share of households by race/ethnicity and income level experiencing one or more of the four housing problems outlined by HUD guidelines.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,855	1,200	0
White	685	700	0
Black / African American	205	55	0
Asian	330	105	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	610	305	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,085	1,875	0
White	210	940	0
Black / African American	155	215	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	270	285	0
American Indian, Alaska Native	0	25	0
Pacific Islander	35	0	0
Hispanic	405	365	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	885	3,320	0
White	310	1,470	0
Black / African American	140	275	0
Asian	225	315	0
American Indian, Alaska Native	25	0	0
Pacific Islander	10	20	0
Hispanic	180	1,160	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	205	3,170	0
White	40	1,490	0
Black / African American	4	365	0
Asian	35	390	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	110	800	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Generally, African American, Asian and Hispanic households tend to have a higher percentage of severe housing problems than White, Pacific Islander and native American Households. The discussion below presents the percentages per race and ethnicity.

As shown in Table 17, 1,855 households have one or more of the four severe housing problems. The following percentages consist of the populations that have an AMI of less than 30%:

- White – 6.1% of white households have one or more of the four severe housing problems.
- Black or African American – 10.3% of African American households have one or more of the four severe housing problems.
- Asian – 7.8% of Asian households have one or more of the four severe housing problems.
- American Indian and Alaskan Native – 16.1% of American Indian households have one or more of the four housing problems.
- Native Hawaiian and Pacific Islander – 0% of Native Hawaiian households have one or more of the four severe housing problems.
- Hispanic – 8.4% of Hispanic households have one or more of the four severe housing problems.

As shown in Table 18, 1,085 households have one or more of the four severe housing problems. The following percentages consist of the populations that have an AMI between of 30% - 50%:

- White – 1.9% of white households have one or more of the four severe housing problems.
- Black or African American – 7.8% of African American households have one or more of the four severe housing problems.
- Asian – 6.5% of Asian households have one or more of the four severe housing problems.
- American Indian and Alaskan Native - 0% of American Indian households have one or more of the four housing problems.
- Native Hawaiian and Pacific Islander – 29.1% of Native Hawaiian households have one or more of the four severe housing problems.
- Hispanic – 5.6% of Hispanic households have one or more of the four severe housing problems.

As shown in Table 19, 885 households have one or more of the four severe housing problems. The following percentages consist of the populations that have an AMI between of 50% - 80%:

- White – 2.8% of white households have one or more of the four severe housing problems.
- Black or African American – 7% of African American households have one or more of the four housing problems.
- Asian – 5.4% of Asian households have one or more of the four severe housing problems.
- American Indian and Alaskan Native – 26.9% of American Indian households have one or more of the four housing problems.
- Native Hawaiian and Pacific Islander – 8.3% of Native Hawaiian households have one or more of the four severe housing problems.
- Hispanic – 2.5% of Hispanic households have one or more of the four severe housing problems.

As shown in Table 20, 205 households have one or more of the four severe housing problems. The following percentages consist of the populations that have an AMI between of 80% - 100%:

- White – 0.4% of white households have one or more of the four severe housing problems.
- Black or African American – 0.2% of African American households have one or more of the four housing problems.
- Asian – 0.8% of Asian households have one or more of the four severe housing problems.
- American Indian and Alaskan Native - 0% of American Indian households have one or more of the four housing problems.
- Native Hawaiian and Pacific Islander - 0% of Native Hawaiian households have one or more of the four severe housing problems.
- Hispanic – 1.5% of Hispanic households have one or more of the four severe housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

HUD's definition of housing cost burdens is households that pay more than 30% of their annual income for housing expenses. Cost burdened is measured based on the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payments, taxes, insurance, and utilities.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	16,855	5,010	3,465	235
White	8,075	1,890	1,105	110
Black / African American	985	555	445	20
Asian	2,680	665	750	35
American Indian, Alaska Native	49	29	15	0
Pacific Islander	85	0	35	0
Hispanic	4,450	1,695	1,095	55

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

According to the CHAS 2016-2020 Data the City of Lakewood has 25,560 households and is comprised with the following populations:

- White – 11,180
- Black or African American – 2,000
- Asian – 4,130
- American Indian and Alaska Native – 93
- Native Hawaiian and Other Pacific Islander – 120
- Hispanic – 7,295
- Other - 735

As shown in Table 21, of those households, 16,855 have cost burden of 30% or less. The following percentages consist of the populations that have a cost burden of 30% or less:

- White – 72.2% of white households have one a cost burden of 30% or less.
- Black or African American – 49.3% of African American households have one a cost burden of 30% or less.
- Asian – 64.9% of Asian households have one a cost burden of 30% or less.
- American Indian and Alaskan Native – 52.9% of American Indian households have one a cost burden of 30% or less.
- Native Hawaiian and Pacific Islander – 70.8% of Native Hawaiian households have one a cost burden of 30% or less.
- Hispanic – 61% of Hispanic households have one a cost burden of 30% or less.

As shown in Table 21, 5,465 households have cost burden of 30% - 50%. The following percentages consist of the populations that have a cost burden of 30% - 50%:

- White – 16.9% of white households have one a cost burden of 30%-50%.
- Black or African American – 27.8% of African American households have one a cost burden of 30%-50%.
- Asian – 16.1% of Asian households have one a cost burden of 30%-50%.
- American Indian and Alaskan Native – 31.2% of American Indian households have one a cost burden of 30%-50%.
- Native Hawaiian and Pacific Islander – 0.0% of Native Hawaiian households have one a cost burden of 30%-50%.
- Hispanic – 23.2% of Hispanic households have one a cost burden of 30%-50%.

As shown in Table 21, 4,290 households have cost burden greater than 50%. The following percentages consist of the populations that have a cost burden greater than 50%:

- White – 9.9% of white households have one a cost burden greater than 50%.
- Black or African American – 22.3% of African American households have one a cost burden greater than 50%.
- Asian – 18.2% of Asian households have one a cost burden greater than 50%.
- American Indian and Alaskan Native – 16.1% of American Indian households have one a cost burden greater than 50%.
- Native Hawaiian and Pacific Islander – 29.2% of Native Hawaiian households have one a cost burden greater than 50%.
- Hispanic – 15% of Hispanic households have one a cost burden greater than 50%.

As shown in Table 21, 205 households have negative or no income. The following percentages consist of the populations that have negative or no income:

- White – 1% of white households have no income

- Black or African American – 1% of African American households have no income.
- Asian – 0.8% of Asian households have no income
- American Indian and Alaskan Native - 0.0% of American Indian households have no income.
- Native Hawaiian and Pacific Islander – 0.0% of Native Hawaiian households have no income.
- Hispanic – 0.8% of Hispanic households have no income.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The housing problem data revealed that housing problems were experienced by race and ethnic categories within specific income ranges of the County Average Median Income (AMI) occurred most dramatically at the 30-50% cost burden category. The racial and ethnic groups that have disproportionately greater needs tend to be African American, American Indian, Native Hawaiian and Hispanic households.

If they have needs not identified above, what are those needs?

The greatest housing need is affordable housing.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

For the purposes of the Consolidated Plan, the City defines an area of minority concentration as a census tract in which there exists a greater proportion of total households than the County average, while a high concentration is defined as a proportion of more than twice the County average. Figures 2.2, 2.3 and 2.4 illustrate minority concentrations and high concentrations in the City of Lakewood. The County averages for the racial groups are as follows:

- African American: 9.0%
- American Indian and Alaskan Native: 1.5%
- Asian: 16%
- Native Hawaiian and Other Pacific Islander: 0.4%
- Hispanic: 48.6%

There are areas where African Americans are concentrated and include: 5550.02, 5551.05, 5707.01, 5707.03, 5709.02, 5713.00, 5714.00 and 5715.03.

Areas where Asians are concentrated include the following census tracts: 5550.01, 5551.02, 5551.05, 5700.01, 5707.01, 5707.03, 5708.00, 5709.01, 5709.02, 5714.00 and 5715.03.

Areas where Asians are high concentrated include the following census tract: 5551.07.

Areas where Hispanics are concentrated include the following census tract: 5550.01

Areas where Native Hawaiians or Pacific Islanders are concentrated include the following census tracts: 5551.07, 5700.01, 5709.01, 5709.02, 5710.00, 5711.01 and 5713.00.

Areas where Native Hawaiians or Pacific Islanders are high concentrated include the following census tracts: 555001, 555002, 555105, 570003, 570701, 570703, 570800, 571400 and 572001.

As Figures 2.2, 2.3, 2.4 and 2.5 illustrate, most African American households are located in the eastern portion of the City near Cerritos and Hawaiian Gardens, as well as in the western portion of the City near Lakewood Center mall and the City of Long Beach. No high concentrations of African American households exist in the City of Lakewood, only average concentrations. Hispanic households also have only average concentrations in one census tract in the eastern portion of Lakewood near Cerritos and Hawaiian Gardens. One census tract in the eastern most portion of Lakewood has a high concentration of Asian households. Lastly, Native Hawaiian or other Pacific Islander Households have both high and average concentration within most census tracts throughout the City.

NA-35 Public Housing – 91.205(b)

Introduction

This section estimates the total number of public and assisted housing units and assesses the potential for the loss of these units. The City does not operate any public housing units.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	253	2,883	21,087	47	20,550	268	163	59

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	14,341	13,522	14,839	15,746	14,816	14,829	17,842	
Average length of stay	0	6	8	8	0	8	0	6	
Average Household size	0	3	2	2	2	2	1	4	
# Homeless at admission	0	0	0	184	0	42	142	0	

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Elderly Program Participants (>62)	0	48	1,138	6,753	15	6,670	38	2
# of Disabled Families	0	40	534	4,416	17	4,269	83	16
# of Families requesting accessibility features	0	253	2,883	21,087	47	20,550	268	163
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	148	1,710	10,344	33	10,071	80	120	40
Black/African American	0	60	1,035	8,432	12	8,188	179	38	15
Asian	0	8	120	2,181	1	2,173	3	1	3

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
American Indian/Alaska Native	0	0	11	76	1	67	6	2	0
Pacific Islander	0	37	7	54	0	51	0	2	1
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	124	1,121	7,293	11	7,122	40	105	15
Not Hispanic	0	129	1,762	13,794	36	13,428	228	58	44
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City of Lakewood does not have any Public Housing units.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The City of Lakewood does not have any Public Housing units.

How do these needs compare to the housing needs of the population at large

Not Applicable

Discussion

See above

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)						
Persons in Households with Only Children						
Persons in Households with Only Adults						
Chronically Homeless Individuals						
Chronically Homeless Families						
Veterans						
Unaccompanied Child						
Persons with HIV						

Table 26 – Estimate of Sheltered and Unsheltered

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

According to LAHSA the total number of persons experiencing homelessness in Lakewood during the Point in Time Count in January, 2024 was 66. There were 36 total unsheltered persons, not in a dwelling and 30 persons in dwellings. There were six cars, three vans, three RVs, eight makeshift dwellings and ten tents.

Cumulative Coordinated Entry System Statistics from October 1, 2022 to December 12, 2022 reveal the following:

- A total of 17 persons were assessed, of those 17, nine were individuals, three were youth and five were families.

Services that were provided include:

- Interim Housing – 2;
- Rapid Re-Housing – 8;
- Street Outreach (Contacts) – 4;
- Street Outreach (Engagements) – 2;
- Other (Non-Permanent) – 4

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
Ethnicity:	Sheltered:	Unsheltered (optional)

Table 27 – Nature and Extent of Homelessness

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The largest population of persons experiencing homelessness are adults only.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Data regarding race and ethnicity is not available.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The City of Lakewood has an estimated 66 unsheltered homeless persons according to the 2024 Point in Time Homeless Count. The homeless population in Lakewood are primarily single adults, the City is awaiting the final results of the 2025 Homeless Count.

Discussion:

Consolidated Plan

OMB Control No: 2506-0117 (exp. 09/30/2021)

Lakewood

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section examines the housing needs of different categories of households that are disadvantaged in finding decent, affordable housing. These households include large families, single persons, the elderly, and the disabled (including persons with HIV).

Describe the characteristics of special needs populations in your community:

The characteristics of special needs populations in Lakewood include: small households, single person households, female-headed households, elderly and frail elderly, persons with disabilities, and persons with drug/alcohol addictions.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing supportive services needs of the special needs populations include access to more affordable housing units. Lakewood will continue to act to alleviate these problems in a variety of ways, including referrals Section 8 units and making density bonuses an option for multi-family developers in accordance with State Law.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to Los Angeles County Public Health Department, at the end of 2015, over 61,000 persons were estimated to be living with HIV in Los Angeles County, of which approximately 8,943 were unaware of their HIV infection. Among the 50,771 persons diagnosed and living with HIV in Los Angeles County, the majority were male (89%), Latino (42%) or White (32%) and over 40 years of age (74%). Most reported being exposed to HIV through male-to-male sexual contact (78% MSM; 6% MSM/IDU) and an increasing percentage reported heterosexual contact (10%).

The Los Angeles County Department of Health, HIV Surveillance System, September 30, 2024 reported at year-end 2020, there were 172 residents aged 13 years or older living with diagnosed HIV (PLWDH) in the City of Lakewood. At year-end 2023, there were 181 residents aged 13 years or older living with diagnosed HIV (PLWDH) in the City of Lakewood. Of the 181 cases reported for 2023, 162 cases (90%) were male and 19 cases (10%) were female.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The City will not be establishing a HOME TBRA

Discussion: See discussion above.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City's needs for public facilities include facilities to support Lakewood's aging population, its sports programs, parks and green space, street lighting, and ADA improvements.

How were these needs determined?

Historically, the City of Lakewood has provided many recreational activities and social opportunities for its young, persons with special needs, and senior residents. The success in Lakewood's ability to provide program and services to a broad community is what determined the need for public Facilities. In 1981 the Weingart Foundation donated land and one half the construction costs to create the Weingart Senior Center. Today, the Weingart Senior Center is a bustling center used by hundreds of seniors daily. Human Services Association provides congregated meals for Lakewood's senior population, tax preparation assistance services are offered at the Center and many exercise classes and leisure activities are enjoyed by Lakewood's senior citizens.

Lakewood is known for its dedication to the youth and as evidenced with Lakewood Youth Sports (LYS) is free of charge to all residents and a small fee of \$20 to non-residents. LYS places emphasis on participation and sportsmanship. Benefits from this program include physical fitness, teamwork, life skills, character formation, self-discipline, self-respect, pride, camaraderie, time management, commitment and fair play. Because of this program and others like it, Lakewood was recognized in 2010 as a Playful City USA by KaBOOM!. KaBOOM! is a non-profit group dedicated to ensuring that all children get a childhood filled with balanced active play they need to thrive.

The City of Lakewood has worked to serve the needs of the developmentally and physically disabled since 1981. This has been accomplished through the Adaptive Recreation and Special Olympics programs operated out of Bloomfield Park. The main objective of these programs is to provide equal recreation and leisure opportunities for people of all ages with special needs.

Other attributes that Lakewood is known for is its beautiful tree-lined street and lush parks. Lakewood has been awarded Tree City USA for 40 years by the Arbor Day Foundation.

Lakewood is proud of the services, youth programs, programs for persons with special needs, and serene parks and neighborhoods that the community as a whole has created. It is a priority of the City to maintain these assets that provide a quality of life for the community.

Describe the jurisdiction's need for Public Improvements:

The City of Lakewood has several public facilities that are in need of repair, modernization and improvements as most facilities were constructed more than 30 years ago. Currently the City is focusing on improving the Weingart Senior Center. The improvements include removing the existing barriers to the disabled, replacing the flooring, converting assembly space to private offices for social services, enclosing the billiards room, remodeling the lobby, replacing the HVAC system with a system designed to remove viruses such as COVID-19. The City has prepared plans and is ready to go out to bid, however,

funding has been a challenge to secure and due to Public Works Contract Code, the City cannot go out to bid until all funding sources are secure.

How were these needs determined?

The last improvement project for the Weingart Senior Center was in 2007 and consisted of roof replacement and repair and replacement of some skylights. The Center is outdated, both in design and with ADA requirements. More office space is needed to function properly and the floors have become a trip hazard.

Describe the jurisdiction's need for Public Services:

The need for Public Services is described through the accomplishments of Lakewood's Service providers.

Community Family Guidance Center provides counseling services for emotionally disturbed children. Through this program, an estimated 70 children who are emotionally disturbed will receive counseling annually.

Meals on Wheels provides in-home meal delivery to low income, senior, and disabled persons. Under this program, the City will serve an estimated 100 low income and special needs individuals.

Pathways Volunteer Hospice provides in-home non-medical services to terminally ill persons. Through this program, the City will serve 45 low and moderate income households annually with in-home services for terminally ill persons.

Human Services Association support senior citizen congregate meals at the Weingart Senior Center and home delivered meals to Lakewood residents. Through this program, the City will provide congregate and home delivered meals to 75 seniors annually.

Fair Housing program provides funds for a fair housing counseling program and landlord tenant services for residents and property owners. The Fair Housing Consultant functions as a central source for fair housing information and education; investigate and conciliate housing discrimination complaints; make referrals to appropriate sources for the formal resolution of complaints when information conciliation efforts fail; distribute information on landlord tenant rights and assist low and moderate income families in maintaining suitable housing.

The need for these services in Lakewood is ongoing.

How were these needs determined?

The Lakewood CDBG Committee meets quarterly to review public service needs. The committee will continue to meet to determine the needs of the community and distribution of federal allocated funds.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The City of Lakewood is a highly urbanized community that is virtually built out. There is less than eight acres of land available for residential development which creates a challenge to meet the housing needs of Lakewood residents who are in the low, very low and extremely low income category as defined by HUD.

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OMB Control No: 2506-0117 (exp. 09/30/2021)

Lakewood

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing needs of the Lakewood's low, very low or extremely low income category are not being met. During 1990s, housing construction in the Southern California region did not keep pace with population growth and Lakewood's pace of housing construction was even slower than in the county as a whole. In recent years, development of new housing stock has been minimal due to the lack of available land to develop.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	21,275	81%
1-unit, attached structure	1,015	4%
2-4 units	440	2%
5-19 units	1,300	5%
20 or more units	2,060	8%
Mobile Home, boat, RV, van, etc	245	1%
Total	26,335	100%

Table 28 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	90	0%	325	5%
1 bedroom	230	1%	1,165	17%
2 bedrooms	2,710	14%	2,790	41%
3 or more bedrooms	15,770	84%	2,480	37%

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	Owners		Renters	
	Number	%	Number	%
Total	18,800	99%	6,760	100%

Table 29 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

A significant number of households in the City, 9,960, or over 37% of all households in Lakewood remain in the low, very low or extremely low-income category, indicating a continued need for housing that is affordable and accessible to people of limited economic means. The need is greatest with small household and elderly, non-family households. These household are targeted for assistance of federal, state and local programs.

According to CHAS Data 2017-2021, Lakewood was home to 2,930 households. Of those households, 2030 (69%) had a housing cost burden where at least 30% of their income paid for rent or mortgage. There were 3,000 very low income households and of those households 2,050 (68%) had a housing cost burden where at least 30% of their income paid for rent or mortgage. There were 4,130 low income households and of those households 2,240 (54%) had a housing cost burden where at least 30% of their income paid for rent or mortgage.

Affordability needs of female-headed households can be addressed through rent subsidies, affordable childcare, and family housing in proximity to commercial uses, recreational facilities and public transit. The City of Lakewood encourages the use of these programs and services particularly among female-headed households with children.

The City of Lakewood has attempted to address the needs of the elderly through a variety of projects and services, including a number of senior public housing projects. Currently, federal housing assistance is provided through Section 8 and other federal housing assisted senior citizens projects. Eligible seniors pay no more than 30% of their income for rent with the remainder paid by HUD through a housing assistance payment. Currently, the waiting list is closed.

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The following 3 senior housing establishments are located within the City:

§ Candlewood Apartments, 81- One Bedroom Units

§ Whispering Fountains, 201 Units

§ Seasons Senior Apartments, 85 Units

In compliance with State Law, the City has adopted an ordinance allowing for the construction Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). There are currently 113 units that have been constructed.

The City of Lakewood contracts with the Housing Authority of the County of Los Angeles for the administration of its Section 8 program. This program provides rental assistance voucher to low and very low (0 to 50% MFI) income disabled persons.

The City offers many services to assist persons with disabilities, including the Meals on Wheels Program, which provides meals to the disabled and homebound residents. The City of Lakewood coordinates with Pathways Volunteer Hospice to provide in-home services to seniors with disabilities. The City's DASH Transportation Program and Long Beach Transit Dial-A-Ride also provide free transportation to people with disabilities. In addition, the City offers a Single-Family Rehabilitation Loan Program and the Fix-Up Paint-Up Program to help improve deteriorated housing conditions.

Using newly awarded Permanent Local Housing Allocation (PLHA) funds, during FY 24-25, the City implemented an Accessible Modification Grant to low income single-family home owners to complete ADA compliant modifications to their homes create a suitable living environment.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Lakewood does not anticipate a loss of affordable housing inventory as Lakewood's contract with Los Angeles County Housing Authority is current, and it is anticipated that the contract will be renewed. Additionally, the City expects an increase of 37 for-sale town homes in its affordable housing inventory within the Five-Year Consolidated Plan. The City was possession of nine parcels formerly owned by City of Lakewood Housing Successor Agency but sold them to Habitat for Humanity of Greater Los Angeles in July of 2024 in exchange for 37 affordable for sale units. Construction is expected to begin in 2025

Does the availability of housing units meet the needs of the population?

According to CHAS 2017-2021, there are 110 vacant for rental housing units in Lakewood. Only 45 of the 110 units are reserved for households to pay 30% or less of their income. Of those vacant units, 65 lack complete plumbing or kitchen facilities. Additionally, 10,090 (37.8%) of the households in Lakewood are units with one or more housing problems; 8,670 (32.5%) have overpayment issues, and 1,315 (4.9%) households have overcrowded conditions. The housing assistance needs of renters are much greater than owners, despite the 73% to 27% ratio of homeowners to renters in Lakewood. The biggest impact in Lakewood is housing cost burden to the extremely to low income households, particularly for renters (45.5%) of all renter occupied households and owners (27.7%) of all owner occupied households.

According to the CHAS Data 2017-2021, 8,899 households or approximately 33% of Lakewood's total households overpaid for housing. Nearly two-thirds (62%) of the overpaying households were owners. Nearly 21% of all extremely low-income owner households are paying more than 30% of their total income on housing. However, 47.4% of renter households are paying more than 30% of their total income on housing.

Describe the need for specific types of housing:

Housing need is defined as the gap between the type of housing required by the City's existing and projected residents and the type of housing available. Housing needs for Lakewood are based on Census data, surveys, and information and community input. Based on this information, areas of local housing needs in Lakewood include:

- Housing preservation and improvement to the existing affordable housing supply and nature of Lakewood's residential neighborhoods.
- Development of new housing on sites suitable for residential use to expand the supply and choice of units for all household incomes.
- Housing assistance to low and moderate income households and households with special needs.
- Equal housing opportunity
- Affordable housing

The housing assistance need of low and moderate-income households in the City is based on information provided by CHAS 2017-2021 data. Households with housing problems are defined by HUD and include:

- Occupying units with physical defects (lacking complete kitchen or bathroom)
- Living in overcrowded conditions (more than one person per room); and
- Experiencing a housing cost burden, including utilities, exceeding 30% of gross income.

Discussion

See discussion above.

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OMB Control No: 2506-0117 (exp. 09/30/2021)

Lakewood

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	424,200	595,200	40%
Median Contract Rent	1,403	1,798	28%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	319	4.7%
\$500-999	490	7.3%
\$1,000-1,499	1,435	21.2%
\$1,500-1,999	2,065	30.6%
\$2,000 or more	2,450	36.2%
Total	6,759	100.0%

Table 31 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	285	No Data
50% HAMFI	720	85
80% HAMFI	3,045	375
100% HAMFI	No Data	899
Total	4,050	1,359

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Table 32 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$1,777	\$2,006	\$2,544	\$3,263	\$3,600
High HOME Rent	\$1,559	\$1,671	\$2,007	\$2,310	\$2,558
Low HOME Rent	\$1,213	\$1,300	\$1,560	\$1,803	\$2,011

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

The City of Lakewood's population has remained fairly stable over the last decade, teetering at approximately 80,000. The fair market rent for an efficiency unit is \$1,770 a month. An extremely low income family of four could only afford a rent of \$1,182 before the family must spend more than one-third of their income to pay their rent. Very low income families can only afford to pay \$1,733 a month before the family spends more than one-third of their income on housing. Lower income families could only spend \$2,773. Median income families can afford \$2,455 in monthly rent. Moderate income families can afford a two-bedroom unit without spending more than one-third of their income. Although affordable housing may be available for medium and moderate income families, this does not take into consideration the likelihood that overcrowding would be an issue for the majority of those families. This discrepancy between income and cost of housing demonstrates that there is insufficient housing for extremely low income families, very low income families, lower income families, median income families and moderate income families.

How is affordability of housing likely to change considering changes to home values and/or rents?

The City of Lakewood is a highly urbanized community that is virtually built-out. There is less than eight acres of vacant land available for residential development citywide, and therefore, most of the opportunities for affordable housing growth lie in the recycling of existing residential land to higher densities in the M-F-R zone. Because there is a deficiency of land to develop, the premiums for land tend to rise. Affordability of housing is expected to become more and more difficult as the population increases and less land is available to develop for residential uses.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Table 31 illustrates the 2018 HUD fair market rents for rental housing, as well as the allowable high and low HOME rents. Their rents are the upper limits of rents that can be charged by property owners with units assisted by HUD rental housing programs. Rapidly increasing rents in the City's market have widened the gap between HUD FMRs and market rents, creating problems for low-income households seeking units that will accept their HUD voucher for rent assistance.

According to LA Almanac, the median rent in Lakewood are \$3,180. The median family income is \$117,970 in the City of Lakewood. Using HUD's definition, affordable housing for a household earning up to 80% of the AMI, would be an apartment renting for about \$2,950 which is below the average rent in the City of Lakewood.

The City of Lakewood, in compliance with the State mandated law, requiring Cities to permit the construction of Accessory Dwelling Units (ADUs) by right, which increases the number of affordable housing units in the City. Since the law's enactment, there have been approximately 300 ADUs built in the City.

Additionally, the City has successfully negotiated with an affordable housing developer and have granted of nine vacant lots to the developer in exchange for 37 for-sale affordable townhomes. Construction is expected to commence in July of 2025.

Discussion

Lakewood is committed to providing affordable housing by maintaining its contract with the Los Angeles County Housing Authority. The City will approve the construction of 37 affordable for-sale housing units within the next two years providing additional units for low- income families.

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Lakewood

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Lakewood

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Although the majority of Lakewood's housing stock is in good condition, the City is expecting a large percentage of the housing to require maintenance within the next ten years due to the age of the housing stock.

Accurate assessment of housing conditions can provide the basis for developing appropriate programs to maintain the quality of living in Lakewood. Housing, like any other tangible assets, is susceptible to deterioration over time. Declining housing conditions can lower property values and discourage reinvestment as well as increase crime and promote slum and blight.

Common repairs needed include new roofs, wall plaster and stucco. Homes thirty years or over with deferred maintenance require more substantial repairs, such as new siding, plumbing or multiple repairs to the roof, walls, etc.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

The California Health and Safety Code define a substandard condition as being an endangerment to the occupants for the building or the public. The City of Lakewood considers a substandard condition suitable for rehabilitation when the estimated cost of rehabilitation does not exceed the estimated cost of new construction. This includes units having structural hazards, faulty weather protection, fire, health and safety hazards, or lacking complete kitchen or plumbing facilities. Standard condition is defined as complying with the California Health and Safety Code.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,645	30%	3,470	51%

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With two selected Conditions	150	1%	220	3%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	13,000	69%	3,070	45%
Total	18,795	100%	6,760	99%

Table 34 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	340	2%	275	4%
1980-1999	790	4%	905	13%
1950-1979	15,090	80%	4,805	71%
Before 1950	2,580	14%	770	11%
Total	18,800	100%	6,755	99%

Table 35 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	17,670	94%	5,575	83%

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Lakewood

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Housing Units build before 1980 with children present	409	2%	154	2%
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Table 36 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	285	0	285
Abandoned Vacant Units	0	0	0
REO Properties	4	0	4
Abandoned REO Properties	0	0	0

Table 37 - Vacant Units

Need for Owner and Rental Rehabilitation

In addition to the age of housing stock, the number of vacant/abandoned units, and the risk of lead-based paint are also key factors in determining the health of the properties in the area. Approximately 90% of the homes within Lakewood are over 40 years old (built before 1980) and 69% are over 60 years old (built before 1960). These owner and rental homes built pre-1980 often indicate a potential need for rehabilitation-related activities, including energy-efficiency upgrades, accessibility modifications, and lead hazard remediation. However, based on estimates by the General Plan Housing Element of 2021-2029, only a fraction of the units, approximately 12 units, will require major repair and/or rehabilitation within the next eight years.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

According to the Los Angeles County Health Department, approximately 2,602 low and moderate income households in the City of Lakewood may occupy units with lead-based paint. Of these units, properties

most at risk include deteriorated units with leaky roofs and plumbing and rehabilitated units where there was not a thorough cleanup with high-phosphate wash after the improvements were completed.

Discussion

Based on a sampling of cases, the Childhood Lead Poisoning Program (CLPPP) has identified paint as the most commonly associated source of lead based poisoning. The majority of homes that contain this exposure of paint were built prior 1978. It is estimated that 77% of all residential structures built prior to 1978 contain lead-based paint and that older structures have the highest percentage. In order to estimate the number of extremely low and low income households occupying lead-based paint units, the number of households occupying pre-1979 units is combined with an estimated lead-based paint factor. The lead-based paint factor is highest for pre-1940 units, at 90%, and decreases with newer units.

Consolidated Plan

OMB Control No: 2506-0117 (exp. 09/30/2021)

Lakewood

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	261	2,962	21,798	1	21,797	1,264	1,357	558
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 39 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Discussion:

See discussion above.

Consolidated Plan

OMB Control No: 2506-0117 (exp. 09/30/2021)

Lakewood

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

HUD's Continuum of Care model recognizes that all homeless persons are not at the same level of stability and they address a variety of needs. Recognized components of the Continuum of Care include: Prevention, Outreach & Assessment, Emergency Shelter, Transitional Housing, Permanent Housing and Permanent Supportive Housing, and Supportive Services.

It is the goal of the City of Lakewood to coordinate services and facilities available for the homeless as a continuum of care. A continuum of care begins with a point of entry in which the needs of a homeless individual or family are assessed. Once a needs assessment is completed, the person/family may be referred to permanent housing or transitional housing where supportive services are provided to prepare them for independent living.

This section describes the nature and extent of homelessness in Lakewood as well as a summary of persons and families at risk of becoming homeless. This section also includes an inventory of programs and facilities available to serve the homeless and those threatened by homelessness. Service and facility gaps in the continuum of care are also identified.

Lakewood partners with the Salvation Army to dedicate 15 shelter beds for Lakewood residents. The Bell shelter provides a comprehensive scope of support services for individuals experiencing homelessness, including case management, supportive and transitional housing, individual and group counseling to overcome emotional and psychological barriers, drug and alcohol treatment services, job search assistance, a dedicated reintegration program for veterans, adult education and medical services. The shelter helps over 350 individuals daily.

The table below provides the number of shelter beds within SPA 7 assisted by LAHSA.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	1,773		320	1,281	
Households with Only Adults					
Chronically Homeless Households					
Veterans					
Unaccompanied Youth	30				

Table 37 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Chronically homeless persons require rehabilitation services, employment training and placement, health services, and case management services to move from homelessness to transitional housing, and then to supportive/permanent housing. The CoC Strategy coordinated by LAHSA offers a full range of services and facilities. The City supports LAHSA's strategy for constructing housing facilities that help transition chronically homeless persons to a stable housing situation and receive supportive services that would improve their employment skills. LAHSA's main goals include Housing First (permanent supportive housing), Housing Plus (wraparound services and support), Homeless Prevention, Enhanced Data Collection, and Securing Mainstream Resources. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs. Agencies focus on decreasing the barriers to housing and include:

- Providing **Basic Needs** such as: clothing, hygiene products and showers and transportation.
- Assistance **obtaining documents** necessary for housing i.e. social security card, picture identification, DD214, proof of income, disability verification etc.
- **Emergency and temporary housing** via SPA 7 facilities and motel placements.
- **Liaison and referral** to subsidy providers that include: Los Angeles Homeless Services Authority, Veteran's Administration, Department of Mental Health and non-profit providers like PATH Ventures.
- **Access** to medical and mental health, substance addiction treatment services, and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA.
- **Benefit establishment assistance** for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran's Administration.
- **Referral** to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board.
- **Housing** location and re-location and rapid re-housing assistance.

Once a person is permanently housed, support services can continue until the individual can successfully maintain housing:

- **Household** set up assistance
- **Case management**, including prevention assistance to maintain housing
- **Home** visits
- **Linkage** to mainstream support services

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City is located within Service Planning Area (SPA) 7, a division within Los Angeles County designated by LAHSA to target the specific needs of the homeless in the community. City staff attends regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. The City along with

LAHSA conduct an annual Point-In-Time Homeless Count (count). The official numbers from the count in January 2024 are 86 persons experiencing homelessness within the City of Lakewood.

Services are provided to people experiencing homelessness in Lakewood by multiple non-profit agencies, which include PATH, LAHSA Jovenes, Salvation Army, Bell Shelter and Pacific Clinic. Lakewood contracts with the Los Angeles County Sheriff's Department providing Lakewood with a Homeless Services Deputy and also contracts a Homeless Services Liaison. Services begin with outreach and continue until a person is permanently housed and supportive services are in place. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Certain segments of Lakewood’s population have special housing needs. Those segments are in need of various forms of specialized housing assistance that is not needed by the typical Lakewood household. These groups may include households with physically, mentally and/or developmentally disabled persons, elderly individuals, homeless persons, large families, and female-headed households.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Physically Disabled

Disabled persons need housing assistance, including features such as wider doorways, access ramps in place of stairs, and elevators for units with multiple stories.

Mentally and Developmentally Disabled

According to Section 4512 of the California Welfare and Institutions Code, a developmental disability “originates before an individual attains age 18 years and can continue, indefinitely, constituting a substantial disability for that individual, which includes mental retardation, cerebral palsy, epilepsy and autism.” This term shall also include disabling conditions found to be closely related to mental retardation, but shall not include other handicapping conditions that are solely physical in nature.

Elderly and Frail Elderly

The U.S. Census defines persons 65 years of age and older as elderly. According to the ACS 2023, Lakewood had a total population of 78,128 and an elderly population of 9,887. Lakewood’s elderly population has special housing needs associated with affordability, maintenance and upkeep of their homes, and physical access. According to CHAS 2017-2021 estimates, there were 3,745 low income elderly households. Of those 3,745 households, 1,979, nearly 53%, have a housing cost burden of greater than 30%. ACS 2023 estimates that 1,204 or 72% of elderly Lakewood residents live with a disability.

Large Families

Large families are defined as 5 or more persons in a household. Large households are usually included as a special needs group because they require larger dwelling units than the market normally provides, but larger homes typically are higher-cost units. In addition, trends in new housing construction indicate a movement towards smaller units; thus, large families have difficulty finding larger units at affordable prices, which result in families living in overcrowded conditions.

Difficulties in securing housing large enough to house all members of a household are heightened for renters as rental units are typically smaller than single-family units. According CHAS 2107-2021 Data, there

were 3,355 large households (12.5% of all households). Of those large households, 875 have a housing cost burden greater than 30%. Of those 875 large households, 715 are low income. Of those low income households with a housing cost burden greater 30%, 400 are homeowners, while 315 are renters.

The increase of households spending more than 30% of their gross income towards rents, and the small amount of housing stock with 4 or more bedrooms (13.5% of total housing stock), the ability for large families to find affordable housing has become increasingly difficult.

Female Headed Households

According to the 2018-2023 ACS 5-year estimates, there were 3,443 female-head households living in the City. This represents approximately 14% of Lakewood's total households. Approximately 31% of the households headed by a female had children under 18 years of age. All family households, especially those headed by females, need affordable units located near schools, day care centers, and recreation facilities and services. Many households find this a severe constraint, particularly for the single parent.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Small Family Homes

Small Family Homes provide 24-hour care in the licensee's family residence for six or fewer children who are mentally disabled, developmentally disabled, or physically handicapped, and who require special care and supervision as a result of such disabilities.

Group Homes

Group Homes are facilities of any capacity and provide 24-hour non-medical care and supervision to children in a structured environment. Group Homes provide social, psychological, and behavioral programs for troubled youth.

Adult Residential Facility

Adult Residential Facilities (ARF) are facilities of any capacity that provide 24-hour non-medical care for adults ages 18 through 59, who are unable to provide for their own daily needs. Adults may be physically handicapped, developmentally disabled, and/or mentally disabled.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City will continue to support its public service providers; Human Services Association, Meals on Wheels, Pathways Volunteer Hospice and Community Family Guidance Center. Human Services Association provides congregate meals to Lakewood's senior citizens at the Weingart Senior Center, Meals on Wheels provides home delivered meals to senior citizens. Pathways Volunteer Hospice provides non-medical hospice care and services to families experiencing end of life. Community Family Guidance provides counseling to abused and neglected children.

The City will continue with the Single-Family Residential Rehabilitation Loan and Grant programs that assist owner occupied single-family homes with deteriorating structures. Using Permanent Local Housing Allocation Program Funds (PLHA), the City also began a second grant program during FY 24-25 to assist single-family homeowners with accessible modifications. Approvable improvements include grab bars installation, wheelchair ramp installation, ADA compliant shower installation, and hand rail installation.

The contract with the County of Los Angeles for the administration of its Section 8 program will continue while the City continues to financially support Fair Housing services, a full-time Sheriff Deputy and a homeless services liaison to assist the continuum of care with homeless outreach. Further, the City will continue to support DASH Transportation, and Dial-A-Ride supportive services.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Lakewood is not part of a consortia.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Governmental constraints are defined as government decisions or actions that have the unintended potential to impede the market's ability to satisfy demand for affordable housing. Categories of governmental constraints may include appropriately zoned land, zoning ordinances, and the availability of infrastructure. Each of these is listed below:

- Land Use Controls
- Development Standards
- Building Codes, Permits, and Processing Procedures
- Development Fees and Exactions
- Constraints Due to Limitations of Public Facilities, Services, and/or Infrastructure
- Constraints on Housing for Persons with Disabilities
- Other Governmental Constraint

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The ACS 2023 1-year estimates estimated a labor force for the City of Lakewood at 43,038. The labor force by definition includes the working population aged 16 and over and those wishing to work. There were an estimated 2,201 persons unemployed in Lakewood, the resulting unemployment rate was 3.5%. This rate was lower than the 5.6% witnessed during 2015 and more than the unemployment rates from 1980 and 1990.

Unemployment in Lakewood has historically been lower than the region and the nation. According to the U.S. Census 2013-2017 ACS 5-Year Estimates, Lakewood's 2017 unemployment rate reached 3.9% compared to 4.3% for the County, 4.2% for the State and 3.6% for the nation. The stability of the population and labor force is an important factor in keeping the local unemployment rate low.

Table 39 shows the number of businesses by sector in Lakewood based on ACS Survey 2016-2020. The table shows the largest sector is in education and health care services, followed by arts, entertainment and accommodation occupations.

The state of the economy and its effect on employment and job growth plays a significant role in housing demand, housing costs, and vacancy rates. During the post housing bubble recession, the median home price of homes dropped in Lakewood, and the vacancy rate increased. As the economy recovered employment increased which will improve the City's jobs/housing balance. The table also notes that in 2020 the number of jobs in Lakewood was 16,357 while there were 25,587 housing units. This indicates that Lakewood is a jobs-poor and housing-rich city.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	338	4	1	0	-1
Arts, Entertainment, Accommodations	4,762	4,547	14	27	13
Construction	1,807	456	5	3	-3
Education and Health Care Services	6,360	3,060	18	18	0
Finance, Insurance, and Real Estate	1,873	719	5	4	-1
Information	785	145	2	1	-1
Manufacturing	3,486	534	10	3	-7
Other Services	1,179	594	3	4	0
Professional, Scientific, Management Services	2,982	622	9	4	-5
Public Administration	0	0	0	0	0
Retail Trade	3,821	5,431	11	32	21
Transportation and Warehousing	2,197	112	6	1	-6
Wholesale Trade	2,231	133	6	1	-6
Total	31,821	16,357	--	--	--

Table 41 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	42,830
Civilian Employed Population 16 years and over	40,555
Unemployment Rate	5.32
Unemployment Rate for Ages 16-24	15.44
Unemployment Rate for Ages 25-65	3.78

Table 42 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	9,940
Farming, fisheries and forestry occupations	1,780
Service	4,070
Sales and office	10,320
Construction, extraction, maintenance and repair	2,550
Production, transportation and material moving	1,925

Table 43 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	19,338	52%
30-59 Minutes	13,796	37%
60 or More Minutes	4,370	12%
Total	37,504	100%

Table 44 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,070	210	965

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	6,280	565	2,315
Some college or Associate's degree	13,670	535	3,050
Bachelor's degree or higher	12,695	370	1,705

Table 38 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	45	235	180	965	1,380
9th to 12th grade, no diploma	545	385	535	950	590
High school graduate, GED, or alternative	1,785	2,330	1,995	4,845	2,960
Some college, no degree	3,330	3,060	2,780	6,115	2,535
Associate's degree	445	1,285	1,510	2,570	1,060
Bachelor's degree	955	3,050	2,915	4,440	1,870
Graduate or professional degree	20	920	1,630	1,825	645

Table 46 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	26,144
High school graduate (includes equivalency)	39,520
Some college or Associate's degree	48,954
Bachelor's degree	66,885
Graduate or professional degree	84,834

Table 39 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the Business Activity table, the major employment sector in Lakewood are sales and office services with 10,320 workers within those sectors. Lakewood has 9,940 workers within the management, business and financial sector and 4,070 within the service sector.

Describe the workforce and infrastructure needs of the business community:

In 2020, there were 42,830 members of the workforce in Lakewood. According to Table 42, more than half of Lakewood's labor force (52%) has a commute time that is less than 30 minutes, indicating that there are a number places of employment that are in close proximity to Lakewood. Approximately 357% had a commute time of 30-59 minutes. Only 12% of the workforce had a commute time of more than hour. Although the majority of the workforce enjoyed a relatively short commute, there were still a large population, (18,166) who spent more than 30 minutes commuting to work.

A comparatively small percentage of Lakewood's land is devoted to commercial and industrial uses which lends to a dependence on other communities for employment. It is in the interest of the economic health of Lakewood to maintain the existing stock of non-residential uses. As employment figures indicate, the City is housing-rich and jobs-poor.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City was recently awarded new state and federal grants that may affect job and business growth. The new state grant is Permanent Local Housing Allocation (PLHA) is an on-going annual allocation that will be used to benefit income residents and affordable housing. During FYs 2019-2022, City was awarded a total of \$1,387,300 in PLHA funds and will be used for off-site improvements for a 37 unit affordable for-sale housing development, a home accessibility grant program for low income residents and administrative costs.

