

AGENDA

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

February 28, 2023, 7:30 p.m.

CALL TO ORDER

INVOCATION: Reverend Tamara John, Christ Presbyterian Church Lakewood

PLEDGE OF ALLEGIANCE: Girl Scout Troop 70133

ROLL CALL: Mayor Steve Croft
Vice Mayor Ariel Pe
Council Member Cassandra Chase
Council Member Todd Rogers
Council Member Jeff Wood

ANNOUNCEMENTS AND PRESENTATIONS:

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 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held February 14, 2023
- RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.
- RI-4 INSTALLATION OF A DISABLED PERSON DESIGNATED PARKING SPACE AT 5954 CAMERINO STREET; RESOLUTION NO. 2023-6; INSTALLATION OF A DISABLED PERSON DESIGNATED PARKING SPACE AT 5535 GONDAR AVENUE, RESOLUTION NO. 2023-7; AND REMOVAL OF DISABLED PERSON DESIGNATED PARKING SPACES AT 5812 CARDALE STREET, 2712 YEARLING STREET, AND 6122 OLIVA AVENUE, RESOLUTION NO. 2023-8 - Community Safety Commission recommends the City Council adopt proposed resolutions.
- RI-5 FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT; RESOLUTION NO. 2023-9 - Staff recommends City Council adopt proposed resolution.
- RI-6 AMENDMENT 3 - BAKERSFIELD WELL & PUMP AGREEMENT REVISION - Staff recommends the City Council amend the Professional Services Agreement to a total amount not to exceed \$235,000 for FY 2022-2023 with Bakersfield Well & Pump Co. of Bakersfield, CA for On-Call Services for Well and Booster Pump Maintenance and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

City Council Agenda

February 28, 2023

Page 2

ROUTINE ITEMS: - Continued

RI-7 APPROVAL OF AGREEMENT FOR ARCGIS SOLUTIONS CONSULTING SUPPORT FOR LEAD SERVICE LINE INVENTORY - Staff recommends the City Council approve a Professional Services Agreement with Environmental Systems Research Institute, Inc. for a not-to-exceed amount of \$18,958 to perform ArcGIS Solutions Consulting Support for Lead Service Line Inventory and appropriate \$18,958 of Water Reserve Funds and authorize the Mayor to execute agreement on behalf of the City.

RI-8 APPROVAL OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER MAIN REPLACEMENT PROJECTS - Staff recommends the City Council approve a Professional Services Agreement with Tetra Tech Inc. for a not-to-exceed amount of \$19,600 to Provide Professional Engineering Services for Multiple-Year Water Main Replacement Projects and appropriate \$19,600 of Water Reserve Funds and authorize the Mayor to execute agreement on behalf of the City.

RI-9 AGREEMENT FOR 2023 CIVIC CENTER BLOCK PARTY ATTRACTIONS AND GAMES - Staff recommends the City Council authorize the Mayor to execute the Agreement for the 2023 Civic Center Block Party attractions and games with Elite Special Events subject to approval as to legal form by the City Attorney.

RI-10 APPROVAL OF CONTRACT FOR 2023 CIVIC CENTER BLOCK PARTY FIREWORKS DISPLAY - Staff recommends the City Council approve the public fireworks display to be offered as a component of the Civic Center Block Party at Lakewood Center on Saturday, June 24, 2023, and authorize the City Manager to sign the contract with Fireworks & Stage FX America, LLC for the contracted services. Contract price not to exceed \$18,000.

REPORTS:

3.1 RESOLUTION NO. 2023-10; PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY CAUSED BY THE NOVEL CORONAVIRUS (COVID-19) - Staff recommends the City Council adopt proposed resolution.

3.2 RESOLUTION NO. 2023-11; AMENDING THE RATE FOR BIN AND SPECIAL REFUSE SERVICES - Staff recommends the City Council adopt proposed resolution.

3.3 ADOPTION OF 2023 LEGISLATIVE PLATFORM – Staff recommends the City Council adopt the Legislative Platform for 2023.

AGENDA

LAKWOOD HOUSING SUCCESSOR AGENCY

1. REGISTER OF DEMANDS - Staff recommends Housing Successor Agency approve registers of demands.

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@lakewoodcity.org 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.lakewoodcity.org

Routine Items

Routine Item 1 – City Council Minutes
will be available prior to the meeting.

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

COUNCIL AGENDA
February 28, 2023

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				
	Anastasios Bogris	Fleet Manager	27B	2/13/2023
B. Changes				
	None			
C. Separations				
	None			
2. PART-TIME EMPLOYEES				
A. Appointments				
	None			
B. Changes				
	None			
C. Separations				
	None			


Thaddeus McCormack
City Manager

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

**CITY OF LAKEWOOD
FUND SUMMARY 2/16/2023**

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	1,889,156.39
1030	CDBG CURRENT YEAR	185,186.51
1050	COMMUNITY FACILITY	16,162.40
1336	STATE COPS GRANT	16,666.66
1500	MISC-SPECIAL REVENUE FUND	7,845.00
1621	LA CNTY MEASURE R	25,380.90
1622	LA CNTY MEASURE M	23,840.58
1623	LA CNTY MEASURE W	2,777.40
3001	CAPITAL IMPROV PROJECT FUND	1,029.25
3015	ROAD MAINTC & REHAB ACCT	55,745.99
3070	PROPOSITION "C"	661,106.18
5010	GRAPHICS AND COPY CENTER	1,200.10
5020	CENTRAL STORES	3,751.43
5030	FLEET MAINTENANCE	12,938.92
7500	WATER UTILITY FUND	31,179.17
8030	TRUST DEPOSIT	31,203.19
		2,965,170.07

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/16/2023	A T & T CORP	317.32
02/16/2023	AGRI-TURF DISTRIBUTING	744.24
02/16/2023	M.B. OLIVER. INC.	640.00
02/16/2023	AIRE RITE A/C & REFRIGERATION INC	7,085.85
02/16/2023	ALBANO'S PLUMBING. INC.	150.00
02/16/2023	ALL CITY MANAGEMENT SERVICES. INC.	8,899.20
02/16/2023	ALL STAR GLASS	363.75
02/16/2023	MNRO HOLDINGS. LLC	740.24
02/16/2023	ALLIED REFRIGERATION INC	41.02
02/16/2023	ALS GROUP USA. CORP.	1,927.00
02/16/2023	AMAZON CAPITAL SERVICES. INC.	545.50
02/16/2023	AMERICAN PUBLIC WORKS ASSN	858.75
02/16/2023	ARDURRA GROUP. INC.	1,200.00
02/16/2023	ASSOCIATED SOILS ENGINEERING INC	10,787.50
02/16/2023	ROSS AVIATION INVESTMENT. LLC	4,846.53
02/16/2023	AUTOZONE PARTS INC	14.32
02/16/2023	B&K ELECTRIC WHOLESALE	388.38
02/16/2023	B&M LAWN AND GARDEN INC	52.14
02/16/2023	B.R. BREWER SIGN & GRAPHICS	3,366.50
02/16/2023	TWO SHELLS ENTERPRISES INC.	160.00
02/16/2023	C S M F O	175.00
02/16/2023	C S M F O	250.00
02/16/2023	CALIFORNIA STATE DEPT OF JUSTICE	128.00
02/16/2023	CINTAS CORPORATION	153.95
02/16/2023	CINTAS CORPORATION	335.76
02/16/2023	CITY LIGHT & POWER LKWD INC	345.15
02/16/2023	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00
02/16/2023	CAMERON WELDING SUPPLY	243.69
02/16/2023	BRAGG INVESTMENT COMPANY. INC.	333.23
02/16/2023	DAHLIN GROUP. INC.	233,867.28
02/16/2023	DELL SERVICE SALES	8,066.27
02/16/2023	DICKSON R F CO INC	50,858.72
02/16/2023	EDCO WASTE SERVICES LLC	508,055.08
02/16/2023	EDCO WASTE SERVICES LLC	11,034.45
02/16/2023	EEC ACOUSITION LLC	833.78
02/16/2023	EMPLOYMENT DEVELOPMENT DEPT	7,490.00
02/16/2023	FILE KEEPERS. LLC	91.60
02/16/2023	FRONTIER CALIFORNIA INC.	2,230.35
02/16/2023	GALLS PARENT HOLDINGS. LLC	38.76
02/16/2023	GANAHL LUMBER COMPANY	88.10
02/16/2023	GLASBY MAINTENANCE SUPPLY CO	190.61
02/16/2023	GRAINGER W W INC	48.34
02/16/2023	HACH COMPANY	769.48
02/16/2023	HARA M LAWNMOWER CENTER	738.90