The City was awarded Community Project Funds (CPF) in FY 2024 and will be used to renovate two community centers in Lakewood.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As indicated in Table 40, Educational Attainment by Employment Status, the majority of the workforce (13,670) have some college or an Associate's degree. There are 10,995 residents with a Bachelor's or Graduate degree. According to Table 41, the largest segment of the residents is in sales and office (10,320) the second largest is management and professional occupations (9,940).

The skills and education of the current workforce corresponds with Lakewood's employment opportunities as the majority of the population has some college or an associate's degree and a majority of the population is in the sales and office sector, a career type that does not necessarily require a college degree. The second largest population of the workforce has a bachelors or graduate degree and the second largest population in Lakewood is in management and professional career which typically does require a college degree.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Southeast Los Angeles County Workforce Investment Board (SELACO WIB) and the Greater Lakewood Chamber of Commerce are two organizations affiliated with the City that provide workforce training initiatives for residents of Lakewood. SELACO WIB's mission is two-fold. As a workforce development agency, they support a pool of quality job seekers in addition to promoting the growth of local businesses. SELACO WIB has a menu of specialized programs that support the needs of our job seekers and local employers. They are recognized by both the U.S. Department of Labor and the State of California as a national model for community-based workforce and employment development. SELACO WIB receives funding in the form of grants that allow them to develop new and innovative programs designed to meet the employment needs of the community.

The Greater Lakewood Chamber of Commerce supports several councils for employment. The Chamber's focus is Women in Business Council, Homebased Business Council, and a Veteran's Home Based business council. The Homebased business councils provide training for start up businesses. These efforts support the Consolidated Plan by facilitating networking through meetings, referrals and leads, workshops, job training, and assistance.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Lakewood is a member of Gateway Cities Council of Governments (COG). COG has implemented Comprehensive Economic Development Strategy (CEDS) in 2015. CEDS is a strategy designed to foster job creation and diversify the economic base of the Gateway Cities Region. The following principles guided the development the development of the Gateway Cities Region's vision and goals:

1. Seek regional collaboration to address chronic and complex problems that transcend municipal boundaries
 - a. Develop synergies by increasing coordination and reducing duplication of resources
 - b. Pursue innovative public-private partnerships
 - c. Leverage public funds
2. Target investments in hard and soft infrastructure to reduce disparities in transportation (highways/public transit), education, health care, etc.
3. Enhance focus on education, technical/soft skills training, career pathways for youth and retrain dislocated adult workers
4. Invest in the information and communication technology across industry sectors

5. Capitalize on industry sectors that exhibit regional specialization such as manufacturing, transportation and logistics, wholesale trade, and emerging sector such as health care
6. Streamline processes to retain and attract new businesses
7. Promote entrepreneurship and innovation by facilitation access to capital

Discussion

As mentioned above, SELACO WIB and the Greater Lakewood Chamber of Commerce are two organizations affiliated with the City of Lakewood that provide workforce training initiatives for residents of Lakewood. SELACO WIB's mission is two-fold. As a workforce development agency, they support a pool of quality job seekers in addition to promoting the growth of local businesses. SELACO WIB has a menu of specialized programs that support the needs of our job seekers and local employers. They are recognized by both the U.S. Department of Labor and the State of California as a national model for community-based workforce and employment development. SELACO WIB receives funding in the form of grants that allow them to develop new and innovative programs designed to meet the employment needs of the community.

The Greater Lakewood Chamber of Commerce supports several councils for employment. The Chamber's focus is Women in Business Council, Homebased Business Council, and a Veteran's Home Based business council. The Homebased business councils provide training for start-up businesses. These efforts support the Consolidated Plan by facilitating networking through meetings, referrals and leads, workshops, job training, and assistance.

The City of Lakewood, in partnership with Paramount Unified School District, provide the opportunity for high school students to participate in an internship with the City of Lakewood to gain real life experience in a career setting. In the spring of 2017, the Paramount Unified School District launched an ambitious undertaking: to reimagine high school. The High School Promise Initiative sparked a commitment to prepare scholars for the demands and opportunities of college, career, and life in the 21st century. In a mock setting, participating students apply for a position with the City, go through a mock interview with City staff, and volunteer their time learning about aspects of the work they are interested in pursuing.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

A concentration of housing problems refers to a situation where a specific geographic area experiences a significantly higher number of housing issues compared to other regions, often including factors like high housing costs, limited availability of affordable housing, overcrowding, poor housing quality, and homelessness, typically concentrated in certain neighborhoods or cities within a larger area; this can be driven by factors like limited land supply, high demand, restrictive zoning laws, and economic disparities.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of the Consolidated Plan, the City defines an area of minority concentration as a census tract in which there exists a greater proportion of total households than the County average, while a high concentration is defined as a proportion of more than twice the County average.

The City has very few census tracts where minority populations are more than twice the county average, however, census tracts located in the eastern portion of the City tend to have higher concentrations of minorities than the City as a whole.

What are the characteristics of the market in these areas/neighborhoods?

The characteristics in many of these neighborhoods are multiple-family residential dwelling units and an aging population.

There are a number of barriers for residents in these areas. With higher numbers of low- and moderate- income and minority households, there are often disproportionate housing problems such as overcrowding and cost burden.

Are there any community assets in these areas/neighborhoods?

Community assets include City Parks, Community Centers, public schools, access to transit, and commercial centers.

Are there other strategic opportunities in any of these areas?

There are other strategic opportunities in these areas. All areas have access to Long Beach Transit public transportation which provides transportation to community facilities. Other forms of public transportation include Metropolitan Transportation Authority and Orange County Transportation Authority.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to 2019-2023 5-year ACS estimates, 96.7% of people in the City of Lakewood have a desktop computer or laptop. Additionally, 93.6% of people have broadband internet. However, there are disparities in access to paid broadband internet in residents' homes within the City. Nearly 6% of Lakewood residents live in poverty. This suggests a greater need for internet services that are affordable to low-income families at home.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The City of Lakewood has multiple internet service providers including: Spectrum, AT&T fiber, Frontier, Viasat, T-Mobile, Starlink, XNET WiFi and HughesNet. Competition ensures there are a variety of options that meet internet and affordability needs. However, subscriptions to broadband internet services can still be unaffordable to lower-income households.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City of Lakewood is subject to a wide range of natural hazards caused by climate change, including: floods, dam failures, windstorms, and higher temperatures.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The vulnerability to these risks of housing occupied by low and moderate income households is of great concern. Upkeep on housing occupied by low and moderate income housing due to lack of funds can leave a structure vulnerable to damage caused by windstorms and fire. Higher temperatures can also lead to higher risk of fires. A low income resident may not be able to afford adequate insurance to make repairs from flood or fire damage.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Lakewood has prepared a strategy for addressing the housing and community development needs described in the Consolidated Plan during the next five years. By law, the strategy must be designed to achieve the following, principally for low and moderate-income households:

- Provide decent housing;
- Promote a suitable living environment; and
- Expand economic opportunities.

The plan must also address:

- Elimination of slums and blight.
- Elimination of conditions which are detrimental to health, safety, and public welfare.
- Conservation and expansion of housing stock.
- Expansion and improvement of the quantity and quality of community services.
- Better utilization of land and other natural resources.
- Reduction of the isolation of income groups within communities/ geographical areas.
- Alleviation of physically and economically distressed areas.

Lakewood's Housing and Community Development Strategy includes the goals, policies, and quantified objectives of the community and the City's Housing Element as well as other Lakewood planning and policy documents. The goals and objectives established therein and in the Consolidated Plan provide a practical and workable framework in which the Planning and Environment Commission and the City Council may take action and affect the housing and neighborhood conditions of the community.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 48 - Geographic Priority Areas

1	Area Name	555001, Block Group 2
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Del Amo Boulevard, north of Centralia Street, east of the San Gabriel Freeway and west of Roseton Avenue
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential properties in to code compliance
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
2	Area Name	555001, Block Group 3
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of 205 th Street, north of Centralia Street, east of Roseton Avenue and west of Pioneer Boulevard
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include small neighborhood commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
3	Area Name	555002, Block Group 1
	Area Type	Local Target Area
	Revital Type	Code Enforcement

	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Centralia Street, north of Carson Street, east of the San Gabriel Freeway and west of Pioneer Boulevard
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include small neighborhood commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
4	Area Name	555002, Block Group 2
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Centralia Street, north of Carson Street, east of the San Gabriel River and west of the San Gabriel River freeway.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include small neighborhood commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
5	Area Name	555105, Block Group 1
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of 207th Street, north and west of the City of Hawaiian Gardens and east Pioneer Boulevard.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include small neighborhood commercial centers.

	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
6	Area Name	555105, Block Group 2
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of 207th Street, north of Centralia Street and the City of Hawaiian Gardens, east Elaine Avenue and west of Norwalk Boulevard
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include small neighborhood commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
7	Area Name	555107, Block Group 3
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Centralia Street, north and east of City of Hawaiian Gardens and west of City of Cypress and Orange County line.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include small neighborhood commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.

	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
8	Area Name	570001, Block Group 3
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Allington Street, north of South Street, east of Bellflower Boulevard and west of Woodruff Avenue.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include a small neighborhood commercial center and medium sized commercial center.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
9	Area Name	570001, Block Group 4
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	North of Allington Street, south of the City of Bellflower, east of Bellflower Boulevard and west of Woodruff Avenue
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family residential properties and multi-family units. Commercial characteristics include nursery under an Edison easement.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential properties in to code compliance
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
10	Area Name	570003, Block Group 2
	Area Type	Local Target Area

	Revital Type	Code Enforcement
	Revital Description	Residential Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Ashworth Street, north of South Street, east of Lakewood Boulevard and west of Clark Avenue
	Include Specific Housing and Commercial Characteristics of this Target Area	Single-family residential properties
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential properties in to code compliance
	What are the Barriers to Improvement to this Target Area?	Funding and property owner compliance.
11	Area Name	570701, Block Group 2
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	Generally south of Candlewood Street with a small portion north of Candlewood Street and south of Camerino Street, north of Del Amo Boulevard, east of Barlin Avenue and west of Lakewood Boulevard
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family and multi-family residential properties and small and large commercial centers
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
12	Area Name	570800, Block Group 2
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Candlewood Street, north of Del Amo Boulevard, east of Fidler Avenue and west of Clark Avenue.

	Include Specific Housing and Commercial Characteristics of this Target Area	Mainly single-family residential with small commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
13	Area Name	570800, Block Group 5
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Michaelson Street, north of Del Amo Boulevard, east of Lakewood Boulevard and west of Clark Avenue
	Include Specific Housing and Commercial Characteristics of this Target Area	Single-family residential homes and a large commercial center.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
13	Area Name	570902, Block Group 1
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of South Street, north of Dashwood Street, east of Dunrobin and west of Woodruff Avenue.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mainly single-family residential with a large commercial center.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.

	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
14	Area Name	570902, Block Group 3
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of South Street, north of Hardwick Street, east of Bellflower Boulevard and west of Dunrobin Avenue.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mainly single-family residential with a small commercial center.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.
15	Area Name	571000, Block Group 2
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Fairman Street, north of Carson Street, east of Shadeway Road and west of the San Gabriel River.
	Include Specific Housing and Commercial Characteristics of this Target Area	Mainly single-family residential with small commercial centers.
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.

16	Area Name	571300, Block Group 4
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	South of Del Amo Boulevard, north of Arbor Road, east of Downey Avenue and west of Hayter Avenue
	Include Specific Housing and Commercial Characteristics of this Target Area	Single-family residential properties
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential properties in to code compliance
	What are the Barriers to Improvement to this Target Area?	Funding and property owner compliance.
17	Area Name	571400, Block Group 1
	Area Type	Local Target Area
	Revital Type	Code Enforcement
	Revital Description	Residential and Commercial Property Code Compliance
	Identify the Neighborhood Boundaries for this Target Area	Southwest corner of Lakewood, straddling Carson Street, south of Greentop Street, north of Long Beach Municipal Airport, east and west of City of Long Beach
	Include Specific Housing and Commercial Characteristics of this Target Area	Mix of single-family and multi-family residential properties and small and large commercial centers
	How did your Consultation and Citizen Participation Process Help you Identify this Neighborhood as a Target Area?	The City did not receive citizen input at its community meeting, however, this neighborhood receives many service requests for assistance from Code Enforcement officers.
	Identify the Needs of this Target Area	Property maintenance and code compliance.
	What are the Opportunities for Improvement in this Target Area?	Bring residential and commercial properties in to code compliance.
	What are the Barriers to Improvement to this Target Area?	Funding and property owner / landlord compliance.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 49 – Priority Needs Summary

1	Priority Need Name	Housing Preservation and Improvement
	Priority Level	High
	Population	Extremely Low, Low Large Families, Families with Children Elderly, Frail Elderly Persons with Physical Disabilities
	Geographic Areas Affected	City wide
	Associated Goals	Housing Preservation and Improvement
	Description	Preservation and rehabilitation of existing housing is essential to meeting the housing needs of the community. The Needs Assessment section of this Consolidated Plan identified a considerable need for residential rehabilitation, property maintenance, and code enforcement, based on the age of the City's housing stock. Maintenance and improvement help preserve and protect homes while providing decent and suitable living environments. When housing stock is maintained rather than replaced through neglect, construction efforts can be targeted at new housing projects that increase housing stock.
	Basis for Relative Priority	The City offers a Single-Family Rehabilitation Loan and Grant Program to low income residents. These programs are designed to assist residents to age in place and maintain a suitable housing stock.
2	Priority Need Name	Housing Development
	Priority Level	High
	Population	Extremely Low, Low, Moderate Large Families, Families with Children Elderly Individuals Veterans
	Geographic Areas Affected	Census Tract 555001, Block Group 3
	Associated Goals	Housing Development
	Description	Development of new housing on sites suitable for residential use to expand the supply and choice of units for extremely low to moderate income households.
	Basis for Relative Priority	The City has negotiated with an affordable housing developer to develop 37 for sale housing units in exchange for nine Housing Successor Agency sites.

3	Priority Need Name	Housing Assistance
	Priority Level	Low
	Population	Extremely Low, Low, Moderate Income Large Families, Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse, Persons with Alcohol or Other Addictions Veterans Persons with HIV/AIDS, Persons with HIV/AIDS and their Families Victims of Domestic Violence Unaccompanied Youth Persons with Mental Disabilities, Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	City wide
	Associated Goals	Housing Assistance
	Description	Assistance to extremely low to moderate income households with special needs.
	Basis for Relative Priority	The City partners with PATH, LAHSA and HACOLA who provide services and housing assistance. The City has secured an affordable housing covenant with Su Casa through December of 2063. Su Casa offers transitional housing for to up to 16 residents who are victims of domestic violence for up to one year. Su Casa provides facilitates residents' ability to adapt to independent living and break the cycle of abuse. The City has provided funding for Su Casa operations in the past.
4	Priority Need Name	Equal Housing Opportunity
	Priority Level	High
	Population	Extremely Low, Low, Moderate Income Large Families, Families with Children Elderly, Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City wide

	Associated Goals	Equal Housing Opportunity
	Description	All housing in the City will be available equally to all persons without restrictions based on race, color, ethnicity, national origin, religion, sex, marital status, disability, or familial status.
	Basis for Relative Priority	The demand for Fair Housing services in the City of Lakewood is high. During FY 2023-2024, Lakewood's Fair Housing consultant served 356 individuals and 242 households. Services include discrimination, tenant landlord problems and predatory lending issues. This service is a high priority for Lakewood residents.
5	Priority Need Name	Improve Community Facilities
	Priority Level	High
	Population	Extremely Low, Low, Moderate Income Large Families, Families with Children Elderly, Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Census Tract 570701, Block Group 2
	Associated Goals	Improve and Provide Community Facilities
	Description	Make necessary infrastructure improvements to serve extremely low to moderate income persons and senior citizens.
	Basis for Relative Priority	Lakewood's community facilities are in need of modernization, ADA upgrades, maintenance and repairs due to their age. Lakewood's community centers are a vital part of Lakewood's community as evidenced by the many activities that take place in the facilities.
6	Priority Need Name	Provide Community Services
	Priority Level	High

	Population	Extremely Low, Low, Moderate Income Large Families, Families with Children Elderly, Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Mentally Ill Chronic Substance Abuse Veterans Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	City Wide
	Associated Goals	Provide Community Services
	Description	Assist the community by providing services including counseling, meals, and hospice care as well as educating residents on services provided.
	Basis for Relative Priority	The City of Lakewood has an aging population in need of services to assist them in remaining in their homes.
7	Priority Need Name	Assistance to Continuum of Care
	Priority Level	High
	Population	Extremely Low, Low, Moderate Income Large Families, Families with Children Elderly, Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Mentally Ill Chronic Substance Abuse Veterans Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	City Wide

	Associated Goals	Provide assistance to the Continuum of Care
	Description	Provide support services to homeless persons in need. Support services include emergency food, referrals to qualified social service providers and transportation to their facilities, and use of the telephone when persons are calling for assistance.
	Basis for Relative Priority	Homeless services are critical to the community. The number of homeless persons in 2024 Lakewood has 36 and 5,899 in SPA 7.
8	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low, Low, Moderate, Middle Income Non-housing Community Development
	Geographic Areas Affected	Commercially zoned land
	Associated Goals	Economic Development
	Description	Promote economic revitalization and development opportunities. Develop and promote a Façade and Landscape Improvement Program to CDBG Entitlement Areas located in the City of Lakewood. Provide potential and new businesses with welcome kit equipped with information on navigating the City for services and protocols.
	Basis for Relative Priority	Through the State's tax revenue take-away and tax dollar loss through internet sales of approximately \$3,000,000.00 annually, the City is operating in the red and services provided to the community will be compromised. Economic development is a crucial priority of the City to maintain service and a healthy community.
9	Priority Need Name	Urgency Needs
	Priority Level	High
	Population	Extremely Low, Low, Moderate, Middle income Large Families, Families with Children Elderly, Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	City wide

	Associated Goals	Urgency Needs
	Description	To prevent, prepare for, and respond to Federal, State or Locally declared emergencies, disasters or crisis.
	Basis for Relative Priority	Prompted by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), this priority allows the disbursement of CDBG funds during a Federal, State or Locally declared emergencies, disasters or crisis.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Lakewood is comprised of 26,665 households. Of those households, 9,239 households or 34.6% are overpaying. Of those households that are overpaying, 13.9% (3,719) are renters. Given the composition of Lakewood’s zoning, the majority of land is dedicated to single-family residential, the number of renters overpaying for housing is high. Most families who are overpaying for housing are also overcrowded (more than 1 occupant per room). Approximately 75% of Lakewood’s extremely-low income households experience overpaying and overcrowding dedicated to single-family residential, the number of renters overpaying for housing is high. Most families who are overpaying for housing are also overcrowded (more than 1 occupant per room). Approximately 75% of Lakewood’s extremely-low income households experience overpaying and overcrowding.
TBRA for Non-Homeless Special Needs	There are approximately 8,674 disabled residents in the City of Lakewood. Age is a factor in the likelihood of having a disability. Persons over the age of 75 have the highest percentage of disabilities (52.8%).
New Unit Production	Lakewood has a vacancy rate of approximately 3% which creates competition for housing and driving the cost of rents up. Alleviating some of the cost burden for new unit construction provides housing for extremely low to moderate income families and helps alleviate competition by adding more units to the market.
Rehabilitation	Although the majority (54.1%) of Lakewood’s housing stock was built between 1950 and 1959, the housing stock is in good condition. Providing deferred, no interest loans and grants to Lakewood residents who qualify for this CDBG funded service has certainly attributed to quality of Lakewood’s housing stock. The Rehabilitation Loan pays for upgrades such as roofing, windows, plumbing, and electrical. The Fix-Up Paint-Up grant pays for exterior painting and other minor exterior repair and maintenance. The City began a new Accessible Modification grant during FY 2024-2025. This grant assists low income home owners to upgrade this single-family dwellings with ADA compliant renovations.
Acquisition, including preservation	Under the former Redevelopment Agency, the City acquired scattered lots throughout the City with the intention of combining lots that are adjacent to one another to create a larger lot and thereby increasing density to provide more affordable housing. The City granted 9 lots to an affordable housing developer in July of 2024 in exchange for the development of 37 affordable for-sale townhomes. Construction is expected to begin in 2025.

Table 50 – Influence of Market Conditions

SP-35 Anticipated Resources – 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	FED	-Administration and Planning -Economic Development -Rehabilitation -Code Enforcement -Public Improvements -Public Services	\$460,105	\$9,000	\$450,000	\$919,105	\$0	

Table 51 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will use CDBG funds to leverage funds from other sources for the Weingart Senior Center Improvement Project, including:

- State funds from the Department of Parks and Recreation
- State funds from the Department of Aging
- Other Federal funds.

Additionally, the City partners with a private waste disposal company to offer an annual Neighborhood Clean-Up Program that is operated through the City's Code Enforcement program. The program provides assistance to tenants and property owners in disposing of unsightly and unwanted debris in neighborhoods identified as needing assistance. Each year a total of six clean-up events are scheduled and each event has three 40-yard roll-off bins or more available to the residents in the vicinity of the bin. Neighborhood residents are notified of the event date and community volunteer assistance is provided. The private waste disposal company donates the bins for this yearly event saving the City \$9,111.96 in rental fees.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Lakewood's City facilities that are used to address the needs identified in the plan includes the Weingart Senior Center and Burns Community Center. Both facilities serve Lakewood's senior population. The Weingart Senior Center hosts a wide variety of services for Lakewood's 50 plus population. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. Burns Community Center provides many services, including Meals on Wheels, senior exercise programs, Continuum of Care, and Mothers At Work, a day care operation.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Community Family Guidance Center	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Meals on Wheels of Long Beach	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Human Services Association	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Pathways Volunteer Hospice	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
LAHSA	Government	Homelessness	Region
PATH (People Assisting the Homeless)	Non-profit organizations	Homelessness	Region
Housing Authority of the County of Los Angeles (HACoLA)	Government	Homelessness	Region
Gateway Cities Council of Government	Government	Homelessness	Region

Table 52 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City benefits from strong non-profit organizations that provide excellent services to Lakewood's low income residents and aging population. Community Family Guidance provides counseling services to children. Lakewood Meals on Wheels provides home delivered meals to Lakewood's senior population. Human Services Association provides congregate meals to Lakewood's senior population. Pathways Volunteer Hospice provides non-medical services to for those facing end of life conditions. The City contracts with a Fair Housing consultant to provide fair housing services to its residents.

The City partners with LAHSA and PATH (People Assisting the Homeless) to provide homeless services, shelter and ultimately housing for persons experiencing homelessness in Lakewood. The gap in this institutional delivery system include available funding and land to provide shelter, services and affordable housing.

To remedy these gaps, the City of Lakewood began a contract with a homeless service liaison. This person connects homeless persons to shelters. Additionally, Lakewood routinely inventories its existing dwelling units to evaluate the potential for residential growth. Existing properties are analyzed by zone designation to determine the maximum number of units that could be constructed, despite the development standards for each respective zone. Currently, all residential properties can accommodate affordable housing. Properties in the M-F-R zone have the greatest potential for the development of new dwellings. Such units may be the result of building on vacant land or by recycling underutilized M-F-R parcels. An example of this is the development of four vacant sites that are slated for the development 37 affordable for sale housing units.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance			
Mortgage Assistance			
Rental Assistance			
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics		X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse		X	
Child Care	X		
Education		X	
Employment and Employment Training		X	
Healthcare		X	
HIV/AIDS		X	
Life Skills		X	
Mental Health Counseling		X	
Transportation		X	
Other			
Other		X	

Table 53 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City is located within Service Planning Area (SPA) 7, a division within Los Angeles County designated by LAHSA to target the specific needs of the homeless in the community. City staff attends regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. The City along with LAHSA conduct an annual Point-In-Time Homeless Count (count). The official numbers from the count in January 2024 are 66 persons experiencing homelessness within the City of Lakewood.

Services are provided to people experiencing homelessness in Lakewood by multiple non-profit agencies, which include PATH, LAHSA Jovenes, Salvation Army and Pacific Clinic. Services begin with outreach and continue until a person is permanently housed and supportive services are in place. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs. Agencies focus on decreasing the barriers to housing and include:

- Providing **Basic Needs** such as: clothing, hygiene products and showers and transportation.
- Assistance **obtaining documents** necessary for housing i.e. social security card, picture identification, DD214, proof of income, disability verification etc.
- **Emergency and temporary housing** via SPA 7 facilities and motel placements.
- **Liaison and referral** to subsidy providers that include: Los Angeles Homeless Services Authority, Veteran's Administration, Department of Mental Health and non-profit providers like PATH Ventures.
- **Access** to medical and mental health, substance addiction treatment services, and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA.
- **Benefit establishment assistance** for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran's Administration.
- **Referral** to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board.
- **Housing** location and re-location and rapid re-housing assistance.

Once a person is permanently housed, support services can continue until the individual can successfully maintain housing:

- **Household** set up assistance
- **Case management**, including prevention assistance to maintain housing
- **Home** visits
- **Linkage** to mainstream support services

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The limited availability of land and public funding sources for affordable housing construction represent the major gaps in Lakewood's housing delivery system. Generally, affordable housing construction requires suitable land and some form of financial incentive and/or government subsidy. To remedy these gaps, the City of Lakewood routinely inventories its existing dwelling units to evaluate the potential for residential growth.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will continue to work with developers and non-profit groups in the development of affordable housing projects and will continue to seek state and federal funds and other similar financial incentives, when available, to facilitate the construction of affordable housing projects.

The City will engage in the following activities to enhance its coordination with other agencies:

- The City will continue to coordinate with Los Angeles County and other social service providers to provide needed housing and community services for its residents.
- The City will encourage the cooperation and participation of property owners, public agencies, and community organizations with the planning of programs or projects and in their implementation to promote community development and address the needs of Lakewood's residents.
- The City will encourage private sector investments in Lakewood

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation and Improvement	2025	2029	Non-Homeless Special Needs	City Wide	Housing Preservation and Improvement	State CDBG	Homeowner Housing Rehabilitated: 100 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 1250 Household Housing Unit
2	Housing Development	2025	2029	Affordable Housing	City Wide and Census Tract 555001	Housing Development	Private State	Rental units constructed: 1500 Household Housing Units (ADUs) Homeowner Housing Added: 37 Household Housing Units
3	Equal Housing Opportunity	2025	2029	Affordable Housing Non-Homeless Special Needs	City Wide	Equal Housing Opportunity	CDBG	Public service activities for a Fair Housing Program Low/Moderate Income Housing Benefit : 1250 Households Assisted
4	Improve and Provide Community Facilities	2025	2029	Non-Housing Community Development	City Wide and Census Tracts 570701 and 555105	Improve and Provide Community Facilities	CDBG State Other Fed Local	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
5	Provide Community Services	2025	2029	Non-Housing Community Development	City Wide	Provide Community Services	CDBG	Public service activities other than Low/Moderate Income Housing Benefit: 1500 Persons Assisted
6	Provide Assistance to Continuum of Care	2025	2029	Homeless	City Wide	Continuum of Care	Local	Homelessness Prevention: 200 Persons Assisted
7	Economic Development	2025	2029	Non-Housing Community Development	Commercial zones	Economic Development	Local	Develop and promote Façade and Landscape Improvement Program. Provide guidance to business owners
8	Urgency Needs	2025	2029	Non-Housing Community Development	City Wide	Urgency Needs	CDBG	Prepare and respond to local, state and federal declared emergencies.

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Preservation and Improvement
	Goal Description	The City will provide funding to the Single-Family Residential Rehabilitation Loan, Fix-Up, Paint-Up Grant and Accessible Modification Grant programs to assist Low/Moderate income persons. The intended outcome will be the provision of a Suitable Living Environment (SLE) and Availability/Accessibility. The quantifiable FY goal is to provide 10 Residential Rehabilitation Loans (\$35,000/each), 6 Fix-Up, Paint-Up Grants (up to \$10,000/per property but not more than \$50,000 total annually) and four Accessible Modification Grants. The City will provide CDBG funds for Lakewood's Code Enforcement program. The quantifiable five-year goal is to assist 1,500 households (300 persons annually).
2	Goal Name	Housing Development
	Goal Description	Development of up to 37 new affordable housing units on four sites, formerly Housing Successor Agency sites, suitable for residential use to expand the supply and choice of units for low income families. Approve 1,500 ADUs, approximately 300 annually.
3	Goal Name	Housing Assistance
	Goal Description	Assistance to low income households with special needs.
4	Goal Name	Equal Housing Opportunity
	Goal Description	The City will provide funding to the Fair Housing Consultants to administer a fair housing complaint intake, enforcement, education, and outreach program. The intended outcome will be the provision of Decent Housing (DH) Availability/Accessibility. The quantifiable five-year goal is to assist 1,250 households (250 persons annually)
5	Goal Name	Improve and Provide Community Facilities
	Goal Description	Provides necessary costs associated with modernizing facilities, including ADA upgrades, repairs and maintenance.
6	Goal Name	Provide Community Services
	Goal Description	The City will provide funding to subrecipients to provide services to the residents of Lakewood. Services include home delivered and congregate meals for senior citizens, counseling services to emotionally disturbed and abused children, and non-medical hospice services to individuals facing end of life illnesses.

7	Goal Name	Provide Assistance to Continuum of Care
	Goal Description	Attend regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. Provide information and referral to social service agencies, emergency food, assistance for transportation and use of the telephone to homeless individuals and families at the Burns Community Center. Through Lakewood's Homeless Services Liaison, conduct outreach, provide case management, link individuals and families to mainstream resources including: medical, mental health, employment, veteran's benefits and income supports, and ultimately permanently house people and link with move in assistance programs.
8	Goal Name	Economic Development
	Goal Description	The City will concentrate efforts to develop economic opportunities in the City.
9	Goal Name	Urgency Needs
	Goal Description	Provide assistance to prevent, prepare for, and respond to Federal, State or Locally declared emergencies, disasters or crisis.

Table 55 – Strategic Plan Goals Description

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Lakewood is home to three large developments offering a total of 327 affordable units reserved for seniors. Additionally, the City has completed three smaller scale affordable housing projects offering 5 units. Lastly, the City has successfully negotiated with an affordable housing developer who will be constructing 37 for-sale units. Construction is expected to begin December 2025.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Lakewood does not have public housing units located within City limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Activities to Increase Resident Involvements

The City of Lakewood does not have public housing units located within City limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Is the public housing agency designated as troubled under 24 CFR part 902?

The City of Lakewood does not have public housing units located within City limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Plan to remove the ‘troubled’ designation

The City of Lakewood does not have public housing units located within City limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Governmental constraints are defined as government decisions or actions that have the unintended potential to impede the market's ability to satisfy demand for affordable housing. Categories of governmental constraints may include appropriately zoned land, zoning ordinances, and the availability of infrastructure. Each of these is listed below:

- Land Use Controls
- Development Standards
- Building Codes, Permits, and Processing Procedures
- Development Fees and Exactions
- Constraints Due to Limitations of Public Facilities, Services, and/or Infrastructure
- Constraints on Housing for Persons with Disabilities
- Other Governmental Constraint

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Since 1989, Lakewood has demonstrated a willingness to encourage housing development of all types. The City has approved several zone changes to allow the construction of housing including General Commercial (C-4) to Multiple Family Residential (M-F-R) to allow for the building of a 201-unit senior citizen apartment complex in 1989, Light Manufacturing (M-1) to Planned Development Single Family (PDSF), to allow for the building of 184 single family residences in 1994, Open Space (O-S) to MFR, to allow for the building of a 85-unit senior citizen apartment complex in 1996, C-4 to MFR, to allow for the conversion of a motel into apartments in 1999, Intermediate Commercial (C-3) to PDSF to allow a 20 unit single-family residential project in 2003, C-4 to M-F-R in 2014 allowing an existing apartment complex to expand by adding 22 additional apartments, O-S to M-F-R to allow a three-unit condominium project in 2015, and Code amendments to allow for development of a variety of housing types, including those that benefit low and moderate income people. The City makes an effort to fast track projects and process permits in a timely manner. The City intends to maintain its current posture of openness and willingness to consider new ideas and eliminate any regulatory barriers under its control in the provision of a variety of housing to meet the needs of all income groups.

During 2018, the City amended its zoning ordinance to allow the construction of ADUs in Single-Family Residential (R-1) zoned properties, as mandated by State Law. The California Government Code provides that ADUs facilitate and expedite the construction of affordable housing; they provide housing for family members, students, the elderly, in-home health providers, the disabled, and others at below market prices within existing neighborhoods; they may add income and an increased sense of security to homeowners; they will provide additional rental housing stock; they offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; and

they are an essential component of California's housing supply. The ordinance is consistent with current state law and establishes local control of the regulations related to ADUs.

The City will continue to work cooperatively within existing legislatively mandated constraints to develop or encourage public policies that foster affordable housing development and assistance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Lakewood participates in the Los Angeles Continuum of Care to address the needs of the homeless in a continuum of care model. This model includes the following components: outreach intake assessment, emergency shelter, transitional housing, permanent supportive housing, and employment support services.

Addressing the emergency and transitional housing needs of homeless persons

In February 2012, the City amended the Zoning Ordinance to permit emergency shelters by right in the M-2 zone. This is to comply with State law (SB2) requiring that a zone be identified to permit emergency shelters by right. This was also identified as a program in the certified Housing Element.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Gateway Cities Council of Governments COG program and the SPA 7 Coordinated Entry System provide services to those experiencing homelessness in Lakewood. Services are aimed at reducing homelessness through coordination with Lakewood's human service providers, COG outreach, case management and linkages to permanent housing placement.

Services begin with outreach and continue up to 6 months after a person is permanently housed. Activities in the outreach phase are focused on decreasing the barriers to housing and include: Housing location and re-location assistance, move in assistance, assistance with subsidy and lease compliance i.e. annual reviews, inspections, income reporting, and community Re-integration activities surrounding good neighbor policies, support groups in the area, age related services like senior centers, community class offerings and social events.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

In Lakewood, some of the most "at risk" of homeless are the low income households that pay more than 30 percent of their income on housing expenses. Any disruption to their income, such as the loss of employment, a rent increase, or medical expenses, could impair their ability to pay for housing.

The at-risk population also includes persons who are in danger of residing in shelters or being unsheltered. This is due primarily to the lack of permanent housing and the absence of an adequate support network, such as parental family or relatives in which whose homes they could temporarily reside. These individuals, especially those being released from the penal, mental, or substance abuse facilities, and some foster homes require a variety of services including counseling, rental assistance and job training to help them make a positive transition into society.

Section 8 Housing Choice Voucher Program was voluntarily transferred to the Housing Authority of the County of Los Angeles (HACoLA) as of July 1, 2011. Residents on the program's waiting list who are seeking Section 8 Housing Assistance are still given priority over non-residents, even though affordable housing within the city limits is difficult to find. New potential participants who are not currently on the waiting list are referred to the HACoLA for further assistance.

The Assistance Directory at the Burns Community Center enables staff to assist the low-income individuals and families, especially extremely low-income individuals and families, who are likely to become homeless or who are receiving assistance from public or private agencies to address housing, health, social services, employment, education or youth needs.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

To reduce lead-based paint hazard in Lakewood, the City will continue to disseminate information and monitor the lead-poisoning data provided by the County. In addition, the City's Residential Rehabilitation Program will provide funding to low and moderate-income households in making necessary improvements and correcting code violations. Finally, the City will continue to attend HUD training on lead based paint reduction requirements and continue to evaluate City programs to address lead hazards.

How are the actions listed above related to the extent of lead poisoning and hazards?

The housing stock in Lakewood is relatively old—the majority (over 90%) of the housing stock was built before 1979. Out of the 90%, there are an estimated 2,600 low and moderate income households that may be at risk for lead exposure.

The Los Angeles County Department of Public Health, Child Lead Poisoning Prevention Program, receives funds for various educational and outreach activities regarding lead-based hazards and abatement. The Community Development Department will coordinate with the County to ensure information and resources are available to the community.

How are the actions listed above integrated into housing policies and procedures?

Lakewood's Community Conservation Program, Code Enforcement, and Residential Rehabilitation Program have literature available relative to lead-based paint hazard. Part of the City's strategy is to increase awareness of the dangers of lead-based paint and encourage the community to obtain screening. The City coordinates with the County Childhood Lead Poisoning Prevention Program and County Environmental Health Inspectors for information, abatement, and follow-up.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

A fundamental way to reduce poverty is through job creation and enhancement. There are a number of local, state and Federal programs that focus on job creation and retention. The most notable is the State of California's welfare reform plan, known as CalWORKS. CalWORKS is designed to move welfare recipients from dependency to self-sufficiency through employment and to divert potential recipients from dependency. Job related education and training are provided through the County of Los Angeles, Department of Public Social Services.

The County's Department of Public Social Services also administers various programs that provide cash aid and other benefits and services to individuals and families in need. These programs are designed to alleviate hardship and promote family health, personal responsibility, and economic independence. According to the County, the majority of persons who seek these programs are primarily in need of medical assistance and in-home support services.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City of Lakewood will also continue to work with the Los Angeles County Housing Authority to encourage full participation in the Family Self-Sufficiency Program (FSS). The National Affordable Housing Act amended the US Housing Act of 1937 to add this program. Under this Act, housing authorities that receive Section 8 vouchers during federal fiscal year 1993 and thereafter must operate a Family Self-Sufficiency Program. The program is intended to assist families in gaining financial self-sufficiency through participation in employment training programs. The trainings help persons develop job skills, further their education, receive their high school diploma, and/or improve their literacy to enable them to become more employable.

The City will continue to coordinate efforts with public and private organizations providing economic development and job training opportunities. Some of these are summarized as follows:

- Southeast Los Angeles County Workforce Investment Board
- California Trade and Commerce Agency- Team California
- California Employment Development Department
- Los Angeles County Regional Occupation Program (ROP)

In addition, as described in the housing priorities, the City will continue with efforts to preserve, rehabilitate, and expand affordable housing. Maintaining and expanding affordable housing improves the quality of housing and neighborhood involvement, particularly for households in poverty. Programs include the Residential Rehabilitation Program and Section 8 Housing Choice Voucher Program.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Consolidated Plan provides the City with a number of benchmarks for measuring its progress toward the five-year goals. The Annual Action Plan is developed with this progress in mind, with quantifiable objectives and measurable outcomes for each of the proposed activities to adequately assess the City's Housing and Community Development accomplishments.

The City follows the monitoring requirements for the use of federal funds as established by HUD. The Community Development Department tracks the City's progress in implementing all of the strategies outlined in the Consolidated Plan. The lead person responsible for the Consolidated Plan preparation and yearly reporting is the Housing Specialist, under the supervision of the Neighborhood Preservation Manager and Director of Community Development.

Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications. The City notifies all sub-recipients that annual monitoring of their agency's day-to-day operations will take place to ensure compliance with all CDBG rules and regulations. The City also coordinates with the Fair Housing Consultant in the administration of the Fair Housing Program.

The Department's loan portfolio, including loan administration and servicing functions, is managed and tracked by the Community Development Department. Loans are monitored for compliance and regulatory requirements such as affordability restrictions, maintenance requirements, and loan repayments.

In addition to this monitoring, the Community Development Department tracks housing unit production through a housing database, which identifies housing projects from concept to completion. This database provides opportunity for staff to respond to City Council and public inquiries regarding the City's progress toward its Regional Housing Needs Goals.

In September 2003, HUD issued a notice to all entitlement grantees encouraging the development and use of a local performance measurement system. This performance measurement system has two critical components - productivity and program impact. Productivity reflects the level of efficiency (quantity, quality, and pace), and program impact reflects the desired outcomes in the community or in the lives of persons assisted.

The City's performance measurement system, as requested by HUD, is modeled from the City of Los Angeles' Matrix of Goals versus Accomplishments by Priority. The matrix collects an array of data, including priority, activity, funding source and amount spent, strategy, goals, and annual and long-term accomplishments. In addition, a performance indicator for each activity is defined. These performance indicators help the City identify if goals are being met and/or if outcomes are being produced. Generally, the performance indicators relate to people, housing units, public facilities, and jobs.

The required tracking matrix will be attached to the City's Consolidated Annual Performance Evaluation Report (CAPER). The matrix is expected to yield the following outcomes over a five-year period:

- Improved quality of life for CDBG program participants and low and moderate income persons
- Maintained current property values
- Increased percentage of housing units that are standard
- Increased business sales volume

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	FED	-Administration and Planning -Economic Development -Rehabilitation -Code Enforcement -Public Improvements -Public Services	\$460,105	\$9,000	\$450,000	\$919,105	\$0	

Table 56 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the City currently does not have any plans to leverage additional funds, the City will be seeking resources from other agencies for various projects benefiting the City's low income residents. Additionally, the City partners with a private waste disposal company to offer an annual Neighborhood Clean-Up Program that is operated through the City's Code Enforcement program. The program provides assistance to tenants and property owners in disposing of unsightly and unwanted debris in neighborhoods identified as needing assistance. Each year a total of six clean-up events are scheduled and each event has three 40-yard roll-off bins or more available to the residents in the vicinity of the bin. Neighborhood residents are notified of the event date and community volunteer assistance is provided. The private waste disposal company donates the bins for this yearly event saving the City \$9,111.96 in rental fees.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Lakewood's City facilities that are used to address the needs identified in the plan includes the Weingart Senior Center and Burns Community Center. Both facilities serve Lakewood's senior population. The Weingart Senior Center hosts a wide variety of services for Lakewood's 50 plus population. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. Burns Community Center provides many services, including Meals on Wheels, senior exercise programs, Continuum of Care, and Mothers At Work, a day care operation

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Assessed	Funding	Goal Outcome Indicator
1	Housing Preservation and Improvement	2025	2025	Affordable Housing	City Wide	Housing Preservation and Improvement	CDBG \$154,465	Homeowner Housing Rehabilitated: 20 Households Housing Code Enforcement/Foreclosed Property Care: 300 Household Housing Units
2	Housing Development	2025	2025	Affordable Housing	City Wide	Housing Development	Private	Rental Units Constructed: 300 Household Units (ADUs) Homeowner Housing Added: 37 Household Housing Units
3	Equal Housing Opportunity	2025	2025	Non-Homeless Special Needs	City Wide	Equal Housing Opportunity	CDBG \$26,000	Public service activity of for a Fair Housing Program. Low/Moderated income housing benefit: 250 households assisted
4	Improve and Provide Community Facilities	2025	2025	Non-Housing Community Development	Census Tract 5707.01 BG 2	Improve and Provide Community Facilities	CDBG \$154,619	Public facility or infrastructure activities other than low/moderate income housing benefit: 400 persons assisted
5	Provide Community Services	2025	2025	Non-Housing Community Development	City Wide	Provide Community Services	CDBG \$42,000	Public service activities other than low/moderate income housing benefit: 300 persons assisted
6	Provide Assistance to Continuum of Care	2025	2025	Homeless	City Wide	Provide Assistance to Continuum of Care	GF	Homeless assistance and prevention: 40 Persons Assisted
7	Economic Development	2025	2025	Non-Housing Community Development	City Wide	Economic Development	GF	Provide guidance to new business owners
8	Urgency Needs	2025	2025	Non-Housing Community Development	City Wide	Urgency Needs	GF	Prepare and respond to local, state, and federally declared emergencies

Table 40 – Goals Summary

Goal Descriptions

Goal Name	Goal Description
Housing Preservation and Improvement	Provide ten rehabilitation loans, six fix-up, paint-up grants and four accessible modification grants to low income single-family households. Serve 300 households with Code Enforcement services.
Housing Development	Approve the construction of 300 ADUs. Approve the construction of 37 for-sale townhomes
Equal Housing Opportunity	The City will provide funding to the Fair Housing Consultants to administer a fair housing complaint intake, enforcement, education, and outreach program. The intended outcome will be the provision of Decent Housing (DH) Availability/Accessibility. The quantifiable five-year goal is to assist 1,250 households (250 persons annually)
Improve and Provide Community Facilities	Provides necessary costs associated with modernizing facilities, including ADA upgrades, repairs and maintenance.
Provide Community Services	The City will provide funding to four subrecipients to provide services to the residents of Lakewood. Services include home delivered and congregate meals for senior citizens, counseling services to emotionally disturbed and abused children, and non-medical hospice services to individuals facing end of life illnesses.
Provide Assistance to Continuum of Care	Attend regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. Provide information and referral to social service agencies, emergency food, assistance for transportation and use of the telephone to homeless individuals and families at the Burns Community Center. Through Lakewood's Homeless Services Liaison, conduct outreach, provide case management, link individuals and families to mainstream resources including: medical, mental health, employment, veteran's benefits and income supports, and ultimately permanently house people and link with move in assistance programs.
Economic Development	Develop and distribute a welcome package to new business owners in Lakewood to provide guidance in licensing, permitting, code regulations, business community contacts etc.
Urgency Needs	Prepare and respond to local, state and federally declared emergencies.

Table 41 – Action Plan Goals Description

Projects

AP-35 Projects – 91.220(d)

Introduction

Included in this Action Plan is a Listing of Proposed Projects identifying activities that will be undertaken during the FY 2025-2026 using CDBG funds. Anticipated accomplishments for each activity are also listed. All activities are expected to start and/or be completed during FY 2025-2026. Each activity identified in the following table includes a description of the FY 2025-2029 Consolidated Plan priority and local Action Plan objectives that will be addressed during the FY 2025-2026.

Projects

#	Project Name
1	Program Administration
2	Rehabilitation Delivery Costs
3	Code Enforcement
4	Fair Housing Program
5	Weingart Senior Center
6	Human Services Association
7	Meals on Wheels
8	Community Family Guidance
9	Pathways Volunteer Hospice

Table 59 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

According to the five year 2017-2021 CHAS Data Sets, approximately 37% of Lakewood households earn low and moderate incomes. Additionally, approximately 14% of Lakewood's low and moderate income households consists of persons 65 years and older. Programs such as those offered by Human Services Association which provide congregate meals and delivered meals to low income seniors helps low income seniors stay in their homes.

Lakewood is also prioritizing completing improvements for the Weingart Senior Center. This center provides services to over 200 seniors monthly. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. The biggest obstacle to addressing the underserved needs is lack of funding.

AP-38 Project Summary

1	Project Name	Program Administration
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG: \$92,021
	Description	This program ensures the effective use of limited CDBG funds, for the community's priorities and federal regulations. Activities include the preparation of the Consolidated Plan, Action Plan, and Annual Performance Report, and continuous outreach to address the changing needs of the community. Staff is trained on CDBG requirements and future program development.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City Wide
	Planned Activities	Effectively manage CDBG funds
2	Project Name	Rehabilitation Delivery Costs
	Target Area	City Wide
	Goals Supported	Housing Preservation and Improvement
	Needs Addressed	Housing Preservation and Improvement
	Funding	CDBG: \$118,070
	Description	This program provides funds for the payment of reasonable administrative costs and carrying charges such as rehabilitation counseling, work specifications, loan processing, site inspections, reporting, processing loan paybacks and all administrative work related to loan and grant processing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	20 low income families will benefit from the proposed activities
	Location Description	City Wide
	Planned Activities	Process 10 Single-Family Rehabilitation Loans, 6 Fix-Up, Paint-Up Grants and 4 Accessible Modification Grants and process approximately 11 loan paybacks
3	Project Name	Code Enforcement

	Target Area	CDBG Eligible Areas- Census Tract 5550.01, BG 1, 2, 3 and 4; Census Tract 5550.02 BG 1 and 2; Census Tract 5551.02 BG 1 and 2; Census Tract 5551.03, BG 2; Census Tract 5551.04, BG 1; 5700.01, BG 2 and 4; Census Tract 5700.03, BG 3 and 4; Census Tract 5708.00, BG 1; Census Tract 5714.00, BG 3; Census Tract 5715.03, BG 1.
	Goals Supported	Housing Preservation and Improvement
	Needs Addressed	Housing Preservation and Improvement
	Funding	CDBG: \$36,395
	Description	Under this program, the City will continue to enforce existing building codes with Community Conservation Officers working in conjunction with the Crime, Public Nuisance, and Property Abatement Team serving CDBG-eligible areas.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,000 households will be served during FY 2025-2026. Of those 1,000 households approximately 300 households will be low to moderate income households located within CDBG Eligible Areas.
	Location Description	City Wide
	Planned Activities	Enforce building and zoning codes.
4	Project Name	Fair Housing Program
	Target Area	City Wide
	Goals Supported	Equal Housing Opportunity
	Needs Addressed	Equal Housing Opportunity
	Funding	CDBG: \$26,000
	Description	Provide CDBG funds for a fair housing counseling program and landlord tenant services for residents and property owners. The Fair Housing Consultant will function as a central source for fair housing information and education; investigate and conciliate housing discrimination complaints; make referrals to appropriate sources for the formal resolution of complaints when information conciliation efforts fail; distribute information on landlord tenant rights and assist low and moderate income families in maintaining suitable housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The City will actively implement the Fair Housing Programs, including conducting education, counseling, and special projects. A total of 250 low to moderate income households shall be assisted annually.
	Location Description	City Wide
	Planned Activities	Administer a Fair Housing Program.

5	Project Name	Weingart Senior Center Improvement Project
	Target Area	5707.01 Block Group 2
	Goals Supported	Improve and Provide Community Facilities
	Needs Addressed	Improve and Provide Community Facilities
	Funding	CDBG: \$154,619
	Description	Bring facility into compliance with current ADA standards
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,000 unduplicated low-moderate income senior households will benefit from the proposed improvements.
	Location Description	5220 Oliva Avenue
	Planned Activities	Conduct improvements to bring facility into ADA compliance
6	Project Name	Human Services Association
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$12,000
	Description	This activity will support senior citizen congregate meals at the Weingart Senior Center and home delivered meals to Lakewood residents.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, Human Services Association will provide congregate and home delivered meals to 75 seniors annually.
	Location Description	5220 Oliva Avenue
	Planned Activities	Provide congregate meals to senior citizens
7	Project Name	Meals on Wheels
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$11,000
	Description	This program provides in-home meal delivery to low income, senior, and disabled persons.
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Through this program, Meals on Wheels will provide home delivered meals to 75 seniors annually.
	Location Description	5510 Clark Avenue
	Planned Activities	Prepare and deliver meals to senior citizens.
8	Project Name	Community Family Guidance
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$11,000
	Description	This program provides counseling services for emotionally disturbed children.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, an estimated 75 children from low to moderate income households, who are emotionally disturbed will receive counseling annually.
	Location Description	10929 South Street, Cerritos
9	Planned Activities	Counsel emotionally disturbed children.
	Project Name	Pathways Volunteer Hospice
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$8,000
	Description	This program provides in-home non-medical services to terminally ill persons.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, the City will serve 40 low and moderate income households annually with in-home services for terminally ill persons.
	Location Description	4645 Woodruff Avenue
	Planned Activities	Provide in home non-medical care to terminally ill persons.

Table 60 – Project Summary Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic areas can be described as CDBG eligible areas and CDBG exception criteria areas.

Geographic Distribution

Target Area	Percentage of Funds
5550.01	8
5550.02	8
5551.05	8
5551.07	8
5700.01	8
5700.03	8
5707.01	8
5708.00	8
5709.02	8
5710.00	8
5713.00	8
5714.00	8

Table 42 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Lakewood's Housing and Community Development Strategy includes general priorities for allocating funds geographically in the City; the rationale for assigning the priority; the quantifiable objective to meet the priority; the funding sources used to meet the objective; and the activities approved to meet the objectives. To prevent the concentration of low-income persons, the majority of the City's programs are provided throughout the City and marketed to all neighborhood areas. However, based on federal eligibility issues for low-income households, some areas of the City may experience greater CDBG investment than others.

HUD defines a community's priority need levels as follows:

- *High Priority:* Activities to address this need will be funded by the City during the five-year period.
- *Medium Priority:* If funds are available, activities to address this need may be funded during the five-year period. Also, the City may take other actions to help this group locate other sources of funds.
- *Low Priority:* The City will not directly fund activities using funds to address this need during the five-year period, but other agencies' applications for federal assistance might be supported and

found to be consistent with this plan.

- *No Such Need:* The City finds there is no need or that this need is already substantially addressed. The City will not support other entities applications for federal assistance for activities where no such need has been identified.

The Lakewood Consolidated Plan Strategy is outlined and presented as follows:

- Affordable Housing, Homeless, and Other Special Needs Strategy
- Non-Housing Community Development Strategy Plan
- Summary of Eligible Housing and Non-Housing Community Development Block Grant Activities
- Anti-Poverty Strategy
- Reduction of Barriers to Affordable Housing
- Institutional Structure and Intergovernmental Cooperation

Discussion

See above discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Lakewood's one-year goals for the number of households to be supported are quantified as those homeless assisted by Su Casa Ending Domestic Violence, Burns Center staff, LAHSA, the Department of the Los Angeles County Sheriff, and PATH, and the number of affordable housing units that are located in the City. There are three senior developments, a three-unit Neighborhood Stabilization Program (NSP) development and two Redevelopment Agency properties each with one affordable unit for a total of five affordable units. The senior housing developments include Candlewood Apartments, an 81 one-bedroom unit development, Whispering Fountains, a 201 unit development and Seasons Senior Apartments, an 85 unit development. The special needs to be supported are quantified as Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes, and Small Family Homes.

The City amended its zoning ordinance in 2018 to allow the construction of Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) on Single-Family Residentially (R-1) zoned properties as mandated by the State of California. In January of 2022, Senate Bill 9 (SB9) was mandated by the State of California to requiring cities to allow the construction of up to two units on a single lot. SB9 also mandates that cities allow single family lots to be split in two allowing for the construction of two units on each of the newly formed lots for up to four units replacing the one single-family dwelling unit. The City has not yet received an application to split a lot, however, the city has received several applications for a second unit in conjunction with an ADU and JADU.

During FY 23-24 the construction of 101 ADUs were approved by the City and completed. Currently, 94 ADUs have been and approved and completed during FY 24-25. It is anticipated that during FY 25-26, the construction of 100 ADUs will be approved by the City and construction completed. The City currently has 353 completed ADUs.

The one-year goals for the number of households supported through Rental Assistance are quantified through Section 8 Rental Assistance which is operated by HACOLA. The number of households supported through the rehabilitation of existing units is derived from the number of loans and grants the City processes each year.

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	372
Special-Needs	26
Total	449

Table 62 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	100
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	120

Table 63 - One Year Goals for Affordable Housing by Support Type

Discussion

The one year goals for the number of homeless households to be supported by affordable housing is quantified by the number of households Su Casa Ending Domestic Violence is anticipating to support. The non-homeless households supported include the number of units in the City that are approved as affordable housing units. Special needs is quantified by the number of residential care facilities are located in the City.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Discussion

See discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City assists the homeless at the Burns Community Center and partners with PATH, Gateway Cities Council of Governments, HACOLA and LAHSA. The City also partners with Su Casa Ending Domestic Violence.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Services are provided to people experiencing homelessness in Lakewood by multiple non-profit agencies, which include PATH, LAHSA Jovenes, Salvation Army and Pacific Clinic. Services begin with outreach and continue until a person is permanently housed and supportive services are in place. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Su Casa Ending Domestic Violence is a private non-profit organization that provides both short term emergency housing and transitional housing in two separate locations in the city. Su Casa's 26 bed and emergency shelter serves 6-8 families at a time and meeting all their needs at no cost. Families receive individual and group counseling, case management, legal social advocacy, and life skills training.

At the second location, Su Casa provides a 24-bed transitional housing with five shared apartments, a children's area, counseling offices, and an outside area that provide families with longer term housing (3-12 months) and space for ongoing services. The maximum capacity at this facility is 24 persons and the residents are provided counseling, parenting classes, life skills training, case management, financial literacy training, household establishment assistance, budgeting and job search assistance. All clients in the shelter programs save 75% of their incomes, which provides the financial resources necessary to help obtain permanent housing in the future.

Admittance to the program is strictly on a referral basis. The City has secured the transitional shelter with affordable housing covenants, which run through December 2063.

The City will continue to coordinate efforts to provide information and resources for transitional housing through the Burns Community Center. It is anticipated that City staff will assist 15 individuals by providing information and referrals to appropriate social service agencies, provide emergency food (canned good and can openers), assistance for transportation on local bus services and use of the telephone for local calls when seeking assistance.

In January 2023, LAHSA released the Los Angeles Continuum of Care Housing Inventory Count. The Count shows that there are 15,924 emergency shelters within Los Angeles County offering 20,512 beds. There are 3,058 transitional housing units offering 3,929 transitional housing beds. SPA 7 offers 1,413 emergency shelters with 1,773 beds and 320 transitional housing units with 320 beds. The City will continue its work with community non-profit groups and community based organizations interested in providing transitional housing services to the homeless.

Another form of transitional housing in the City is Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes and Small Family Homes and is described as follows:

- There are a total of 16 Adult Residential Facilities located in the City of Lakewood. The facilities provide 24 hour non-medical care to individuals who may be physically, mentally or developmentally disabled. Each home can house up to six adults aged 18-59.
- There are a total of 8 Residential Care Facilities for the Elderly located in the City of Lakewood. Each of these facilities house up to six persons aged 60 or older. These facilities were accepted as transitional housing by the State Department of Housing and Community Development during the FY 2013-2021 Housing Element update.
- There is one Small Family Home located in the City of Lakewood that provides 24-hour care for families with less than six children who are in need of assistance because of a physical, mental or developmental disability.

In addition to assisting in providing emergency shelter and transitional housing, the City will continue to provide support services such as job training and counseling. The County of Los Angeles also offers an array of work training programs, housing placement assistance, and other support resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Services are provided to people experiencing homelessness in Lakewood by multiple non-profit agencies, which include PATH, LAHSA Jovenes, Salvation Army and Pacific Clinic. Services begin with outreach and continue until a person is permanently housed and supportive services are in place. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs. Many homeless persons reject the services offered while many accept the support services provided.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City will continue its work with community non-profit groups and community based organizations interested in assisting individuals and families avoid becoming homeless by providing rapid-rehousing, emergency shelter and transitional housing, the City will continue to provide support services such as job training and counseling. The County of Los Angeles also offers an array of work training programs, housing placement assistance, and other support resources.

Section 8 Housing Choice Voucher Program was voluntarily transferred back to the Housing Authority of the County of Los Angeles (HACOLA) as of July 1, 2011. Residents on the program's waiting list who are seeking Section 8 Housing Assistance are still given priority over non-residents, even though affordable housing within the city limits is difficult to find. New potential participants who are not currently on the waiting list are referred to the HACOLA for further assistance.

The Assistance Directory at the Burns Community Center enables staff to assist the low-income individuals and families, especially extremely low-income individuals and families, who are likely to become homeless or who are receiving assistance from public or private agencies to address housing, health, social services, employment, education or youth needs.

Discussion

See discussion above

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City is committed to addressing the negative effects of public policies over which it has control. In order to promote integration and prevent low income concentrations, the City has designed its affordable housing programs to be available Citywide. This priority also serves to make sure that the City does not have any policies, rules, or regulations that would lead to minority or racial concentrations.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Since 1989, Lakewood has demonstrated a willingness to encourage housing development of all types. It has approved several zone changes to allow the construction of housing including General Commercial (C-4) to Multiple Family Residential (M-F-R) to allow for the building of a 201-unit senior citizen apartment complex in 1989, Light Manufacturing (M-1) to Planned Development Single Family (PDSF), to allow for the building of 184 single family residences in 1994, Open Space (O-S) to MFR, to allow for the building of a 85-unit senior citizen apartment complex in 1996, C-4 to MFR, to allow for the conversion a motel into apartments in 1999, Intermediate Commercial (C-3) to PDSF to all a 20 unit single-family residential project in 2003, C-4 to M-F-R in 2014 allowing an existing apartment complex to expand by adding 22 additional apartments, O-S to M-F-R to allow a three-unit condominium project in 2015, and Code amendments to allow for development of a variety of housing types, including those that benefit low and moderate income people. The City makes an effort to fast track projects and process permits in a timely manner. The City intends to maintain its current posture of openness and willingness to consider new ideas and eliminate any regulatory barriers under its control in the provision of a variety of housing to meet the needs of all income groups.

During 2018, the City amended its zoning ordinance to allow the construction of ADUs in Single-Family Residential (R-1) zoned properties, as mandated by State Law. The California Government Code provides that ADUs facilitate and expedite the construction of affordable housing; they provide housing for family members, students, the elderly, in-home health providers, the disabled, and others at below market prices within existing neighborhoods; they may add income and an increased sense of security to homeowners; they will provide additional rental housing stock; they offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; and they are an essential component of California's housing supply. The ordinance is consistent with current state law and establishes local control of the regulations related to ADUs.

During the next year, the City will continue to work cooperatively within existing legislatively mandated constraints to develop or encourage public policies that foster affordable housing development and assistance.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

The City continues to address obstacles to meeting underserved needs, to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families, to develop institutional structure, enhance coordination between public and private housing and social service agencies. These efforts are discussed in more detail below.

Actions planned to address obstacles to meeting underserved needs

Like most communities, a major obstacle to meeting the needs of the community is funding. Over the years, community partnerships with county, state, and federal agencies have been integral to meeting the needs of the underserved community. During the FY 2025-2026 program year, the City intends to continue these relationships as well as foster new ones to ensure that the needs of the community are adequately fulfilled.

The City promotes its housing and community service programs in the areas with the highest concentration of low and moderate income households to address the continuing needs of the underserved population. The City will use the Chamber of Commerce, local newspaper, City newsletter, and community events to promote these services. The City will continue to provide the services listed below for low and moderate income Renter Households and Owner-occupied Households.

Actions planned to foster and maintain affordable housing

As articulated in the Consolidated Plan, the City will implement Coordination with Los Angeles County Housing Authority and will collaborate with the Los Angeles County Community Development Department for the following actions to foster and maintain affordable housing:

- Mortgage assistance program referrals
- Coordination with neighborhood networks to elaborate on the needs of the community
- Code enforcement
- Home Improvement Programs
- Infrastructure improvements
- Provision of Fair Housing Services
- Approve the construction of 350 ADUs
- Partner with a developer for the construction of 37 new for-sale affordable housing units

Actions planned to reduce lead-based paint hazards

To reduce lead-based paint hazards in Lakewood, the City will continue to disseminate information and monitor the lead-poisoning data provided by the County. In addition, the City's Residential Rehabilitation Program will provide funding to low and moderate-income households in making necessary improvements and correcting code violations. Finally, the City will continue to attend HUD training on lead based paint reduction requirements and continue to evaluate City programs to address lead hazards.

Actions planned to reduce the number of poverty-level families

A fundamental way to reduce poverty is through job creation and enhancement. There are a number of local, state and Federal programs that focus on job creation and retention. The most notable is the State of California's welfare reform plan, known as CalWORKS. CalWORKS is designed to move welfare recipients from dependency to self-sufficiency through employment and to divert potential recipients from dependency. Job related education and training are provided through the County of Los Angeles, Department of Public Social Services.

The County's Department of Public Social Services also administers various programs that provide cash aid and other benefits and services to individuals and families in need. These programs are designed to alleviate hardship and promote family health, personal responsibility, and economic independence. According to the County, the majority of persons who seek these programs are primarily in need of medical assistance and in-home support services.

Actions planned to develop institutional structure

The institutions involved in carrying out the aforesaid Priority actions include the Lakewood Community Development Department, the Housing Authority of the County of Los Angeles, and private sector owners of rental property. The City, for its part, will promote and encourage fair housing, housing assistance and single-family home rehabilitation through:

- Continued utilization of the services of a Fair Housing Contractor or organization to promote, educate and enforce fair housing in the community.
- Continued use of the Los Angeles County Housing Authority to refer residents who are interested in receiving affordable housing assistance.
- Continued use of CDBG funds to assist low income homeowners in rehabilitating their homes and in eliminating substandard conditions. The City will continue to encourage the Single Family Residential Rehabilitation Loan Program by advertising in local publications to attract qualified applicants.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's housing programs, which will be administered over the next year, are limited by resources to housing rehabilitation and rental assistance referral (Section 8). These two programs do not require a lot of coordination efforts.

The Single-Family Residential Rehabilitation Loan and Fix-Up Paint-Up Grant Program are funded with Housing Successor Agency Loan Payback funds. The Section 8 Existing Housing Program is federally funded and is administered entirely by Housing Authority of County of Los Angeles. City staff continues to refer residents who are interested in affordable housing to contact HACOLA. No other special coordination efforts will be required during the next Federal Fiscal Year to administer these programs.

Discussion: See discussion above

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The sole source of projected program income for the City of Lakewood is rehabilitation loan payback. The City's program income is expected to decline as mortgage interest rates rise. The City anticipates receiving \$9,000 during FY 2025-2026.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
 3. The amount of surplus funds from urban renewal settlements
 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
 5. The amount of income from float-funded activities
- Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

While the City does not use CDBG funds for urgent need activities, the City is committed to providing comprehensive emergency management and preparedness services to address the needs of the Lakewood community by spending approximately \$127,000 in general fund monies in FY 25-26. The Office of Emergency Management oversees Lakewood's emergency response and preparedness activities and programs for staff and community members. Services and programs are delivered through trainings, educational campaigns and community and staff engagement. During FY 25-26 the City of Lakewood will:

- Provide emergency response and preparedness activities in line with national, state, and county guidance, to prepare Lakewood staff and community members to respond to natural and manmade disasters and emergencies.
- Utilize public education campaigns and engagement to ready Lakewood community members to identify emergency situations, and know how to respond.

CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or 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;
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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

ASSURANCES

**Applicant and Recipient
Assurances and Certifications**

**U.S. Department of Housing
and Urban Development**

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: *First Name:
Middle Name:
*Last Name:
Suffix:

*Title:

*Applicant Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which

is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §§3729, 3802).

*Signature:

*Date:

06/10/2025

APPLICATION FOR FEDERAL ASSISTANCE SF-424

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

07/01/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Lakewood

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

956005417

*** c. UEI:**

076943638

d. Address:

*** Street1:**

5050 Clark Avenue

Street2:

*** City:**

Lakewood

County/Parish:

*** State:**

CA: California

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

90712-0000

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Housing

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Carolyn

Middle Name:

*** Last Name:**

Lehouillier

Suffix:

Title: Housing Specialist

Organizational Affiliation:

*** Telephone Number:** (562) 866-9771, ext. 2320

Fax Number: N/A

*** Email:** clehouillier@lakewoodca.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

Assistance Listing Title:

* 12. Funding Opportunity Number:

14-218

* Title:

Community Development Block Grant (CDBG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Five Year 2025-2029 Consolidated Plan and Fiscal Year 2025-2026 Action Plan for the City's CDBG Program.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant CA-038

* b. Program/Project CA-038

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding (\$):

* a. Federal	460,105.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	9,000.00
* g. TOTAL	469,105.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Thaddeus

Middle Name:

* Last Name: McCormack

Suffix:

* Title: City Manager

* Telephone Number: (562) 866-9771 Fax Number:

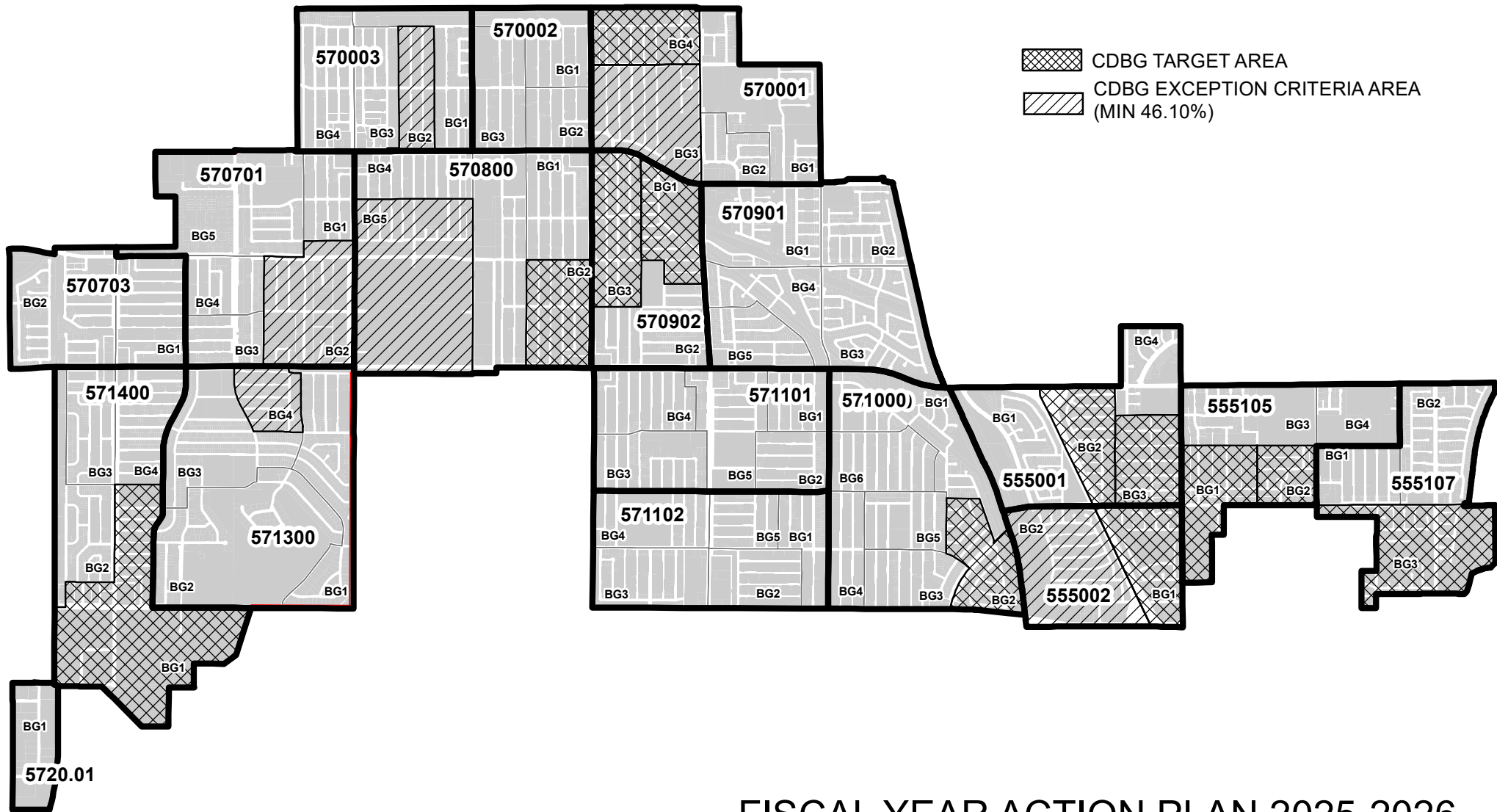
* Email: tmack@lakewoodca.gov

* Signature of Authorized Representative:

* Date Signed: 06/10/2025

SITE LOCATION MAPS

CDBG ELIGIBLE AREAS



FISCAL YEAR ACTION PLAN 2025-2026



0 0.5 1 Mile

DATA FROM FY 2018 CDBG GRANTEES AND 2016-2020 ACS LMISD,
BY HUD OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

PUBLIC SERVICE PROGRAMS

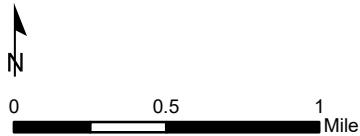
Human Services Association
(Bell Gardens, CA)

Community Family Guidance

Meals on Wheels

Fair Housing

Pathways Volunteer
Hospice



ACTION PLAN FY 2025-2026

CITIZEN PARTICIPATION PLAN

CITY OF LAKEWOOD
CITIZEN PARTICIPATION PLAN
(For all Federally Funded Grant Programs)

A. INTRODUCTION

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, the City adopted this Citizen Participation Plan in July 1978 (revised October 1981, June 1988, June 1995, May 2001, May 2005, and April 2020.) By doing so, the City acknowledges the integral role of citizen participation in the process of planning and development and the execution of the Community Development Block Grant Program (CDBG) and all other Federally funded grant programs.

The plan outlines basic tenets of the citizen participation process and regulations. The citizen participation regulations remain in effect throughout the implementation of the City's entitlement award from the federal government, or until the funds are completely exhausted.

The Lakewood's Citizen Participation Plan is composed of the following parts:

- A. Lakewood Citizen Participation Plan (Purpose)
- B. Definitions
- C. Role of Citizens
- D. Guidelines for Citizen Participation
 - 1. Consolidated Plan and Action Plan
 - 2. Consolidated Annual Performance and Evaluation Report (CAPER)
 - 3. Public Hearings
 - 4. Information Access
 - 5. Non-English Speaking Residents
 - 6. Persons with Disabilities
 - 7. Program Amendments
 - 8. Technical Assistance
- E. Citizen Service Requests and Grievance Procedure

B. LAKEWOOD CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan is designed to facilitate two-way communication between the City and its residents on matters pertaining to the use of all Federal Grant funding from the US Department of Housing and Urban Development (HUD). Under this plan, citizens are encouraged to participate in application development, program implementation, assessment of performance, submission of views and proposals, consideration of objections to applications,

complaints, technical assistance, public hearings, bilingual dissemination, when appropriate, and program amendments. The Lakewood Citizen Participation Plan:

- Provides greater visibility of the City of Lakewood Community Development Department's improvement programs;
- Encourages citizen involvement in neighborhood improvement activities;
- Ensures equitable representation of all segments of the population; and
- Describes the process to enlist citizen participation in the development of the City's Five-year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and any Substantial Amendments to the Consolidated Plan or Action Plan.

DEFINITIONS

Five-Year Consolidated Plan: This document is submitted to HUD every five years and serves as the 5-year planning document of the City and application for funding for CDBG, HOME, and other federally funded programs. The Consolidated Plan consists of the following primary components: a needs assessment and an analysis which identifies priorities and a strategy which establishes goals and objectives for addressing priority needs and time frames for achievements.

One-Year Action Plan: This document is submitted to HUD every year and updates the Consolidated Plan and allocates one year's CDBG funding, including any program income generated from CDBG. The Action Plan is developed to identify the actions that will be taken and projects that will be funded to meet the strategy's goals and objectives.

Consolidated Annual Performance and Evaluation Report (CAPER): This document reports on the progress made in carrying out the Consolidated Plan and Action Plan.

Public Hearing: A public hearing is a public meeting that has been publicly noticed in a local newspaper of general circulation, or noticed in a fashion which otherwise follows local procedures for formal noticing of public hearings. Public hearings are required prior to the adoption of the Consolidated Plan, Action Plan, and Substantial Amendments to either plan.

Urgency Needs: A Federal, State or Local declared Emergency or Crisis.

C. ROLE OF CITIZENS

Citizen involvement is vital to assure that neighborhood improvement policies, procedures, programs and activities are well suited to local needs. Individual neighborhoods possess unique qualities that are more fully understood at the community level among those who reside, own property, or work within these areas. This knowledge is invaluable to the successful revitalization of communities.

Residents' concerns and ideas may be articulated to the City's Planning and Environment Commission (PEC). The PEC is an advisory body to the City Council regarding community

development improvement issues. The PEC addresses itself to the development, review, and adoption of the following ideas:

- The City's Consolidated Plan and Action Plan (includes all Federal Grant Applications);
- The submission of the City's Performance Report (CAPER);
- Community development strategies, programs, policies, and procedures;
- The Citizen Participation Plan

Regular meetings of the PEC are conducted on a monthly basis, and special meetings may also be held during any month at the order the Commission Chairperson, should the need arise. A current schedule of PEC meetings can be obtained from the City Clerk's office located at City Hall, 5050 North Clark Avenue, Lakewood, California 90712, or by calling (562) 866-9771.

All meetings take place in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California 90712 unless another location is publicized in advance. In the event of Urgency Needs, specific procedural changes such as conducting virtual meetings or via tele/video conferencing may be implemented. The agenda for each PEC meeting is posted at the Council Chambers and on the City's website at www.lakewoodcity.org at least 72 hours prior to the meeting. Public hearing notices for PEC meetings are posted at the following locations at least 72 hours prior to any hearing:

Lakewood City Hall
City Clerk's Office
5050 Clark Avenue
Lakewood, CA 90712

Bloomfield Park
21420 Pioneer Blvd.
Lakewood, CA 90715

Mayfair Park
5720 N. Clark Avenue
Lakewood, CA 90712

D. GUIDELINES FOR CITIZEN PARTICIPATION

The Citizen Participation Plan process provides residents of the City the formal opportunity to take part in the development of community development programs and amendments to adopted plans, at the community wide-level in a public forum, before the PEC. The specific guidelines governing information access, public notices, and technical assistance, among others, that the City will follow to encourage citizen participation in the preparation of the Consolidated Plan and submission of the Performance Report are listed below:

Consolidated Plan and Action Plan:

Following the preparation of the Consolidated Plan/Action Plan, the following steps will be taken to afford the public an adequate opportunity to review and comment on the document:

1. Summary describing the contents of the purpose of the proposed Consolidated Plan/Action Plan will be public in at least one local City newspaper of general circulation. The summary will also include a list of locations where a complete draft of the Consolidated Plan/Action Plan can be obtained.
2. The publication of the summary will commence a 30-day public review period during which citizens will have the opportunity to examine the proposed Consolidated Plan/Action Plan and submit comments regarding the draft document. Complete copies of the draft Consolidated Plan/Action Plan will be available for review at the City's website at www.lakewoodcity.org and at the following locations:

Lakewood City Hall
Community Development Department
5050 Clark Avenue
Lakewood, CA 90712

Lakewood City Hall
City Clerk's Office
5050 Clark Avenue
Lakewood, CA 90712

Iacoboni Library
4990 N. Clark Avenue
Lakewood, CA 90712

3. A public hearing before the PEC will be held to further provide citizens an opportunity to comment on the draft Consolidated Plan/Action Plan. All guidelines set forth under the Public Hearing section of this document will be followed to ensure and encourage citizen participation.

Consolidated Plan Amendments

The City shall complete a substantial amendment to the Consolidated Plan when a Priority Need is added or removed from the Consolidated Plan.

Action Plan Amendments

The City shall follow the following procedure to complete substantial and minor amendments to the Action Plan, as needed.

The City shall substantially amend the Action Plan if a substantial change is proposed by City staff or the City Council. For the purpose of the Action Plan, a "substantial change" is defined as:

- Addition of a new activity not previously identified in the Action Plan, without regard to funding source;
- Cancellation of an existing activity identified in the Action Plan, without regard to funding source;
- A change in the purpose, scope, location or beneficiaries of an activity; or
- Changes in the use of CDBG funds from one eligible activity to another eligible activity meeting the following thresholds:

Net Increase or Decrease	Trigger of Substantial Amendment*	Minor Amendment*
Net Increase	≥ 30% of the most recent grant allocation	<30% of the most recent grant allocation
Net Decrease	≥ 30% of the most recent grant allocation	<30% of the most recent grant allocation

* (Amended amounts will not be cumulative, that is, each amendment will stand on its own for purposes of determining the 30 percent threshold.)

The City may make minor changes to the Action Plan, including any changes not included in the definition of a "substantial change" above, as needed, so long as the changes do not constitute a substantial amendment as described above. Such minor changes to the Action Plan do not require a public review and comment period or a public hearing. However, City Council approval of activity funding changes may be required based on the amount and City policy.

Urgency Needs:

Upon the Declaration of a Federal, State, or Local Emergency, the public participation process may be modified as determined by the HUD.

Performance Report

Upon completion of the Performance Report, and prior to its submission to HUD, a public notice will be published in at least one local newspaper servicing the residents of Lakewood announcing the availability of the report for review and comment. Publication of this notice will commence a 15-day period during which citizens will have the opportunity to examine the Performance Report and submit comments regarding the document.

Analysis of Impediments or Assessment of Fair Housing (AI or AFH)

The Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) is a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination. As of April 2019, HUD has suspended the AFH planning framework. HUD currently requires the submission of an AI for grantees submitting Consolidated Plans for FY 2020-2024. If HUD renews the AFH planning framework, the AFH will replace the AI in the context and implementation of this section.

Public Hearings:

Public hearings shall provide the major source of citizen input on the proposed community development program, activities, policies, and procedures. At a minimum, the City will conduct two separate public hearings—one for the purpose of reviewing the draft Consolidated Plan and the second for the purpose of reviewing program performance and progress through the submission of the Performance Report. All public hearings will be made accessible to persons with disabilities upon request.

To ensure that all City residents have ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time, and location shall be published in at least one local City newspaper of general circulation a minimum of 14 days prior to the date of the public hearing.

Information Access

Included in the Consolidated Plan will be the estimated amount of federal funding available to the City, and the range of eligible activities, programs, and projects designed to utilize these available funds. Copies of the Consolidated Plan, Action Plan, Citizen Participation Plan, CAPER, and documents regarding other important program requirements, including contracting procedures, environmental policies, fair housing/equal opportunity requirements, and relocation provisions will be available to the public at the City's website at www.lakewoodcity.org and during the regular business hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday and alternative Fridays from 7:30 a.m. to 5:00 p.m. City Hall is closed every other Friday.

The City's Community Development Department is located at 5050 N. Clark Avenue, Lakewood, CA 90712. Additional information and assistance may be obtained by calling 562-866-9771.

Non-English Speaking Residents

It is the intent of the City to also allow for input by all non-English speaking persons, as well as English speaking residents, in the public hearing process. The City will provide bilingual assistance whenever it has been determined necessary to adequately allow persons to express

their views regarding the planning, implementation, monitoring, and evaluation of community development improvement activities. All advertisement for public hearing will note that arrangements for an interpreter can be made by contacting the City's Community Development Department.

E. CITIZEN SERVICES REQUESTS AND GRIEVANCE PROCEDURE

Citizens should be aware that any questions or grievances, regarding any facet of City operations, can be submitted to the Community Development Department located at 5050 N. Clark Ave., Lakewood, CA 90712. During the development of the Consolidated Plan submission, written concerns or complaints regarding the Plan shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before the final submission of the Consolidated Plan to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within 15 working days after receipt of the inquiry. If the content of the complaint is based on a probable misunderstanding (i.e., scope of block grant activities), the response communication will so state and give the complaining party the opportunity of alternative forms of redress.

Although HUD will consider objections submitted at any time, such objections should be submitted within 30 days of the submission of the Consolidated Plan, Action Plan, or CAPER to HUD. Any written inquiries submitted to HUD should be addressed as follows:

US DEPT. OF HOUSING AND URBAN DEVELOPMENT
Los Angeles Area Office
Community Planning and Development Division
300 North Los Angeles Street, Suite 4045
Los Angeles, CA 90012

Objections submitted to HUD must meet one or more of the following criteria:

- The description of the needs and objectives are plainly inconsistent with available facts and data.
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives defined by jurisdiction.
- The submission does not comply with specific requirements or law.
- The submission proposed the undertaking of ineligible activities.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION PLAN

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN – CITY OF LAKEWOOD FISCAL YEAR 2016-2017

I. INTRODUCTION

Section 509 of the Housing and Community Development Act of 1987 amended Section 104 of the Housing and Community Development Act of 1974 by adding a new subsection.

The new Section 104(d) of the Act became effective October 1, 1988, and provides that a grant under Section 106, Community Development Block Grant (CDBG) Programs may be made only if the grantee certifies that it is following a residential anti-displacement and relocation assistance plan. The residential anti-displacement and relocation assistance plan under Section 104(d) must contain two components: (1) A requirement to replace all low and moderate income dwelling units that are demolished or converted to a use other than low and moderate income housing as a direct result of the use of CDBG assistance and, (2) a relocation assistance component.

A certification and plan is required even if the grant will not result in demolition or in the conversion of a low and moderate income unit to use other than low and moderate income housing.

The document serves as the residential anti-displacement and relocation assistance plan for the 2021-2022 fiscal year. In implementation of the relocation activities related to this plan, Section 104(d) of the Housing and Community Development Act of 1974, as amended and the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 as amended will be followed. The following details the City of Lakewood's Plan.

II. RESIDENTIAL ANTI DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.

- A. The City of Lakewood will replace all occupied and vacant unoccupied low and moderate income dwelling units demolished or converted to a use other than as low and moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, 570.606 (b)(1).
- B. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funding that will directly result in such demolition or conversion, the City of Lakewood will make public and submit to the HUD Field Office the following information in writing.
 - 1. A description of the proposed assisted activity;
 - 2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use

other than low and moderate income dwelling units as a result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
 4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
 5. The source of funding and a time schedule for the provision of replacement dwelling units, and
 6. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy.
- C. The City of Lakewood will provide relocation assistance, as described in 24 CFR 570.606 (b)(2), to each low and moderate income household displaced by the demolition of housing or by the conversion of a low and moderate income dwelling unit to another use as a direct result to assisted activities.
- D. Consistent with the goals and objectives of activities assisted under the Act, the City of Lakewood will take the following steps to minimize the displacement of persons from their homes:
1. Provide replacement housing as described in 24 CFR 570.606 (b)(1) and outlined as follows:

One for One replacement units – all occupied and vacant low and moderate income dwelling units (units that could be occupied) that are demolished or converted to a use other than low and moderate income dwelling units as a direct result of CDBG activities will be replaced by the City by private developers with low and moderate income dwelling units.

The replacement of low and moderate income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance.

The replacement of low and moderate income dwelling units will be provided within three years of the commencement of the demolition or rehabilitation related to the conversion and will meet the following requirements;

 - a. The unit will be located within the City's jurisdiction.
 - b. The units will be sufficient in number and size to house the number of occupants that could have been housed in the units that are demolished or converted. The number of occupants that may be housed shall be determined in accordance with local housing occupancy codes.

- c. The units will be provided in standard condition and may include units which have been raised from substandard to standard.

III. RELOCATION ADVISORY ASSISTANCE

- A. The City will administer its relocation program, including providing relocation assistance and the preparation of claims for processing by the Community Development Department, City of Lakewood.
- B. The Relocation Program will provide maximum assistance to minimize the hardship of displacement to all persons displaced from their dwellings and to displaced businesses to assure their re-establishment with a minimum of delay.
- C. Personal and continuing contact will be maintained with those to be displaced until they are satisfactorily relocated, and where hardship is evident, a follow-up call will be made to ease the transition of the move.
 - 1. The following specific services will be provided;
 - a. Each person or business required to move will be personally interviewed, and a detailed and clear explanation of benefits will be made. The interview will be conducted in the language most easily understood by the displaced person.
 - b. The U.S. Department of Housing Development informational brochures will be delivered to residential and commercial owners and tenants in a timely manner.
 - c. A member of the staff will continuously make field surveys to locate housing resources and business vacancies for referrals. Referrals will be made to standard housing comparable to the occupied housing and in close proximity to employment, medical, shopping, transportation and eating facilities. Additionally, real estate brokers will be informed of the displacement, and their cooperation will be solicited in making referrals. Referrals to commercial sites will be made relative to commercial operators' needs in location, square footage requirements, trade area, and other business location criteria. Inspection of housing resources will be undertaken prior to referral and after the move of the displaced person.
 - d. If transportation is needed to field check referrals, the staff member or consultant will provide such transportation.
 - e. Assistance will be given by explaining procedures to purchase a home, including the purpose of and charges made through escrow.
 - f. If social service agencies in the community could provide a needed service, referrals will be made and follow-up programs will be instituted. The referral services could be Social Security Administration, Department

of Public Social Services, Veteran's Administration, Lakewood Housing Authority, and other local service agencies.