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/16/2023	HINDERLITER DE LLAMAS & ASSOC	32,110.51
02/16/2023	HODGE PRODUCTS INC.	278.59
02/16/2023	HOME DEPOT	2,437.09
02/16/2023	INFOSEND INC	5,049.12
02/16/2023	JHM SUPPLY INC	538.70
02/16/2023	JONES RICHARD D. A PROF LAW CORP	17,252.50
02/16/2023	KIDSGUIDE INC	495.00
02/16/2023	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
02/16/2023	LAKEWOOD. CITY WATER DEPT	443.58
02/16/2023	LIFTECH ELEVATOR SERVICES INC	426.00
02/16/2023	LONG BEACH CITY GAS & WATER DEPT	128.18
02/16/2023	LONG BEACH. CITY OF	267.26
02/16/2023	LOPEZ. ADRIANA	7,845.00
02/16/2023	LOS ANGELES CO ASSESSOR	6.00
02/16/2023	LOS ANGELES CO DIST ATTORNEY	24,674.58
02/16/2023	LOS ANGELES CO SHERIFFS DEPT	990,012.37
02/16/2023	LA COUNTY DEPT OF PUBLIC WORKS	4,584.35
02/16/2023	R AND I HOLDING INC	421.98
02/16/2023	MILLER DON & SONS	18.50
02/16/2023	MURRAY. KAREN L.	945.00
02/16/2023	NETWORK INNOVATION ASSOCIATES INC	3,060.00
02/16/2023	O'REILLY AUTOMOTIVE STORES INC	2,075.61
02/16/2023	OCEAN BLUE ENVIRONMENTAL SERVICES	7,538.03
02/16/2023	ODP BUSINESS SOLUTIONS. LLC	172.95
02/16/2023	PATHWAYS VOLUNTEER HOSPICE	708.33
02/16/2023	PLAYPOWER LT FARMINGTON INC	2,504.42
02/16/2023	LONG BEACH PUBLISHING CO	176.72
02/16/2023	ORDWAY CORPORATION	380.00
02/16/2023	PUN GROUP. THE LLP	17,650.00
02/16/2023	MARTINEZ-RADZIUK. SONYA	42.25
02/16/2023	BARRY SANDLER ENTERPRISES	226.24
02/16/2023	SOUTHERN COUNTIES OIL CO	3,111.55
02/16/2023	STEARNS CONRAD & SCHMIDT CONSLT ENG	5,375.00
02/16/2023	SIERRA INSTALLATIONS INC	15,180.00
02/16/2023	EPICENT LLC	2,400.00
02/16/2023	SOUTHERN CALIFORNIA EDISON CO	89,614.65
02/16/2023	SOUTHERN CALIFORNIA GAS CO	23,538.24
02/16/2023	SOUTHERN COUNTIES LUBRICANTS	1,286.56
02/16/2023	SOUTHWEST PATROL INC.	15,744.00
02/16/2023	SPICERS PAPER INC	820.10
02/16/2023	STANDARD INSURANCE CO UNIT 22	10,020.45
02/16/2023	SU CASA ENDING DOMESTIC VIOLENCE	416.67
02/16/2023	SULLY MILLER	513.06
02/16/2023	TGIS CATERING SVCS INC	633.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
02/16/2023	THURSTON ELEVATOR CONCEPTS. INC.	146.00
02/16/2023	U S BANK	0.72
02/16/2023	UNDERGROUND SERVICE ALERT	524.50
02/16/2023	CELLCO PARTNERSHIP	598.62
02/16/2023	WALTERS WHOLESALE ELECTRIC CO	58.03
02/16/2023	WATERLINE TECHNOLOGIES INC	2,990.79
02/16/2023	WAXIE ENTERPRISES INC	2,265.64
02/16/2023	WEST COAST SAND AND GRAVEL. INC.	1,657.01
02/16/2023	COMPREHENSIVE PRINT GROUP LLC	633.94
02/16/2023	WHITE HOUSE FLORIST INC	2,000.00
02/16/2023	WILD RIVERS WATERPARK IRVINE SPE LLC	870.00
02/16/2023	WILLDAN ASSOCIATES	58,519.78
02/16/2023	WORTHINGTON FORD	166.88
02/16/2023	WYNN. LAKYN	78.00
02/16/2023	AGUILAR. SAMANTHA	240.00
02/16/2023	ALEJANDREZ. VIRGINIA	100.00
02/16/2023	BARUA. RUMPA	515.08
02/16/2023	GUNDY. TERRI VAN	12.93
02/16/2023	HAAS. MIKAELA	72.00
02/16/2023	KNOX. MALISA	100.00
02/16/2023	NEAL. ANTOINETTE	250.00
02/16/2023	PALOMARES. ALFONSO	100.00
02/16/2023	SHEPHERD. GEORGIA	250.00
02/16/2023	SMITH. STEPHANIE	250.00
02/16/2023	VERBUM DEI HIGH SCHOOL	250.00
02/16/2023	VERBUM DEI HIGH SCHOOL	250.00
02/16/2023	CAL BOWL ENTERPRISES LLC	547.40
02/16/2023	NOBLE R.J. COMPANY	728,807.54
	Total:	2,965,170.07

**CITY OF LAKEWOOD
FUND SUMMARY 2/23/2023**

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	272,481.60
1020	CABLE TV	80.00
1025	AMERICAN RESCUE PLAN	8,289.25
1050	COMMUNITY FACILITY	620.32
1070	RETIREE BENEFITS	2,930.14
3070	PROPOSITION "C"	168.64
5020	CENTRAL STORES	1,406.12
5030	FLEET MAINTENANCE	3,418.94
7500	WATER UTILITY FUND	72,677.79
8030	TRUST DEPOSIT	1,093.80
		363,166.60