- g. Where necessary, efforts will be made to trace self-relocatees.
- h. Assistance will be given in filing relocation claims, and these claims will be submitted to the Community Development Department, City of Lakewood.
- i. Delivery of benefit check will be made promptly and follow-up claims will be made.

IV. RELOCATION ASSISTANCE

Each low and moderate income household that is displaced as a direct result of CDBG assisted activities shall be provided with relocation assistance. The low and moderate income household may elect to receive assistance described in 24 CFR Part 49 (HUD's regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) or assistance as described under Section 104 (d) of the Housing and Community Development Act of 1974, as amended by Section 509 of the 1987 HCD Act provisions.

Displaced low and moderate income households will receive relocation assistance provided to displaced persons required under 24 CFR 49, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the households receive assistance under the CFR or Section 104 (d) of the Act. Briefly, those benefits are as follows:

Residential Benefits:

1. Actual moving and related expenses, as the Agency determines to be reasonable and necessary, including expenses outlined in 49 CFR 24.301.
2. Fixed payment for moving expenses as described in 49 CFR 24.302.

Non Residential Benefits:

1. Payment for actual reasonable moving and related expenses as described in 49 CFR 24.303.
2. Reestablishment expense as described in 49 CFR 24.304.
3. Ineligible moving and related expenses as described in 49 CFR 24.304 (b) and 49 CFR 24.305 will not be provided.
4. Fixed payments for moving expenses as described in 49 CFR.306.

V. COST ESTIMATE OF RELOCATION BENEFITS

Since no relocation activity is contemplated, it is not possible to provide a cost estimate of relocating payment at this time. However, should it become necessary to make relocation payments, these payments will be funded with CDBG funds.

VI. PLAN FOR DISBURSEMENTS OF RELOCATION BENEFITS

The disbursement of relocation benefits will be made in an orderly and readily available manner.

All claims for relocation payments must be submitted within 18 months after the displacement of the claimant. Relocation claim forms will be prepared by the relocation staff; the forms will be explained in detail to the claimant. Once the signature of the displacee has been obtained, the prepared forms, accompanied by a memorandum explaining the particular need, etc., of the claimant will be promptly delivered to the Community Development Department, City of Lakewood, for review, approval and preparation of warrants. Upon verification of vacating the acquired property, the relocation benefits will be delivered.

Advanced payments will be processed when it is evident that there is a hardship. These payments will be delivered in a timely way to assure ease in securing relocated housing commitments.

A claim must be supported by the necessary documentation which may include itemized receipted moving bills, income tax returns, opening/closing escrow statements, verification of rental data and any other information deemed appropriate and necessary to support the claim.

Payments will be processed in All claim papers and related evidence will become permanent records of the Community Development Department, City of Lakewood, as part of the individual files maintained for each displaced person or business.

If a business does not file a claim for any of the above benefits, it may file for In-Lieu of Moving and Related Expenses Payment. No payment of this kind shall be made unless the Community Development Department, City of Lakewood, is satisfied that the business cannot be relocated without substantial loss of patronage and is not part of a commercial enterprise having at least one other establishment not being acquired, which is engaged in the same or similar business.

This payment represents the average annual net income for the two years prior to displacement, except that the payment may not be less than \$1,000 or more than \$20,000 (49 FR 24.306 {a}).

Payments will be processed in a timely manner to minimize hardship.

VII. LAST RESORT HOUSING

Last resort housing is not contemplated as it has been determined comparable replacement housing will be available for project residents within a reasonable period prior to displacement. However, if it is necessary, procedures as referenced in the Uniform Act will be followed.



City of Lakewood Analysis of Impediments to Fair Housing Choice

June 10, 2025

City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

City of Lakewood 2025-2029 Analysis of Impediments to Fair Housing Choice

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Executive Summary

Background

The Analysis of Impediments (AI) to Fair Housing Choice provides an overview of laws, regulations, conditions or other possible obstacles that may affect an individual or a household's access to housing in Lakewood. The AI presents a demographic profile of the community. It assesses the extent of housing needs among specific income groups, and evaluates the availability of a range of housing choices for residents. This report also contains an analysis of the conditions in the private market and the public sector that may limit the range of housing choices or impede a person's access to housing.

Incorporated in 1954, Lakewood experienced most of its population growth during the 1950s and 1960s. By 1970, Lakewood had approximately 83,000 residents. In 1990, the population had declined to approximately 73,500. In 2000, the population increased to 79,345 residents, and in 2020, Lakewood's population was estimated to be 79,676. Lakewood's population in 2023 is estimated to be 78,135.

The decrease in population during the 1970s was not accompanied by a decrease in housing units (single-family homes, apartments, condominiums, and mobile homes). The number of housing units has been slowly and consistently increasing over several decades due to new construction. The reduction in population was due instead to decreases in household size. Many of the young couples who moved to Lakewood in the 1940s, 50s and 60s to raise their families became one- or two-person households again as their children moved out of the home. This demographic transition is reflected in the changes in the City's average household size, which declined from 3.77 in 1960 to 3.03 in 2000, and subsequently rose to 3.10 in 2010 and has slightly risen to 3.11 in 2023. The subsequent population increase over the past two decades until 2010 has come from an increase in the number of persons per household as younger families again move into the City. The increase in the residential population is also due in part to the conversion of single-family properties in the M-F-R zone being redeveloped into multi-family residences and the state law requiring jurisdictions to allow the construction of Accessory Dwelling Units (ADU).

Along with this new growth, the ethnic and racial composition of the community has changed. Over the past decade, the percentage of White residents decreased while the proportion of Hispanic, Asian, and African American residents increased.

The City has been approaching build-out for several years. As a result, housing growth has been minimal compared to other jurisdictions with surplus land. The housing stock has increased by fewer than 4,000 units since 1970, with an increase of 278 units since 2000. Ownership housing in the City is affordable only to above moderate income households, while moderate income households can afford most rental units throughout the City.

Lending Issues

Though the City has become increasingly diverse since 1990, significant differences are present in the loan approval rates among the different racial and ethnic groups. Conventional home purchase loan approval rates for African American and Hispanic applicants are significantly lower than rates for White and Asian applicants. Similar patterns are also found in the approval rates of government assisted home purchase loans and all home improvement loans.

Loan approval rates in Census tracts with high minority concentration were similar to approval rates in tracts with low minority concentration. Therefore, minority concentration does not appear to be a factor in the loan approval rates of the Census tracts. Loan approval correlates most closely with Census tract income.

Fair Housing Issues

Lakewood has contracted with Fair Housing Consultants Inc. to provide fair housing services to City residents since 2002. Fair Housing Consultants, Inc. received five housing discrimination complaints during FY 2023-2024, pertaining to racial discrimination or based on familial status. Fair Housing Consultants referred all five cases to California Department of Fair Employment and Housing (DFEH) for further investigation after consulting with the clients.

Landlord/Tenant Disputes

During FY 2023-2024, Fair Housing Consultants Inc. responded to 192 complaints regarding various tenant/landlord disputes. The most common complaint was repairs and substandard problems, followed closely by rent increases. Other complaints pertained to security deposits, and evictions. Section 5 contains discussion and tables on this topic.

Recommendations and Actions

This AI proposes several recommendations and actions for the City of Lakewood, lending institutions, and service agencies to address these fair housing concerns. The actions are identified below:

A. Expanding Affordable Housing Opportunities

The availability of affordable housing is not a Fair Housing issue. Fair Housing concerns arise only when affordability interacts with any issues regulated under Fair Housing Law. Furthermore, Hispanic and African American households are disproportionately impacted by lower and moderate incomes and, therefore, have fewer housing options than other racial/ethnic groups. The following actions will continue to assist the City in expanding affordable housing opportunities for City residents.

1. Homeownership Assistance

Action 1.1: The City will continue to provide and expand home ownership opportunities for low and moderate-income households. Specifically, the City has partnered with an affordable housing developer to construct 37 for-sale townhomes to low-income families.

Time Frame: 4 years

Additionally, the City will explore the use of different funding programs to assist households with income between 30 and 80 percent of County Median Family Income (MFI), as such funding sources become available. This group has the most difficulty in obtaining conventional home purchase financing. The City will continue to refer interested residents to California Housing Finance Agency (CalHFA).

Time Frame: Ongoing

2. Rehabilitation Assistance

Action 2.1: The City will continue to provide and expand assistance for low-income households in meeting housing rehabilitation needs. Specifically, the City will explore the use of different funding programs to assist households with income between 30 and 80 percent of County MFI. This group has the most difficulty in obtaining conventional home improvement financing. Rehabilitation assistance is also accomplished using the City's Home Improvement Loan, Accessible Modification and Fix-Up, Paint-Up Grant programs.

Time Frame: Ongoing

3. Section 8 Rental Assistance

Action 3.1: In July 2011, the City voluntarily transferred its budget authority and baseline units from the Lakewood Housing Authority (LHA) to the Housing Authority of the County of Los Angeles (HACoLA) for administration of the program.

Time Frame: Completed

Action 3.2: Currently, the City continues to provide contact information for, and refers the elderly, large families and low-income families to, HACoLA for participation in the Section 8 program.

Time Frame: Ongoing

4. Affordable Housing Resources

Action 4.1: The City will identify and pursue other funding sources for the development of affordable housing.

Time Frame: At least once a year, assess the feasibility of applying to different funding programs.

B. Public Policies and Programs Affecting Housing Development

The City has identified several public policies and programs that have the potential to restrict equal access to housing. However, many City programs, including programs contained in the General Plan Housing Element, contain actions that actively promote equal access to housing. As a City committed to ensuring Fair Housing Choices for all residents, Lakewood has identified the following actions:

5. Incentives for Affordable Housing Development

Action 5.1: The City will continue to provide financial and development incentives to owners or developers of multi-family housing to set aside units that are affordable to low and moderate income residents as such opportunities become available.

Time Frame: Ongoing

Action 5.2: The City has adopted an Accessory Dwelling Unit Ordinance complying with California State Law to allow the construction and occupancy of up to two additional units intended for affordable housing on Single-Family Residential zone property.

Time Frame: Ongoing

6. Housing Element

Action 6.1: The City will continue to implement the policies and program identified in the certified Housing Element.

Time Frame: Lakewood's Housing Element was adopted on September 16, 2022 and implementation will be ongoing until the 2030 update.

C. Access to Financing

The analysis of lending data revealed that there are some differences that exist in the approval rates of loans by the race of the applicant. The City will take the following actions to improve access to financing for residents.

7. Outreach to Lenders

Action 7.1: The City will contact local lenders with homebuyer assistance programs to explore ways to expand participation by potential homebuyers.

Time Frame: Ongoing

Action 7.2: The City will work with local lenders and government institutions, such as California Housing Finance Agency, to provide information about government-backed financing for low and moderate income residents. The City will encourage local lenders to provide information in both English and Spanish.

Time Frame: Ongoing

8. Education and Resources

Action 8.1: The City will encourage workshops to be held in Lakewood by local lending institutions and Housing Rights Center regarding the home loan process and the resources available to low and moderate income homebuyers. The City will refer homebuyers and realtors to designated lenders. The City will encourage local lenders and Housing Rights Center to hold workshops in both English and Spanish.

Time Frame: Ongoing

Action 8.2: The City will provide brochures or information on homeownership, rental assistance, and rehabilitation assistance programs in English and Spanish.

Time Frame: Ongoing

9. Unfair Lending Practices

Action 9.1: The City will work with Housing Rights Center to monitor complaints regarding unfair lending and assess lending patterns using the Home Mortgage Disclosure Act (HMDA) and other data sources.

Time Frame: Ongoing

Action 9.2: The City and Housing Rights Center will participate with HUD and other agencies in investigating predatory lending in the home purchase, home improvement, and mortgage refinancing markets.

Time Frame: Ongoing

Action 9.3: Periodically, the City will use *Lakewood Living*, the City newsletter, or other media to alert residents of predatory lending practices, or other unfair lending practices that surface in the City.

Time Frame: Ongoing

Public Outreach

10. Fair Housing Services

Action 10.1: The City will continue to distribute information regarding the services provided by Housing Rights Center. The City will provide a description of the services on the City website.

Time Frame: Ongoing

Action 10.2: Housing Rights Center will conduct fair housing workshops for residents, real estate professionals, apartment owners, and property managers. Specific efforts should be made to expand community participation in these workshops, including a greater awareness among property owners and managers.

Time Frame: Ongoing

Action 10.3: Housing Rights Center will work with the local boards of realtors to distribute fair housing information to member agencies in Lakewood.

Time Frame: Ongoing

Chapter 1

Introduction

Over the past three decades, Lakewood experienced significant changes in its demographic profile, evolving from a primarily White community to one with more than one half of its population comprised of minority persons. Along with the demographic shifts have been changes in the housing market. In recent years, the housing market has experienced a downturn, resulting in lower housing values; however, home prices are still higher than the recessionary period of the early 1990s. Generally, limited housing stock and the uncertain housing market, particularly in the rental housing market, may raise fair housing concerns.

Federal Fair Housing laws prohibit discrimination in the sale, rental, lease, or negotiation of real property based on race, color, religion, sex, national origin, familial status, and disability. California Fair Housing laws are built upon the federal laws and add marital status, ancestry, and “any arbitrary discrimination” as the protected categories under the laws.

To affirmatively promote equal housing opportunity, a community must strive to remove impediments in the private and public sectors that may work to impede fair housing choice. Impediments to fair housing choice are:

- *Any actions, omissions, or decisions taken because of race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, or any other arbitrary factor which restrict housing choices or the availability of housing choices; or*
- *Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, or any other arbitrary factor.*

1.1 Purpose of Report

This Analysis of Impediments (AI) to Fair Housing Choice provides an overview of laws, regulations, conditions or other possible obstacles that may affect an individual or a household’s access to housing in Lakewood. The AI involves:

- A review of Lakewood's laws, regulations, and administrative policies, procedures, and practices;
- An assessment of how those laws affect the location, availability, and accessibility of housing; and

- An assessment of conditions, both public and private, affecting fair housing choice.

The scope of analysis and the format used for this AI adhere to recommendations contained in the *Fair Housing Planning Guide* developed by the U.S. Department of Housing and Urban Development (HUD).

1.2 Organization of Report

This AI is divided into seven chapters:

1. ***Introduction*** defines “fair housing” and explains the purpose of the report.
2. ***Community Profile*** presents the demographic, housing, and income characteristics in Lakewood. It also presents major employers and identifies transportation access to job centers. Lastly, the relationships among these variables are discussed.
3. ***Mortgage Lending Practices*** analyzes private lending activities that may impede fair housing in Lakewood.
4. ***Public Policies*** evaluate City policies to determine if they impede Fair Housing Choice in Lakewood.
5. ***Assessment of Fair Housing Practices*** evaluates the fair housing services available to residents and identifies fair housing complaints and violations in the City.
6. ***Findings, Recommendations, and Actions*** provides conclusions and recommendations about fair housing in Lakewood.
7. ***Signature Page*** which includes the signature of the Chief Elected Official and a statement certifying that the AI represents Lakewood’s official conclusions regarding impediments to Fair Housing Choice and the actions necessary to address identified impediments.

1.3 Preparers of Report and Data Sources

This report was prepared by City of Lakewood Community Development Department staff and is funded by Community Development Block Grant (CDBG) administration funds.

The following data sources were used to complete this Analysis of Impediments to Fair Housing Choice. Sources of specific information are identified in the text, tables, and figures.

1990, 2000, 2010 and 2020 U.S. Census

- Local Profiles Report 2019, Profile of the City of Lakewood, Southern California Association of Governments (SCAG)
- 2012-2016 and 2018-2022 American Community Survey 5-Year Estimates
- 2020 and 2023 American Community Survey 1-Year Estimates
- California Department of Finance
- City of Lakewood Comprehensive General Plan, including the 2021-2029 Housing Element
- City of Lakewood Municipal Code
- Housing Authority of Los Angeles County, Section 8 data
- Home Mortgage Disclosure Act (HMDA) data regarding lending patterns
- Lending Patterns 2023
- Apartments.com
- Metropolitan Transportation Authority (MTA), Orange County Transportation Authority (OCTA) and Long Beach Transit (LBT) routes and schedules
- Interviews with Fair Housing service providers and other agencies
- Lakewood 2025-2029 Consolidated Plan
- 2012-2016 and 2017-2021 Comprehensive Housing Affordability Strategy (CHAS) Databook
- Federal Bureau of Investigation website: <https://www.fbi.gov/news/press-releases/fbi-releases-2023-crime-in-the-nation-statistics>

1.4 Public Participation

The preparation of this AI involved public outreach, participation, and incorporation of comments relative to meeting the fair housing needs of Lakewood. On January 27, 2025, a consultation workshop on the AI was conducted in the Executive Board Room located at The Centre at Sycamore Plaza in Lakewood. Public notice of the meeting was published in the *Press Telegram*, was posted in three public locations, and was published on the City's website (www.lakewoodcity.org). The meeting was attended by City staff and Fair Housing Consultants, Inc.

On April 3, 2025, the City held a community forum in conjunction with the Planning and Environment Commission to solicit input from service providers and residents. Public notice of the meeting was published in the *Press Telegram*, was posted in three public locations, and was published on the City's website (www.lakewoodcity.org). The meeting was attended by members of the City of Lakewood Planning and Environment Commission, City staff, and Fair Housing Consultants, Inc.

The Draft AI was made available for public review from January 27, 2025 through April 22, 2025. A public hearing was held before the City Council on June 10, 2025. Public notice of the meeting was published in the *Press Telegram*, was posted in three public

locations, and was published on the City's website. The meeting was attended by members of the City of Lakewood City Council, City staff, and Fair Housing Consultants, Inc. The Draft AI was published on the City's website for public review and comment.

Chapter 2

Community Profile

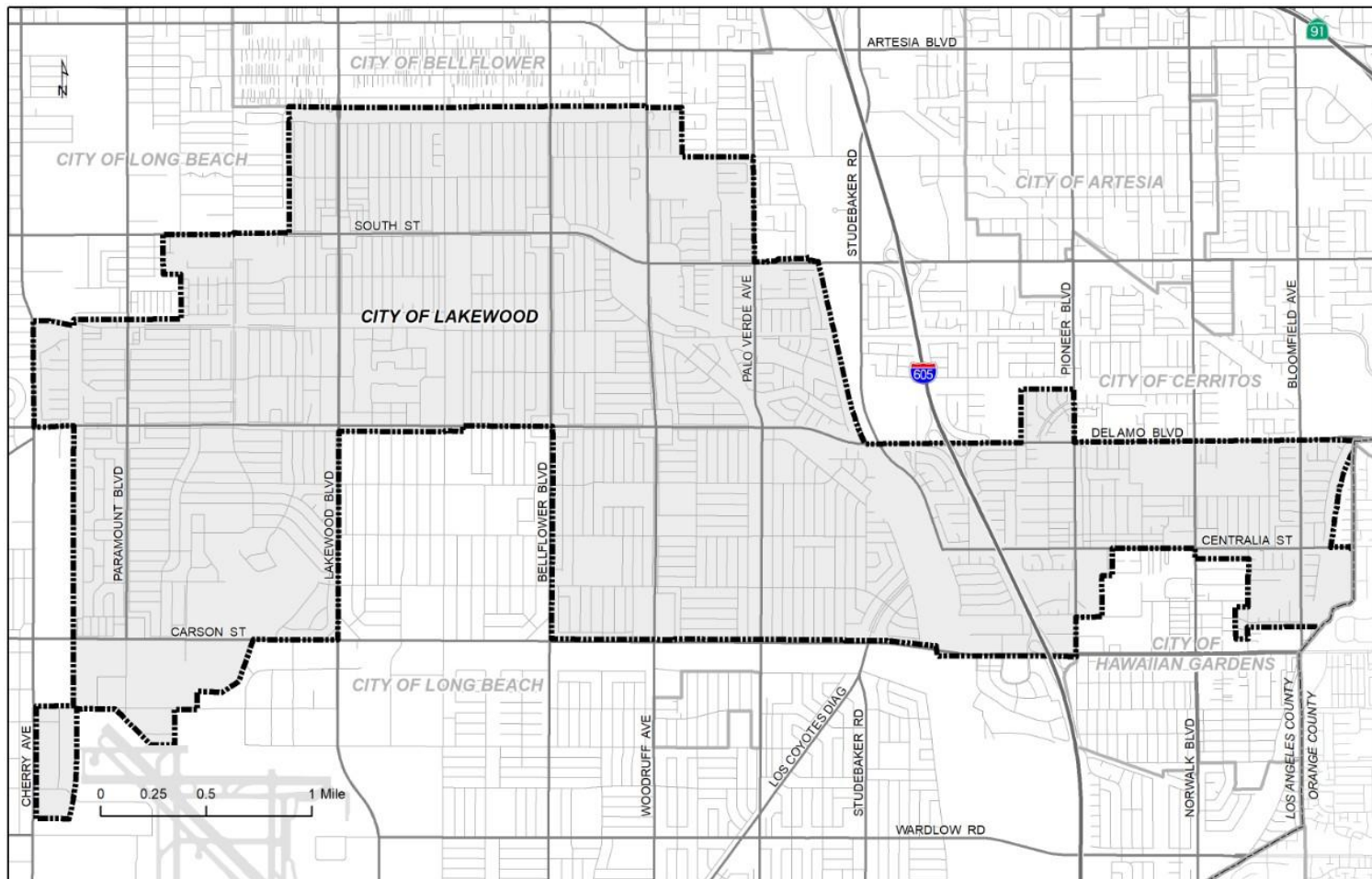
This chapter analyzes the demographic profile, income distribution, housing stock characteristics, and access to public transportation in Lakewood. The location of community facilities, such as group homes, in relation to low and moderate income areas is also analyzed. By assessing this information, the development of housing patterns within the City in relation to race, ethnicity, income, and other characteristics can be determined. This chapter discusses the various characteristics that may affect the ability of households with similar income levels in the same housing market to have a like range of housing choice.

2.1 Demographic Profile

Examination of demographic characteristics provides insight into the extent of equal access to housing in a community. Factors such as population growth and changes in age characteristics and racial/ethnic composition help determine a community's housing needs and assist in identifying potential impediments to Fair Housing Choice.

Population Growth

Lakewood is an older, developed community located in southeast Los Angeles County (See Figure 2.1). Between 1960 and 2020, the population of Lakewood increased from 67,126 to 82,496 persons, representing an increase of 20.5 percent. Over this 60-year period, the population of the City had risen to 82,972 in 1970 and declined to 73,557 in 1990, and rebounded to an estimated 78,135 in 2022 (See Table 2-1).



LEGEND

- MAJOR STREET
- FREEWAY
- - - CITY BOUNDARY
- ADJACENT CITY BOUNDARY

SOURCES: 2010/2020 US
CENSUS TIGER; COUNTY OF
LOS ANGELES; CITY OF
LAKEWOOD

Figure 2.1
Lakewood and Adjacent Cities

Table 2-1: Population Trends

Year	Population	Percent Change
1960	67,126	-
1970	82,973	23.6%
1980	74,654	-10.0%
1990	73,557	-1.5%
2000	79,345	7.9%
2010	80,048	0.9%
2020	79,676	-0.3%
2023	78,135	-2.0%

Source: U.S. Census 1960-2010 and American Community Survey 1-Year Estimates 2020 and 2023

Table 2-2: Population Trends and Household Size

Year	Population	Housing Units	Household Size
1960	67,126	18,301	3.66
1970	82,973	24,208	3.42
1980	74,654	26,250	2.84
1990	73,557	26,795	2.75
2000	79,345	27,310	2.90
2010	80,048	27,470	2.91
2020	79,676	27,697	2.97
2023	78,135	27,767	2.81

Source: U.S. Census 1960-2010 and American Community Survey 1-Year Estimates 2020 and 2023

Household Size

Household size is the average number of persons occupying a dwelling unit. As a result of the changing demographics and the shift in the ethnic composition of the City and the County as a whole, household size has been increasing.

The decrease in population between 1970 and 1990 was attributed to a decrease in household size. Lakewood has been a relatively stable community where residents have essentially “aged in place”; families that moved to Lakewood in the 1950s and 1960s remained in the City. As the children in these families became adults and left home, the population of the City decreased. This is evidenced by the decrease in household size from 3.66 persons per household in 1960 to 2.75 persons per household in 1990. Since 1990, the household size increased from 2.75 in 1990 to 2.97 in 2020, which is still below the 1960 level. The increase in household size starting in 1990 is attributed to new families with children moving into the community, but some of those children became adults and left home.

Age Characteristics

The age characteristics of the population are important indicators of the type of housing needed in the community. For example, a younger population may indicate a high proportion of families with young children and, therefore, the need for larger homes. In contrast, a large elderly population may indicate a need for an increased number of senior housing units.

Table 2-3 shows the age characteristics for Lakewood residents. The table shows that the age characteristics changed only slightly between 1990 and 2023 but has had an increasing trend. Persons age 10 to 19, 20 to 44, and 45-64 account for a larger share of the total population. In the meantime, the proportion of persons age 20-44 and persons 9 and under decreased while the overall population slightly increased in 2010 then slightly decreased in 2023. This may be due to young child-less couples and individuals moving into Lakewood, an increase in households lacking a family relationship, or a combination of these factors.

Table 2-3: Age Distribution 1990-2023

Age Groups	1990	2000	2010	2020	2023
65 and over	8,879	9,414	9,086	11,052	9,887
45 to 64	14,379	17,003	21,776	21,702	21,657
20 to 44	30,250	29,007	27,297	28,031	27,050
10 to 19	9,317	11,766	12,045	9,472	10,259
9 and under	10,732	12,155	9,844	9,419	9,282
Total Persons:	73,557	79,345	80,048	79,676	78,135

Source: U.S. Census 1990, 2000, 2010 and American Community Survey 1-Year Estimates 2020 and 2023

Race and Ethnic Characteristics

The race and ethnic composition of a population influence fair housing issues to the extent that certain racial and ethnic groups may experience discrimination. These influences are due to factors such as race, ethnicity, language spoken, or other cultural factors.

Table 2-5, presents the racial and ethnic characteristics of Lakewood residents. As shown, the City has undergone significant changes in racial and ethnic composition since 1990. The proportion of White residents decreased from 72 percent in 1990, to less than 34 percent in 2023. During these same reporting periods, the proportion of Hispanic residents increased from 15 percent to 43 percent. In addition, the proportion of Asian residents increased from 9 percent to 16 percent, while the proportion of African American residents increased from 4 percent to 8 percent in 2020 then decreased to under 6 percent in 2023.

The increase in “Other” households is due in large part to the inclusion of persons of two or more races. The 2000 Census marked the first time that residents could declare more

than one race, and these persons were placed in the “Other” category for the purposes of this analysis.

Table 2-4: Race and Ethnicity

Race and Ethnicity	1990	2000	2010	2020	2023	2020-2023 % Change
White, Non-Hispanic	72.3%	45.1%	55.9%	47.6%	33.7%	-39.2%
African American	3.5%	7.3%	8.8%	8.4%	5.6%	-33.3%
American Indian	0.5%	0.6%	0.7%	0.6%	0.8%	33.3%
Asian	9.0%	13.4%	16.4%	19.0%	15.9%	-17.7%
Pacific Islander*	--	0.6%	0.9%	0.8%	0.2%	-16.3%
Other**	0.1%	10.1%	17.3%	23.6%	43.8%	85.6%
Hispanic/Latino (any race)	14.6%	22.8%	30.1%	34.1%	43.2%	26.6%
Total:	100%	100%	100%	100%	100%	--

Source: 1990, 2010, 2018 Census and American Community Survey 2023 1-year estimates

*Included in Asian race category in 1990

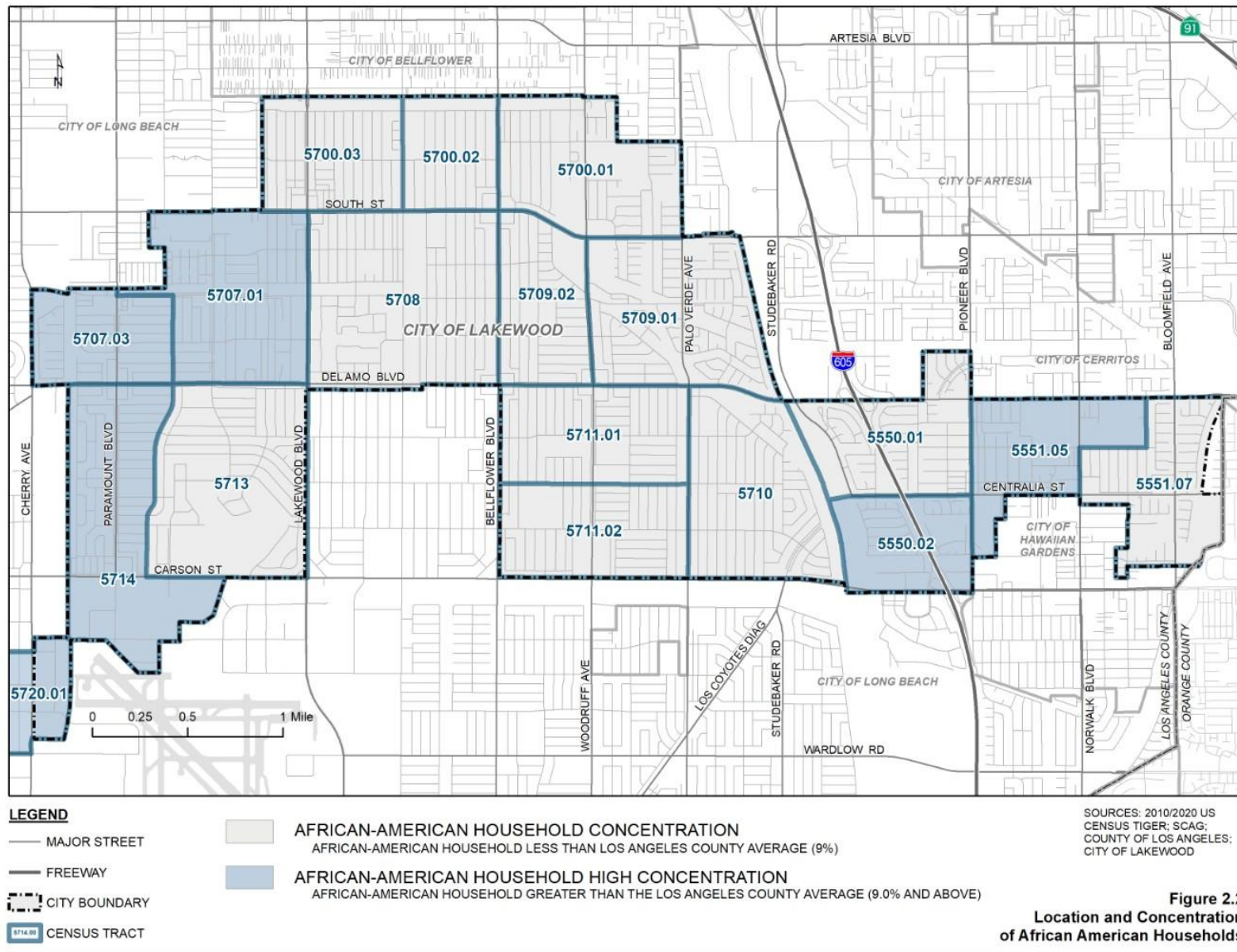
**Starting in 2000, included persons identifying as two or more races.

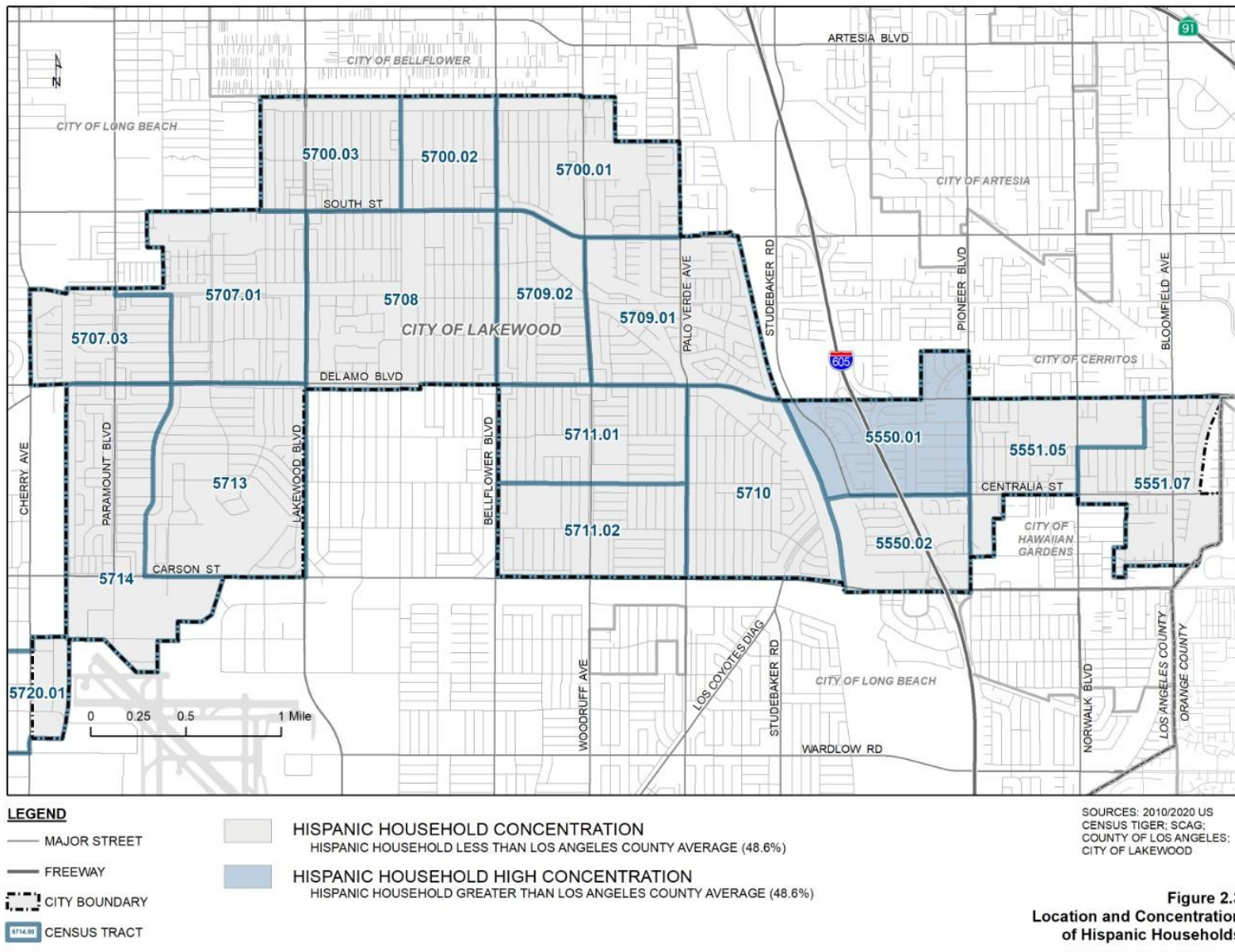
Racial and Ethnic Concentrations

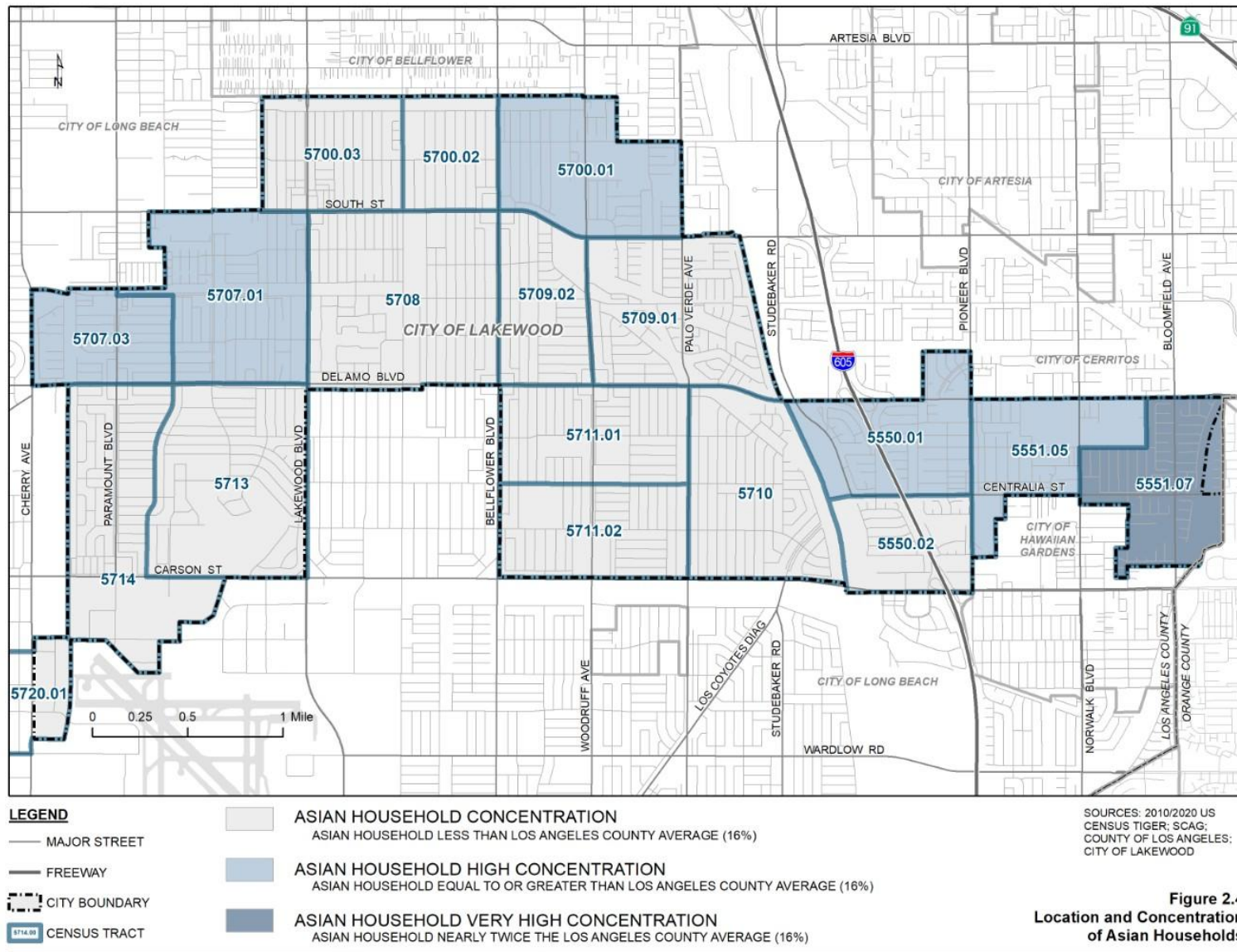
Figures 2.2, 2.3, 2.4 and 2.5 below illustrate the concentration of African American, Hispanic, Asian and Pacific Islander or Native Hawaiian households by U.S. Census Tracts and Blocks in the City. A concentration is defined as a greater proportion of total households than the County average, while a high concentration is defined as a proportion of more than twice the County average. The County averages for the racial or ethnic groups are as follows:

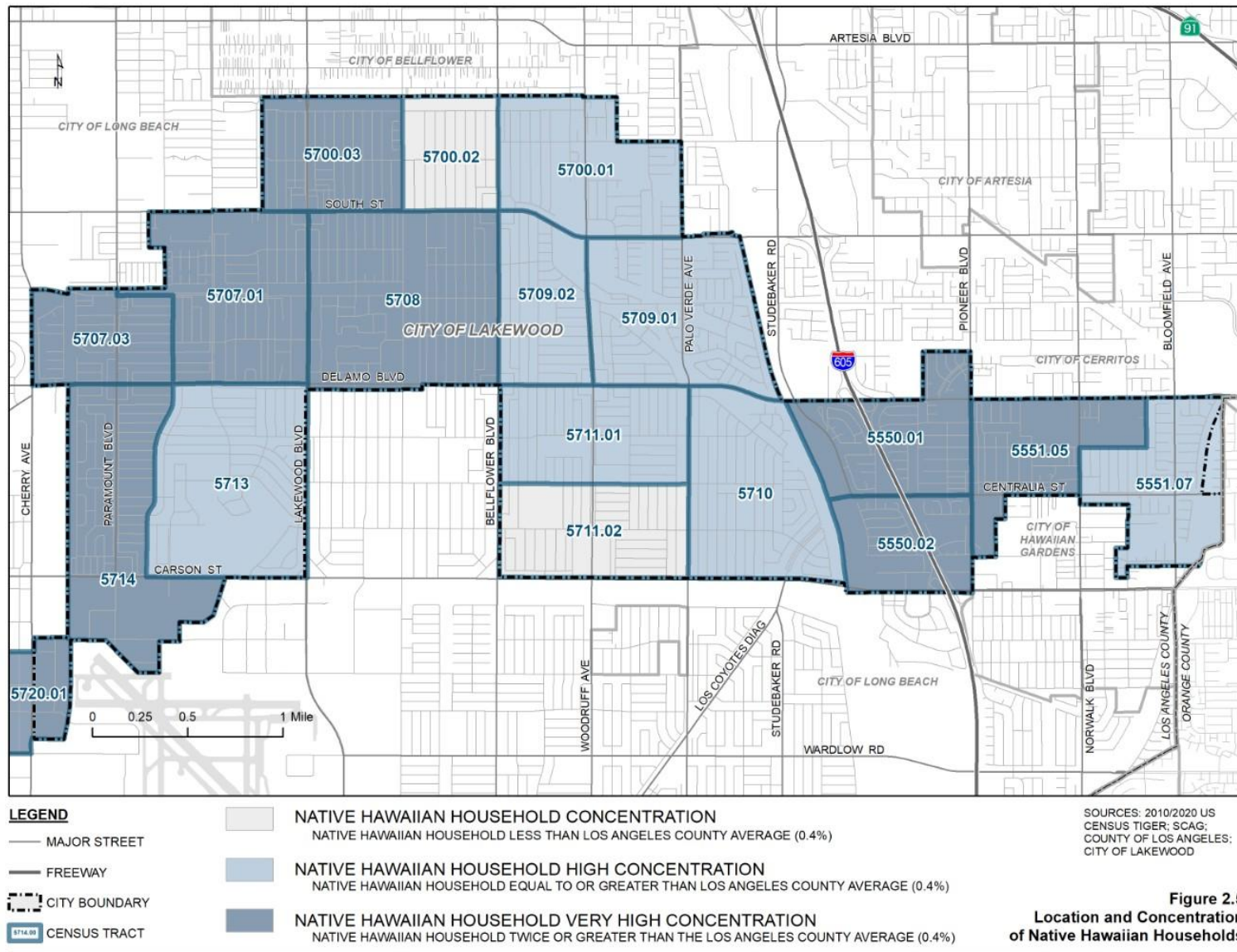
- Asian: 16%
- African American: 9%
- Hispanic or Latino (of any race) 48.6%
- Native Hawaiian: 0.4%

As the figures illustrate, most African American households are located in the eastern portion of the City near Cerritos and Hawaiian Gardens, as well as in the western portion of the City near Lakewood Center mall and the City of Long Beach. No high concentrations of African American households exist in the City. Hispanic households have concentrations in several blocks located in the eastern portion of Lakewood near Cerritos and Hawaiian Gardens. Several blocks have a high concentration of Asian households. These block groups are located in the eastern portion of the City, bordering Cerritos and Hawaiian Gardens, as well as two areas in the western portion of the City near Long Beach. Concentrations of Asian households are also located in the northern portion of the City bordering Bellflower. Concentrations and high concentrations of Native Hawaiian households are present throughout most census tracts of City of Lakewood.