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/23/2023	AMAZON CAPITAL SERVICES. INC.	896.41
02/23/2023	ANDERSEN JEFFREY TODD	115.00
02/23/2023	CAL BLEND SOILS INC	176.39
02/23/2023	CALIF. STATE DISBURSEMENT UNIT	157.38
02/23/2023	CALIF STATE FRANCHISE TAX BOARD	86.75
02/23/2023	CANNON CORPORATION	17,355.25
02/23/2023	CINTAS CORPORATION	198.19
02/23/2023	DG INVESTMENT INTERMEDIATE HOLDINGS 2. INC	18,316.00
02/23/2023	FILE KEEPERS. LLC	22.90
02/23/2023	FREMONTIA HORTICULTURAL. INC	565.03
02/23/2023	GOLD COAST AWARDS INC	262.64
02/23/2023	GOLDEN STATE WATER COMPANY	2,973.42
02/23/2023	GONSALVES JOE A & SON	4,526.00
02/23/2023	HARPER & ASSOCIATES ENGINEERING. INC.	8,130.00
02/23/2023	HASS. BARBARA	1,131.00
02/23/2023	HOME DEPOT	1,581.91
02/23/2023	JHM SUPPLY INC	21.99
02/23/2023	JONES RICHARD D. A PROF LAW CORP	1,016.10
02/23/2023	KARTER. JANET	842.40
02/23/2023	LAKEWOOD ROTARY CLUB	28.00
02/23/2023	LAKEWOOD ROTARY CLUB	100.00
02/23/2023	LAKEWOOD ROTARY CLUB	40.00
02/23/2023	LAKEWOOD. CITY OF	300.00
02/23/2023	LAKEWOOD. CITY WATER DEPT	18,519.53
02/23/2023	LIEBERT CASSIDY WHITMORE	42.50
02/23/2023	LA COUNTY DEPT OF PUBLIC WORKS	8,197.58
02/23/2023	LA COUNTY DEPT OF PUBLIC WORKS	80,789.95
02/23/2023	MALLORY SAFETY AND SUPPLY LLC	1,813.32
02/23/2023	MAXWELL PLUMBING INC.	1,047.17
02/23/2023	MICHAEL BAKER INTERNATIONAL. INC.	8,330.00
02/23/2023	O'REILLY AUTOMOTIVE STORES INC	2,848.48
02/23/2023	ODP BUSINESS SOLUTIONS. LLC	709.49
02/23/2023	PHASE II SYSTEMS INC	2,930.14
02/23/2023	S & J SUPPLY CO	264.60
02/23/2023	S.T.E.A.M.	24,557.96
02/23/2023	SECTRAN SECURITY INC	204.54
02/23/2023	SIGNAL HILL AUTO ENTERPRISES INC.	395.27
02/23/2023	SITEONE LANDSCAPE SUPPLY. LLC	1,219.19
02/23/2023	SO CALIF SECURITY CENTERS INC	151.99
02/23/2023	SOUTHERN CALIFORNIA EDISON CO	79,102.61
02/23/2023	STANDARD INSURANCE CO UNIT 22	2,062.40
02/23/2023	STANLEY CONVERGENT SECURITY	28,414.92
02/23/2023	T2 SYSTEMS INC	95.00
02/23/2023	TGIS CATERING SVCS INC	616.82

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
02/23/2023	TUMBLE-N-KIDS. INC	227.50
02/23/2023	VERITIV OPERATING COMPANY	276.20
02/23/2023	WAXIE ENTERPRISES INC	327.99
02/23/2023	WECK ANALYTICAL ENVIRONMENTAL SERVICES I	952.00
02/23/2023	WESTERN EXTERMINATOR CO	70.25
02/23/2023	WESTERN WATER WORKS SUPPLY CO	12,359.04
02/23/2023	ZAMORA. SILVIE (WARD)	80.00
02/23/2023	CALIFORNIA STATE UNIVERSITY	250.00
02/23/2023	COIMAN. LISBETH	100.00
02/23/2023	HEIMANN. RENE	50.00
02/23/2023	JAVIER. ELMARIO	100.00
02/23/2023	MATOS. ISRAEL	50.00
02/23/2023	MILLAN. AGNES	250.00
02/23/2023	SHUBIN. VALERIE	100.00
02/23/2023	SUNRUN INSTALLATION SERVICES INC.	165.90
02/23/2023	TOTAL BUILDING CARE. INC.	26,401.50
02/23/2023	WHITE BROOKS. SHERRY	250.00
	Total:	363,166.60

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

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Community Safety Commission Recommendation – Disabled Person Parking

INTRODUCTION

The Community Safety Commission met on February 6 to consider various community safety matters that included the consideration of a request for a disabled person parking space at 5954 Camerino Street.

STATEMENT OF FACT

The Public Works Department received a request for a disabled person parking space at 5954 Camerino Street. The resident stated that she, her husband, and another family member are all disabled, and two of the disabled people drive. She stated that the house has a narrow, single car driveway, and only one vehicle can park in the driveway. She said street parking is limited in the evenings 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 February 6, 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 5954 Camerino Street.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ESTABLISHING DISABLED PERSON
DESIGNATED PARKING ON THE SOUTH SIDE OF
CAMERINO STREET 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 Camerino Street, beginning one hundred (100) feet northwest of the west curb line of the alley to the east of the residence, continuing northwest 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 Martha Moorman or Jennifer Muzquiz, physically disabled persons, occupy the house at 5954 Camerino Street.

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

ADOPTED AND APPROVED this 28th day of February, 2023.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Community Safety Commission Recommendation – Disabled Person Parking

INTRODUCTION

The Community Safety Commission met on February 6 to consider various community safety matters that included the consideration of a request for a disabled person parking space at 5535 Gondar Avenue.

STATEMENT OF FACT

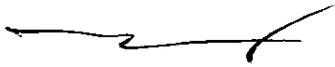
The Public Works Department received a request for a disabled person parking space at 5535 Gondar Avenue. The resident stated that he and his wife are both disabled, and they both drive. He stated that the house has a narrow, single car driveway, and either he or his wife can park in the driveway. By the time they are both home from work in the evenings, there is not always parking available in front of their home. He stated that street parking is limited in the evenings and on weekends. There are two vehicles and two disabled drivers at the address. Staff observed the location, checked the placard numbers, and recommended installation of a space.

The Community Safety Commission, at their regular meeting on February 6, 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 5535 Gondar Avenue.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ESTABLISHING DISABLED PERSON
DESIGNATED PARKING ON THE WEST SIDE OF GONDAR
AVENUE 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 west side of Gondar Avenue, beginning one hundred five (105) feet south of the south curb line of Wolfe Street, continuing south 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 Rod Cross or Sandra Cross, physically disabled persons, occupy the house at 5535 Gondar Avenue.

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

ADOPTED AND APPROVED this 28th day of February, 2023.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Community Safety Commission Recommendation – Removal of Disabled Person Parking

INTRODUCTION

The Community Safety Commission met on February 6 to consider various community safety matters that included the consideration of requests to remove the disabled person parking spaces at 5812 Cardale Street, 2712 Yearling Street, and 6122 Oliva Avenue.

STATEMENT OF FACT

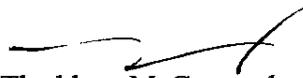
The Public Works Department received requests to remove disabled person parking spaces at 5812 Cardale Street, 2712 Yearling Street, and 6122 Oliva Avenue. The original residents for whom the spaces were installed no longer live at the locations. Staff observed the locations, confirmed that the original requestors no longer live there, and recommended removal of the spaces.

The Community Safety Commission, at their regular meeting on February 6, approved recommending removal.

RECOMMENDATION

The Community Safety Commission recommends that the City Council adopt the attached resolution authorizing removal of disabled person designated parking spaces at 5812 Cardale Street, 2712 Yearling Street, and 6122 Oliva Avenue.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RESCINDING RESOLUTIONS ESTABLISHING A PHYSICALLY HANDICAPPED PERSONS DESIGNATED PARKING SPACE WITHIN THE CITY OF LAKEWOOD

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

SECTION 1. Resolution No. 2021-53 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING DISABLED PERSON DESIGNATED PARKING SPACE ON THE SOUTH SIDE OF CARDALE STREET WITHIN THE CITY OF LAKEWOOD

is hereby rescinded.

SECTION 2. Resolution No. 2010-13 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING A PHYSICALLY HANDICAPPED PERSONS DESIGNATED PARKING SPACE ON THE SOUTH SIDE OF YEARLING STREET WITHIN THE CITY OF LAKEWOOD

is hereby rescinded.

SECTION 3. Resolution No. 2003-18 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING A PHYSICALLY HANDICAPPED PERSONS DESIGNATED PARKING SPACE ON THE EAST SIDE OF OLIVA AVENUE WITHIN THE CITY OF LAKEWOOD

is hereby rescinded.

SECTION 5. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

Resolution No. 2023-8
Page 2

ADOPTED AND APPROVED this 28th day of February, 2023.

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Finding and Determination of Need to Continue Emergency Action Regarding Repairs to Bolivar Park Stormwater Capture Building and Equipment

INTRODUCTION

At its September 13, 2022 meeting, the City Council adopted Resolution 2022-70 finding and determining that it was necessary to take emergency action due to the fact that the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision.