2.2 Household Characteristics

Household type and size, income level, the presence of persons with special needs, along with other household characteristics may affect a household's access to housing. This section details the various household characteristics that may affect equal access to housing.

Household Composition and Size

According to Table 2-4 below, in 2000 there were 26,853 households in the City of Lakewood. In 2010, there were 26,543 households and in 2020 the number of households increased slightly to 27,319. In 2023 the City of Lakewood saw the lowest number of households in over 20 years with 25,033.

Table 2-5: Household Type Distribution

Household Type	2000		2010		2020		2023	
	Number	Percent of Total	Number	Percent of Total	Number	Percent of Total	Number	Percent of Total
Families	20,550	76.5%	20,382	76.8%	20,966	81.0%	19,574	78.2%
Single Parents	4,950	18.4%	4,719	17.8%	4,693	18.0%	5,325	21.3%
Other	1,353	5.0%	1,442	5.4%	1,660	1.0%	134	0.5%
Total	26,853	100%	26,543	100%	27,319	100%	25,033	100%

Source: 2000 and 2010 U.S. Census; 2018-2022 American Community Survey 5-Year Estimates and 2023 American Community Survey 1-Year Estimates

Specific characteristics may affect individual household access to housing in the community. The following discussion highlights the characteristics that may affect access to housing in Lakewood.

Large Households

Large households are defined as households with five or more members. These households are usually families with two or more children, and/or with extended family members. Large households are a special needs group because the availability of adequately sized, affordable housing units is often limited. In order to save for basic necessities such as food, clothing, and medical care, low and moderate income large households typically reside in smaller units, resulting in overcrowding. Furthermore, families with children, especially those families who are renters, may face discrimination or differential treatment in the housing market. For example, landlords may charge such families a higher rent or security deposit than they normally would, limit the number of children in a complex, confine families to a specific location, or choose not to rent to families with children.

According to 2017 Local Profile, in 2016 there were 4,324 large households in the City which account for 17 percent of all households in the City. Whereas more current data from CHAS 2017-2021 Data, shows there were 3,355 large households in the City, which equated to approximately 13 percent of all households. Of these large households, 29.3 percent are occupied by renters, and 70.7 percent were owner occupied. While there is a slight decrease in the number of large households when comparing the data from 2016, many renter households may not be able to find adequately sized housing due to the limited number of large rental units, and may be more likely to experience discrimination when trying to rent a smaller unit.

Single-Parent Households

The 2023 ACS 1-Year Estimates and 2020 ACS 5-Year Estimates reports an increase in the number of single-parent households between 2020 (4,963 or 18% of all households) and 2023 (5,325 or 21.3% of all households). The increase in single-parent households is a reflection of the City's slow population growth in the last decade. Single-income households pose a threat to single-parent households as many of these households are renters and may not be able to afford adequately sized housing. Further, adults and children in single-parent households are at a higher risk for adverse health effects, such as emotional and behavioral problems, compared to their peers. Children in such households are more likely to develop depression, smoke, and abuse alcohol and other substances. Consequently, these children experience increased risk of morbidity and mortality of all causes. Similarly, single parents suffer from lower perceived health and higher risk of mortality.

Persons with Disabilities

Lakewood is home to a number of people with disabilities that prevent employment, restrict mobility, or make self-care difficult. Disabilities are defined as mental, physical or health conditions that last over six months. Persons with disabilities may face discrimination in the housing market because of the need for wheelchairs, home modifications to improve accessibility, or other forms of assistance. More common examples of discrimination against persons with physical and/or other limitations include refusal to rent to a person in a wheelchair for fear a unit might be damaged. Discrimination may also occur by prohibiting service/guide animals of disabled applicants because of a no-pet policy. The 2023 ACS 1-Year Estimates state that 8,674 Lakewood residents live with a disability and have documented the following:

- 1,116 disabled persons aged 5 to 17 representing 7.9 percent of total population of persons aged 5 to 17
- 897 disabled persons aged 18 to 34 representing 5.5 percent of total population of persons aged 18 to 34
- 3,424 disabled persons aged 35 to 64 representing 10 percent of the total population of persons aged 35 to 64

- 1,157 disabled persons aged 65 to 74 representing 19.4 percent of the total population of persons aged 65 to 74.
- 2,078 disabled persons aged 75 and over representing 52.8 percent of total population of persons aged 75 and over.

The City offers many services to assist persons with disabilities, especially elderly persons. The City coordinates with Pathways Volunteer Hospice to provide in-home non-medical services to seniors with disabilities and Human Services, a non-profit that offers congregate meals and home-delivered meals to Lakewood's senior and disabled residents. The City also operates a Meals-on-Wheels Program, which provides meals to disabled persons of any age, as well as homebound seniors. In addition, the City's DASH transportation system is free to persons with disabilities, and Long Beach Transit offers a Dial-A-Ride service for elderly persons and persons with disabilities.

Persons with HIV/AIDS

Persons with HIV/AIDS sometimes face bias and misunderstanding about their illness that affect their access to housing. Such persons may also be targets for hate crimes. The Los Angeles County Department of Health, HIV Surveillance System, September 30, 2024 reported at year-end 2020, there were 172 residents aged 13 years or older living with diagnosed HIV (PLWDH) in the City of Lakewood. At year-end 2023, there were 181 residents aged 13 years or older living with diagnosed HIV (PLWDH) in the City of Lakewood. Of the 181 cases reported for 2023, 162 cases (90%) were male and 19 cases (10%) were female.

The City of Lakewood contracts with Pathways Volunteer Hospice to provide in-home non-medical services to terminally ill patients. Pathways Volunteer Hospice was originally a community outreach program established in 1985 by the Lakewood Regional Medical Center and has operated independently as a State agency since 1987. Services include physical, psychological, social and spiritual support to patients and family members.

The County of Los Angeles Department of Health Services funds AIDS services through Title I of the Comprehensive AIDS Resources Emergency (CARE) Act of 1990. Services include primary health care, mental health counseling, in-home care and treatment services, dental, case management, recreation/social, outreach and education, and transportation services.

Homeless Persons

Homeless persons often have a difficult time finding housing once they have gone through a transitional housing or other assistance program. Aside from the limited availability of affordable housing, some landlords may be unwilling to rent to someone who was formerly homeless. The difficulties may be even greater for homeless families and single-parent families who need larger affordable units to accommodate children.

According to the latest (2024) Homeless Count conducted by Los Angeles Homeless Services Authority (LAHSA), there are 86 persons experiencing homelessness Lakewood. The City does not directly provide supportive services to the homeless population through formal programs, however, homeless services are provided to people experiencing homelessness in Lakewood by multiple non-profit agencies, which include PATH, LAHSA Jovenes, Salvation Army, Bell Shelter and Pacific Clinic. Lakewood contracts with the Los Angeles County Sheriff's Department providing Lakewood with a Homeless Services Deputy and also contracts a Homeless Services Liaison. Services begin with outreach and continue until a person is permanently housed and supportive services are in place. The Homeless Services Deputy and Homeless Services Liaison refer and connect homeless individuals to the agency that best suits their housing and health needs.

The City offers assistance when specific needs arise. The City's Recreation and Community Services Department has provided its park staff with instructions to direct the needy and homeless to the City's Burns Community Center for assistance. At the Burns Community Center, which is the headquarters for homeless assistance in the City, the homeless receive information and access to referral services to address their immediate needs (food, shelter, etc.), as well as long-term guidance (health services, employment, etc.). The Burns Community Center estimates that the Center assists approximately 30 homeless persons a year. The City will continue to support its existing services as well as those provided by the County and other nearby jurisdictions. In February 2012, the City amended the Zoning Ordinance to permit emergency shelters by right in the M-2 zone. This is to comply with State law (SB2) requiring that a zone be identified to permit emergency shelters by right. This was also identified as a program in the certified Housing Element.

2.3 Income Profile

Household income is the most important factor affecting housing opportunity, determining a household's ability to balance housing costs with basic necessities. While economic factors limiting housing choice are not fair housing issues, the relationship between household income, household type, race/ethnicity, and other factors often create misconceptions and biases that raise fair housing concerns.

According to the 2023 ACS 1-Year Estimates, Lakewood residents earned a median household income of \$117,970, which is significantly higher than the median family income in Los Angeles Metropolitan Area, which was \$91,960. Historically, the median family income in Lakewood has consistently been higher than that of the County as a whole. Using updated income guidelines, current housing affordability in terms of home ownership can be estimated for the various income groups. The Department of Housing and Urban Development requires reporting on three income categories for the Consolidated Plan, based on the 2024 County median family income for a family of four persons, which is \$98,200:

- Extremely Low Income: 0-30% of the County MFI (Less than \$41,600)

- Very Low Income: 31%-50% of the County MFI (Less than \$69,350)
- Low Income: 51%- 80% of the County MFI (Less than \$110,950)

The extremely low to low income groups are collectively referred to as lower income groups. Most federal programs provide assistance to only those households in the lower income categories. As reported in the 2017-2021 CHAS Databook, prepared by HUD, approximately 63 percent of households in the City of Lakewood fall in the middle and upper income categories (earning from 81 to 100 percent, and over 100 percent of County MFI, respectively), while 37 percent of households fall in the extremely low, very low, and low income categories (earning up to 30 percent, from 31 to 50 percent, and from 51 and 80 percent of County MFI, respectively). Within the lower income groups, about 80 percent are elderly households. (See Table 2-5). Figure 2.5 below shows the concentration of low and moderate-income households.

Table 2-6: Income by Household Type

Household Type	Income Group			
	Extremely Low (0-30%)	Low (31-50%)	Moderate (51-80%)	Middle (81-100%) and Upper (100%+)
Elderly (62 and over)	52.2%	43.6%	23.2%	15.0%
Small Related (2 to 4)	23.2%	34.5%	48.4%	59.2%
Large Related (5+)	4.6%	10.2%	16.0%	13.5%
Other	20.0%	11.7%	12.4%	12.2%
Total	100.0%	100.0%	100.0%	100.0%
% of Total Households	10.6%	11.3%	15.5%	62.6%

Source: 2017-2021 CHAS Databook, Table 7

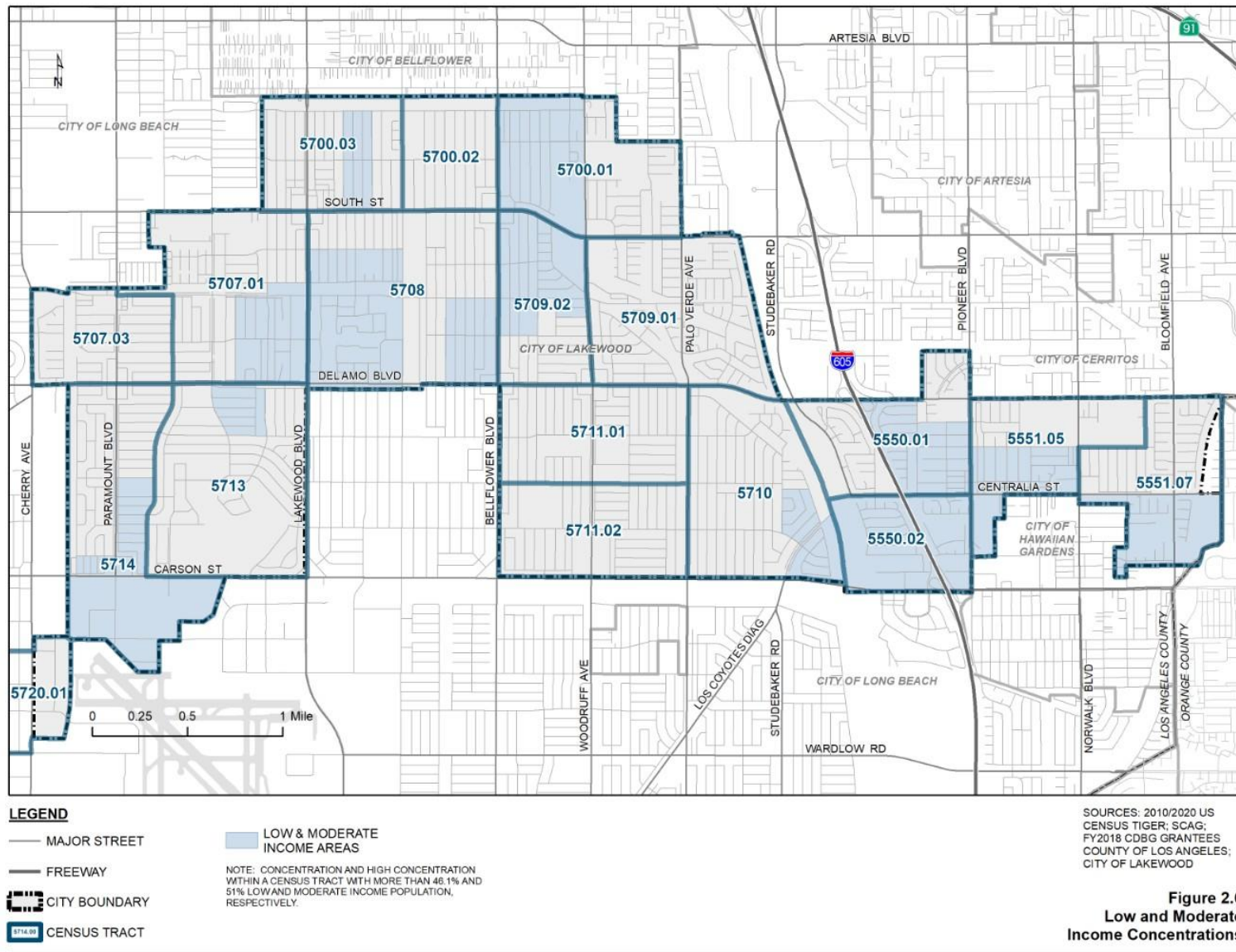
Income by Race/Ethnicity

Table 2-7 shows the income distribution of households by race and ethnicity as a percentage of median family income (MFI). As the table shows, the income distribution is similar among all racial groups. However, the category defined as Other or Multi-Race were represented the most in the middle and upper (100+% MFI) group. Nearly 80% of all groups fall into the middle or upper categories. The proportions for the extremely low and low income groups were similar across all races.

Table 2-7: Household Income Distribution by Race/Ethnicity

Race/Ethnicity	Income Group (% of MFI)				
	Extremely Low (0-30%)	Very Low (31-50%)	Low (51-80%)	Moderate (81-100 %)	Upper (100+ %)
Asian	15.2%	9.6%	18.7%	9.3%	47.2%
African American	9.3%	16.5%	17.9%	20.0%	36.3%
American Indian or Alaskan Native	17.6%	28.5%	6.7%	9.2%	38.0%
Hispanic (any race)	9.4%	12.2%	20.8%	13.0%	44.6%
Pacific Islander	9.4%	15%	8.1%	0%	67.5%
White	13.0%	5.2%	16.5%	19.0%	46.3%
Other Race	12.3%	13.6%	20.6%	11.7%	41.8%
Two or more Races	14.5%	8.2%	17.3%	13.1%	46.9%
Total	12.4%	8.9%	18.9%	14.6%	45.2%

Source: ACS 2023



2.4 Housing Profile

An assessment of the housing market in question must precede any discussion of Fair Housing Choice. This section provides an overview of the characteristics of the local and regional housing markets.

Housing Growth

During the 18-year period from 2000 to 2018, the increase in housing units has been minimal in Lakewood, with an increase of approximately 179 dwelling units. As shown in Table 2-8, a majority of the housing growth in Lakewood occurred prior to 1960. The City has been essentially built out since 1970, therefore, creating limited opportunities for future housing growth. As the table shows, the number of housing units increased by three percent during the 1990-2000 period, during the 2000-2010 period just over 2 percent, and 0.3 percent during the 2010-2018 period. However, between 2018 and 2024, the City saw increase of 2 percent due to the construction of ADUs. The ratio between single-family and multi-family units remained fairly constant during these periods. In 2000, 84% of units were single-family residences and 16% multi-family residential. In 2016, 87% of units were single-family residences and 13% multi-family residential. These figures do not include mobile homes and trailers, which has remained at 88 units over the past 20 years.

Table 2-8: Housing Stock Growth

Year	Number of Units	Percent Change
1960	18,301	--
1970	24,208	32.3%
1980	26,250	8.4%
1990	26,795	2.1%
2000	27,310	1.9%
2010	27,407	0.3%
2018	27,489	0.3%
2024	28,043	2.0%

Source: 1960 through 2010 U.S. Census; California Department of Finance, E-5, 2018.

- Mobile Home data from City of Lakewood 2021-2029 Housing Element.

Table 2-9 provides a summary of the housing stock by type within Lakewood up 2024. Because of Lakewood's slow housing growth, its housing type has remained fairly consistent. Of the housing units added to the housing stock from 2010 to 2018, nearly all (93%) were the result of the development of single-family attached units. In 2024, the City of Lakewood saw an increase of over 550 units, mainly due to the construction of ADUs. The number of mobile homes and trailers has remained stable at 88 units over this period.

Table 2-9: Housing Stock

Housing Type	Number of Units 2018	Number of Units 2024	Percent Change
Single-Family Detached	22,708	23,114	1.8%
Single-Family Attached	1,051	1,124	6.9%
Multi-Family (2-4 Units)	378	392	3.7%
Multi-Family (5 or more Units)	3,264	3,325	1.8%
Mobile Homes	88	88	0.0%
Total	27,489	28,043	2.0%

Source: California Department of Finance, E-5, 2018 and 2024.

Mobile Home data from City of Lakewood 2021-2029 Housing Element.

Tenure

Housing tenure refers to whether the inhabitant of a unit owns or rents the occupied unit. Housing tenure is important because it reflects the income levels of residents, the relative cost of various housing opportunities and also the ability to afford housing. The majority of Lakewood's households live in owner-occupied units. According to the 2017-2021 American Community Survey, 73 percent of the households were owners and 27 percent were renters. The owner to renter ratio is much higher than Los Angeles County's 46 percent owner to 54 percent renter ratio. Lakewood's tenure distribution has remained relatively the same since 1990.

Overcrowding

Overcrowding can be caused by a number of factors; however, it is also an indicator of a lack of affordable housing. Generally, unit overcrowding results from a combination of low earnings and high housing costs in the community. This is a reflection of the inability of households to buy or rent housing, which forces families to have extended family members or non-family members rent space from the primary family. The Census defines overcrowded households as units with greater than 1.01 persons per room, excluding bathrooms, hallways, and porches. Severely overcrowded households have greater than 1.5 persons per room.

As shown in Table 2-10, from 2000 to 2010, overcrowded housing in Lakewood decreased significantly from 12.2% in 2000 to 5.7% in 2010. Conditions of overcrowding in the City continued to decrease slightly from 2010 to 2019 to 5.3%. The decrease of overcrowding may have been the result of the steadily growing economy and job growth. However in 2023, the City saw the percentage of overcrowding jump to 9.2%. The same trend applies to severe overcrowding for the same time period.

Table 2-10: City of Lakewood Overcrowded Housing

Overcrowded Conditions	2000		2010		2019		2023	
	Over-crowded Housing	% of Over-crowded Housing	Over-crowded Housing	% of Over-crowded Housing	Over-crowded Housing	% of Over-crowded Housing	Over-crowded Housing	% of Over-crowded Housing
Overcrowded (1.01 – 1.50 persons per room)	1,659	6.2%	956	3.7%	1,080	4.1%	2,046	8.2%
Severely Overcrowded (Greater than 1.5 persons per room)	1,619	6.0%	539	2.1%	460	1.7%	241	1.0%
Total	3,278	12.2%	1,495	5.7%	1,379	5.3%	2,287	9.2%

Source: 2000 Census: Profile of Selected Housing Characteristics, 2006-2010 ACS, City of Lakewood 2021-2029 Housing Element and 2023 American Community Survey

Housing Cost and Affordability

Many housing problems are directly related to the cost of housing in a community. If housing costs are relatively high in comparison to household income, a correspondingly high prevalence of housing cost burden and overcrowding occurs. This section evaluates the affordability of the housing stock in Lakewood to low and moderate income households.

Owner-Occupied Housing

The value of homes varies substantially within the City of Lakewood, depending on the age, size and location of the home. In 2000, Lakewood's homes had an estimated overall median value of \$210,000 and increased to \$550,000 in 2006. By 2010, the median home price for existing single-family homes in Lakewood had fallen to \$390,000 and bottomed out at \$352,200 in 2011. In 2014, the median asking sales price for a single-family home in Lakewood had increased to \$438,500. According to Zillow, in 2024 the median asking price for a single-family home in Lakewood had risen to \$855,177. For the same time period, the median home value for surrounding jurisdictions was \$843,438 and the average was \$970,718. The median home price in Lakewood is slightly above the median and the average for the surrounding area:

Paramount	\$625,711
Bellflower	\$768,513
Long Beach	\$830,525
Downey	\$856,352
Cypress	\$1,039,614
Cerritos	\$1,703,594

Renter Occupied Housing

The rental housing market in Lakewood is comprised primarily of apartments and single-family homes. As shown in Table 2-11, apartment rents range from \$1,542 - \$1,905 for a studio or one-bedroom apartment and \$2,381 for a two-bedroom unit. Three bedroom units average \$2,871. According to realtor.com, three-bedroom, single-family home rates range from \$3,400 to \$5,500.

In 2014, the median price for a home in Lakewood was \$438,500 but by the end of 2018, it had risen to \$575,000 as noted above. In 2018 the median home price in Los Angeles County was \$597,500. This indicates that, with respect to home prices, Lakewood fared similar to the County as a whole. This demonstrates that Lakewood is a stable community as further reflected by a homeownership rate of 7.4% according to the Local Profiles Report 2019, Profile of the City of Lakewood, Southern California Association of Governments (SCAG).

In 2024, the median rent in Lakewood was \$2,381, which was lower than the Los Angeles County median rent of \$2,992. Table 2-11 presents a summary of rental rates and median home prices for both Lakewood and the County for 2024.

Table 2-11: 2024 Rental Rates

Rental Unit Types	Lakewood (2024)	L.A. County (2024)
Studio	\$1,542	\$1,697
1 Bed	\$1,905	\$2,158
2 Bed	\$2,381	\$2,992
3 Bed	\$2,871	\$4,266
Median Rent	\$2,381	\$2,992

Source: Apartments.com

Housing Affordability

Based on Federal and State guidelines that households should not spend more than 30 percent of their gross income on housing, the following table estimates the maximum housing costs affordable to very low income, low income, and moderate income households in Lakewood. The affordability threshold is adjusted based upon the size of the households.

Using updated income guidelines, current housing affordability in terms of home ownership can be estimated for the various income groups.

HUD requires reporting on four income categories for the Consolidated Plan, based on the 2024 Los Angeles County median family income for a family of four persons, which was \$98,200

- Extremely Low Income: 0-30% of the County MFI (Less than \$41,600)
- Very Income: 31%-50% of the County MFI (Less than \$69,350)
- Low Income: 51%- 80% of the County MFI (Less than \$110,950)
- Moderate Income: 81%- 120% of the County MFI (Less than \$117,850)

Assuming that the potential homebuyer for each income group has sufficient down payment, credit, and maintains housing expenses no greater than 30% of their income, the maximum affordable home prices can be calculated. As shown in Table 2-12, comparing the affordability with current market data on rents and mortgages indicates that:

- Extremely low-income households cannot afford housing of adequate size in the City of Lakewood. In particular, extremely low-income households cannot afford rental or homeownership in Lakewood.
- Lower, Moderate and Median income households are able to rent one and two-bedroom apartments. Homeownership is not affordable to these income groups.
- For Moderate Income households, however, though they still cannot afford a median priced home in Lakewood, they are very close to home ownership.

Table 2-12: 2024 Affordable Housing Prices and Rents by Income Groups

Income Category	Max. Home Purchase Price	Max. Home Rental Rate
Extremely Low Income (0-30% MFI) Less than \$41,600	\$210,000	\$1,155/month
Very Low Income (31%- 50% MFI) Less than \$69,350	\$350,000	\$1,926/month
Lower Income (51%- 80% MFI) Less than \$83,500	\$419,000	\$2,319/month
Median Income (100%) Less than \$98,200	\$495,000	\$2,727/month
Moderate Income (101-120%) Less than \$125,300	\$634,000	\$3,480/month

*Based on County Median Family Income of \$98,200. Calculation of affordable rent is based on 30% of gross household income. Calculation of affordable home purchase is based on down payment of 20%, annual interest rate of 7.3%, 30-year mortgage, and monthly payment of 30% of gross income.

Housing Cost Burden

According to 2017-2023 CHAS Data set, Table 3, 210 (0.78%) of Lakewood households were units with physical defects, 8,570 (32.1%) had overpayment issues, and 1,315 households had overcrowded conditions (4.9%). The housing assistance needs of renters were greater than owners, despite the 73% to 27% ratio of homeowners to renters. Among the household types, an average 45% of the low and moderate income households experienced some type of housing issue. The biggest impact was housing cost burden to the extremely low income of both homeowners (65%).

2017-2023 CHAS Data set, Table 7, 8,499 households or approximately 32% of Lakewood's total households overpaid for housing. Nearly two-thirds (65%) of the overpaying households were owners. One-third of the renter households who overpaid for rent were very low income as compared to one-fifth of owner households that were very low income. Providing for this need involves making affordable units available to extremely low and very low income households or providing government subsidies to lower income households. The distinction between renter and owner overpayment is important, because while homeowners may overextend themselves financially to purchase a home, they retain the option of selling. Renters, however, are limited to the rental market and are generally required to pay the rent established in that market.

Housing Condition

Accurate assessment of housing conditions can provide the basis for developing appropriate programs to maintain the quality of living in Lakewood. Housing units like any other tangible asset is susceptible to deterioration over time. Declining housing conditions can lower property values and discourage reinvestment as well as increase crime and promote slum and blight. Common repairs needed include new roofs, wall plaster and stucco. Homes 30 years or older with deferred maintenance require more substantial repairs, such as new siding, plumbing or multiple repairs to the roof, walls, etc. According to the recent estimates, approximately 95 percent of the City's housing stock or units are older than 30 years.

Table 2-13: City of Lakewood, Age of Housing Stock 2020

Year Built	Percent Share
2020 and later	0.6%
2010-2019	0.3%
2000-2009	1.5%
1990-1999	0.0%
1980-1989	6.7%
1970-1979	5.9%
1960-1969	10.7%
1950-1959	62.3%
1940-1949	11.0%
< 1939	1.0%
Total	100.0%

Source: 2023- ACS 1-Year Estimates

Code Enforcement

The City has a complaint-based code enforcement program known as the Community Conservation Program. The program divides the City into three areas, each with a Community Conservation Representative who responds to citizen service requests

regarding building, planning and zoning, and other property maintenance issues. More than 150 service requests are handled per month. The Community Conservation representatives work closely with the Housing Section of the Community Development Department to direct eligible property owners to City-sponsored rehabilitation programs to correct any code violations.

A primary concern of the Community Conservation Program is unsightly property. The property owners and/or tenants are notified by the City of accumulated refuse or debris, inoperative vehicles, overgrown vegetation, graffiti, building and/or zoning violations. In a move against graffiti, the City provides the labor and paint to remove any markings. If a color is requested, the City will use the property owner's paint for coverage.

A second concern is unauthorized rentals, often a result of the illegal conversion of garages to rental units. Illegal rentals may pose health and safety problems as the units may not be constructed or converted according to minimum health and safety standards.

The City also employs a Public Nuisance and Property Abatement Team, which consists of an assigned Sheriff's deputy, three Community Conservation Program representatives and a City prosecutor. Since 1999, the Team has worked to identify and "clean-up" residential and commercial properties that created a nuisance or provided a haven for crime, or otherwise disturbed the peace and safety of Lakewood residents. The program representatives handle notices for code violations, which are generally simple for property owners to correct. When there is criminal activity taking place on the property, the Los Angeles County Sheriff may become involved and the City Prosecutor may prosecute the person(s) responsible.

Another method to gain compliance from code violators is to have the Planning and Environment Commission reconvene as the Building Rehabilitation Board to address substandard properties. Typically, a code enforcement officer will recommend that the Building Rehabilitation Board to take a certain action within a given timeline. This method has proven effective in gaining compliance with property owners or abatement by the City.

2.5 Public and Assisted Housing

The availability and location of public and assisted housing is a fair housing concern if such housing is concentrated in one area of a city and, therefore, a household's access to housing may be limited to that area. In addition, public/assisted housing, including Section 8 rental assistance, should be accessible to lower income households regardless of race/ethnicity, disability or other special needs populations.

Section 8 Tenant-Based Vouchers

The Los Angeles Housing Authority administers the Section 8 Rental Assistance Program for the City. The Section 8 Program is a federally funded rental assistance program for families who are low income, elderly and disabled. Under this program,

housing choice vouchers are provided to allow very low income families to choose and lease safe, decent, and affordable privately-owned rental housing. A housing subsidy is paid to the landlord directly by the Housing Authority on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

Eligibility for a housing voucher is determined by the Housing Authority based on the total annual gross income and family size and is limited to US citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live.

Affordable Housing Projects

Apartment projects can receive housing assistance from a variety of sources in order to ensure that rents are affordable to low and moderate Income households. In exchange for public assistance, project owners are required to reserve a portion or all of the units for low and moderate-income households, with the length of use restrictions dependent upon the funding program. The City currently contains six assisted housing projects that provide 327 units of affordable housing:

- Candlewood Park - 81 units
- Whispering Fountains - 161 units
- Seasons - 85 units

The City has 2 low-income housing apartment projects totaling five apartment units and approximately 300 Accessory Dwelling Units (ADUs). Additionally, the City successfully negotiated the transfer of nine parcels of land in exchange for the development of 37 affordable for sale townhomes. Construction of the homes is expected to begin in July of 2025.

2.6 Licensed Community Care Facilities

Persons with special needs, such as the elderly and those with disabilities, must also have access to housing in a community. Community care facilities provide a supportive housing environment to persons with special needs in a group situation. Restrictions that prevent this type of housing represent a fair housing concern since lack of such housing impedes special needs groups from access to adequate housing. There are currently 25 community care facilities in the City of Lakewood, including 21 adult care facilities, three adult day program facilities, and one small family home. Figure 2-7 shows the location of these facilities.

2.7 Accessibility of Public Transit

Public transit is often the only travel option for lower income households. Public transit should link lower income households to major employment centers. A lack of

relationships between public transit, job centers, and affordable housing may impede Fair Housing Choice because persons who depend on public transit will be limited in the choice of where they can live.

Elderly persons and persons with disabilities are more likely than other groups to be transit dependent. Many rely on public transit to visit doctors, go shopping, or attend activities offered at the community centers. Housing for the elderly and persons with disabilities should be located near transit routes, or alternative transit should be made available for persons with special needs. This section discusses the accessibility of public transit to major employers, medical facilities, and other community facilities from lower income areas and housing for persons with special needs.

Public Transit

The Los Angeles County Metropolitan Transportation Authority (MTA), Long Beach Transit (LBT), Orange County Transportation Authority (OCTA) and Lakewood DASH provide transit services within the City. The combination of these agencies provides access within Lakewood and to other communities throughout the region. For passengers unable to use the regular bus service, the MTA-sponsored Access Paratransit service and the Long Beach Transit Dial-A-Ride provide services throughout the City. Lakewood Center mall serves as the transit hub for the City, with several different bus lines providing service to and from the mall.

Los Angeles County Metropolitan Transportation Authority (MTA)

MTA supports the needs of the disabled community by ensuring that all bus lines are accessible through wheelchair lifts and that rail systems are ADA-compliant for passengers with hearing, mobility, and visual impairments. Also, MTA offers reduced fares to disabled passengers. To assist riders with visual impairments, MTA provides Braille-encoded and large type "Metro Flash Books" for signaling the correct bus.

Two MTA bus routes provide service to Lakewood residents:

Line 265 originates at Lakewood Center mall and continues to the City of Pico Rivera. The route stops in North Long Beach, Paramount and Downey. *provides connection to the Metro Green Line light rail, which provides service to Los Angeles International Airport (LAX).*

Line 266 provides service from Lakewood Center mall to the City of Pasadena. En route to Pasadena, the bus route serves the communities of Bellflower, Downey, Pico Rivera, South El Monte, and Temple City. *The route also provides a connection to the Metro Green Line light rail.*

Long Beach Transit (LBT)

LBT operates several bus lines throughout Lakewood and the surrounding communities, with connections to MTA bus and rail service and OCTA bus service. LBT offers both fixed-route and Dial-A-Ride services in Lakewood.

Fifteen LBT bus routes provide service within the City of Lakewood:

Routes 21 and 23 originate at Rosecrans Avenue in the City of Paramount and run through Lakewood to the Long Beach Transit Mall, where a connection to the Metro Blue Line and several Long Beach Transit lines are provided.

Route 22 originates at Lakewood Boulevard in the City of Bellflower. Route 22 runs Downey Avenue through Lakewood to the Long Beach Transit Mall, where a connection to the Metro Blue Line and several Long Beach Transit lines are provided.

Routes 91, 92, and 93 provide service from the City of Bellflower to the Long Beach Transit Mall, where a connection with the Metro Blue Line light rail and several Long Beach Transit lines is provided. Stops within Lakewood include Lakewood Center mall, the Lakewood Civic Center, and Lakewood High School.

Route 101 runs from Santa Fe Avenue to the Long Beach Towne Center. The route provides a connection to the Metro Blue Line light rail and makes stops at Long Beach City College, and multiple stops along Carson Street as it approaches the Long Beach Towne Center.

Route 103 provides service along Carson Street to in Long Beach from Santa Fe Avenue to Lakewood Civic Center and Lakewood Center mall.

Routes 111 and 112 connect Lakewood Center mall to the Long Beach Transit Mall. Stops include Lakewood Medical Center, Long Beach City College, and Long Beach Airport.

Route 172 provides service from the Long Beach Transit Mall to the Norwalk Green Line Station. The buses also make stops at along Palo Verde Avenue in Lakewood, Long Beach City College, CSU Long Beach, Long Beach Towne Center, and Cerritos College.

Route 173 provides service from the Long Beach Transit Mall to Los Cerritos Mall in the City of Cerritos. The buses also make various stops in Lakewood along Carson Street and Norwalk Boulevard.

Route 191 runs from the Long Beach Transit Mall to Artesia High School. The bus makes stops at the Del Amo Blue Line Station and the Lakewood Center mall.

Route 192 provides service from the Long Beach Transit Mall to the Los Cerritos Center in the City of Cerritos. The bus also makes stops at the Del Amo Blue Line Station and the Lakewood Regional Medical Center.

Cerritos on Wheels (COW)

Route 1 and 2 provides service to and from Del Amo Boulevard, Pioneer Boulevard and Palo Verde Avenue in Lakewood to Cerritos College, ABC Adult School, Cerritos Senior Center, Cerritos Post Office, Cerritos Civic Center and various park facilities in Cerritos.

Orange County Transportation Authority (OCTA)

OCTA supports the needs of the disabled community by providing wheelchair lifts on buses and by offering reduced fares for elderly passengers and passengers with disabilities. In addition, OCTA offers the ACCESS service, which provides door-to-door service for passengers who are unable to board regular fixed-route buses.

One OCTA line serves Lakewood:

Route 38 runs from Del Amo Boulevard and Pioneer Boulevard in Lakewood to the Anaheim Hills area. The bus stops at the Buena Park Mall and the Anaheim Hills Metrolink station.

Major Employers

Table 2-13 shows the top ten employers in the City. Overall, 27 businesses in Lakewood had 100 or more employees, and nine had more than 200 employees. Figure 2.6 shows the location of these employers in relation to the City's employment centers. As the figure shows, most of the major employers are located near Lakewood Center mall, which serves as the City's transit hub. All other employers are located in close proximity to bus routes traversing the City.

Table 2-14: Major Employers

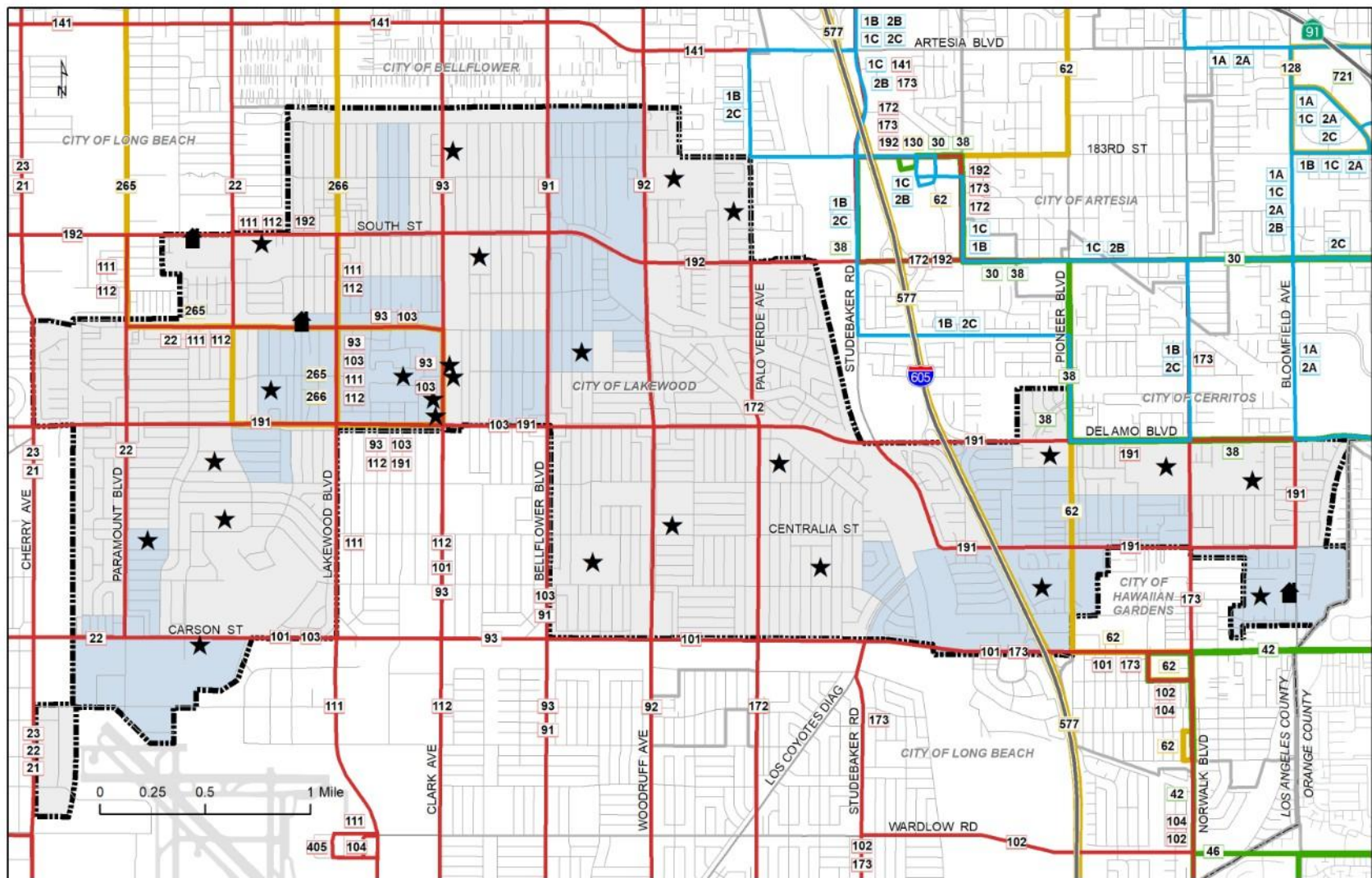
Business	Number of Employees
Long Beach Unified School District	909*
UCI Health	791*
City of Lakewood	607
Dept. of Children and Family Services	435*
Bellflower Unified School District	236
Los Angeles County Sheriff's Department	230
ABC Unified School District	280
Home Depot	302*
Cost Co	422
Albertson's	98

Source: Lakewood Community Development Department Staff contacted each employer for information.

*Information from 2020, employer did not respond for request for information

Community Facilities

Many lower income households, elderly, and persons with disabilities depend on public transit to reach community facilities, such as hospitals/clinics, community centers, public libraries, parks, and schools. Figure 2.7 shows the location of the community facilities, along with the location of transit routes and the assisted housing complex. As the figure shows, most of the community facilities are located immediately adjacent to public transportation routes.