State law allows for necessary purchases and repairs to be made in a more expedited manner. The process was initiated via the adoption of the above resolution declaring an emergency and dispensing with the contracting requirements of the Public Contract Code (PCC).

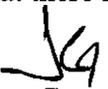
STATEMENT OF FACT

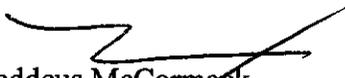
The emergency work is estimated to cost approximately \$300,000, with the City's property insurance policy covering the amount. Since the last meeting, staff has been working closely with contractors and engineers to define the scope of the needed repairs, review new warranty terms, and gathering construction and installation proposals. Staff has received quotes for several equipment components necessary to complete the repairs and are working with a structural engineer on design solutions for the building repair.

The PCC also requires that staff report to the City Council at its next meeting the actions taken to cure the emergency. Such a report and an accompanying resolution must be provided (and approved by the City Council, by four-fifths vote) through the period of time needed for completion of the needed repairs.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution as it finds and determines that there is a need to continue the action previously authorized by Resolution No. 2022-70.


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT

WHEREAS, on September 13, 2022, the City Council adopted Resolution No. 2022-70, finding and determining that it was necessary to take emergency action due to the fact that the Bolivar Park Stormwater Capture Building and Equipment were damaged as a result of a traffic collision; and

WHEREAS, the City has not completed the actions authorized by Resolution No. 2022-70;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Based on the evidence contained in the staff report submitted herewith, the City Council finds and determines that there is a need to continue the action authorized by Resolution No. 2022-70.

SECTION 2. The City Manager and his designees are hereby directed and authorized to implement the actions taken by the City Council to address this emergency.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 24TH DAY OF JANUARY, 2023.

Mayor

ATTEST:

City Clerk

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

CITY COUNCIL AGENDA

February 28, 2023

TO: Honorable Mayor and City Council

SUBJECT: Third 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 July 28, 2020, the City Council approved an Agreement for Professional Services for On-Call Services for Well and Booster Pump Maintenance with Bakersfield Well & Pump Company (BWPC). This Agreement was first amended on January 25, 2022 by the City Council increasing the appropriation of funds due to updated costs related to the pump and motor at Well 15. On June 14, 2022, the City Council approved a second amendment extending the agreement with BWPC until June 30, 2024 for an amount not to exceed \$175,000.00 for both FY 2022-2023 and FY 2023-2024.

BWPC, in conjunction with Water Resources staff, has identified 3 key areas within the Lakewood water system that require upgrades or rehabilitation. Well 18 pump removal, inspection and rehabilitation, as well as new pumps for both Boosters 4 and 5 are slated to be completed as part of BWPC's on-call agreement for FY 2022-2023. The completion of these projects identifies an estimated increase of \$60,000 in costs to this agreement and therefore staff recommends that the existing agreement be so amended. The City Council Water Resources Committee reviewed and supported staff recommendation at its meeting on February 21, 2023.

FISCAL IMPACT

Funds for this proposed increase are available in Operating Account 75008200-55380 (Maintenance/Operation) in an amount not to exceed \$235,000.00 in FY 2022-2023.

RECOMMENDATION

Staff recommends that the City Council:

1. Amend the Professional Services Agreement (PSA) to a total amount not to exceed \$235,000 for FY 2022-2023 with Bakersfield Well & Pump Co. of Bakersfield, CA for On-Call Services for Well and Booster Pump Maintenance; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.


Derek Nguyen, Ph.D., P.E.
Water Resources Director


Thaddeus McCormack
City Manager

**THIRD AMENDMENT TO AGREEMENT
FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE**

THIS THIRD AMENDMENT, to Agreement is made and entered into on February 28, 2023, 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 July 28, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER anticipate additional costs related to the on-call services for well and booster pump maintenance;

NOW, THEREFORE, it is hereby agreed by and between the parties that:

COMPENSATION FOR SERVICES. CITY agrees to pay to SERVICE PROVIDER a sum not to exceed \$235,000.00 for FY 2023.

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

Mayor

SERVICE PROVIDER

Bakersfield Well & Pump Co.

Assigned to the Director of Water Resources

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

CITY COUNCIL AGENDA

February 28, 2023

TO: Honorable Mayor and City Council

SUBJECT: Approval of Professional Services Agreement with Environmental Systems Research Institute, Inc. to Perform ArcGIS Solutions Consulting Support for Lead Service Line Inventory

INTRODUCTION

On January 15, 2021, the United States Environmental Protection Agency (U.S. EPA) issued revisions to the federal Lead and Copper Rule (LCR). U.S. EPA's new Lead and Copper Rule Revisions (LCRR) are designed to strengthen the LCR to better protect communities and children in elementary schools from the impacts of potential lead exposure. Over the next three years, the LCRR will require community water systems (CWSs) and non-transient non-community water systems (NTNCs) to conduct an inventory of service lines and determine the material of those liens and fittings.

STATEMENT OF FACT

In order to be in full compliance with these new Lead and Copper Rule Revisions, the City of Lakewood must develop an inventory to identify service line materials that are connected to the public water distribution systems by October 16, 2024. This inventory must include all service lines connected to the city's water system distribution system, regardless of ownership status.

The LCRR defines a lead service line as "*Lead service line means a portion of pipe that is made of lead, which connects the water main to the building inlet.*" and defines galvanized requiring replacement as "*...where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a Lead Status Unknown service line.*". Non-lead service lines are "*...those lines that are determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement.*"

The State Water Resources Control Board's Division of Drinking Water (DDW) has developed a template that contains the minimum amount of information required for a water system to comply with the LCRR, which all water systems must make available upon request for each service. Each water system must maintain the inventory information and be prepared to provide it to DDW during sanitary surveys or audits of the LCRR program. Furthermore, water systems must make their service line inventory that includes a location identifier or specific address for any lead line or galvanized line that requires replacement publicly available. Water systems that serve more than 50,000 people (which includes Lakewood) must post their inventory online and must include instructions in their Consumer Confidence Reports on how to access this inventory. When a water system has no lead, galvanized requiring replacement (GRR) or lead status unknown service lines in its inventory, it may meet LCRR public availability requirements by providing a written statement in lieu of publishing inventory.

The Department of Water Resources (DWR) has mapped the vast majority of the city's service lines through the Fulcrum application (implemented during the implementation of the FATHOM system in 2018) which provides the DWR with an existing database that can be manipulated to meet the U.S. EPA requirements for the LCRR. Staff has identified the need to configure this existing inventory into the prescribed format as well as creating accurate GIS mapping in order to create a stand-alone inventory database in compliance with the LCRR.

Staff received a proposal from Environmental Systems Research Institute, Inc. in an amount not to exceed \$18,958 to perform consulting services related to the data migration from the Fulcrum database as well as the development of the stand-alone inventory database to meet the public availability requirement of the LCRR. The City Council Water Resources Committee reviewed and supported staff recommendation at its meeting on February 21, 2023.

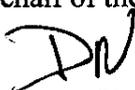
FISCAL IMPACT

The City's Water Fund has adequate reserve to cover this appropriation for FY 2022-23 into account 75008000 51000 (Contractual Services).

RECOMMENDATION

Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Environmental Systems Research Institute, Inc. for a not-to-exceed amount of \$18,958 to perform ArcGIS Solutions Consulting Support for Lead Service Line Inventory;
2. Appropriate \$18,958 of Water Reserve Funds and authorize the Mayor to execute agreement on behalf of the City


Derek Nguyen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

This Professional Services Agreement (“Agreement”) is made and effective as of February 28, 2023 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Environmental Systems Research Institute, a California corporation (“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, 2023, and may be renewed by City with the concurrence of Contractor for any successive one or two-year term, 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 \$18,958.
- 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

- C. writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- D. 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 giving at least thirty (30) days prior written notice to Contractor. 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, CA 90712
Attention: Director of Water Resources

To Consultant: Environmental Systems Research Institute, Inc
380 New York St.
Redlands, CA 92373-8100
Attention: Christopher Helm

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 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.

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

AN ESRI
PROPOSAL

February 8, 2023

ArcGIS Solutions Consulting Support for Lead Service Line Inventory

Prepared for:

Michael Santillan / Derwin Dy
City of Lakewood
5050 N Clark Ave
Lakewood, CA 90712

Esri Quote Number: P014702

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com



Introduction:

The City of Lakewood, CA (City) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services for the Lead Service Line Inventory ArcGIS Solution. The quote below describes the scope of services, schedule, pricing, terms, and conditions, and purchasing instructions.

Scope of Services:

Esri will provide remote technical consulting services to assist the City with deploying and configuring the [Lead Service Line Inventory](#) solution in ArcGIS Online to help meet EPA rules, and to communicate effectively with management and their customers the status of potential lead in their service area. The work is envisioned to be separated into separate phases:

- Phase 1: Data Preparation Support
- Phase 2: Lead Solution Deployment and Configuration Support

Activity 1 Data Preparation Support

Esri will provide up to 18 hours of remote technical consulting support in loading the City provided Microsoft Excel files (export from Fulcrum application) into Lead Services Solution template schema. It is anticipated that consulting services will include the following to load excel file data into solution schema:

- Review existing data excel file data.
- Create service point location data (point geometries) using excel file X and Y coordinates.
- Prepare source to target mapping.
- Perform data loading (source to target solution schema, file geodatabase format). Photos not included in data loading.
- Post migration data updates (automated bulk field calculation using attribute rule provided by the City, if applicable).
- Review results with City GIS team.

This activity will be supported remotely from Esri's offices. The Esri consultant(s) will work with direction from the City's technical staff and management.



Prior to start of phase 2 below, please make sure the following requirements are met: ArcGIS Online organization, ArcGIS Pro 3.0 or later (Basic, Standard, or Advanced), ArcGIS Field Maps, ArcGIS Survey123 Connect.

Activity 2 Lead Solution Deployment and Configuration Support

Esri will provide up to 46 hours of remote technical consulting support during the deployment and configuration of the [Lead Service Line Inventory](#) solution in the City's ArcGIS Online organization. It is anticipated that consulting services will include the following topics:

- Solution deployment in ArcGIS Online which will stage the necessary hosted feature services, maps, and applications for the Lead Inventory Solution.
- Review of delivered solution data (file geodatabase) and updating (loading) of file geodatabase data into hosted service line feature service.
- Review and configuration of the following solution components (information products) with minor modifications:
 - *Lead Service Line Inventory* - an ArcGIS Pro project used by an editor to perform advanced service line editing.
 - Minimum ArcGIS Online user type needed: GIS Professional (Basic, Standard, Advanced).
 - *Lead Service Line Viewer* - an ArcGIS Web AppBuilder app used by office staff to view lead service line information.
 - Minimum ArcGIS Online user type needed: Viewer.
 - *Lead Service Line Replacement Manager* - an ArcGIS Web AppBuilder app used by a manager to view the status of lead service mitigation activities.
 - Minimum ArcGIS Online user type needed: Editor
 - *Lead Service Line Editor* - an ArcGIS Web AppBuilder app used by an editor to update lead service line data.
 - Minimum ArcGIS Online user type needed: Editor
 - *Lead Service Line Public Viewer* - a map embedded in the ArcGIS Hub site used by the public to view lead service line information in the community.
 - Minimum ArcGIS Online user type needed: Viewer.
 - *Lead Service Line Field Map* - an ArcGIS Field Maps map used by a mobile worker to add lead service line data.
 - Minimum ArcGIS Online user type needed: Mobile Worker.
 - *Lead-Safe Community* - an ArcGIS Hub site used by the general public to view lead service line information.
 - Minimum ArcGIS Online user type needed: Not required

- *Lead Service Line Dashboard* - an ArcGIS Dashboards app used by office staff to view, and report lead service line status information.
 - Minimum ArcGIS Online user type needed: Viewer.
- *Service Line Self-Assessment Manager* - a Crowdsourcing Manager app used by a manager to review incoming water service line material surveys.
 - Minimum ArcGIS Online user type needed: Editor.
- *Service Line Self-Assessment Dashboard* - an ArcGIS Dashboards app used by a manager to view water service line survey results.
 - Minimum ArcGIS Online user type needed: Viewer.
- *Water Service Line Material Survey* - an ArcGIS Survey123 form used by the public to report their water service line material.
 - Minimum ArcGIS Online user type needed: Not required

This activity will be supported remotely from Esri's offices. The Esri consultant(s) will work with direction from the City's technical staff and management.

Esri Responsibilities

- Provide up to 64 hours of consulting services as described above.

City Responsibilities

- Communicate consulting needs and priorities to the Esri consultant(s).
- Provide the appropriate City staff members to work with the Esri consultant(s).
- Provide the Esri consultant(s) with access to the City's data and system environment, as necessary.

Assumptions

- Pricing assumes all consulting services will be provided remotely from Esri's offices during Esri's normal business hours and no travel will be required of the Esri consultant(s).
- Remote support will be provided during the standard Esri working hours of Monday-Friday, 9 AM-5 PM Pacific Standard Time.
- Remote support will be conducted via email, telephone, and webcast
- Esri will not be responsible for data clean-up, if needed.
- Esri will not create any new data or perform manual data edits as part of this scope of work.
- The Fulcrum excel files will have same structure as the ones provided to Esri during the creation of this proposal.

- The photos and photo links from Fulcrum exported excel files will not be migrated over to Lead Services Solution schema.
- Consulting support is limited to Esri commercial-off-the-shelf (COTS) software and will not include any non-Esri-based systems.
- Consulting support will include deploying the COTS ArcGIS Solution and will not include customization.
- More information about the Lead Service Line Inventory solution can be found at [Introduction to Lead Service Line Inventory—ArcGIS Solutions | Documentation](#)

Schedule:

The schedule will be mutually agreed upon between the City and Esri within 10 days after contract award with anticipated end date of December 31, 2023.

Pricing:

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation time, have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is **\$18,958**.

This price is exclusive of any applicable federal, state and/or local taxes for which Esri may collect and the City shall remain responsible.

Esri anticipates using staff from the Technology Consultant/Engineer (S1) and Senior Technology Consultant/Engineer (S2) labor categories; however, depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill set and labor category.

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, the City will only be invoiced for the actual hours expended plus ODCs.
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, the City will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If the City chooses to stop work, Esri will do so without liability.
- Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by the City in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Invoices are to be paid within 30 days of receipt. This quote is valid for a period of 90 days from the submittal date above.

Terms and Conditions:

By purchasing these services, the customer agrees to the **Professional Services Agreement G363CT**, which will take precedence over any other terms and/or customer ordering documents. If not attached, the terms and conditions can be found at:

<https://www.esri.com/en-us/legal/terms/services>

Purchasing:

To order these services as quoted, please email the following items to Fred Souza at fsouza@esri.com or fax to (909) 798-2003.

1. Purchase Order:
 - o In the amount of the Total NTE Price above
 - o Referencing this Quote No. P014702, dated February 8, 2023
2. A copy of this quote.