LEGEND

- MAJOR STREET
- FREEWAY
- - - CITY BOUNDARY
- LOW & MODERATE INCOME AREAS

PUBLIC TRANSIT

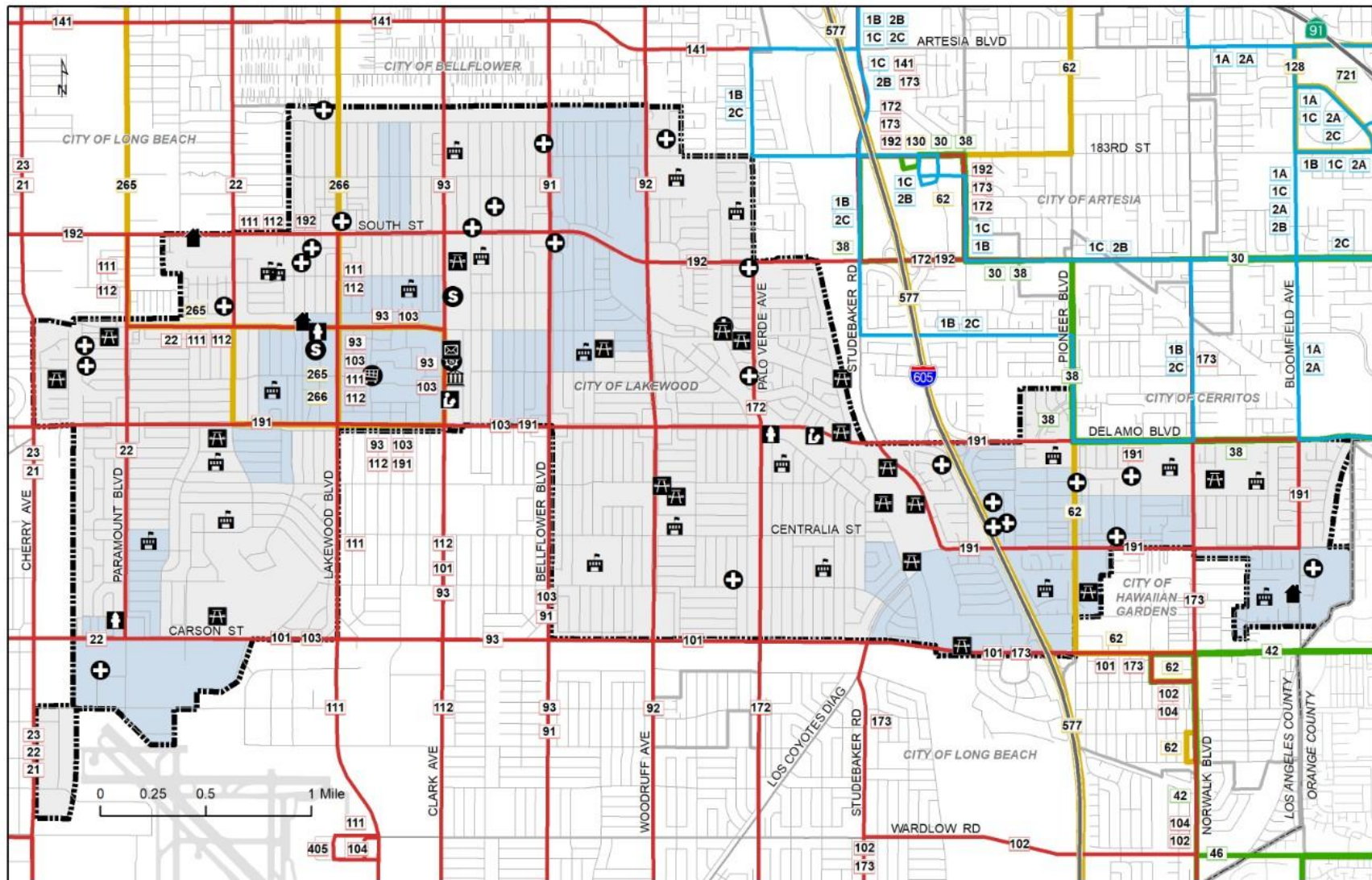
- 265 METROPOLITAN TRANSPORTATION AUTHORITY (METRO)
- 30 ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
- 173 LONG BEACH TRANSIT (LBT)
- 2-A CERRITOS ON WHEELS (COW)

- ★ TOP EMPLOYER
- PUBLIC & ASSISTED HOUSING

SOURCES: 2010/2020 US CENSUS TIGER; FY2018 CDBG GRANTEES; OCTA; METRO; COW; LBT; COUNTY OF LOS ANGELES; CITY OF LAKEWOOD

NOTE: CONCENTRATION AND HIGH CONCENTRATION WITHIN A CENSUS TRACT WITH MORE THAN 48.1% AND 51% LOW AND MODERATE INCOME POPULATION, RESPECTIVELY

Figure 2.7
Transit Accessibility to Employment Centers



LEGEND

- MAJOR STREET
- FREEWAY
- CITY BOUNDARY
- LOW & MODERATE INCOME AREAS

PUBLIC TRANSIT

- 265 — METROPOLITAN TRANSPORTATION AUTHORITY (METRO)
- 30 — ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
- 173 — LONG BEACH TRANSIT (LBT)
- 2-A — CERRITOS ON WHEELS (COW)

COMMUNITY FACILITIES

- CITY HALL
- FIRE STATION
- PUBLIC LIBRARY
- LICENSED CARE FACILITY
- PARK
- PUBLIC & ASSISTED HOUSING
- POST OFFICE
- PUBLIC SCHOOL
- SHERIFF STATION
- REGIONAL MALL
- SENIOR CENTER

SOURCES: 2010/2020 US CENSUS TIGER; FY2018 CDBG GRANTEES; OCTA; METRO; COW; LBT; STATE OF CA; COUNTY OF LOS ANGELES; CITY OF LAKEWOOD

NOTE: CONCENTRATION AND HIGH CONCENTRATION WITHIN A CENSUS TRACT WITH MORE THAN 46.1% AND 51% LOW AND MODERATE INCOME POPULATION, RESPECTIVELY.

Figure 2.8
Transit Accessibility to Community Facilities and Assisted Housing

Chapter 3

Mortgage Lending Practices

An essential aspect of Fair Housing Choice is equal access to credit for the purchase or improvement of a home. In the past, fair lending practices were not always employed by financial institutions. Credit market distortions and other activities such as redlining¹ prevented some groups from equal access to credit. The passage of the Community Reinvestment Act (CRA) in 1977 and the Home Mortgage Disclosure Act (HMDA) in 1979 was designed to improve access to credit for all members of the community. This section reviews the lending practices of financial institutions and the access minorities and all income groups have to home loans.

Community Reinvestment Act

The Community Reinvestment Act (CRA) is intended to encourage regulated financial institutions to help meet the credit needs of entire communities, including low and moderate income neighborhoods. Depending on the type of institution and total assets, a lender may be examined by different supervising agencies for its CRA performance. A search in the Federal Reserve Board (FRB), Federal Financial Institutions Examination Council (FFIEC), Federal Deposit Insurance Corporation (FDIC), Office of the Comptroller of the Currency (OCC), and Office of Thrift Supervision (OTS) databases was performed.

Home Mortgage Disclosure Act

In tandem with the CRA, the Home Mortgage Disclosure Act (HMDA) requires lending institutions to make annual public disclosures of their home mortgage lending activity. Under HMDA, lenders are required to disclose information on the disposition of home loan applications and on the race or national origin, gender, and annual income of loan applicants.

Detailed HMDA data for conventional and government-backed home purchase and home improvement loans in Lakewood were examined. HMDA data provides some insight into the lending patterns that exist in a community. However, the HMDA data is used only to indicate the potential for unfair lending practices; the data cannot be used to reach definite conclusions on discriminatory practices.

¹ The word “redlining” refers to the practice whereby a lender provides unequal access to credit or unequal credit terms to a person because of their race, creed, color or national origin or other characteristic(s) of the residents of the area where the applicant resides or will reside.

3.1 Disposition of Conventional Home Loan Applications by Race and Income of Applicant

Conventional Home Purchase Loans

Approximately 939 conventional home purchase loan applications were processed for homes in Lakewood in 2023 (Table 3-1). White applicants accounted for the largest portion of applications, with 38.7% of the total loans processed. Of all loans processed, 37.1% did not provide race information, and 4.9% of loans were marked as not applicable (such as financial institutions, not profit groups, REOs, etc).

Overall, 536 (57.1%) of conventional loan applications were approved, 8.2% were denied, 12.4% were withdrawn, 22.3% percent were either not used, were closed or were REO. Approval rates for conventional home purchase loans varied by applicant race. A review of the data found that White applicants were the largest group whose loan was originated (25.2%) followed by Asian applicants (9.2%). African American applicants had an approval rate of 2.3%. However, the loan denial rate was more equally balanced among Asian, African American, and White applicants (1.2%, 0.3%, and 3.9%, respectively). This reveals that White applicants had more equity, income, or other assets to obtain a conventional loan than other races, but the proportion of White applicants who had their loan denies was not significantly disproportionate from Asian and African American/Hispanic applicants. Those loans where race information was not provided was the second highest among approval rates, 16.5%. For those loan applications where race information was not provided, 2.2% were denied.

Approval rates for Hispanic or Latino loan applicants were 14.4% and for Non-Hispanic or Latino applicants the rate was 28.0%. The difference is 14 percentage points, which is a significant difference between these two ethnic groups.

Table 3-1: Disposition of Conventional Home Purchase Loan Applications by Race, 2023

	Total		Approved		Denied		Withdrawn		Not Used/ Closed/REO	
Race	#	%	#	%	#	%	#	%	#	%
American Indian or Alaska Native	2	0.2%	1	0.1%	0	0.0%	1	0.1%	0	0%
Asian	139	14.8%	86	9.2%	11	1.2%	16	1.7%	26	2.8%
African American	33	3.5%	22	2.3%	3	0.3%	3	0.3%	5	0.5%
Native Hawaiian/ Pacific Islander	4	0.4%	2	0.2%	1	0.1%	1	0.1%	0	0%
White	363	38.7%	237	25.2%	37	3.9%	57	6.1%	32	3.4%
2 or More Races	4	0.4%	1	0.1%	1	0.1%	1	0.1%	1	0.1%
Information not provided	348	37.1%	155	16.5%	21	2.2%	29	3.1%	143	15.2%
Not applicable	46	4.9%	32	1.6%	3	2.1%	8	2.2%	3	36.9%
Total	939	100%	536	57.1%	77	8.2%	116	12.4%	210	22.3%
Ethnicity										
Hispanic or Latino	236	25.1%	135	14.4%	25	2.7%	43	4.6%	33	3.5%
Not Hispanic or Latino	388	41.3%	263	28.0%	34	3.6%	52	5.5%	39	4.2%
Information not provided	314	33.4%	137	14.6%	18	1.9%	21	2.2%	138	14.7%
Not applicable	1	0.1%	1	0.1%	0	0%	0	0%	0	0%
Total	939	100%	536	57.1%	77	8.2%	116	12.4%	210	22.3%

Source: Lending Patterns 2023

While Table 3-1 provides an overall illustration of the loan disposition among different races for conventional loans, Table 3-2 below provides a more detailed analysis of loan approval rate by race and income of the applicant. As shown in Table 3-2, approval rates generally do not vary significantly by income or among racial groups of the same income level with the exception of American Indian population. Table 3-2 shows that only 50% applications submitted by moderate income American Indians purchased a home in 2023. Other indications of loan trends rates are relatively low approval rates for applicants earning less than 80 percent of MFI and somewhat higher approval rates among those applicants earning between 100 to 120% of MFI and significantly higher approval rates among those applicants earning more than 120% of MFI.

Among the racial groups, Asians, African Americans and Whites tend to have higher approval rates while American Indians and those with two or more races had the lowest in three income categories. Among applicants earning more than 120 percent of MFI, the approval rates ranged between 25% and 50%.

In examining the approval rates among the races, all races combined had a 3.9% approval rate for incomes less than 80% of MFI.

Table 3-2: Approval Rates for Conventional Home Purchase Loan, 2023

Race	Loan Approval Rate by Income Level			
	< 50%	50 - 80%	80 - 120%	> = 120%
American Indian or Alaska Native	0%	0%	50%	0%
Asian	2.9%	6.5%	6.5%	46.3%
African American	3.1%	6.3%	9.4%	50%
Native Hawaiian/Pacific Islander	25%	0%	0%	25%
White	3.3%	5.2%	9.4%	47.5%
2 or More Races	0%	0%	0%	25%
Info Not Provided	2.0%	1.7%	2.3%	31%
All Applications	1%	3.9%	6.2%	44.8%

Source: Lending Patterns 2023

3.2 Disposition of Conventional Home Loan Applications by Lender

In 2023, mortgage lenders received a total of 856 applications for a conventional home loan in the City of Lakewood. Of those, 482 conventional home loans were processed. The top 10 lenders in Lakewood processed 217 of all home purchase loan applications (Table 3-3). The top lender was Rocket Mortgage which accounted for 10.5 percent of all loan applications and 14.7 percent of all approved loans. United Wholesale approved 70 loans in the City during this period. It should be noted that there are many smaller lenders that processed just a handful of loans. The top two lenders in Lakewood, Rocket Mortgage and United Wholesale have highest approval rates (origination) of the top 10 lenders. Together, these two lenders have approved 29.2 percent of all approved loans. All of the top ten banks had denial rates of one percent or less.

Table 3-3: Disposition of Conventional Home Purchase Loan Applications by Top 10 Lending Institutions by Market Share, 2023

Lender	Disposition of Loans									
	Total 856		Originated 482		Denied 74		Withdrawn 104		Closed 47	
	#	Market Share	#	Market Share	#	Market Share	#	Market Share	#	Market Share
Rocket Mortgage	90	10.5%	71	14.7%	7	9.7%	8	7.7%	0	0%
United Wholesale	88	10.3%	70	14.5%	8	11.1%	9	8.7%	0	0%
SchoolsFirst	23	2.7%	16	3.3%	0	0%	5	4.8%	1	2.1%
JP Morgan Chase	33	3.9 %	13	2.7%	0	11.1%	3	2.9%	2	4.3%
Wells Fargo	22	2.6%	10	2.1%	2	4.2%	7	6.7%	1	2.1%
U.S. Bank National Assoc	28	3.3%	9	1.9%	8	11.1%	5	4.8%	0	0%
Guaranteed Rate	20	2.3%	7	1.5%	0	0%	3	2.9%	5	10.6%
Bank of America	17	2.0%	7	1.5%	5	6.9%	1	1.0%	2	4.3%
Ocmbc, Inc.	16	1.9%	7	1.5%	1	1.4%	1	1.0%	0	0%
Cross Country, LLC	10	1.2%	7	1.5%	0	0%	3	2.9%	0	0%
Total	347	40.7%	217	45.2%	31	55.5%	45	43.4%	11	23.0%

Source: Lending Patterns 2023

Homebuyer Assistance Programs

A common obstacle for first-time homebuyers in achieving homeownership is inadequate savings to make a down payment. Also, it is difficult for some buyers to obtain financing, especially when they have little or no funds towards a down payment. For this reason, many lenders offer first time home buyer programs. These programs vary from lender to lender, and can change from year to year. It is prudent for first time home buyers to spend extra time shopping and comparing the programs and rates that each lender has to offer.

3.3 Disposition of Government-Backed Home Loan Applications

Government-backed financing represents an alternative to conventional financing. Sources of government-backed financing include loans insured by the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), and the Rural Housing Services/Farm Service Agency (RHS/FSA).

Table 3-4 compares the total applications, approvals, and denials for conventional and government-backed home purchase loans. There were a total of 273 government-backed home loan applications in Lakewood during 2023. Relative to conventional loans, government-assisted loans had a slightly lower approval rate than conventional lenders, and a higher denial rate. This is consistent of lending conditions offered in 2023. Overall, government-assisted applications account for 20.7 percent of all home purchase applications in Lakewood.

Table 3-4: Comparison of Conventional and Government-Backed Home Purchase Loan Applications, 2023

Disposition	Loan Type			
	Conventional		Government-Backed	
	# of Applications – 856 Total	% of Total	# of Applications – 273 Total	% of Total
Loans Approved	482	56.3%	126	46.2%
Loans Denied	74	8.6%	38	14.0%
Loans Closed	47	5.5%	17	6.2%
Total	603	70.4%	210	66.4%

Source: Lending Patterns 2023

3.4 Lending by Census Tract and Tract Income by Minority Concentration

To identify potential geographic differences in mortgage lending activities, an analysis of the HMDA data was conducted by Census Tract and tract income levels. Based on the 2020 Census, HMDA defines a tract based on the following income levels:

- Low and Very Low Income Tract – median income < 50% County MFI
- Moderate Income Tract – median income between 51 and 80% County MFI
- Middle Income Tract – Tract income between 81 and 120% County MFI
- Upper Income Tract – Tract income >=120% County MFI

Table 3-5 shows the total number of applications, the origination rate, and the denial rate by Census tract for conventional home purchase loans in 2023. As shown, the origination rates varied widely among Census tracts from 1.2 percent to 6.4. The median origination rate is 3.0 percent.

Table 3-5: Comparison of Conventional Home Purchase Loans by Census Tract, 2023

Census Tract	Loan Applications by Census Tract									
	Total		Originated		Denied		Withdrawn		Closed	
	# of Loans	% of Total	# of Loans	% of Total	# of Loans	% of Total	# of Loans	% of Total	# of Loans	% of Total
555001	45	5.3%	20	2.3%	4	0.5%	3	0.4%	8	0.9%
555002	38	4.5%	18	2.1%	5	0.6%	5	0.6%	2	0.2%
555105	44	5.1%	20	2.3%	4	0.5%	7	0.8%	4	0.5%
555107	61	7.1%	25	2.9%	2	0.2%	10	1.2%	5	0.6%
570001	48	5.6%	26	3.0%	5	0.6%	7	0.8%	5	0.6%
570002	19	2.2%	10	1.2%	2	0.2%	1	0.1%	1	0.1%
570003	61	7.1%	27	3.2%	10	1.2%	8	0.9%	3	0.4%
570701	66	7.7%	39	4.6%	6	0.7%	4	0.5%	6	0.7%
570703	40	4.8%	30	3.5%	1	0.1%	2	0.2%	0	0.0%
570800	45	5.3%	31	3.6%	2	0.2%	5	0.5%	3	0.4%
570901	50	5.7%	26	3.0%	4	0.5%	9	1.1%	2	0.2%
570902	43	5.0%	26	3.0%	2	0.2%	5	0.5%	3	0.4%
571000	89	10.4%	55	6.4%	9	1.1%	10	1.2%	0	0.0%
571101	53	6.2%	22	2.6%	2	0.2%	11	1.3%	1	0.1%
571102	42	4.9%	30	3.5%	2	0.2%	5	0.5%	1	0.1%
571300	75	8.8%	46	5.4%	8	0.9%	11	1.3%	1	0.1%
571400	37	4.3%	21	2.5%	6	0.7%	2	0.2%	2	0.2%
Total	856	100%	472	55.1%	74	8.6%	105	12.1%	47	5.5%

Source: Lending Patterns 2023

3.5 Mortgage Refinancing

In recent years, the real estate market has undergone a major shake-up. Although prices declined precipitously a few years ago, the median home price rose significantly since then. Purchasing and refinancing a home has become more difficult following the national housing crisis. Lending standards have become more stringent, compared to how the standards of the mid-2000's.

Relative to home purchase applications, approval rates for mortgage refinancing applications are very low for all groups, with only 51.6 percent of refinancing applications being approved in 2023. As Table 3-6 shows, White applicants comprised the largest portion of applicants whose race was known. White applicants had the highest approval rate (24.3 percent) while Pacific Islander and American Indian applicants had the lowest (0.5 percent). Those applicants who claimed two or more races were 0 percent. The loan approval rates for Asian (6.3 percent), African American persons (4.4 percent). Applicants of Hispanic origin (12.8 percent) were significantly lower than applicants of non-Hispanic origin (24.6 percent) in obtaining approval of a refinancing loan. Since several factors influence the approval of refinance applications, it is difficult to determine the reasons for the disparity between White applicants and applicants of other races.

Perhaps White applicants, who purchased or inherited their homes in much earlier times than other groups, had more home equity, and could more easily qualify for a loan.

Table 3-6: Trends of Conventional Mortgage Refinancing Applications by Race, 2023.

	Total		Originated		Denied		Withdrawn		Closed	
Race	# of Loans	% of Total	# of Loans	% of Total	# of Loans	% of Total	# of Loans	% of Total	# of Loans	% of Total
American Indian or Alaska Native	7	0.9%	4	0.5%	2	0.2%	1	0.1%	0	0.0%
Asian	104	12.8%	51	6.3%	37	4.6%	11	1.4%	4	0.5%
African American	70	8.6%	36	4.4%	18	2.2%	8	1.0%	4	0.5%
Native Hawaiian or Other Pacific Islander	6	0.7%	4	0.5%	2	0.2%	0	0.0%	0	0.0%
White	329	40.5%	197	24.3%	91	11.2%	23	5.8%	13	1.6%
Info. Not Provided	24	3.0%	19	2.3%	5	0.6%	0	0.8%	0	0.0%
N/A	270	33.3%	108	13.3%	83	10.2%	29	3.0%	17	2.1%
2 or more	2	0.2%	0	0.0%	1	0.1%	1	0.1%	0	0.0%
Total	812	100%	419	51.6%	239	29.3%	73	12.2%	38	4.7%
Ethnicity										
Hispanic	197	24.2%	104	12.8%	59	7.3%	20	2.5%	13	1.6%
Not Hispanic	357	44.0%	200	24.6%	105	12.9%	29	3.6%	12	1.5%
Info. Not Provided	48	5.9%	34	4.2%	8	1.0%	5	0.6%	1	0.1%
N/A	210	25.9%	81	10.0%	67	8.3%	19	2.3%	12	1.5%
Total	812	100%	419	51.6%	239	29.5%	73	9.0%	38	4.7%

Source: Lending Patterns 2023

3.6 Predatory Lending and Housing Fraud

With an active housing market, potential predatory lending practices by financial institutions may arise. Predatory lending involves abusive loan practices usually targeting minority homeowners or those with less-than-perfect credit histories. The predatory practices typically include high fees, hidden costs, unnecessary insurance, and larger repayments due in later years. One of the most common predatory practices is placing borrowers into higher interest rate loans than called for by their credit status. Although the borrowers may be eligible for a loan in the “prime” market, they are directed into more expensive and higher fee loans in the “subprime” market. In other cases, fraudulent appraisal data were used to mislead homebuyers into purchasing over-valued homes, or fraudulent or misrepresented financial data is used to encourage homebuyers into assuming a larger loan than can be afforded. Both cases almost inevitably result in foreclosure or undesired sale of the property.

Predatory lending has also penetrated the home improvement financing market. Seniors and minority homeowners are the usual targets. In general, home improvement financing is more difficult to obtain than home purchase financing. Many homeowners have too high a debt-to-income ratio to qualify for home improvement loans in the prime market and become targets of predatory lending in the subprime market. Seniors are often swindled into installing unnecessary devices or making unnecessary improvements that are bundled with unreasonable financing terms.

Predatory lending is a growing fair housing issue. Predatory lenders who discriminate get some scrutiny under the Fair Housing Act of 1968, which requires equal treatment in terms and conditions of housing opportunities and credit regardless of race, religion, color, national origin, family status, or disability. This applies to loan originators as well as the secondary market. The Equal Credit Opportunity Act of 1972 requires equal treatment in loan terms and availability of credit for all of the above categories, as well as age, sex, and marital status. Lenders that engage in predatory lending would violate these acts, if they target African American, Hispanic or elderly households to buy higher-priced and unequal loan products; treat loans for protected classes differently than those of comparably credit-worthy Whites; or have policies or practices that have a disproportionate effect on the protected classes. Examples of fair lending violations include giving an African American borrower a higher-cost loan than a White borrower with a comparable credit rating, or buying such a loan in the secondary market.

In 1998, HUD began an initiative to address fraud in programs administered by the federal agency. The “Housing Fraud Initiative” investigation involved the Federal Bureau of Investigation, Internal Revenue Service and U.S. Attorney’s Office, and uncovered over \$110 million in fraud involving three types of schemes:

- Originating fraudulent loans that allowed unqualified borrowers to obtain mortgages insured by the Federal Housing Administration;
- A scam in which real estate professionals obtain mortgages in the names of fictitious borrowers; and
- Equity skimming, in which an owner sells a property to a so-called “straw buyer” at an inflated price. The straw buyer then defaults, but the seller has already profited.

An example of equity skimming is when a person buys a \$100,000 HUD foreclosed home and resells it for \$200,000 to a buyer who does not exist, but is made “real” through false or forged documents. This person makes a \$100,000 profit from the fraudulent loan, money that should have been awarded to deserving HUD applicants.

HUD targeted Southern California first under the program to a large extent because the default rate in the 7 Southern California counties is 50 percent higher than the national rate. In particular, Los Angeles, Riverside, and San Bernardino counties are known to

have the highest concentration of FHA foreclosures. In Lakewood, no FHA foreclosed property is currently listed on HUD's web page.

In addition, HUD, in conjunction with the U.S. Department of Treasury, formed the Joint-Task Force on Predatory Lending in 2000. The Task Force conducted an in-depth investigation of the problem and issued recommendations to Congress regarding improving consumer literacy and disclosure, reforming sales practices, improving market structure, and restricting abusive terms and conditions.

The State of California has also enacted additional measures designed to stem the tide of predatory lending practices. Senate Bill 537 signed by former Governor Gray Davis provided a new funding mechanism for local District Attorney's offices to establish special units to investigate and prosecute real estate fraud cases. The law enabled county governments to establish real estate fraud prosecution units.² Furthermore, former Governor Davis signed AB 489 in October 2001, a predatory lending reform bill. The new law prevents a lender from basing the loan strictly on the borrower's home equity as opposed to the ability to repay the loan. The law also outlaws some balloon payments and prevents refinancing unless it results in an identifiable benefit to the borrower.³

² Consumers Union, *The Hard Sell: Combating Home Equity Lending Fraud in California - Part I*, 1998.

³ Consumers Union, "Governor Davis Signs Predatory Lending Reform, October 11, 2001.

Chapter 4

Public Policies

Public policies, particularly land use controls, zoning regulations, and housing policies have the potential to impact the location and availability of housing choices. This chapter of the AI reviews the public policies of Lakewood in relation to fair housing choices.

4.1 Covenants, Conditions, and Restrictions (CC&Rs)

In the past, Covenants, Conditions, and Restrictions (CC&Rs) were used to exclude certain groups such as minorities from equal access to housing in a community. Today, the California Department of Real Estate reviews CC&Rs for all subdivisions of five or more lots, or condominiums of five or more units. This review is authorized by the Subdivided Lands Act and mandated by the Business Professions Code, Section 11000. The review includes a wide range of issues, including compliance with fair housing law.

The review must be completed and approved before the Department of Real Estate will issue a final subdivision public report. This report is required before a real estate broker can sell the units, and each prospective buyer must be issued a copy of the report. If the CC&Rs are not approved, the Department of Real Estate will issue a “deficiency notice”, requiring the real estate broker to revise the CC&Rs.

4.2 Public Policies and Programs Affecting Housing Development

The City’s Housing Element, General Plan, Planning and Zoning Code, Consolidated Plan and other documents have been reviewed to evaluate the following potential impediments to fair housing choice and affordable housing development:

- Local zoning, building, occupancy, health, and safety codes
- Public policies and building approvals that add to the cost of housing development
- Moratoriums or growth management plans
- Residential development fees
- Administrative policies affecting housing activities
- Policies that restrict housing or community development resources for areas of minority concentration, or policies that inhibit employment of minorities or individuals with disabilities
- Interdepartmental coordination between local agencies that provide housing or community development resources to areas of minority concentration or to individuals with disabilities
- Availability of public transportation and social services for persons with disabilities
- Community representation on planning and zoning boards and commissions

Local Zoning, Building, Occupancy, Health and Safety Codes

Zoning Ordinance

Higher density housing reduces land costs on a per-unit basis and thus facilitates the development of affordable housing. Restrictive zoning that requires unusually large lot and building size can increase housing costs and can impede housing production. Zoning Code regulations accommodate a wide range of housing types, including mobile homes, second units, accessory dwelling units (ADU), junior accessory dwelling units (JADU) group care facilities, and senior housing. Development standards such as density, height, setbacks, and parking are also specified in the Zoning Code. Table 4-1 identifies residential zone districts and development standards.

Table 4-1: Residential Zone Districts

Zone	Maximum Density	Maximum Height	Minimum Lot Size	Typical Residential Type
R-A	1 primary du, 2 ADUs and JADU per lot	35 feet	6,000 sq. ft.	Low-Density single family dwellings and accessory buildings; limited agriculture
R-1	1 primary du, 2 ADUs and JADU per lot	35 feet	6,000 sq. ft.	Low-Density single family dwellings and accessory buildings
M-F-R	32 du/ac ¹ , 40 du/ac ² , 50 du/ac ³ Plus 1 AUD per number of existing units but not more than 8 ADUs	25 feet	15,000 sq. ft.	Multi-family dwelling units and accessory buildings
MHP	10 du/ac	N/A	4 acres	Mobile Home

¹For parcels less than 12,500 square feet.

²For parcels 12,500 square feet to 25,000 square feet.

³For parcels greater than 25,000 square feet.

Source: Lakewood Land Use Element, Lakewood Municipal Code.

Definition of a Family

A community's zoning ordinance can restrict access to housing for relations failing to qualify as a "family" by the definition specified in the zoning ordinance. Even if the code provides a broad definition, deciding what constitutes a "family" should be avoided by cities to prevent confusion or give the impression of restrictiveness.

California court cases⁴ have ruled that an ordinance that defines a "family" as (a) an individual, (b) two or more persons related by blood, marriage or adoption, or (c) a group of not more than a certain number of unrelated persons as a single housekeeping unit is invalid. Court rulings stated that defining a family does not serve any legitimate or useful objective or purpose recognized under the zoning and land planning powers of the city,

⁴ *City of Santa Barbara v. Adamson. (1980), City of Chula Vista v. Pagard (1981), among others.*

and therefore violates rights of privacy under the California Constitution. A zoning ordinance also cannot regulate residency by discrimination between biologically related and unrelated persons.

The Lakewood Zoning Code defines a family as follows:

“One or more persons living as a single housekeeping unit as distinguished from a group occupying a boarding, rooming, or lodging house, hotel, or club. A family may include domestic servants.” (Lakewood Municipal Code, Section 9302.23)

Though the use of “family” in the Lakewood Zoning Code does not appear to be restrictive, the mere presence of the definition can be confusing and could lead to the perception of restrictiveness.

Community Care Facilities

The Lanterman Developmental Disabilities Services Act of the California Welfare and Institutions Code (Sections 5115 and 5116) declares that mentally and physically disabled persons are entitled to live in normal residential surroundings. The use of property for the care of 6 or fewer disabled persons is a residential use for the purpose of zoning. A State-authorized, certified or licensed family care home, foster home, or a group home serving six or fewer disabled persons or dependent and neglected children on a 24-hour-a-day basis is considered a residential use that is permitted in all residential zones for single-family dwellings. No local agency can impose more restrictive zoning or building and safety standards on these homes. There are 20 community care facilities in the City of Lakewood. All facilities are located within residential zones.

Accessory Dwelling Units

Accessory dwelling units are attached or detached dwelling units that provide complete independent living facilities for one or more persons and that are secondary to the primary dwelling unit on a lot. The units must include permanent provisions for living, sleeping, cooking, laundry and sanitation. Second units may be an alternative source of affordable housing for low income households, particularly for seniors. In September 2018, the City amended the Zoning Ordinance to permit accessory dwelling units by right in residential zones, subject to certain development standards. State law requires local jurisdictions to ordinances that establish the conditions under which accessory dwelling units will be permitted or to adopt the State law provisions governing second units (Government Code, Section 65852.2).

Mobile Homes/Manufactured Housing

State legislation mandates the inclusion of mobile home/manufactured housing in a jurisdiction’s land use policy. The City permits mobile homes or manufactured housing on single-family lots. In addition, the City has a Mobile Home Park zone, which allows for the establishment of mobile home parks.

Density Bonuses

In October 2014 the City amended its municipal code to comply with State Density Bonus law. The amendment repealed old density bonus language and replaced it with a section that references the State law and any amendments thereto. The City will continue to promote density bonus provisions for residential development projects.

Parking Requirements

The Lakewood Zoning Code requires two covered parking spaces for each single-family unit. In the Multi-Family Residential (M-F-R) zone, dwelling units with two or fewer bedrooms require two parking spaces, units with three bedrooms require two and one-half parking spaces, and units with four or more bedrooms require three spaces. In addition, the zoning code requires that guest parking be provided in the M-F-R zone at a ratio of 10 percent of the spaces required for the units.

For senior housing or housing for persons with disabilities, parking requirements can be reduced to one parking space per three units plus one parking space for every three employees. The 10 percent additional guest parking is also required for these units.

Senior/Affordable Housing

Lakewood has three senior assisted-housing projects totaling 367 units. The City provides flexible development standards, including reduced parking standards and smaller unit sizes, in order to encourage the development of senior and affordable housing projects. The City also encourages preservation of these units as affordable housing, as conversion to a market-rate use requires additional on-site parking, development of larger units, and other standards to comply with the Zoning Code.

Building Codes

The City has adopted the State Uniform Building and Housing Codes. These codes are considered to be the minimum necessary to protect the public health, safety, and welfare. No local amendment has either been initiated or approved that directly affects housing standards or processes.

Public and Administrative Policies Concerning Community Development and Housing Activities

Important criteria of the State Department of Housing and Community Development's (HCD) approval of any housing element includes a determination that the local jurisdiction's policies do not unduly constrain the maintenance, improvement, and development of a variety of housing choices for all income levels. The City's 2021-2029 Housing Element was approved by the Department of Housing and Community

Development on September 16, 2022. The 2021-2029 Housing Element identifies the following goals:

- 1.1 Preserve and improve the existing affordable housing stock.
- 1.2 Preserve and improve the residential neighborhood environments that provide a high quality of life for all Lakewood residents.
- 2.1 Develop housing to meet the identified local housing needs of the community while maintaining and providing a high quality of life for all Lakewood residents.
- 2.2 Develop the maximum number of new housing units possible to meet Lakewood's fair share of regional housing needs as identified in the SCAG regional housing needs assessment.
- 2.3 Achieve compliance with energy conservation measures to be included in new housing developments.
- 2.4 Provide suitable sites for housing development.
- 3.1 Provide housing assistance needs of Lakewood residents.
- 4.1 Promote housing opportunities for all persons regardless of race, color, ethnicity, national origin, religion, sex or marital status.

The following are summaries of key programs contained in the 2021-2029 Housing Element that facilitate the provision of quality housing and a range of housing choices:

- *Code Enforcement and Community Conservation* - The City has an active code enforcement program dedicated to preserving and improving the environmental quality of the City. Community Conservation Officers receive approximately 150 service requests each month. Community Conservation Program staff will continue to work closely with the Housing Section to refer eligible property owners to the rehabilitation loan programs offered through the City.
- *Home Rehabilitation Loan and Grant Programs* - The City offers home rehabilitation loan programs for low income household and senior household properties. The maximum loan amount for single-family homes is \$35,000. This program helps provide quality housing for seniors and lower income households. The City also offers a Fix-Up Paint-Up Grant Program, whereby households can receive minor home repairs. Another grant program was introduced during FY 2024-2025, whereby Lakewood residents residing in a single-family home and in need accessible modifications can receive a grant from the City to perform such modifications. In addition, the Teens in Lakewood Care (TLC) program provides general landscape maintenance and light housekeeping services to qualified low

- income property owners through a cooperative program between the City of Lakewood, the Lakewood Jaycees, and area high school students.
- *Condominium Conversion Regulations* - The Lakewood Municipal Code contains a Condominium Conversion Ordinance that restricts the conversion of rental units to owner-occupied units when the vacancy rate for the City is below five percent. By restricting the conversion of rental units, the City ensures that a variety of housing choices exist for residents.
- *Density Bonus* – Pursuant to State law, the City allows density bonuses for residential development projects. The City provides information regarding density bonuses and other housing incentives on the City website.
- *Section 8 Rental Assistance* – In July 2011 the City voluntarily transferred its budget authority and baseline units from the Lakewood Housing Authority to the Housing Authority of Los Angeles County (HACLA) for administration of the program. The City continues to provide information and refers the elderly, large families and lower-income families to this program.
- *Lakewood Housing Strategy* - The Lakewood Housing Strategy has been designed to develop a comprehensive housing program for the portion of Lakewood east of the San Gabriel River. The formulation of a housing strategy for this portion of Lakewood entailed surveying each parcel within the area and determining the condition, occupancy, ownership patterns, housing types, available parking, condition of public improvements, traffic counts, population density, student generation, code enforcement history, fire and public safety concerns and other factors which help describe the quality and state of the housing. This data is being utilized in conjunction with economic statistics on property re-sales and leasing in the area to describe the current state of Lakewood's housing stock. From the data collected, a housing strategy is formulated for the sub-areas of greatest need.
- *Homebuyer Assistance Programs* – The California Housing Finance Agency's Mortgage Credit Certificate (MCC) tax credit program functions as a federal income tax credit that reduces the borrower's potential federal income tax liability. The credit may be used by first-time home buyers to convert a portion of the annual mortgage interest into a direct income tax credit, and therefore lowering the amount of federal taxes the holder of the MCC would have to pay for the duration of the loan. The credit is subtracted dollar-for-dollar from the homebuyer's federal income taxes. Qualified buyers are awarded a tax credit of up to 15 percent and the remaining 85 percent may be taken as a deduction from the income in the usual manner.

This program encourages more owner-occupied housing and provides greater home ownership opportunities for families in Lakewood, particularly those that are low and moderate income. Interested residents go through the normal process of choosing a realtor and arranging financing through a program participating lender.

If the home selected is eligible for the program, the lender applies for the MCC on behalf of the buyer. Home prices, location and other participant restrictions apply.

- *Fair Housing Program* - The City contracts with a fair housing consultant to provide a variety of fair housing services, including education, counseling, dispute investigation and resolution, case referrals, and training. The City reviews the Fair Housing Program quarterly to identify specific areas of need in the City and to focus programs toward meeting these needs.

Moratoriums/Growth Management

Lakewood does not have building moratoriums or growth management plans that limit housing construction.

Development Fees/Assessments

Development fees and taxes charged by local governments also contribute to the cost of housing. In Lakewood, the fees charged for residential developments are designed to offset the cost of permit processing. Examples of fees include Site Plan Review, Special Use Permit application, Environmental Assessment, and Design Review among others. In addition, school impact fees are assessed by the State. Fees charged by the City are lower than most of the surrounding communities and thus do not unduly restrict the provision of a range of housing choices.

Community Representation

An important strategy for expanding housing choices for all residents is to ensure that residents' concerns are heard. A jurisdiction must create avenues through which residents can voice concerns. Lakewood's commissions and committees are populated by members from the community. The role of these commissions and committees is discussed below. Overall, the City provides for sufficient community representation in the decision-making process of housing-related matters.

Planning and Environment Commission

The Planning and Environment Commission reviews and makes decisions on a variety of land use matters such as subdivisions, conditional use permits, community plans, design reviews, and variances. The Commission also reviews and makes recommendations to the City Council on issues pertaining to the General Plan, Specific Plans, zone changes, annexations, and other policy issues regarding development. The Planning and Environment Commission consists of five members appointed by the City Council to serve two-year terms.

Development Review Board

The Development Review Board (DRB) is composed of an architect, a landscape architect, and the Director of Community Development. The Development Review Board serves as both an advisory and approval body that reviews aspects of project design. The primary goal of the Development Review Board is to ensure that physical property improvement projects are designed and constructed in accordance with the City's high standards of quality. The DRB conducts the review process and applies conditions of approval in a judicious manner so as not to cause undue burden on any development. DRB meetings are informal and open to the public.

Recreation and Community Services Commission

The Recreation and Community Services Commission studies issues related to Lakewood's recreational programs and social services. The Commission consists of five members appointed by the City Council to serve two-year terms. All meetings are open to the public in order to give residents adequate opportunity to voice opinions.

Community Safety Commission

The Community Safety Commission has the responsibility of studying, planning, and recommending appropriate action to the City Council on matters pertaining to traffic, public safety, fire prevention, law enforcement services, public health, animal control, civil defense, and disaster planning and control. All meetings are open to the public in order to give residents adequate opportunity to voice opinions.

Chapter 5

Assessment of Fair Housing Practices

This chapter provides an overview of current fair housing practices in Lakewood. Recent fair housing complaints, violations, and suits are evaluated to determine trends or patterns of impediments to fair housing in the City.

5.1 Fair Housing Practices of Realtors and Other Housing Associations

A number of professional organizations for housing services are engaged in the maintenance and furthering of fair housing choices. These include real estate associations and apartment associations. This section provides an overview of the fair housing commitments of these organizations and the services they provide to promote the awareness of fair housing among its membership.

Real Estate Associations

On December 6, 1996, HUD and the National Association of Realtors (NAR) entered into a Fair Housing Partnership. The partnership requires HUD and NAR to develop a Model Affirmative Fair Housing Action Plan for use by members of NAR to satisfy HUD's Affirmative Fair Housing Marketing regulations. The NAR has developed a Fair Housing Program to provide resources and guidance to Realtors in ensuring equal professional services for all people.

Fair Housing Declaration

The term "realtor" identifies a licensed professional in real estate who is a member of the NAR. Not all licensed real estate brokers and salespersons are members of the NAR. However, realtors who are members of NAR must pledge to conduct business in keeping with the spirit and letter of the Code of Ethics. Specifically, Article 10 of the Code of Ethics obligates realtors to affirmatively further fair housing as follows:

REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity. (Amended 1/23)

REALTORS®, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity. (Amended 1/23)

Article 10 is a firm statement of support for equal opportunity in housing. In accordance with Article 10, Code of Ethics, each realtor must uphold the following pledge:

- **Standard of Practice 10-1**

When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any activity which may result in panic selling, however, REALTORS® may provide other demographic information. *(Adopted 1/94, Amended 1/06)*

- **Standard of Practice 10-2**

When not involved in the sale or lease of a residence, REALTORS® may provide demographic information related to a property, transaction or professional assignment to a party if such demographic information is (a) deemed by the REALTOR® to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail. *(Adopted 1/05, Renumbered 1/06)*

- **Standard of Practice 10-3**

REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity. *(Adopted 1/94, Renumbered 1/05 and 1/06, Amended 1/23)*

- **Standard of Practice 10-4**

As used in Article 10 “real estate employment practices” relates to employees and independent contractors providing real estate-related services and the administrative and clerical staff directly supporting those individuals. *(Adopted 1/00, Renumbered 1/05 and 1/06)*

- **Standard of Practice 10-5**

REALTORS® must not use harassing speech, hate speech, epithets, or slurs based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity. *(Adopted and effective November 13, 2020, Amended 1/23)*

Diversity Certification

The NAR has created a diversity certification, “At Home with Diversity” to be granted to licensed real estate professionals who meet eligibility requirements and complete the NAR “At Home with Diversity” course. The certification assists in the development of increased awareness of cultural and personal biases that may inhibit a realtor for fully embracing diversity and creating a successful multicultural real estate business. It also assists in learning inclusive, multi-cultural marketing and advertising strategies to broaden client base, and to formulate an inclusive business plan to help you create an enduring business that is able to adapt and evolve to an ever-changing marketplace. The coursework provides valuable business planning tools to assist real estate professionals in reaching out and marketing to a diverse housing market. The NAR course focuses on diversity awareness, building cross-cultural skills, and developing a business diversity plan. In July 1999, the NAR Diversity Program received the HUD “Best Practices” award.

California Association of Realtors (CAR)

The California Association of REALTORS® supports a diverse, 200,000+ member community and the diverse communities that those REALTORS® serve. They are committed to protecting and expanding the opportunity for all communities to sustainably own, use and transfer real property. Even with long-standing state, federal and local laws prohibiting discrimination, many communities remain segregated and housing discrimination and barriers to equal housing opportunity persist for communities of color, women, people with disabilities, members of the LGBTQ+ community and other marginalized communities.

Good fair housing practices are essential for a compliant and professional real estate business. REALTORS®, as the first point of contact for many home buyers and sellers can make a huge difference in someone’s homeownership journey. With underserved communities facing additional homeownership challenges and racial homeownership gaps that remain stubbornly large; REALTORS® as stewards of homeownership, can make a huge difference. The CAR has created fair housing and anti-discrimination effort with the following initiatives:

REALTOR® Education and Training

To properly address fair housing issues, we must first understand them. Much of this history is not taught in schools, nor is it fully explained in most existing REALTOR® licensing and continuing education courses. We are learning more about how unconscious bias impacts the real estate industry, including in REALTOR® behavior, and issues with lending and appraisals; and how the legacy of past and current discrimination compounds, leaving underrepresented communities struggling to compete in California’s tough housing markets. That’s why it’s imperative that we learn more about past and current fair housing challenges to ensure that our REALTOR® community is taking an active role in addressing these issues and ending the terrible legacy of discrimination.