Contact:

Fred Souza, PMP, GISP
Principal Consultant
Esri Professional Services
Dallas, Texas
909-369-6109
fsouza@esri.com
www.esri.com



TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2023

Hourly time and materials labor category descriptions and rates have been provided for each labor category for calendar year 2023. The hourly labor rates for services that are performed after 2023 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Technology Consultant/Engineer (S1)

Staff members in this labor category provide day-to-day technology consulting, troubleshooting, and engineering services on many aspects of project implementation. These projects include COTS software configuration, custom software development, database consulting, training development and delivery, technical documentation, and other technology consulting and engineering services. Individuals in this category have specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Senior Technology Consultant/Engineer (S2)

Staff members in this labor category provide strategic technology consulting and engineering services across project implementation. These staff may provide technical leadership services, architecture and design services, as well as training development and delivery for small to moderately complex solutions. Individuals in this category have higher-level specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

Principal Technology Consultant/Engineer (S3)

Staff members in this labor category work as technical leads and/or senior technical advisers, providing technology vision, solution architecture, and strategic technology consulting for projects of all sizes and scopes. These staff may provide strategic technology design & planning, oversight of technical implementation activities, solution architecture and database design, system integration, and other technology training, consulting, and engineering services. Individuals in this category have advanced, diverse, and specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of complex assignments. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support a successful project completion.

Consultant/Project Manager (M1)

Staff members in this labor category provide day-to-day consulting for and management of many aspects of GIS and related technology projects. The scope of these projects may include database development and administration, training, technical support, business process design and development, definition of work plans, project management of technical and contractual deliverables, and ad hoc consulting. For complex projects, these individuals may team with senior staff to develop comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Senior Consultant/Project Manager (M2)

Staff members in this labor category provide strategic consulting and management services for complex GIS and related technology projects. These staff members have market/application domain expertise with extensive experience in various technologies required to support the successful completion of a project. Consulting activities may include strategic planning, implementation of change management methodologies and system integration, and training, as well as project management oversight of project deliverables and subcontractors. These individuals may also design comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

Principal Consultant/Program Manager (M3)

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and related technology projects. Consulting activities may include strategic planning, oversight of requirements definitions, application and database design, system integration, curriculum development and help desk system architecture. Management activities may include providing oversight on defining program requirements and objectives, establishing budgets and schedules, as well as allocating staff and other resourcing activities.

Technology Support Specialist (DB)

Staff members in this labor category work in professional entry-level roles to support definable activities of larger technology projects. Working with technical and management leads and mentors, these staff provide support to technology projects as assigned.

Current Rates by Labor Category

Labor Category	2023
Technology Consultant/Engineer (S1)	\$274
Senior Technology Consultant/Engineer (S2)	\$353
Principal Technology Consultant/Engineer (S3)	\$434
Consultant/Project Manager (M1)	\$331
Senior Consultant/Project Manager (M2)	\$417
Principal Consultant/Program Manager (M3)	\$551
Technology Support Specialist (DB)	\$229

Copyright © 2023 Esri
All rights reserved.
Printed in the United States of America.

Notice of Proprietary Information:

The information in the attached document is proprietary to Esri and contains commercial or financial information or trade secrets that are confidential and exempt from disclosure to the public under the Freedom of Information Act. This information shall not be disclosed outside of Customer's organization (except for consultants under a confidentiality obligation who are involved in the proposal evaluation process) without Esri's prior permission, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Esri as a result of this information, the Customer shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction.

Esri, the Esri globe logo, ArcGIS, esri.com, and other Esri marks used in this document are trademarks, service marks, or registered marks of Esri in the United States, the European Community, or certain other jurisdictions. Other companies and products or services mentioned herein may be trademarks, service marks, or registered marks of their respective mark owners.

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.

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

CITY COUNCIL AGENDA

February 28, 2023

TO: Honorable Mayor and City Council

SUBJECT: Approval of Professional Services Agreement with Tetra Tech, Inc. to Provide Professional Engineering Services for Multiple-Year Water Main Replacement Projects

INTRODUCTION

Continuing the replacement of aging water mains is an important part of maintaining our water system infrastructure and will be a focus of Department of Water Resources Capital Improvement Projects in the near future.

STATEMENT OF FACT

On June 11, 2019, the City Council extended a contract with Tetra Tech, Inc. for Engineering Service for Multiple Year Water Main Replacement Projects to June 30, 2020.

In May 2019, Tetra Tech, Inc. submitted the 100% Plans for five (5) water main replacement projects as part of the above referenced contract. During the City's review period, it was decided that all five projects were to be placed on an indefinite hold until further notice. In January 2023, staff requested that Tetra Tech, Inc. complete one of the projects (FY 20 WM Replacements). As the pre-existing contract with Tetra Tech, Inc. has now expired, a new agreement will need to be approved and the requested modifications and the work effort required to finalize it agreed upon.

As time has passed since the original 100% plans for the FY 20 WM Replacements were drawn, Tetra Tech, Inc. and staff will meet to discuss any modifications to the original plans, the scope of work for this project, and will conduct site visits to incorporate any changes in the existing conditions in the proposed replacement area. Tetra Tech, Inc. will also provide project management services, construction cost estimate modifications, bidding assistance, engineering support services, and as built/record drawings. The City Council Water Resources Committee reviewed and supported staff recommendation at its meeting on February 21, 2023.

FISCAL IMPACT

The City's Water Fund has adequate reserve to cover this appropriation for FY 2022-23 into account 75009923 58871 50033 (Architectural/Engineering-Water Main Replacement).

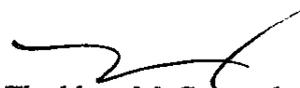
RECOMMENDATION

Staff recommends that the City Council City Council:

1. Approve a Professional Services Agreement with Tetra Tech Inc. for a not-to-exceed amount of \$19,600 to Provide Professional Engineering Services for Multiple-Year Water Main Replacement Projects;
2. Appropriate \$19,600 of Water Reserve Funds and authorize the Mayor to execute agreement on behalf of the City



Derek Nguyen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH TETRA TECH, INC.**

This Professional Services Agreement (“Agreement”) is made and effective as of February 28, 2023 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Tetra Tech, Inc., a California corporation (“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, 2023, and may be renewed by City with the concurrence of Contractor for any successive one or two-year term, 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 \$19,600.
- 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

- C. writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- D. 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 giving at least thirty (30) days prior written notice to Contractor. 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, CA 90712
Attention: Director of Water Resources

To Consultant: Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614-5227
Attention: Tom Epperson, PE

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 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.

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



February 1, 2023

Michael Santillan
Water Operations Field Manager
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Reference: Proposal to Provide Professional Engineering Services for Multiple Year Water Main Replacement Projects (FY20 WM Replacements)

Dear Mr. Santillan,

In May 2019, Tetra Tech submitted the 100% Plans for five (5) water main replacement projects as part of the above referenced overall contract. During the City's review period, it was decided that all five projects were to be placed on hold until further notice. In January 2023, the City requested that Tetra Tech complete one of the projects (FY20 WM Replacements). The original contract dated October 22, 2013, has been closed. The newly requested modifications to one of the projects and the work effort required to finalize it will be issued under a new contract for which the scope of work is as follows.

SCOPE OF WORK

Item No. 1: Project Management

At the commencement of the project, Tetra Tech will hold a "kickoff" meeting with City staff to discuss the scope and parameters necessary to complete the work. During the design phase, Tetra Tech will attend another meeting with the City to review comments. We have assumed each meeting will be one (1) hour and will be conducted in person.

Tetra Tech will coordinate efforts of the Project, monitor schedules and budgets, and administer the Contract with the City. We will prepare monthly invoices and invoice summaries.

Item No. 2: Plan Modifications

We will make the following modifications to the 100% plans for the FY20 WM Replacements:

- Perform a site visit to update the base map and incorporate any changes in the existing conditions. This will be ascertained from visible surface features, trench scars, or USA markings. We have assumed four (4) hours.
- Delete six (6) sheets (C-104, C-105, C-106, C-505, C-510, C-511) from the original plan set.
- Modify Sheet C-101: delete pipeline design north of Hardwick St. on Levelside Ave., Klondike Ave., Bixler Ave. and Downey Frontage Road; and add connections to existing pipe on Levelside Ave., Klondike Ave., and Bixler Ave.
- Add new detail sheet with three (3) connection details.
- Modify construction notes.
- Modify Title Sheet.