Legislative

CAR is supporting and co-sponsoring legislation that will advance homeownership and provide affordable housing for underrepresented communities, such as veterans, disabled individuals, seniors, communities of color and the LGBTQ+ community. Some of these efforts include sponsoring legislation to require that all real estate licensees take implicit bias training and to make the current fair housing training more robust and relevant. CAR is co-sponsoring legislation to mask or redact illegal restrictive covenants in real property records and co-sponsoring legislation to repeal Article 34 in its entirety.

Member Task Force

CAR leadership has established a Fair Housing and Diversity Task Force of members that is evaluating educational, diversity and leadership development initiatives, fair housing law enforcement policy, and CAR governance structure to support the Association's strong commitment to fair housing and diversity within California's housing market and real estate industry. CAR leadership has adopted the Task Force recommendations to create two new Committees of the Board of Directors for fair housing and diversity and a member-led forum to help raise member awareness about fair housing policy and diversity in real estate businesses and industry leadership.

Transaction Support

CAR supports the REALTOR® community with advisories and forms that can be used when working with clients. CAR provides Fair Housing and Discrimination Advisory form (FHDA) and an on-line a tool to help REALTORS® and their clients better understand fair housing law and best practices.

Homebuyer Programs

Due to past redlining and other exclusionary and discriminatory practices, communities of color have not had equal access to the wealth-building benefits of homeownership. Therefore, buyers who have lower down payments and less access to intergenerational wealth can benefit from down payment assistance programs. CAR supports home buyer assistance programs and has increased fundraising for its Housing Affordability Fund, which funds low- to middle-income homebuyer assistance programs. Additionally, CAR educate REALTORS® working with first-time buyers about down payment and homebuyer assistance programs.

Pacific West Association of Realtors

The Pacific West Association of Realtors serves realtors in Lakewood and surrounding communities, including Long Beach, La Mirada, and several communities in Northern Orange County. The Pacific West Association of Realtors provides many continuing education opportunities to members, including courses on the topics of ethics and professional conduct, trust funds, fair housing, and real estate agency. The Association also has trained mediators on staff that provide extensive mediation services for

unresolved issues relating to financial disputes and fair housing issues. Realtors with fair housing questions, or who are in need of additional information, are usually referred to the California Association of Realtors. The Pacific West Association of Realtors also provides resource information on ethics and standards of practice.

California Department of Real Estate (DRE)

The California Department of Real Estate (DRE) is the licensing authority of real estate brokers and salespersons. Not all licensed brokers and salespersons are members of the National or California Association of Realtors.

The DRE has adopted education requirements that include courses in ethics and in fair housing. In order to renew a real estate license, each licensee is required to complete 45 hours of continuing education courses, including three hours in each of the four mandated areas: agency, ethics, trust fund, and fair housing. The fair housing course contains information that will enable an agent to identify and avoid any discriminatory practices when providing real estate services to clients.

California Department of Consumer Affairs

The Department of Consumer Affairs (DCA) exists to promote and protect the interests of California consumers. The DCA helps consumers learn how to protect themselves from unscrupulous and unqualified individuals. The Department also protects professionals from unfair competition by unlicensed practitioners.

The Department of Consumer Affairs is dedicated to enhancing individual consumer access to services and resources. To help fulfill its mission of promoting and protecting the interests of consumers, DCA will continue to build and maintain effective relationships with:

- consumer and public interest groups
- the business and professional community
- law enforcement agencies
- other government agencies

The Department of Consumer Affairs assists renters by publishing *A Guide to Residential Tenants' and Landlords' Rights and Responsibilities*. The booklet focuses on California laws that govern the landlord-tenant relationship and suggests things that both the landlord and tenant can do to make the relationship a good one. Although the booklet is written from the tenant's point of view, landlords can also benefit from its information.

Apartment Associations

The California Apartment Association is the country's largest statewide trade association for rental property owners and managers. The CAA incorporated in 1941 to serve rental property owners and managers throughout California. CAA represents rental housing

owners and professionals who manage more than 800,000 rental units. Under the CAA umbrella, numerous other apartment associations cover specific geographic areas throughout the State, including Lakewood.

The CAA supports the spirit and intent of all local, State, and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin. Members of the California Apartment Association agree to abide by the following provisions of their Code for Equal Housing Opportunity:

- *We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis;*
- *We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our resident's tenancy;*
- *We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in steering; and*
- *We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.*

The Apartment Association of Greater Los Angeles (AAGLA) serves all of Southern California and has approximately 14,000 members. The Association publishes a monthly magazine, *Apartment Age*, and provides information packets to owners and managers interested in joining the organization. The magazine periodically features articles that aim at educating its members regarding fair housing laws. Through a variety of seminars, workshops, and educational courses, AAGLA provides members with information and training on such topics as ethics, credit checks, addressing code enforcement violations, property management and pre-inspection training, etc. AAGLA has a fair housing representative who conducts a fair housing workshop and provides information on fair housing. In addition to workshops and seminars, the Association offers its Registered Residential Manager Course. The course is a California Apartment Association-approved program that offers a series of classes on landlord/tenant issues, ethics, marketing, property management, fair housing, and other issues.

Apartment Association - California Southern Cities

The Apartment Association - California Southern Cities serves the City of Long Beach and the surrounding communities, including Lakewood. Similar to the other apartment associations throughout the region, the Apartment Association - Southern California

Cities provides seminars, workshops, information, and training to members on a variety of topics, including fair housing.

5.2 Fair Housing Services

This section provides an overview of the fair housing services available to Lakewood residents, as well as an analysis of recent fair housing complaints, violations, and suits to determine trends or patterns in the City. Typically, fair housing services include the investigation and resolution of housing discrimination complaints, discrimination auditing/testing, and education and outreach, including the dissemination of fair housing information such as written material, workshops, and seminars. Landlord/tenant counseling services involves informing landlords and tenants of their rights and responsibilities under the California Civil Code and mediating conflicts between tenants and landlords.

Fair Housing Consultants, Inc.

The City contracts with Fair Housing Consultants, Inc. to provide fair housing services to residents. Fair Housing Consultants Inc. is highly dedicated to promoting equal housing opportunity, has provided fair housing services to the City since 1999. Services include education and outreach materials, fair housing training, complaint services, complaint processing, tenant/landlord mediation, and case referral. This section includes a detailed description of the services provided by Fair Housing Consultants, Inc.

Fair Housing Complaints, Violations, and Suits

Fair Housing Consultants, Inc. received three housing discrimination complaints during FY 2018-2019, with four pertaining to racial discrimination and one based on familial status. Fair Housing Consultants referred all three cases to DFEH for further investigation after consulting with the clients.

Landlord/Tenant Services

Table 5-1: Landlord/Tenant Services FY 2023-2024

Type of Complaint	Number
Eviction	42
Security Deposit	35
Rent Increase	56
Repairs	59
Harassment	4
Rental Terms	2
Mail Landlord/Tenant Handbook	37
Referral to Section 8	53
Code Enforcement	17
Total	305

Source: Fair Housing Consultants, October 2024

5.3 Hate Crimes

Hate crimes are crimes that are committed because of a bias against race, religion, disability, ethnicity, or sexual orientation. In an attempt to determine the scope and nature of hate crimes, the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting Program collects statistics on these incidents. According to the FBI, there were 63 reported hate crimes in Lakewood from 2004 to 2023, with an average of 3.15 hate crimes per year during that 20-year period.

Table 5-2: Hate Crimes in Lakewood 2004-2023

Year	Race	Religion	Sexual Orientation	Ethnicity	Disability (1)	Gender (2)	Gender Identity (2)	Total
2004	6	0	1	1	0	0	0	8
2005	6	1	1	0	0	0	0	8
2006	3	0	0	0	0	0	0	3
2007	3	1	0	0	0	0	0	4
2008	2	0	0	3	0	0	0	5
2009	2	0	1	0	0	0	0	3
2010	2	1	1	0	0	0	0	4
2011	1	0	0	0	0	0	0	1
2012	3	0	0	0	0	0	0	3
2013	2	0	0	0	0	0	0	2
2014	0	0	0	0	0	0	0	0
2015	2	0	0	0	0	0	0	2
2016	3	0	1	0	0	0	0	4
2017	7	0	0	0	0	0	0	7
2018	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0
2020	0	0	1	0	0	0	0	1
2021	2	0	0	0	0	0	0	2
2022	4	0	0	1	0	0	0	5
2023	1	0	0	0	0	0	0	1
Total	49	3	6	5	0	0	0	63

Source: Federal Bureau of Investigation website: <https://www.fbi.gov/news/press-releases/fbi-releases-2023-crime-in-the-nation-statistics>

Chapter 6

Identification of Impediments and Actions

The City of Lakewood is committed to ensuring equal access to housing for all residents. Based on the analysis described previously in this report, the City has made several findings regarding issues that influence equal access to housing. This section presents the findings, and contains recommendations and actions designed to address the findings.

6.1 Findings

Demographic Characteristics

Changes in the demographics of a community can influence equal access to housing. The City has become more racially and ethnically diverse since 1990, with the proportion of Asian, African American, and Hispanic residents increasing, while the proportion of White residents has decreased. Changing racial and ethnic characteristics may influence fair housing issues to the extent that certain racial and ethnic groups may experience discrimination in the housing market due to factors such as color, language spoken, or other cultural factors.

Household and Housing Characteristics

Household type and size, income level, the presence of persons with special needs, housing price, and household characteristics may affect a household's access to housing. The following household and housing characteristics are prominent in the City.

- Household size increased from 2.81 persons per household to 2.95 persons per household during the 1990s. Since then, the average household size in Lakewood has grown with the City's population, and as of 2018, the estimated average household size has increased to 3.10 persons. This indicates an increase in families with children in the community. An increase in household size can contribute to fair housing issues in the sense that large household sizes and the presence of children may make landlords wary of renting to certain households.
- As shown in Table 2-6, African American and American Indian or Native Alaskan households have a larger proportion of lower and moderate income households than White or Asian households; therefore, housing affordability issues disproportionately affect these groups.

- The number of housing units in the City has remained relatively stable, increasing by less than 4% since 1990. The limited increase in housing units coupled with the population increase led to a tight housing market, which may result in increased fair housing issues as some landlords could potentially afford to be discriminatory in selecting tenants.
- Overcrowding is relatively low in the City but is prominent among large households (five or more members). Not only does overcrowding create problems for those families living in inadequately sized units, overcrowding also results in greater and more rapid deterioration of homes than would otherwise occur. As a result, some landlords or apartment managers may be more hesitant about renting to larger families, thus making access to adequate housing even more difficult.
- As of December 2024, the median price for homes in the City was approximately \$855,177 which is affordable only to above-moderate income households. Lower and moderate income households are essentially priced out of the homeownership market. A majority of rental units are affordable to low and moderate income households.
- A majority of housing units in the City are more than 50 years of age. Most residential structures over 30 years of age typically require minor repairs and modernization improvements. Though the housing stock is generally in good condition, an increase in the number of units requiring rehabilitation is likely given the age of the structures.
- Housing cost burden is prevalent among elderly renters and large households. More often than not, housing cost is disproportionately burdening the most vulnerable members of the community. Therefore, maintaining a reasonable level of housing cost burden is an important goal of Lakewood.
- A majority of community facilities and employment centers in the City are easily accessible using public transportation. MTA, Long Beach Transit, and OCTA all provide bus service in the City. The City's DASH system and Long Beach Transit's Dial-A-Ride provide transportation options to disabled and elderly persons. The relationship between public transit, job centers, and affordable housing does not impede Fair Housing Choice in Lakewood because persons who depend on public transit are not limited as to where they can live due to the access provided in the City.

Access to Home Purchase and Home Improvement Financing

An essential aspect of fair housing choice is equal access to credit for the purchase or improvement of a home. The analysis of lending patterns in the City reveals the following issues:

- The number of applications submitted varied by race. A review of the data found that White applicants were the largest group to submit applications (363 or 38.7%). Whites were the largest group approved (25.2%) but also the largest group denied (3.9%). Followed by Asians with 139 applications. Asians were the second largest group approved (9.2%) and denied (1.2%). American Indians or Native Alaskans were the smallest group to submit applications (2). American Indians or Native Alaskans were the smallest group to be approved (0.1%) and 0% denied. A total of 33 (3.5%) applications were submitted by African Americans. The approval rate for African Americans was 2.3% while the denial rate was 0.3%. This reveals that not only is there a larger population Whites but also that White applicants had more equity, income, or other assets to obtain a conventional loan than other races. It should be noted that there were 348 applications submitted with information not provided, which is just over a third of all applications. 155 or 16.5% of those applications were approved, 21 or 2.2% were denied.
- Approval rates for Hispanic or Latino loan applicants were 14.4% and for Non-Hispanic or Latino applicants the rate was 28%. The difference is nearly 50%, which is a significant difference between these two ethnic groups. 314 applications submitted did not include ethnic information, which is just over a third of all applications submitted. Of those applications, 137 (14.6%) were approved and 18 (1.9%) were denied.
- Among the racial groups, those applicants that identified of being two or more races had the lowest approval rates (0%) in three lowest income categories. Among applicants earning more than 120 percent of MFI, most applicants have approval rates over 25% with the exception of American Indian or Alaska Native. Native Hawaiian/Pacific Islanders and Native Americans or Alaska Native had an approval rate of 100 percent for the 80-100 percent MFI category.
- The top three lenders in Lakewood, Rocket Mortgage, United Wholesale, and SchoolsFirst, have highest approval rates (origination) of the top 10 lenders. Together, these three lenders have approved just over half of all approved loans. All of the top ten banks had denial rates of less than 12% percent.
- Relative to conventional loans, government-assisted loans had a 46.2% approval rate. Overall, government-assisted applications accounted for 23.2% of all home purchase applications in Lakewood.

Public Policies and Programs

Public policies and programs can affect the availability of housing choice. To ensure that City policies and programs promote equal housing opportunities, the City has reviewed all housing policies and programs and has identified the following potential fair housing issues:

- *Definition of a family* - The Zoning Code contains a definition of a family. While the definition does not appear to be restrictive, the City may consider removing this definition to avoid the impression of restrictiveness.
- *Density Bonus* – The City currently allows density bonuses when requested by developers. The City continues to promote density bonus provisions for residential development projects. In conjunction with implementation of the Housing Element, the City has amended the Municipal Code to conform to State law allowing density bonuses for residential development projects.

6.2 Actions to Further Fair Housing Choice in Lakewood

The preceding sections of the AI have reviewed background information, analyzed lending data, assessed the fair housing services, and provided findings of potential impediments in the City. The paragraphs below set forth the City's actions to further access to fair housing for all Lakewood residents.

Expanding Affordable Housing Opportunities

Housing affordability alone is not a fair housing issue. Fair housing concerns arise only when affordability interacts with any issues covered under Fair Housing Law. Furthermore, Hispanic and African American households are disproportionately impacted by lower and moderate incomes, and therefore have fewer housing options than other racial/ethnic groups. The following actions will assist the City in expanding affordable housing opportunities for City residents.

1. Homeownership Assistance

Action 1.1: The City will continue to provide and expand home ownership opportunities for low and moderate income households. Specifically, the City will explore the use of different funding programs to assist households with income between 80 and 100 percent of County MFI. This group has the most difficulty in obtaining conventional home purchase financing.

Time Frame: Ongoing

2. Rehabilitation Assistance

Action 2.1: The City will continue to provide and expand assistance for low income households in meeting the housing rehabilitation needs. Specifically, the City will explore the use of different funding programs to assist households with income between 80 and 100 percent of County MFI. This group has the most difficulty in obtaining conventional home improvement financing.

Time Frame: Ongoing

3. Section 8 Rental Assistance

Action 3.1: The City will continue to provide information and refer the elderly, large families, and lower-income families to Housing Authority of Los Angeles County (HACoLA) for assistance with the Section 8 program.

Time Frame: Ongoing

4. Affordable Housing Resources

Action 4.1: The City will identify and pursue other funding sources for the development of affordable housing.

Time Frame: At least once a year, assess the feasibility of applying to different funding programs.

Public Policies and Programs Affecting Housing Development

The City has identified several public policies and programs that have the potential to restrict equal access to housing. However, many City programs, including programs contained in the General Plan Housing Element, contain actions that actively promote equal access to housing. As a City committed to ensuring Fair Housing Choice for all residents, the City has identified the following actions:

5. Incentives for Affordable Housing Development

Action 5.1: The City will continue to provide financial and development incentives to owners or developers of multi-family housing to set aside units that are affordable to low and moderate income residents.

Time Frame: Ongoing

6. Housing Element Update

Action 6.1: The City will continue to implement the policies and program identified in the certified Housing Element.

Time Frame: Ongoing through 2029

Access to Financing

The analysis of lending data revealed that significant differences exist in the approval rates of loans by the race of the applicant. The City will take the following actions to improve access to financing for residents.

7. Outreach to Lenders

Action 7.1: The City will contact local lenders with homebuyer assistance programs to explore ways to expand participation by potential homebuyers.

Time Frame: Ongoing

Action 7.2: The City will work with local lenders and government institutions, such as Fannie Mae, to provide information about government-backed financing for low and moderate income residents. The City will encourage local lenders to provide information in both English and Spanish.

Time Frame: Ongoing

8. Education and Resources

Action 8.1: The City will encourage workshops to be held in Lakewood by local lending institutions and Fair Housing Consultants regarding the home loan process and the resources available to low and moderate income homebuyers. The City will encourage local lenders and Fair Housing Consultants to hold workshops in both English and Spanish.

Time Frame: Conduct a homebuyer workshop at least once a year.

Action 8.2: The City will provide brochures or information on homeownership, rental assistance, and rehabilitation assistance programs in English and Spanish.

Time Frame: Ongoing

9. Unfair Lending Practices

Action 9.1: The City will work with Fair Housing Consultants to monitor complaints regarding unfair lending, and assess lending patterns using the Home Mortgage Disclosure Act Data (HMDA) and other data sources.

Time Frame: Monitor HMDA and other data at least once a year to identify potential issues with unfair lending practices.

Action 9.2: The City and Fair Housing Consultants will participate with HUD and other efforts in investigating predatory lending in the home purchase, home improvement, and mortgage refinancing markets.

Time Frame: Ongoing

Action 9.3: Periodically, the City will use *Lakewood Living*, the City newsletter, or other media to alert residents of predatory lending practices, or other unfair lending practices that surface in the City.

Time Frame: Ongoing

Public Outreach

10. Fair Housing Services

Action 10.1: The City will continue to distribute information regarding the services provided by Fair Housing Consultants. The City will provide a description of the services on the City website.

Time Frame: Ongoing

Action 10.2: Fair Housing Consultants will continue conducting fair housing workshops for residents, real estate professionals, apartment owners, and property managers. Specific efforts should be made to expand community participation and increase a greater awareness among property owners and managers.

Time Frame: Ongoing

Action 10.3: Fair Housing Consultants will continue to work with the local boards of realtors to distribute fair housing information to member agencies in Lakewood.

Time Frame: Ongoing

Chapter 7

Signature Page

I, Todd Rogers, hereby certify that this Analysis of Impediments to Fair Housing Choice for the City of Lakewood represents the City's conclusions about impediments to fair housing choice, as well as actions necessary to address any identified impediments.

Todd Rogers, Mayor
City of Lakewood

June 10, 2025

Date

D I V I D E R S H E E T

COUNCIL AGENDA

June 10, 2025

TO: The Honorable Mayor and City Council

SUBJECT: 2025 Public Health Goals Report

INTRODUCTION

Provisions of California Health and Safety Code §116470(b) requires that a public water system serving more than 10,000 service connections must prepare a report that provides information on the water system's water quality in relationship to the state's public health goals (PHGs) and the federal maximum contaminant level goals (MCLGs). The report is required every three years. The utilities must make the report available to the public and hold a public hearing to gather comment.

STATEMENT OF FACT

The United States Environmental Protection Agency (USEPA) and the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) establish drinking water standards at very conservative levels to protect consumers against all but very low to negligible health risks. Maximum contaminant levels (MCLs) are the regulatory definition of what is "safe". Adopted MCLs are the criteria utilized to ensure that a public water system complies with drinking water standards. Per standard health effects language specified in California Drinking Water Regulations, drinking water which meets the drinking water standards (aka. MCLs) is associated with little to no risk and should be considered safe.

PHGs set by the California Environmental Protection Agency (Cal-EPA)'s Office of Environmental Health Hazard Assessment (OEHHA) are based solely on public health risk considerations. None of the practical risk-management factors, which are considered by the USEPA or the DDW in setting drinking water standards (aka. MCLs) are considered in establishing the MCLGs or PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs.

The current PHG report encompasses the water quality analysis results from the most recent three years (2022-2024) as shown in the table below:

Constituent(s)	MCL	PHG	Detection Level 3-Yr Average	Treatment Costs to meet PHG
Arsenic (ppb)	10	.004	6.36	\$34 M
Uranium (pCi/L)	20	0.43	1.57	--
Gross Alpha (pCi/L)	15	0	2.09	\$67 M
HAA5 (ppb)	60	0.03	4.33	\$50 M
*PFOA (ppt)	4	0.007	2.69	\$50 M
*PFOS (ppt)	4	1.0	9.77	\$50 M

Estimated Total: \$251 M

*Currently not regulated, US EPA proposed compliance by 2031.

The water quality data from the reporting period indicates that the six constituents exceeding a PHG/MCLG were arsenic, uranium, gross alpha, PFOA, PFOS and HAA5 and that the health protection benefits of further hypothetical reductions are not economical or quantifiable. Therefore, since the city's water system is in full compliance with all federal and state water quality regulations, no further action is proposed.

RECOMMENDATION

Staff recommends that the City Council:

- Conduct a public hearing to accept and respond to public comments on the 2025 Public Health Goals Report.



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager



2025 Public Health Goals Report

June 10, 2025

Prepared by:

CITY OF LAKEWOOD
Water Resources Department
5812 Arbor Rd
Lakewood, CA 90713

Public Water System
ID No. **CA1910239**

2025 Public Health Goals Report

Background

Provisions of the California Health and Safety Code §116470 specify that a public water system serving more than 10,000 service connections must prepare a special report by July 1, 2025 that gives information on the “detection” of any constituents that exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the California Environmental Protection Agency (Cal-EPA)’s Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, water suppliers are to use the Maximum Contaminant Level Goals (MCLGs) adopted by the United States Environmental Protection Agency (USEPA). MCLGs are the federal equivalent to PHGs.

The purpose of this report is to provide water system customers information concerning detectable levels of a constituent below enforceable mandatory drinking water standards, Maximum Contaminant Levels (MCLs), and to provide customers with the cost to eliminate any trace of the contaminant from drinking water regardless of how minimal the health risk. The report is required by State of California.

Drinking Water Standard, MCLs, PHGs and MCLGs

The USEPA and the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) establish drinking water standards at very conservative levels to protect consumers against all but very low to negligible health risks. MCLs are the regulatory definition of what is “safe”. Adopted MCLs are the criteria utilized to ensure that a public water system is in compliance with drinking water standards. Per standard health effects language specified in California Drinking Water Regulations, Title 22, Code of Regulations, drinking water which meets DDW standards is associated with little to no risk and should be considered safe.

PHGs set by the OEHHA are based solely on public health risk considerations. None of the practical risk-management factors, which are considered by the USEPA or the DDW in setting drinking water standards (aka. MCLs) are considered in setting the MCLGs or PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The Attachment “A” is a list of all regulated constituents with their MCLs and PHGs or MCLGs.

PHGs and MCLGs are set at very low levels where the health risks are very low or, in the case of zero, the health risk is zero. Determinations of health risk at these low levels are frequently theoretically based on risk assessments with many assumptions and mathematical extrapolations. Many constituents are considered to be carcinogenic and the USEPA has set the MCLGs at zero, which cannot be measured by practical available analytical methods. PHGs and MCLGs are not regulatory in nature and represent only non-mandatory theoretical goals.

Water Quality Data Considered

All of the water quality data collected by our water system between 2022 and 2024 for purposes of determining compliance with drinking water standards was considered. This data was detailed in our 2022, 2023, and 2024 Annual Water Quality Reports, which are also referred to as Consumer Confidence Report (CCR). Each report was available and noticed to all water customers.

If a constituent was detected in the water supply at a level above an applicable PHG or MCLG, this report provides the information required by the law. Included is the numerical public health risk associated with the MCL and the PHG or the MCLG, the category or type of risk to health that could be associated with each constituent level, and an estimate of the annualized cost of the treatment system if it is appropriate and feasible.

Best Available Treatment Technology and Cost Estimates

Both the USEPA and DDW adopt what are known as BATs or Best Available Technologies, which are the best-known methods of reducing contaminant levels to meet the MCL. However, since many PHGs and MCLGs are set much lower than the MCLs, it is neither always possible nor feasible to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, which many are set at zero.

Estimating the costs to reduce a constituent to a low PHG level (sometimes to non-detect levels, or zero) is difficult and highly speculative because it is not possible to verify by analytical means. In some cases, installing a treatment facility to further reduce levels of one constituent that already is at a very low level may have adverse effects on other aspects of water quality.

Using the best available technology to reduce a constituent level – including annualized cost to design, install and operate – has been estimated. The cost estimates for each service connection are calculated by assumption that the cost will be equally shared by each of the 20,027 service connections in the water system.

Constituents Detected That Exceed a PHG or MCLG

The following are discussions of constituents that were detected in one or more of the City's drinking water sources at levels above the PHG or MCL. The table below is a brief summary of those constituents.

Constituent	MCL	DLR	PHG	Detection Level 2022-2024 Average	Treatment Cost to Meet PHG ⁴
Arsenic (ppb)	10	2	.004	6.36	\$34 M
Uranium (pCi/L)	20	1	0.43	1.57	--
Gross Alpha (pCi/L)	15	3	0	2.09	⁵ \$67 M
PFOA (ppt)	4 ¹	none	0.007	2.69	\$50 M
PFOS (ppt)	4 ¹	none	1.00	9.77	\$50 M
HAA5 (ppb)	60	1-2 ²	0.03-53 ³	4.33	\$50 M

Estimated Total: \$251 M

ppb: parts-per-billion

ppt: parts-per-trillion

pCi/L: pico-Curies per Liter

ppm: parts-per-million = mg/L

DLR: Detection limits for reporting purposes

HAA5: Sum of 5 haloacetic acids

None = not established

N.A. = not applicable, as it was not tested

More information can be found at OEHHA's website at: <https://oehha.ca.gov/water/public-health-goals-phgs>

Footnotes:

1. MCL for PFOA and PFOS is currently established by the Federal EPA, and not the State
2. DLR for dichloroacetic, trichloroacetic, monobromoacetic, & dibromoacetic acids = 1 ppb, monochloroacetic acid = 2 ppb
3. PHG for dichloroacetic acid = 0.2 ppb, trichloroacetic acid = 0.1 ppb, monobromoacetic acid = 25 ppb, dibromoacetic acid = 0.03 ppb, and 1 monochloroacetic acid = 53 ppb
4. Arsenic costs are for Wells 13A and 27 are \$17 M each X 2 wells = \$34 M total. PFOA & PFOS treatment plants are \$50 combined, to treat both constituents together.
5. Uranium and Gross Alpha treatment will be combined (both removed together) for a total of \$67M

Arsenic

Arsenic has been detected from all of our 10 ground water wells. The **MCL is 10 ppb** and the **PHG is .004 ppb (4 parts-per-trillion, ppt)**. The levels detected in the City's system were below the MCL but above the PHG level.

The PHG is established based on a theoretical 70-year lifetime excess cancer risk of 1×10^{-6} at a statistical confidence limit, which is upper bound estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. Cancer risk is stated in terms of excess cancer per million (or fewer) population, e.g., 1×10^{-6} means 1 excess cancer cases per 1,000,000 people exposed.

Arsenic is a naturally occurring element in the earth's crust and is widely detected in the environment. All humans are exposed to microgram quantities of arsenic largely from food and to a lesser degree from drinking water and air. The PHG of .004 ppb for arsenic in drinking water is derived based on the mortality of arsenic-induced lung and urinary bladder cancers observed in epidemiological studies of populations in Taiwan, Chile, and Argentina. Similar unit risks were derived from a mouse bioassay using prenatal exposure to arsenic. The risk estimates were based on a low-dose linear extrapolation approach although the mode of carcinogenic action is not fully understood.

Well 27 Arsenic Treatment Plant

In 2010, the City of Lakewood completed the installation of a treatment plant for the removal of arsenic from the water supply at one of the city's production wells. This plant uses coagulation/filtration to treat arsenic to below the MCL. Additional treatment would need to be installed to further reduce the levels. However, it is not possible to remove arsenic levels at or below the PHG of 4 ppt, because the detection limit for laboratory analysis stands at 2,000 ppt.

The applicable BAT for removing arsenic to the PHG level is the Reverse Osmosis (RO) treatment technology. Using recent water supply data and industrial available data for the RO facilities, the Department of Water Resources estimates the annualized capital and O&M costs at approximately \$17 million*. The costs include engineering design, construction management and inspection services, and annual operation and maintenance activities. The cost estimates for treatment do not include any additional land acquisition. In most cases, well sites do not have enough space for treatment facilities.

*Note: Cost based on ENR 2022 CCI of 13,004.47 & 2025 CCI of 13,798.28 for CCI adjustment of 1.061 (13,798.28/13,004.47). For this specific estimate: \$16,000,000 (2022) X 1.061 = \$16,976,000 = \$17 M (rounded up) for 2025.

Well 13A Arsenic Treatment Plant

In 2024, the City of Lakewood completed the installation of a treatment plant (TP) for the removal of arsenic from city's Well 13A. After the treatment plant construction was completed, it was tested (without flowing into the system) over a 5-month period, and the treatment plant reduced the arsenic levels to an average of approximately 3 ppb, which is well below the maximum allowed by the state. Because the arsenic removal was successful, the state issued a Permit Amendment to operate this TP, on October 3, 2024. This plant uses coagulation/filtration to treat arsenic to below the MCL. It is not possible to remove arsenic levels at or below the PHG of 4 parts per trillion (ppt), because the detection limit for laboratory analysis stands at 2,000 ppt.

The applicable BAT for removing arsenic to the PHG level is the Reverse Osmosis (RO) treatment technology. Using recent water supply data and industrial available data for the RO facilities, the Department of Water Resources estimates the annualized capital and O&M costs at approximately \$17 million*. The costs include engineering design, construction management and inspection services, and annual operation and maintenance activities. The cost estimates for treatment do not include any additional land acquisition. In most cases, well sites do not have enough space for treatment facilities.

*Note: Cost based on ENR 2022 CCI of 13,004.47 & 2025 CCI of 13,798.28 for CCI adjustment of 1.061. For this specific estimate: \$16,000,000 (2022) X 1.061 = \$16,976,000 = \$17 M (rounded up) for 2025.

Uranium

Uranium has been detected in 2 of our 11 ground water wells. The **MCL is 20 pico-Curies per liter (pCi/L)** and the **PHG is 0.43 pCi/L (4 parts-per-trillion (ppt))**. The levels detected in the City's system were below the MCL but above the PHG level.

Naturally occurring uranium is found in groundwater supplies as a result of leaching from uranium-bearing sandstone, shale, and other rock formations. Uranium may also be present in surface water, carried through runoff from areas with mining operations.

The Office of Environmental Health Hazard Assessment (OEHHA) has a numerical cancer risk of 1×10^{-6} for the 0.43 pCi/L PHG, and a cancer risk of 5×10^{-5} for the California Department of Health Maximum Contaminant Level of 20 pCi/L. As previously described, 1×10^{-6} means 1 excess cancer case per 1,000,000 people; 5×10^{-5} means 5 excess cancer cases per 100,000 people. (1 and 5 excess cases mean 1 and 5 persons respectively will get cancer than if the population had not been exposed to the chemical.)

Ion exchange, reverse osmosis, lime softening, coagulation/filtration are the technologies available for achieving compliance with the MCL for uranium. The applicable BAT for removing uranium to the PHG level is the Reverse Osmosis (RO) treatment technology. Using reverse osmosis, it would cost the City of Lakewood an estimated \$67 million dollars in annualized capital, and operation and maintenance cost* to achieve the PHG level.

*Note: Cost based on ENR 2022 CCI of 13,004.47 & 2025 CCI of 13,798.28 for CCI adjustment of 1.061. For this specific estimate: $\$63,000,000 (2022) \times 1.061 = \$66,843,000 = \$67 \text{ M}$ (rounded up) for 2025.

Gross Alpha

Radionuclides such as alpha in water supplies are from erosion of natural deposits. The term radionuclide refers to naturally occurring elemental radium, radon, uranium, and thorium with unstable atomic nuclei that spontaneously decay producing ionizing radiation. Gross alpha is defined as the sum total of these radionuclides. Exposure to ionizing radiation in concentrations exceeding the maximum contaminant level may have carcinogenic (cancer causing), mutagenic (causing mutation of cells) or teratogenic (causing abnormalities in offspring) effects.

The EPA's **Maximum Contaminant Level Goal (MCLG) for gross alpha particle is 0** and the California **Maximum Contaminant Level (MCL) is 15 pCi/L**. The City of Lakewood's average levels of gross alpha detected were below MCL at all times.

Ion exchange, reverse osmosis, lime softening, coagulation/filtration are the technologies available for achieving compliance with the MCL for gross alpha. The applicable BAT for removing gross alpha to the PHG level is the Reverse Osmosis (RO) treatment technology. Reverse osmosis, would cost the City of Lakewood \$0 million dollars in annualized capital, and operation and maintenance cost to achieve the PHG level, as this would be treated during the Uranium removal process.

PFOA and PFOS

For more than a half-century, perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) were widely used in industrial applications and consumer products, notably, PFOA in nonstick cookware and PFOS in stain and water-repellant fabrics and in fire-fighting foams. The manufacture of these chemicals was phased out in the US following concerns about their extreme persistence in the environment and their detection in virtually all human blood serum samples. Although levels in the environment have declined from their peak around the year 2000, PFOA and PFOS continue to be present in the environment and are found in California drinking water. Because exposure to these chemicals is so prevalent and elimination times are so long, it is critical to understand the toxicity associated with these compounds, and their impacts on human health.

PFOA has been detected in 3 of the 11 ground water wells. The EPA's **MCL for PFOA is 4 ppt (parts-per-trillion, ppt)**, and the and the **PHG for PFOA is 0.007 (parts-per-trillion, ppt)**.

PFOS has been detected in 4 of the 11 ground water wells. The EPA's **MCL for PFOS is 4 ppt (parts-per-trillion, ppt)**, and the and the **PHG for PFOS is 1 (parts-per-trillion, ppt)**.

Ion exchange, granular activated carbon and reverse osmosis are the technologies available for achieving compliance with the MCL for PFOA and PFOS. All aforementioned technologies are considered BAT for removing PFOS and PFOA to the PHG level. Using reverse osmosis, it would cost the City of Lakewood an estimated \$50 million dollars in annualized capital*, and operation and maintenance cost to achieve the PHG level.

*Note: Cost based on local well head treatment costs, provided by AqueoUS Vets, Inc. estimate of \$5,000,000 per well X 10 wells = \$50 M for 2025.

Haloacetic Acids (five) (HAA5)

The five regulated haloacetic acids (HAA5) found in drinking water are a result of disinfection methods, and consist of the following five: monochloroacetic acid (MCA), dichloroacetic acid (DCA), trichloroacetic acid (TCA), monobromoacetic acid (MBA), and dibromoacetic acid (DBA). The HAA5s are one of the major categories of disinfection byproducts (DBPs) formed in the chlorination disinfection process.

HAA5 is typically detected at four out of four sample sites. The **MCL for HAA5 is 60 ppb (parts-per-billion, ppb)**, and the and the **PHG for HAA5 ranges from 0.03 to 53 ppb (parts-per-billion, ppb), per the table listed on page 4**. The levels detected in the City's system were below the MCL but above the PHG level.

Activated carbon adsorption, reverse osmosis, and ozone are the technologies available for achieving compliance with the MCL for HAA5. All aforementioned technologies are considered BAT for removing HAA5 to the PHG level. Using reverse osmosis, it would cost the City of Lakewood an estimated \$50 million dollars in annualized capital, and operation and maintenance cost to achieve the PHG level.

*Note: Cost based on ozone treatment treatment costs, from AUC Group (www.aucgroup.net/water-treatment-plant-costs), of \$5,000,000 per well X 10 wells = \$50 M for 2025.

Recommendations for Further Action

The drinking water quality of the City of Lakewood's water system meets all State and Federal drinking water standards set to protect public health. Additional costly treatment processes would be required to further reduce the levels of the constituents identified in this report, which are already below the MCLs established to provide safe drinking water. The effectiveness of the treatment processes to provide further reductions in constituent levels at these already low values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed.

Attachment A Table of Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Attachment B City of Lakewood Annual Water Quality Reports (2022, 2023 and 2024)

ATTACHMENT A

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Alachlor	carcinogenicity (causes cancer)	0.004	NA ^{5,6}	0.002	NA
Aluminum	neurotoxicity and immunotoxicity (harms the nervous and immune systems)	0.6	NA	1	NA
Antimony	hepatotoxicity (harms the liver)	0.001	NA	0.006	NA
Arsenic	carcinogenicity (causes cancer)	0.000004 (4×10 ⁻⁶)	1×10 ⁻⁶ (one per million)	0.01	2.5×10 ⁻³ (2.5 per thousand)
Asbestos	carcinogenicity (causes cancer)	7 MFL ⁷ (fibers >10 microns in length)	1×10 ⁻⁶	7 MFL (fibers >10 microns in length)	1×10 ⁻⁶ (one per million)
Atrazine	carcinogenicity (causes cancer)	0.00015	1×10 ⁻⁶	0.001	7×10 ⁻⁶ (seven per million)
Barium	cardiovascular toxicity (causes high blood pressure)	2	NA	1	NA

¹ Based on the OEHHA PHG technical support document unless otherwise specified. The categories are the hazard traits defined by OEHHA for California's Toxics Information Clearinghouse (online at: <https://oehha.ca.gov/media/downloads/risk-assessment/gcregtext011912.pdf>).

² mg/L = milligrams per liter of water, equivalent to parts per million (ppm)

³ Cancer Risk = Upper bound estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10⁻⁶ means one excess cancer case per million people exposed.

⁴ MCL = maximum contaminant level.

⁵ NA = not applicable. Cancer risk cannot be calculated.

⁶ The PHG for alachlor is based on a threshold model of carcinogenesis and is set at a level that is believed to be without any significant cancer risk to individuals exposed to the chemical over a lifetime.

⁷ MFL = million fibers per liter of water.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Bentazon	hepatotoxicity and digestive system toxicity (harms the liver, intestine, and causes body weight effects ⁸)	0.2	NA	0.018	NA
Benzene	carcinogenicity (causes leukemia)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)
Benzo[a]pyrene	carcinogenicity (causes cancer)	0.000007 (7×10^{-6})	1×10^{-6}	0.0002	3×10^{-5} (three per hundred thousand)
Beryllium	digestive system toxicity (harms the stomach or intestine)	0.001	NA	0.004	NA
Bromate	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.01	1×10^{-4} (one per ten thousand)
Cadmium	nephrotoxicity (harms the kidney)	0.00004	NA	0.005	NA
Carbofuran	reproductive toxicity (harms the testis)	0.0007	NA	0.018	NA
Carbon tetrachloride	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.0005	5×10^{-6} (five per million)

⁸ Body weight effects are an indicator of general toxicity in animal studies.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Chlordane	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.0001	3×10^{-6} (three per million)
Chlorite	hematotoxicity (causes anemia) neurotoxicity (causes neurobehavioral effects)	0.05	NA	1	NA
Chromium, hexavalent	carcinogenicity (causes cancer)	0.00002	1×10^{-6}	0.010	5×10^{-4} (five per ten thousand)
Copper	digestive system toxicity (causes nausea, vomiting, diarrhea)	0.3	NA	1.3 (AL ⁹)	NA
Cyanide	neurotoxicity (damages nerves) endocrine toxicity (affects the thyroid)	0.15	NA	0.15	NA
Dalapon	nephrotoxicity (harms the kidney)	0.79	NA	0.2	NA
Di(2-ethylhexyl) adipate (DEHA)	developmental toxicity (disrupts development)	0.2	NA	0.4	NA
Di(2-ethylhexyl) phthalate (DEHP)	carcinogenicity (causes cancer)	0.012	1×10^{-6}	0.004	3×10^{-7} (three per ten million)

⁹ AL = action level. The action levels for copper and lead refer to a concentration measured at the tap. Much of the copper and lead in drinking water is derived from household plumbing (The Lead and Copper Rule, Title 22, California Code of Regulations [CCR] section 64672.3).

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
1,2-Dibromo-3-chloropropane (DBCP)	carcinogenicity (causes cancer)	0.000003 (3×10 ⁻⁶)	1×10 ⁻⁶	0.0002	7×10 ⁻⁵ (seven per hundred thousand)
1,2-Dichloro-benzene (o-DCB)	hepatotoxicity (harms the liver)	0.6	NA	0.6	NA
1,4-Dichloro-benzene (p-DCB)	carcinogenicity (causes cancer)	0.006	1×10 ⁻⁶	0.005	8×10 ⁻⁷ (eight per ten million)
1,1-Dichloro-ethane (1,1-DCA)	carcinogenicity (causes cancer)	0.003	1×10 ⁻⁶	0.005	2×10 ⁻⁶ (two per million)
1,2-Dichloro-ethane (1,2-DCA)	carcinogenicity (causes cancer)	0.0004	1×10 ⁻⁶	0.0005	1×10 ⁻⁶ (one per million)
1,1-Dichloro-ethylene (1,1-DCE)	hepatotoxicity (harms the liver)	0.01	NA	0.006	NA
1,2-Dichloro-ethylene, cis	nephrotoxicity (harms the kidney)	0.013	NA	0.006	NA
1,2-Dichloro-ethylene, trans	immunotoxicity (harms the immune system)	0.05	NA	0.01	NA
Dichloromethane (methylene chloride)	carcinogenicity (causes cancer)	0.004	1×10 ⁻⁶	0.005	1×10 ⁻⁶ (one per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
2,4-Dichlorophenoxyacetic acid (2,4-D)	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.02	NA	0.07	NA
1,2-Dichloropropane (propylene dichloride)	carcinogenicity (causes cancer)	0.0005	1×10 ⁻⁶	0.005	1×10 ⁻⁵ (one per hundred thousand)
1,3-Dichloropropene (Telone II®)	carcinogenicity (causes cancer)	0.0002	1×10 ⁻⁶	0.0005	2×10 ⁻⁶ (two per million)
Dinoseb	reproductive toxicity (harms the uterus and testis)	0.014	NA	0.007	NA
Diquat	ocular toxicity (harms the eye) developmental toxicity (causes malformation)	0.006	NA	0.02	NA
Endothall	digestive system toxicity (harms the stomach or intestine)	0.094	NA	0.1	NA
Endrin	neurotoxicity (causes convulsions) hepatotoxicity (harms the liver)	0.0003	NA	0.002	NA
Ethylbenzene (phenylethane)	hepatotoxicity (harms the liver)	0.3	NA	0.3	NA
Ethylene dibromide (1,2-Dibromoethane)	carcinogenicity (causes cancer)	0.00001	1×10 ⁻⁶	0.00005	5×10 ⁻⁶ (five per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Fluoride	musculoskeletal toxicity (causes tooth mottling)	1	NA	2	NA
Glyphosate	nephrotoxicity (harms the kidney)	0.9	NA	0.7	NA
Haloacetic acids: dibromoacetic acid	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.06*	2×10^{-3} (two per thousand) ¹⁰
Haloacetic acids: dichloroacetic acid	carcinogenicity (causes cancer)	0.0002	1×10^{-6}	0.06*	3×10^{-4} (three per ten thousand) ¹¹
Haloacetic acids: monobromoacetic acid	musculoskeletal toxicity (causes muscular degeneration)	0.025	NA	0.06*	NA
Haloacetic acids: monochloroacetic acid	general toxicity (causes body and organ weight changes ⁸)	0.053	NA	0.06*	NA
Haloacetic acids: trichloroacetic acid	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.06*	6×10^{-4} (six per ten thousand) ¹²
Heptachlor	carcinogenicity (causes cancer)	0.000008 (8×10^{-6})	1×10^{-6}	0.00001	1×10^{-6} (one per million)

* For total haloacetic acids (the sum of dibromoacetic acid, dichloroacetic acid, monobromoacetic acid, monochloroacetic acid, and trichloroacetic acid). There are no MCLs for individual haloacetic acids.