Currently, utility research is not included in this scope of work. However, if the existing conditions have changed and it is found that new utilities have been installed, then a complete utility research will be required to complete the plan modifications. If this is necessary, Tetra Tech will request a change order for the work effort, including utility research and updating the base map.

Item No. 3: Specification Modifications

We will update the 100% specifications. This work will include modifications to the bid schedule and the overall project description.

Item No. 4: Construction Cost Estimate Modifications

We will update the 100% construction cost estimate.

Item No. 5: Bidding Assistance Through Contract Award

We have assumed that we will prepare one (1) addendum.

Item No. 6: Engineering Support Services

- Tetra Tech will answer all RFCs/RFIs during the construction phase (two RFCs/RFIs).
- Tetra Tech will review the Contractor's shop drawing submittals (10 submittals). It is assumed one half of the shop drawings will require a second review.

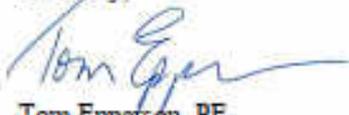
Item No. 7: As Built/Record Drawings

Tetra Tech will prepare record drawings with cloud revisions. We have budgeted for one review of the record drawings. Tetra Tech will address any minor comments and then submit the final drawings to the City on bond and in digital format. Tetra Tech will provide AutoCAD "DWG" Release 2018 or newer format of the project plans with the as-built conditions inserted into the drawings.

We propose to complete the scope of work, within the stated schedule, for a Time and Materials Not-to-Exceed fee of \$19,600. A complete breakdown of man-hours and fee is provided in this proposal. Our hourly rate schedule is included as Exhibit A 2023.

We look forward to your positive response to our proposal to provide professional engineering services. Should you require additional information or have any questions, please feel free to contact me at 949/809-5156 or via email at tom.epperson@tetratech.com.

Sincerely,



Tom Epperson, PE
Vice President

TLE/EI

Attachments

M:\Marketing\Proposals\FY 2023\Lakewood - FY20 Water Main Replacements



**Exhibit A
2023**

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management		Construction	
Project Manager 1	\$220.00	Construction Project Rep 1	\$80.00
Project Manager 2	\$260.00	Construction Project Rep 2	\$90.00
Sr Project Manager	\$305.00	Sr Constr Project Rep 1	\$110.00
Program Manager	\$340.00	Sr Constr Project Rep 2	\$120.00
Principal in Charge	\$340.00	Construction Manager 1	\$170.00
		Construction Manager 2	\$190.00
		Construction Director	\$235.00
Engineers		General & Administrative	
Engineering Technician	\$90.00	Project Assistant 1	\$67.00
Engineer 1	\$115.00	Project Assistant 2	\$75.00
Engineer 2	\$115.00	Project Administrator	\$95.00
Engineer 3	\$130.00	Sr Project Administrator	\$120.00
Project Engineer 1	\$150.00	Graphic Artist	\$130.00
Project Coordinator	\$175.00	Technical Writer 1	\$97.00
Project Engineer 2	\$165.00	Technical Writer 2	\$124.00
Sr Engineer 1	\$175.00	Sr Technical Writer	\$155.00
Sr Engineer 2	\$185.00		
Sr Engineer 3	\$210.00		
Principal Engineer	\$300.00		
		Information Technology	
Planners		Systems Analyst / Programmer 1	\$77.00
Planner 1	\$104.00	Systems Analyst / Programmer 2	\$115.00
Planner 2	\$115.00	Sr Sys Analyst / Programmer 1	\$130.00
Sr Planner 1	\$125.00	Sr Systems Analyst / Programmer 2	\$196.00
Sr Planner 2	\$151.00		
Sr Planner 3	\$175.00		
		Project Accounting	
Designers & Technicians		Project Analyst 1	\$90.00
CAD Technician 1	\$65.00	Project Analyst 2	\$114.00
CAD Technician 2	\$75.00	Sr Project Analyst	\$155.00
CAD Technician 3	\$90.00		
CAD Designer	\$105.00	Reimbursable In-House Costs:	
Sr CAD Designer 1	\$125.00	Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
Sr CAD Designer 2	\$150.00	Photo Copies (B&W 11"x17")	\$ 0.40/Each
CAD Director	\$155.00	Color Copies (up to 8.5"x11")	\$ 2.00/Each
Survey Tech 1	\$50.00	Color Copies (to 11"x17")	\$ 3.00/Each
		Compact Discs	\$10/each
		Large format copies	\$0.40 S.F.
Health & Safety		Mileage-Company Vehicle	\$0.80/mile
H&S Administrator	\$95.00	Mileage-POV	\$0.55/mile*
Sr H&S Administrator	\$115.00		
H&S Manager	\$145.00		

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 15%.

NOTE: Rates subject to change annually.

Exhibit A - 2023.xlsx

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.

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

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for 2023 Civic Center Block Party Attractions and Games

INTRODUCTION

The City of Lakewood will host the Civic Center Block Party on Saturday, June 24, 2023. Attractions and games will be open from 4 to 9 p.m., with tickets sales concluding at 8 p.m.

STATEMENT OF FACT

The Civic Center Block Party will return to Lakewood on Saturday, June 24, 2023. The event will offer live entertainment, a Family Fun Zone, food booths and trucks, Shop Lakewood promotional booths and a fireworks show.

Elite Special Events will provide 15 inflatable attractions and six game booths for the event. Tickets will be sold on site at the event. Wristbands providing unlimited use of the attractions and games will be sold for \$40, a family pack of 25 tickets for \$20, and individual tickets for \$1. Attractions and games take 2-4 tickets, depending on the attraction or game.

Staff has worked closely with Elite Special Events to provide attractions and games at past events. The contractor has proven to be trusted, reliable, and provides safe attractions for this and other events in Los Angeles and Orange Counties. The contractor shall pay the city 20% of gross receipts from the event and the city shall incur no out of pocket expenses.

RECOMMENDATION

Authorize the mayor and the city clerk to execute the Agreement for the 2023 Civic Center Block Party attractions and games with Elite Special Events subject to approval as to legal form by the city attorney.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
AGREEMENT FOR
2023 CIVIC CENTER BLOCK PARTY ATTRACTIONS AND GAMES**

This Agreement made and entered into this 28th day of February 2023, by and between CITY OF LAKEWOOD, a municipal corporation (“City”), and ELITE SPECIAL EVENTS, a corporation (“Contractor”).

WITNESSETH

WHEREAS, City has approved and scheduled the Civic Center Block Party; and

WHEREAS, City desires to provide family entertainment and amusements as part of the Civic Center Block Party; and

WHEREAS, Contractor represents that it has the equipment, supplies and technical personnel to provide said family entertainment and amusements; and

WHEREAS, Contractor is desirous of providing said family entertainment and amusements;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and Agreements of each of the parties as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to provide at its own cost and expense:
 - A. Family entertainment and amusements as listed in Exhibit A with the understanding that Contractor may at its request substitute amusements not listed, provided City approval in writing is received for said substitution.
 - B. All necessary personnel, equipment and supplies for this Agreement event including, but not limited to two (2) management staff, set-up crew, various entertainment attractions, generators, and cleanup crew.
 - C. Appropriate and clean uniforms for all Contractor’s employees.
2. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services in meeting its obligations under this Agreement. Generally, accepted standards shall include, but are not limited to, American Society for Testing and Materials (ASTM) F2374-10, Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices
3. **TIME OF PERFORMANCE.** Contractor agrees to provide said family entertainment and amusements to the public on Saturday, June 24, 2023 from 4:00 p.m. – 9:00 p.m. Contractor is to have attractions set-up and ready for inspection by 3 p.m. on Saturday, June 24, 2023. Contractor agrees to stop ticket sales at 8:00 p.m.
City reserves the right to change the time, place and manner of said event in any respect at

any time prior to thirty (30) days before June 24, 2023.