¹⁰ Based on 0.060 mg/L dibromoacetic acid; the risk will vary with different combinations and ratios of the other haloacetic acids in a particular sample.

¹¹ Based on 0.060 mg/L dichloroacetic acid; the risk will vary with different combinations and ratios of the other haloacetic acids in a particular sample.

¹² Based on 0.060 mg/L trichloroacetic acid; the risk will vary with different combinations and ratios of the other haloacetic acids in a particular sample.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Heptachlor epoxide	carcinogenicity (causes cancer)	0.000006 (6×10 ⁻⁶)	1×10 ⁻⁶	0.00001	2×10 ⁻⁶ (two per million)
Hexachloro-benzene	carcinogenicity (causes cancer)	0.00003	1×10 ⁻⁶	0.001	3×10 ⁻⁵ (three per hundred thousand)
Hexachloro-cyclopentadiene (HCCPD)	digestive system toxicity (causes stomach lesions)	0.002	NA	0.05	NA
Lead	developmental neurotoxicity (causes neurobehavioral effects in children) cardiovascular toxicity (causes high blood pressure) carcinogenicity (causes cancer)	0.0002	<1×10 ⁻⁶ (PHG is not based on this effect)	0.015 (AL ⁹)	2×10 ⁻⁶ (two per million)
Lindane (γ-BHC)	carcinogenicity (causes cancer)	0.000032	1×10 ⁻⁶	0.0002	6×10 ⁻⁶ (six per million)
Mercury (inorganic)	nephrotoxicity (harms the kidney)	0.0012	NA	0.002	NA
Methoxychlor	endocrine toxicity (causes hormone effects)	0.00009	NA	0.03	NA
Methyl tertiary-butyl ether (MTBE)	carcinogenicity (causes cancer)	0.013	1×10 ⁻⁶	0.013	1×10 ⁻⁶ (one per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Molinate	carcinogenicity (causes cancer)	0.001	1×10^{-6}	0.02	2×10^{-5} (two per hundred thousand)
Monochloro-benzene (chlorobenzene)	nephrotoxicity (harms the kidney)	0.07	NA	0.07	NA
Nickel	developmental toxicity (causes increased neonatal deaths)	0.012	NA	0.1	NA
Nitrate	hematotoxicity (causes methemoglobinemia)	45 as nitrate	NA	10 as nitrogen (=45 as nitrate)	NA
Nitrite	hematotoxicity (causes methemoglobinemia)	3 as nitrite	NA	1 as nitrogen (=3 as nitrite)	NA
Nitrate and Nitrite	hematotoxicity (causes methemoglobinemia)	10 as nitrogen ¹³	NA	10 as nitrogen	NA
N-nitroso-dimethyl-amine (NDMA)	carcinogenicity (causes cancer)	0.000003 (3×10^{-6})	1×10^{-6}	none	NA
Oxamyl	general toxicity (causes body weight effects)	0.026	NA	0.05	NA

¹³ The joint nitrate/nitrite PHG of 10 mg/L (10 ppm, expressed as nitrogen) does not replace the individual values, and the maximum contribution from nitrite should not exceed 1 mg/L nitrite-nitrogen.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Pentachlorophenol (PCP)	carcinogenicity (causes cancer)	0.0003	1×10^{-6}	0.001	3×10^{-6} (three per million)
Perchlorate	endocrine toxicity (affects the thyroid) developmental toxicity (causes neurodevelopmental deficits)	0.001	NA	0.006	NA
Perfluorooctane sulfonic acid (PFOS)	carcinogenicity (causes cancer)	1×10^{-6}	1×10^{-6}	NA	NA
Perfluorooctanoic acid (PFOA)	carcinogenicity (causes cancer)	7×10^{-9}	1×10^{-6}	NA	NA
Picloram	hepatotoxicity (harms the liver)	0.166	NA	0.5	NA
Polychlorinated biphenyls (PCBs)	carcinogenicity (causes cancer)	0.00009	1×10^{-6}	0.0005	6×10^{-6} (six per million)
Radium-226	carcinogenicity (causes cancer)	0.05 pCi/L	1×10^{-6}	5 pCi/L (combined Ra ²²⁶⁺²²⁸)	1×10^{-4} (one per ten thousand)
Radium-228	carcinogenicity (causes cancer)	0.019 pCi/L	1×10^{-6}	5 pCi/L (combined Ra ²²⁶⁺²²⁸)	3×10^{-4} (three per ten thousand)
Selenium	integumentary toxicity (causes hair loss and nail damage)	0.03	NA	0.05	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Silvex (2,4,5-TP)	hepatotoxicity (harms the liver)	0.003	NA	0.05	NA
Simazine	general toxicity (causes body weight effects)	0.004	NA	0.004	NA
Strontium-90	carcinogenicity (causes cancer)	0.35 pCi/L	1×10^{-6}	8 pCi/L	2×10^{-5} (two per hundred thousand)
Styrene (vinylbenzene)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.1	2×10^{-4} (two per ten thousand)
1,1,2,2-Tetrachloroethane	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.001	1×10^{-5} (one per hundred thousand)
2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD, or dioxin)	carcinogenicity (causes cancer)	5×10^{-11}	1×10^{-6}	3×10^{-8}	6×10^{-4} (six per ten thousand)
Tetrachloroethylene (perchloroethylene, or PCE)	carcinogenicity (causes cancer)	0.00006	1×10^{-6}	0.005	8×10^{-5} (eight per hundred thousand)
Thallium	integumentary toxicity (causes hair loss)	0.0001	NA	0.002	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Thiobencarb	general toxicity (causes body weight effects) hematotoxicity (affects red blood cells)	0.042	NA	0.07	NA
Toluene (methylbenzene)	hepatotoxicity (harms the liver) endocrine toxicity (harms the thymus)	0.15	NA	0.15	NA
Toxaphene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.003	1×10^{-4} (one per ten thousand)
1,2,4-Trichlorobenzene	endocrine toxicity (harms adrenal glands)	0.005	NA	0.005	NA
1,1,1-Trichloroethane	neurotoxicity (harms the nervous system), reproductive toxicity (causes fewer offspring) hepatotoxicity (harms the liver) hematotoxicity (causes blood effects)	1	NA	0.2	NA
1,1,2-Trichloroethane	carcinogenicity (causes cancer)	0.0003	1×10^{-6}	0.005	2×10^{-5} (two per hundred thousand)
Trichloroethylene (TCE)	carcinogenicity (causes cancer)	0.0017	1×10^{-6}	0.005	3×10^{-6} (three per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Trichlorofluoromethane (Freon 11)	accelerated mortality (increase in early death)	1.3	NA	0.15	NA
1,2,3-Trichloropropane (1,2,3-TCP)	carcinogenicity (causes cancer)	0.0000007 (7×10^{-7})	1×10^{-6}	0.000005 (5×10^{-6})	7×10^{-6} (seven per million)
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)	hepatotoxicity (harms the liver)	4	NA	1.2	NA
Trihalomethanes: Bromodichloromethane	carcinogenicity (causes cancer)	0.00006	1×10^{-6}	0.080 [#]	1.3×10^{-3} (1.3 per thousand) ¹⁴
Trihalomethanes: Bromoform	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.080 [#]	2×10^{-4} (two per ten thousand) ¹⁵
Trihalomethanes: Chloroform	carcinogenicity (causes cancer)	0.0004	1×10^{-6}	0.080 [#]	2×10^{-4} (two per ten thousand) ¹⁶

[#] For total trihalomethanes (the sum of bromodichloromethane, bromoform, chloroform, and dibromochloromethane). There are no MCLs for individual trihalomethanes.

¹⁴ Based on 0.080 mg/L bromodichloromethane; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

¹⁵ Based on 0.080 mg/L bromoform; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

¹⁶ Based on 0.080 mg/L chloroform; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category ¹	California PHG (mg/L) ²	Cancer Risk ³ at the PHG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Trihalomethanes: Dibromochloromethane	carcinogenicity (causes cancer)	0.0001	1×10 ⁻⁶	0.080 [#]	8×10 ⁻⁴ (eight per ten thousand) ¹⁷
Tritium	carcinogenicity (causes cancer)	400 pCi/L	1×10 ⁻⁶	20,000 pCi/L	5×10 ⁻⁵ (five per hundred thousand)
Uranium	carcinogenicity (causes cancer)	0.43 pCi/L	1×10 ⁻⁶	20 pCi/L	5×10 ⁻⁵ (five per hundred thousand)
Vinyl chloride	carcinogenicity (causes cancer)	0.00005	1×10 ⁻⁶	0.0005	1×10 ⁻⁵ (one per hundred thousand)
Xylene	neurotoxicity (affects the senses, mood, and motor control)	1.8 (single isomer or sum of isomers)	NA	1.75 (single isomer or sum of isomers)	NA

[#] For total trihalomethanes (the sum of bromodichloromethane, bromoform, chloroform, and dibromochloromethane). There are no MCLs for individual trihalomethanes.

¹⁷ Based on 0.080 mg/L dibromochloromethane; the risk will vary with different combinations and ratios of the other trihalomethanes in a particular sample.

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	US EPA MCLG ² (mg/L)	Cancer Risk ³ at the MCLG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Disinfection byproducts (DBPs)					
Chloramines	acute toxicity (causes irritation) digestive system toxicity (harms the stomach) hematotoxicity (causes anemia)	4 ^{5,6}	NA ⁷	none	NA
Chlorine	acute toxicity (causes irritation) digestive system toxicity (harms the stomach)	4 ^{5,6}	NA	none	NA
Chlorine dioxide	hematotoxicity (causes anemia) neurotoxicity (harms the nervous system)	0.8 ^{5,6}	NA	none	NA
Radionuclides					

¹ Health risk category based on the US EPA MCLG document or California MCL document unless otherwise specified.

² MCLG = maximum contaminant level goal established by US EPA.

³ Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.

⁴ California MCL = maximum contaminant level established by California.

⁵ Maximum Residual Disinfectant Level Goal, or MRDLG.

⁶ The federal Maximum Residual Disinfectant Level (MRDL), or highest level of disinfectant allowed in drinking water, is the same value for this chemical.

⁷ NA = not available.

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	US EPA MCLG ² (mg/L)	Cancer Risk ³ at the MCLG	California MCL ⁴ (mg/L)	Cancer Risk at the California MCL
Gross alpha particles ⁸	carcinogenicity (causes cancer)	0 (²¹⁰ Po included)	0	15 pCi/L ⁹ (includes radium but not radon and uranium)	up to 1×10^{-3} (for ²¹⁰ Po, the most potent alpha emitter)
Beta particles and photon emitters ⁸	carcinogenicity (causes cancer)	0 (²¹⁰ Pb included)	0	50 pCi/L (judged equiv. to 4 mrem/yr)	up to 2×10^{-3} (for ²¹⁰ Pb, the most potent beta-emitter)

⁸ MCLs for gross alpha and beta particles are screening standards for a group of radionuclides. Corresponding PHGs were not developed for gross alpha and beta particles. See the OEHHA memoranda discussing the cancer risks at these MCLs at <http://www.oehha.ca.gov/water/reports/grossab.html>.

⁹ pCi/L = picocuries per liter of water.

ANNUAL WATER QUALITY REPORT

Reporting Year 2022



Presented By
City of Lakewood

Mahalaga ang impormasyong ito.
Mangyaring ipasalin ito.

Este informe contiene información
muy importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo
entienda bien.



We are committed to providing safe, reliable, and high-quality drinking water services to Lakewood customers.

Our Mission Continues

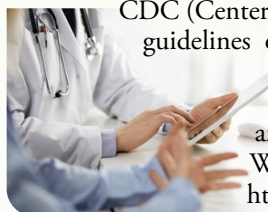
The City of Lakewood is once again pleased to present our annual water quality report covering all testing performed in 2022. Over the years, we have dedicated ourselves to producing drinking water that meets all state and federal standards. We continually strive to adopt new methods for delivering the best-quality drinking water to you. As new challenges to drinking water safety emerge, we remain vigilant in meeting the goals of source water protection, water conservation, and community education while continuing to serve the needs of all our water users. In 2022 all water delivered by the City of Lakewood Department of Water Resources met or exceeded all federal and state standards.

Important Health Information

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency (U.S. EPA) continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and linked to other health effects such as skin damage and circulatory problems.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The U.S. EPA/

CDC (Centers for Disease Control and Prevention) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791 or <http://water.epa.gov/drink/hotline>.



Source Water Assessment

Assessments of the city's drinking water sources were completed in 2003 and 2006. These studies examined the potential vulnerability of each well to contaminants that could enter the water supply. Our groundwater supply is considered most vulnerable to the following activities: gas stations and repair shops, historic gas station locations, storage tanks, dry cleaners, and permitted National Pollutant Discharge Elimination System/Waste Discharge Requirement discharges. A copy of the complete assessment is available at the Lakewood city clerk's office at 5050 Clark Avenue. You may request a summary of the assessment by contacting the Lakewood Department of Water Resources at (562) 866-9771, extension 2700, during regular office hours.

Community Participation

You are invited to participate in our city council meetings to voice your concerns about your drinking water. We meet the second and fourth Tuesday of each month at 7:30 p.m. in City Council Chambers, 5000 Clark Avenue, Lakewood.

Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two minutes before using water for drinking or cooking. (If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants.) If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791 or at www.epa.gov/safewater/lead.

QUESTIONS?

For more information about this report, or for any questions relating to your drinking water, please contact the water administration manager at (562) 866-9771, extension 2700.

Substances That Could Be in Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, the U.S. EPA and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

Contaminants that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;

Inorganic Contaminants, such as salts and metals, that can be naturally occurring or can result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and which can also come from gas stations, urban stormwater runoff, agricultural applications, and septic systems;

Radioactive Contaminants that can be naturally occurring or can be the result of oil and gas production and mining activities.

More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

Where Does My Water Come From?

Your tap water comes from local deep groundwater wells. The City of Lakewood is responsible for providing water services for residents and businesses west of the San Gabriel River. Golden State Water Company (GSWC, an investor-owned water utility) serves the area east of the river. For information on GSWC's Water Quality Report, call (800) 999-4033.

Highlights of Lakewood's water system include:

- 100 percent groundwater produced from 11 deep wells
- Approximately 180 miles of water mains, ranging from 4 to 27 inches in diameter
- Three water storage plant facilities holding approximately 13 million gallons
- A 2,500-gallon-per-minute water treatment facility
- A standby connection to Metropolitan Water District of Southern California's imported supplies for emergency use
- Four emergency interconnections with the City of Long Beach, GSWC, City of Cerritos, and City of Signal Hill
- More than 2.1 billion gallons of water provided annually to over 60,000 residents and commercial and institutional customers via more than 20,000 metered connections
- Approximately 6 percent of water supply was recycled water and used for irrigation at 42 sites

Smart Meters

In 2018 the City of Lakewood completed an upgrade of all our customer water meters to smart meters. The smart meters provide benefits to all customers and help everyone use water more wisely. Features include:

- Leak Detection. You are now able to receive a text or email alert if we detect usage that may indicate you have a leak.
- Control Your Water Usage. Using the customer portal, you can set a custom water consumption threshold and receive an alert via text or email when the system projects your current usage will exceed your configured threshold setting.
- Efficiency Benchmarking. Find out how your water usage compares to similar accounts using highly customizable benchmarks for both residential and commercial accounts.

More than 60 percent of our customers have registered on the smart meter web portal and are now enjoying the benefits of timely monitoring and control of their water usage, leak detection alerts, and saving water and money. For questions and portal registration, call customer service at (855) 785-4021. To view your account online, visit www.lakewoodcity.org/UtilityBill.

Test Results

Our water is monitored for many different kinds of substances on a very strict sampling schedule, and the water we deliver must meet specific health standards. Here, we only show those substances that were detected in our water. Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels.

The state recommends monitoring for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

REGULATED SUBSTANCES WITH PRIMARY STANDARDS						
SUBSTANCE (UNIT OF MEASURE)	MCL [MRDL]	PHG (MCLG) [MRDLG]	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Arsenic (ppb)	10	0.004	6.1	2.6–10.3	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes
Chlorine (ppm)	[4.0 (as Cl ₂)]	[4 (as Cl ₂)]	0.6	0.5–0.7	No	Drinking water disinfectant added for treatment
Fluoride (ppm)	2.0	1	0.3	0.2–0.4	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories
HAA5 [sum of 5 haloacetic acids]–Stage 1 (ppb)	60	NA	5.4	ND–21.7	No	By-product of drinking water disinfection
TTHMs [total trihalomethanes]–Stage 1 (ppb)	80	NA	23.7	8.7–83.2	No	By-product of drinking water disinfection
Tap water samples were collected for lead and copper analyses from sample sites throughout the community						
SUBSTANCE (UNIT OF MEASURE)	AL	PHG (MCLG)	AMOUNT DETECTED (90 TH PERCENTILE)	SITES ABOVE AL/TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	1.3	0.3	ND	0/30	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (ppb)	15	0.2	ND	0/30	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
REGULATED SUBSTANCES WITH SECONDARY STANDARDS						
SUBSTANCE (UNIT OF MEASURE)	SMCL	PHG (MCLG)	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Chloride (ppm)	500	NS	19.5	5.9–46.4	No	Runoff/leaching from natural deposits; seawater influence
Specific Conductance (µS/cm)	1,600	NS	413.5	300.0–626.0	No	Substances that form ions when in water; seawater influence
Sulfate (ppm)	500	NS	33.4	13.0–86.2	No	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (ppm)	1,000	NS	256.2	170.0–408.0	No	Runoff/leaching from natural deposits

Definitions

90th percentile: The levels reported for lead and copper represent the 90th percentile of the total number of sites tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

AL (Regulatory Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

grains/gal (grains per gallon): Grains of compound per gallon of water.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste, and appearance of drinking water.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable.

ND (Not detected): Indicates that the substance was not found by laboratory analysis.

NS: No standard.

UNREGULATED AND OTHER SUBSTANCES¹

SUBSTANCE (UNIT OF MEASURE)	AVERAGE AMOUNT DETECTED	RANGE LOW-HIGH	TYPICAL SOURCE
Calcium (ppm)	48.0	16.2–78.3	Abundant naturally occurring element
Hardness (grains/gal)	8.9	2.6–15.1	Naturally occurring calcium
Hardness (ppm)	151.4	44.8–259.0	Naturally occurring calcium
Magnesium (ppm)	6.9	1.1–14.3	Abundant naturally occurring element
pH, Laboratory (units)	8.1	7.6–8.8	Hydrogen ion concentration
Potassium (ppm)	2.6	1.3–3.6	Runoff or leaching from natural deposits
Sodium (ppm)	30.9	24.0–47.0	Naturally occurring

¹ Unregulated contaminant monitoring helps U.S. EPA and the State Board determine where certain contaminants occur and whether the contaminants need to be regulated.

PFAS Monitoring

Per- and polyfluoroalkyl substances (PFAS) are a large group of human-made substances that have been used extensively in surface coating and protectant formulations due to their unique ability to reduce the surface tension of liquids. Perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) are two types of PFAS. PFAS are persistent in the environment, can accumulate within the human body over time, and are toxic at relatively low concentrations. Exposure to unsafe levels of PFOA or PFOS may result in adverse health effects including cancer, problems with the liver, thyroid, and immune system, and developmental problems to fetuses during pregnancy, among others.

PFAS have been detected in local groundwater wells in our region, although not in Lakewood. Under State Water Board order in 2019, 70 wells from 17 central basin purveyors were required to collect PFAS samples; in 36 wells from 13 purveyors, PFAS were detected above the state response levels. Three Lakewood wells were among those monitored, and all our results continue to be below the detection level for PFAS.

The four major sources of PFAS are fire training and fire response sites, industrial sites, landfills, and wastewater treatment plants and biosolids. PFAS can get into drinking water when products containing them are used or spilled onto the ground or into lakes and rivers. Once in groundwater, PFAS are easily transported large distances and can contaminate drinking wells. More PFAS information can be found at www.waterboards.ca.gov/pfas/.

Table Talk

Get the most out of the Testing Results data. In less than a minute, you will know all there is to know about your water:

For each substance listed, compare the value in the Average Amount Detected column against the value in the MCL (or AL or SMCL) column. If the Average Amount Detected value is smaller, your water meets the health and safety standards set for the substance.

Other Table Information Worth Noting

Verify that there were no violations of the state or federal standards in the Violation column. If there was a violation, you will see a detailed description of the event in this report.

If there is an ND or a less-than symbol (<), it means that the substance was not detected (i.e., below the detection limits of the testing equipment).

The Range column displays the lowest and highest sample readings.

PDWS (Primary Drinking Water Standard): MCLs and MRDLs for contaminants that affect health, along with their monitoring and reporting requirements and water treatment requirements.

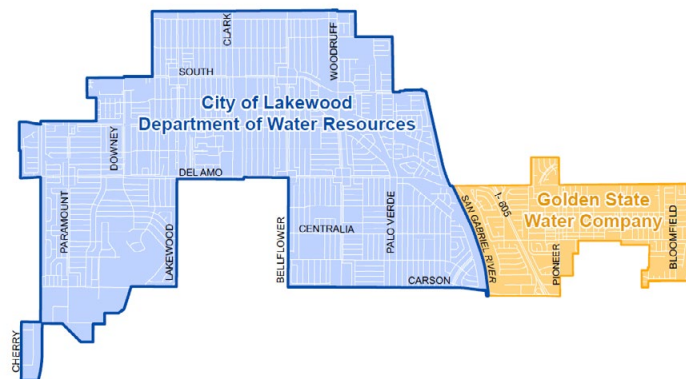
PHG (Public Health Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

ppb (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (parts per million): One part substance per million parts water (or milligrams per liter).

µS/cm (microsiemens per centimeter): A unit expressing the amount of electrical conductivity of a solution.

Water Purveyors in Lakewood



ANNUAL WATER QUALITY REPORT

Reporting Year 2023



Presented By
City of Lakewood

Mahalaga ang impormasyong ito. Mangyaring ipasalin ito.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

PWS ID#: CA1910239



We are committed to providing safe, reliable, and high-quality drinking water services to Lakewood customers.

Our Mission Continues

The City of Lakewood is once again pleased to present our annual water quality report covering all testing performed from January 1 to December 31, 2023. Over the years, we have dedicated ourselves to producing drinking water that meets all state and federal standards. We continually strive to adopt new methods for delivering the best-quality drinking water to you. As new challenges to drinking water emerge, we remain vigilant in meeting the goals of source water protection, water conservation, and community education while continuing to serve the needs of all our water users. In 2023 all water delivered by the City of Lakewood Water Resources Department met or exceeded all federal and state drinking water standards.

Important Health Information

While your drinking water meets the federal and state standards for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency (U.S. EPA) continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and linked to other health effects such as skin damage and circulatory problems.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice about drinking water from their healthcare providers. The U.S. EPA/Centers for Disease Control and Prevention (CDC) guidelines on appropriate means to lessen the risk of infection by *cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791 or [water.epa.gov/drink/hotline](https://www.water.epa.gov/drink/hotline).



Where Does My Water Come From?

Your tap water comes from local, deep groundwater wells that supply our service area. The City of Lakewood is responsible for providing water services for residents and businesses west of the San Gabriel River. Golden State Water Company (GSWC) - an investor-owned water utility - serves the area east of the river. For information on GSWC's Water Quality Report, call (800) 999-4033.

Highlights of Lakewood's water system include:

- 100 percent groundwater produced from 11 deep wells
- Approximately 180 miles of water mains ranging from 4 to 27 inches in diameter
- Three water storage facilities holding approximately 13 million gallons
- A 2,500-gallon-per-minute water treatment facility
- A standby connection to the Metropolitan Water District of Southern California's imported supplies for emergency use
- Five emergency interconnections with the City of Long Beach, GSWC, the City of Cerritos, and the City of Signal Hill
- Over 2.1 billion gallons of water provided annually to over 60,000 residents and commercial and institutional customers via more than 20,000 metered connections.
- Approximately 6 percent of the water supply recycled and used for irrigation at 42 sites

QUESTIONS?

For more information about this report, or for any questions relating to your drinking water, please contact the water administration manager at (562) 866-9771, extension 2700.

Substances That Could Be in Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, the U.S. EPA and the State Water Resources Control Board (SWRCB) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

Contaminants that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;

Inorganic Contaminants, such as salts and metals, that can be naturally occurring or can result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and which can also come from gas stations, urban stormwater runoff, agricultural applications, and septic systems;

Radioactive Contaminants that can be naturally occurring or can be the result of oil and gas production and mining activities.

More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.



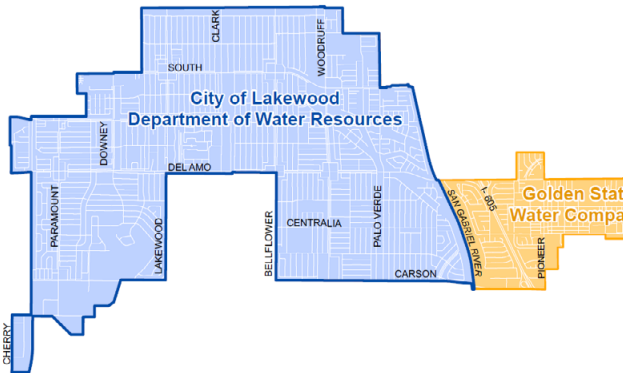
PFAS Monitoring

Per- and polyfluoroalkyl substances (PFAS) are a large group of human-made substances that have been used extensively in surface coating and protectant formulations due to their unique ability to reduce the surface tension of liquids. Perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) are two types of PFAS. The four major sources of PFAS are fire training/fire response sites, industrial sites, landfills, and wastewater treatment plants/biosolids. PFAS can get into drinking water when products containing them are used or spilled onto the ground or into lakes and rivers. Once in groundwater, PFAS are easily transported large distances and can contaminate drinking wells. More PFAS information can be found at State Water Board website: <https://www.waterboards.ca.gov/pfas/>.

The US EPA has issued final maximum contaminant levels (MCLs) at 4 parts per trillion (ppt) for PFOA and PFOS and 10 ppt for three other PFAS compounds; perfluorohexanesulfonic acid (PFHxS), perfluorononanoic acid (PFNA), and hexafluoropropylene oxide dimer acid (HFPO-DA) - also known as GenX. Water systems serving over 10,000 people are required to conduct monitoring by 2027 and achieve compliance by 2029. The City of Lakewood has conducted PFAS sampling in December 2023. Results of wells requiring notification are as follow:

Substance	Notification Level (ppt)	Well 2A	Well 17	Well 18
PFOA	5.1	1.1	4	5.3
PFOS	6.5	6.2	16	15

Water Purveyors in Lakewood



Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two minutes before using water for drinking or cooking. (If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants.) If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791 or epa.gov/safewater/lead.

Test Results

Our water is monitored for many different kinds of substances on a very strict sampling schedule, and the water we deliver must meet specific health standards. Here, we only show those substances that were detected in our water (a complete list of all our analytical results is available upon request). Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels.

The state recommends monitoring for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data is included, along with the year in which the sample was taken.

REGULATED SUBSTANCES							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	PHG (MCLG) [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Arsenic (ppb)	2023	10	0.004	8.09	2.6 - 10.8	No	Erosion of natural deposits; Runoff from orchards; Glass and electronics production wastes
Chlorine (ppm)	2023	[4.0 (as Cl ₂)]	[4 (as Cl ₂)]	0.6	0.5 - 0.7	No	Drinking water disinfectant added for treatment
Fluoride (ppm)	2023	2.0	1	0.3	0.2 - 0.4	No	Erosion of natural deposits; Water additive that promotes strong teeth; Discharge from fertilizer and aluminum factories
HAA5 [sum of 5 haloacetic acids]–Stage 1 (ppb)	2023	60	NA	3.4	1.2 - 7.9	No	By-product of drinking water disinfection
TTHMs [total trihalomethanes]–Stage 1 (ppb)	2023	80	NA	17.4	10.1 - 28.4	No	By-product of drinking water disinfection
Tap water samples were collected for lead and copper analyses from sample sites throughout the community							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	PHG (MCLG)	AMOUNT DETECTED (90TH %ILE)	SITES ABOVE AL/TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2023	1.3	0.3	0.22	0/30	No	Internal corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
Lead (ppb)	2023	15	0.2	ND	0/30	No	Internal corrosion of household water plumbing systems; Discharges from industrial manufacturers; Erosion of natural deposits
SECONDARY SUBSTANCES							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	SMCL	PHG (MCLG)	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Chloride (ppm)	2023	500	NS	20.7	5.9 - 53.0	No	Runoff/leaching from natural deposits; Seawater influence
Specific Conductance (µS/cm)	2023	1,600	NS	431.5	300.0 - 680.0	No	Substances that form ions when in water; Seawater influence
Sulfate (ppm)	2023	500	NS	36.7	13.0 - 97.0	No	Runoff/leaching from natural deposits; Industrial wastes
Total Dissolved Solids (ppm)	2023	1,000	NS	258.2	170.0 - 420.0	No	Runoff/leaching from natural deposits
UNREGULATED SUBSTANCES ¹							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AMOUNT DETECTED	RANGE LOW-HIGH	TYPICAL SOURCE			
Calcium (ppm)	2023	49.3	16.2 - 84.5	Abundant naturally occurring element			
Hardness (grains/gal)	2023	8.9	2.6 - 15.1	Naturally occurring calcium			
Hardness (ppm)	2023	152.6	44.8 - 260.0	Naturally occurring calcium			
Magnesium (ppm)	2023	6.9	1.1 - 13.9	Abundant naturally occurring element			
pH, Laboratory (units)	2023	8.2	7.8 - 8.7	Hydrogen ion concentration			
Potassium (ppm)	2023	2.7	1.3 - 3.7	Runoff or leaching from natural deposits			
Sodium (ppm)	2023	31.3	24.0 - 47.0	Naturally occurring			

¹ Unregulated contaminant monitoring helps the U.S. EPA and SWRCB determine where certain contaminants occur and whether the contaminants need to be regulated.

Community Participation

You are invited to participate in our city council meetings to voice your concerns about your drinking water. We meet the second and fourth Tuesday of each month at 7:30 p.m. in City Council Chambers, 5000 Clark Avenue.

Source Water Assessment

Assessments of the city's drinking water sources were completed in 2003 and 2006. These studies examined the potential vulnerability of each well to contaminants that could enter the water supply. Our groundwater supply is considered most vulnerable to the following activities: gas stations and repair shops, historic gas station locations, storage tanks, dry cleaners, and permitted National Pollutant Discharge Elimination System/Waste Discharge Requirement discharges. A copy of the complete assessment is available at the Lakewood City Clerk's Office at 5050 Clark Avenue. You may request a summary of the assessment by contacting the Lakewood Department of Water Resources at (562) 866-9771, extension 2700, during regular office hours.

Table Talk

Get the most out of the Testing Results data. In less than a minute, you will know all there is to know about your water.

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Verify that there were no violations of the state or federal standards in the Violation column. If there was a violation, you will see a detailed description of the event in this report.

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The Range column displays the lowest and highest sample readings.

Smart Meters

In 2018 the City of Lakewood completed an upgrade of all our customer water meters to smart meters. The smart meters provide benefits to all customers and help everyone use water more wisely. Features include:

- Leak detection. You can now receive a text or email alert if we detect usage that may indicate you have a leak.
- Control of water usage. Using the customer portal, you can set a custom water consumption threshold and receive an alert via text or email when the system projects your current usage will exceed your configured threshold setting.
- Efficiency benchmarking. Find out how your water usage compares to similar accounts using highly customizable benchmarks for both residential and commercial accounts.

More than 63 percent of our customers have registered on the smart meter web portal to date and enjoy the benefits of timely monitoring, review, and control of their water usage. They've received leak detection alerts and saved water and money. For questions and portal registration, call customer service at (855) 785-4021 or visit lakewoodcity.org/UtilityBill to view your account online.

Definitions

90th percentile: The levels reported for lead and copper represent the 90th percentile of the total number of sites tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

AL (Regulatory Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

grains/gal (grains per gallon): Grains of compound per gallon of water.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste, and appearance of drinking water.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable.

ND (Not detected): Indicates that the substance was not found by laboratory analysis.

NS: No standard.

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ANNUAL WATER QUALITY REPORT

Reporting Year 2024



Presented By
City of Lakewood



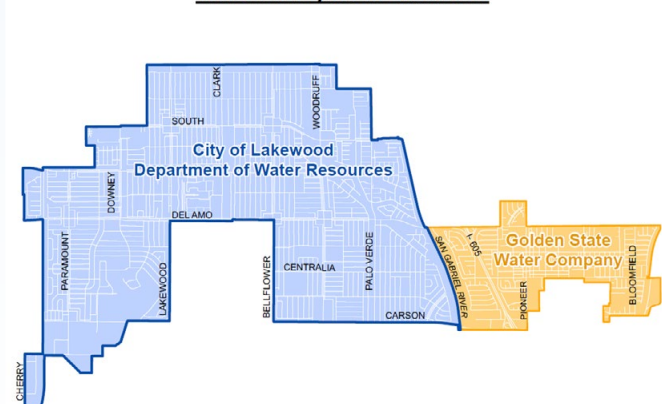
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Water Purveyors in Lakewood



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Radioactive Contaminants that can be naturally occurring or the result of oil and gas production and mining activities.

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- **Efficiency Benchmarking.** Find out how your water usage compares to similar accounts using highly customizable benchmarks for both residential and commercial accounts.

More than 65% of our customers have registered on the smart meter web portal in 2020 and enjoyed benefits of timely monitoring, reviewing and controlling their water usage, receiving leak detection alerts, and save water and money. For questions and portal registration, call customer service at (855) 785-4021 or visit www.lakewoodca.gov/UtilityBill to view your account online.

Safeguard Your Drinking Water

Protection of drinking water is everyone's responsibility. You can help protect your community's drinking water source in several ways:

- Eliminate excess use of lawn and garden fertilizers and pesticides – they contain hazardous chemicals that can reach your drinking water source.
- Pick up after your pets.
- If you have your own septic system, properly maintain it to reduce leaching to water sources, or consider connecting to a public sewer system.
- Dispose of chemicals properly; take used motor oil to a recycling center.
- Volunteer in your community. Find a watershed or wellhead protection organization in your community and volunteer to help. If there are no active groups, consider starting one. Use U.S. EPA's Adopt Your Watershed to locate groups in your community.
- Organize a storm drain stenciling project with others in your neighborhood. Stencil a message next to the street drain reminding people "Dump No Waste – Drains to River" or "Protect Your Water." Produce and distribute a flyer for households to remind residents that storm drains dump directly into your local water body.

PFAS Monitoring

Per- and polyfluoroalkyl substances (PFAS) are a large group of human-made substances that have been used extensively in surface coating and protectant formulations due to their unique ability to reduce the surface tension of liquids. Perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) are two types of PFAS. The four major sources of PFAS are fire training/fire response sites, industrial sites, landfills, and wastewater treatment plants/biosolids. PFAS can get into drinking water when products containing them are used or spilled onto the ground or into lakes and rivers. Once in groundwater, PFAS are easily transported large distances and can contaminate drinking wells. More PFAS information can be found at the State Water Board website: <https://www.waterboards.ca.gov/pfas/>.

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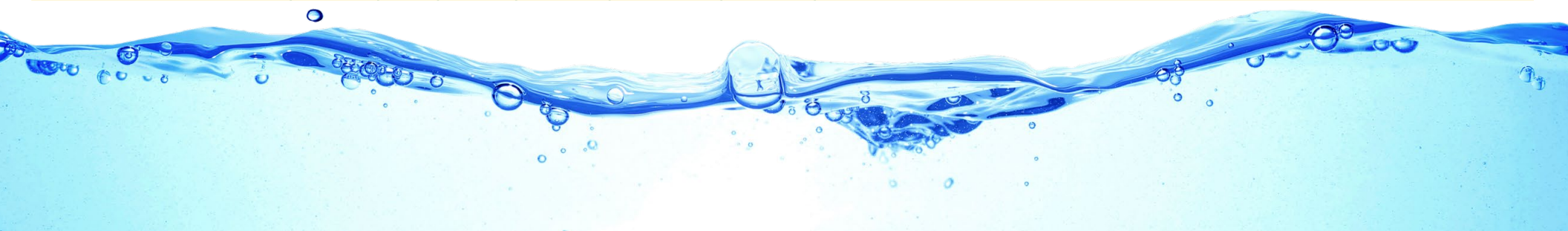
SUBSTANCE	NOTIFICATION LEVEL (PPT)	WELL 2A	WELL 17	WELL 18
PFOA	5.1	1.1	4.1	5.9
PFOS	6.5	7	17	15

Test Results

Our water is monitored for many different kinds of substances on a very strict sampling schedule, and the water we deliver must meet specific health standards. Here, we only show those substances that were detected in our water (a complete list of all our analytical results is available upon request). Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels.

The state recommends monitoring for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data is included, along with the year in which the sample was taken.

REGULATED SUBSTANCES								
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	PHG (MCLG) [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE	
Arsenic (ppb)	2024	10	0.004	4.89	0.16–8.19	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes	
Chlorine (ppm)	2024	[4.0 (as Cl2)]	[4 (as Cl2)]	0.70	0.50–0.90	No	Drinking water disinfectant added for treatment	
Fluoride (ppm)	2024	2.0	1	0.34	0.33–0.35	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories	
HAA5 [sum of 5 haloacetic acids] (ppb)	2024	60	NA	2.73	1.40–5.00	No	By-product of drinking water disinfection	
TTHMs [Total Trihalomethanes] - Stage 1 (ppb)	2024	80	NA	13.7	7.8-24.5	No	By-product of drinking water disinfection	
Tap water samples were collected for lead and copper analyses from sample sites throughout the community. Lead and Copper Monitoring is conducted every 3 years.								
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	PHG (MCLG)	AMOUNT DETECTED (90TH %ILE)	RANGE LOW-HIGH	SITES ABOVE AL/TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2023	1.3	0.3	0.24	ND-0.26	0/30	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (ppb)	2023	15	1.2	ND	ND-0.01	0/30	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (ppm)	2025	1.3	0.3	0.2	ND-0.48	0/30	No	Special Lead and Copper monitoring was conducted in January 2025
Lead (ppb)	2025	15	0.2	ND	ND	0/30	No	Special Lead and Copper monitoring was conducted in January 2025
SECONDARY SUBSTANCES								
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	SMCL	PHG (MCLG)	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE	
Chloride (ppm)	2024	500	NS	15.33	11.00–19.00	No	Runoff/leaching from natural deposits; seawater influence	
Specific Conductance (µS/cm)	2024	1,600	NS	410	380–460	No	Substances that form ions when in water; seawater influence	
Sulfate (ppm)	2024	500	NS	29	25–35	No	Runoff/leaching from natural deposits; industrial wastes	
Total Dissolved Solids (ppm)	2024	1,000	NS	236.67	220–270	No	Runoff/leaching from natural deposits	



UNREGULATED SUBSTANCES ¹				
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AMOUNT DETECTED	RANGE LOW-HIGH	TYPICAL SOURCE
Calcium (ppm)	2024	49.80	41.60–60.50	Abundant naturally occurring element
Hardness (grains/gal)	2024	8.87	7.43–10.76	Naturally occurring calcium
Hardness (ppm)	2024	151.67	127.00–184.00	Naturally occurring calcium
Magnesium (ppm)	2024	6.61	5.60–7.96	Abundant naturally occurring element
pH, Laboratory (units)	2024	7.99	7.50–8.50	Hydrogen ion concentration
Potassium (ppm)	2024	2.90	2.70–3.10	Runoff or leaching from natural deposits
Sodium (ppm)	2024	29.00	25.00–35.00	Naturally occurring

¹ Unregulated contaminant monitoring helps the U.S. EPA and SWRCB determine where certain contaminants occur and whether the contaminants need to be regulated.

Definitions

90th percentile: The levels reported for lead and copper represent the 90th percentile of the total number of sites tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

AL (Regulatory Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

grains/gal (grains per gallon): Grains of compound per gallon of water.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.

Secondary MCLs (SMCLs) are set to protect the odor, taste, and appearance of drinking water.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable.

ND (Not Detected): Indicates that the substance was not found by laboratory analysis.

NS: No standard.

PDWS (Primary Drinking Water Standard): MCLs and MRDLs for contaminants that affect health, along with their monitoring and reporting requirements and water treatment requirements.

PHG (Public Health Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

ppb (µg/L) (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (mg/L) (parts per million): One part substance per million parts water (or milligrams per liter).

ppt (ng/L) (parts per trillion): One part substance per trillion parts water (or nanograms per liter).

µS/cm (microsiemens per centimeter): A unit expressing the amount of electrical conductivity of a solution.

Lead in Home Plumbing

Lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and in home plumbing. City of Lakewood is responsible for providing high-quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time. You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter certified by an American National Standards Institute-accredited certifier to reduce lead is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure it is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling does not remove lead from water.

Before using tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, or doing laundry or a load of dishes. If you have a lead or galvanized service line requiring replacement, you may need to flush your pipes for a longer period. If you are concerned about lead and wish to have your water tested, contact the City of Lakewood Water Resources Department at (562) 866-9771, extension 2700, during regular business hours. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at epa.gov/safewater/lead.

To address lead in drinking water, public water systems were required to develop and maintain an inventory of service line materials by October 16, 2024. Developing an inventory and identifying the location of lead service lines (LSL) is the first step for beginning LSL replacement and protecting public health. The lead service inventory may be accessed at Lakewoodca.gov/leadandcopper. Please contact us if you would like more information about the inventory or any lead sampling that has been done.

Source Water Assessment

Assessments of the city's drinking water sources examined the potential vulnerability of each well to contaminants that could enter the water supply. Our groundwater supply is considered most vulnerable to the following activities: gas stations and repair shops, historic gas station locations, storage tanks, dry cleaners, and permitted National Pollutant Discharge Elimination System/Waste Discharge Requirement discharges. A copy of the complete assessment is available at the Lakewood City Clerk's office at 5050 Clark Avenue. You may request a summary of the assessment by contacting the Lakewood Department of Water Resources at (562) 866-9771, extension 2700, during regular office hours.