4. **SET-UP/BREAKDOWN TIME.** City agrees to allow Contractor a period of six hours prior to the event for set-up. City agrees to allow Contractor a period of one and a half hours for breakdown at the conclusion of the event.
5. **COMPENSATION FOR SERVICES.** As compensation for being allowed to operate said family entertainment and amusements, Contractor shall give the City of Lakewood 20% of all proceeds from event and City shall incur no out of pocket expenses.
6. **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 thirty (30) days prior written notice or should it be event date. Contractor agrees to abide by all regulations set forth by the Los Angeles County Department of Public Health to prevent the spread of COVID-19.
7. **INDEPENDENT CONTRACTOR.** Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner or capacity officers, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
8. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this Agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.
9. **LIABILITIES AND INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless City, and its officers employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of City indemnitees. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of Contractor:
 - A. Contractor shall provide a defense to City indemnitees or at City's option reimburse City indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and

- B. Contractor shall promptly pay any final judgment or portion thereof rendered against City indemnitees.

10. **INSURANCE.** Prior to the beginning of and throughout the duration of the placement of any inflatable devices or other equipment, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor 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 Contractor in excess of the minimum limits and coverage set forth in this Agreement and which is applicable to a given loss or claim shall be deemed by this Agreement to be applicable to City.

Contractor shall provide the following types and amounts of insurance:

- A. **General liability insurance.** Contractor 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.
- B. **Automobile liability 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 vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person and an endorsement from their carrier for business use.
- C. **Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

11. **ADDITIONAL INSURANCE PROVISIONS AND REQUIREMENTS**

- A. **Proof of insurance.** Contractor shall provide certificates of insurance to 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. **Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or sub consultants.
- C. **Primary/Noncontributing.** 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.
- D. **City's Non-compliance.** City's non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this section 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. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.\
- F. **Notice of cancellation.** Contractor agrees to oblige 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.
- G. **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- H. **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 City and approved of in writing.

- I. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor'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.
- J. **Pass through clause.** Contractor agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- K. **City's right to revise specifications.** City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- L. **Agency'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, 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 or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- M. **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 City's Risk Manager.
- N. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive 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. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

- O. **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 non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
 - P. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. 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 City.
 - Q. **Timely notice of claims.** Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
 - R. **Additional insurance.** Contractor 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 work.
12. **SUBCONTRACTING.** Contractor shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Contractor shall perform the services described in this Agreement.
13. **GENERAL RESPONSIBILITIES.** Contractor agrees that the development, presentation and maintenance of the Civic Center Block Party family entertainment and amusements shall be its sole responsibility. It is further agreed and understood, however, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of City when that officer has determined such termination is necessary for the public health, safety, convenience or welfare.
14. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of 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 City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
15. **ASSUMPTION OF RISK.** Contractor does hereby assume all risk to itself, its personnel,

subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, City Council, and all officers and employees thereof, from any liability therefor, or for contribution as a joint tortfeasor therefor.

16. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this Agreement, reasonable wear and tear excepted.
17. **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.
18. **LAWS, ORDINANCE, LICENSES AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City and Contractor shall obtain, at Contractor's cost, all necessary licenses, permits and approvals for said attractions. Contractor is exempt from obtaining a City business license for the Fest-of-All Community Special Event. 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.
19. **GOVERNING LAW.** City and Contractor 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 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, 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.
21. **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 hereunder.
22. **NOTICES.** Any written notice to the parties hereto shall be deposited in the United States

mail, postage prepaid, addressed as follows:

City Director of Recreation and Community Services
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

Contractor Ted Holcomb
Elite Special Events
11278 Los Alamitos Blvd. #101
Los Alamitos, CA 90720
(562) 799-7737

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

CITY OF LAKEWOOD

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

CONTRACTOR

City Attorney

By _____
Title

**EXHIBIT A
AMUSEMENTS AND GAMES TO BE PROVIDED
FOR LAKEWOOD'S CIVIC CENTER BLOCK PARTY**

Under the terms of this Agreement, Contractor's services will be retained by City. This Agreement is authorization for the Contractor to place inflatable amusement devices at specified locations in, on or about City owned park or other facility authorized for use by City.

LIST OF AMUSEMENTS AND GAMES FOR LAKEWOOD'S CIVIC CENTER BLOCK PARTY

1	Two (2) Inflatable Rock Walls
2	Two (2) Inflatable Slides
3	One (1) Obstacle Course
4	Three (3) Bouncers
5	One (1) Mechanical Bull
6	One (1) Jousting Competition
7	Six (6) Game Booths
8	One (1) Radar Speed Pitch
9	One (1) Batter Up Baseball
10	One (1) Bungee Trampoline
11	One (1) Laser Tag
12	One (1) Wrecking Ball
13	Ten (10) Generators
14	Eighteen (18) Attendants

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

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Contract for 2023 Civic Center Block Party Fireworks Display

INTRODUCTION

The Lakewood Civic Center Block Party (Block Party) is returning on Saturday, June 24, 2023 from 4 to 9 p.m. City staff representing all departments are planning the blockbuster event. This year's event will include familiar components from past years including the event finale, a spectacular fireworks display.

STATEMENT OF FACT

The annual Block Party will again feature live entertainment, food vendors, games booths and inflatable attractions, and culminate with a 15-minute professional aerial fireworks display which will launch from Lakewood Center in the Costco parking lot. The choreographed display is complemented with patriotic music for those in close proximity to the main entertainment stage and near the launch area adjacent to the Costco parking lot. Prime viewing areas will be Hardwick Street, as well as the Home Depot and Albertsons parking lots. Synchronized music will best be heard on Clark Avenue between Hardwick Street and The Centre Plaza.

Fireworks & Stage FX America has served as the city's pyrotechnic contractor since 2010 and has consistently provided a professional and safe fireworks display for the Lakewood community. The contractor has provided the city with a contract price of \$18,000 for a fireworks display. The contractor will provide the city with required insurances including commercial general liability, automobile and worker's compensation, the equipment and personnel necessary to produce the fireworks display and all required permits from state and local authorities including Los Angeles County Fire.

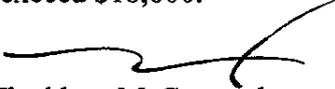
SUMMARY

The Civic Center Block Party, which attracts about 25,000 attendees, will showcase a 15-minute professional fireworks show as the event's finale. The contractor requires a 50% deposit prior to scheduling Lakewood's event for Saturday, June 24, 2023. The expense is funded in the FY23 budget.

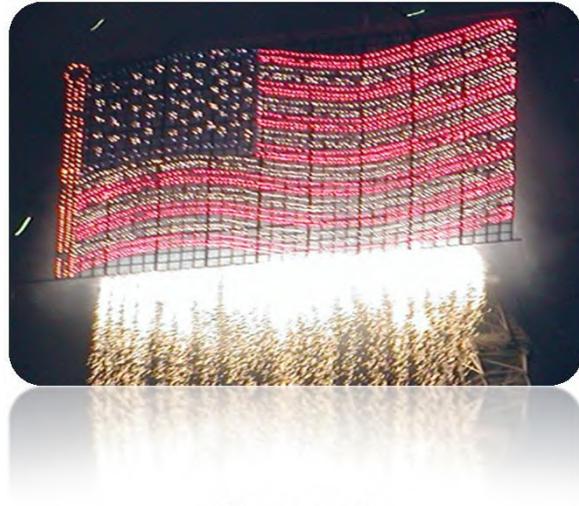
RECOMMENDATION

Staff recommends that the City Council approve the public fireworks display to be offered as a component of the Civic Center Block Party at Lakewood Center on Saturday, June 24, 2023 and authorize the City Manager to sign the contract with Fireworks & Stage FX America, LLC for the contracted services. Contract price not to exceed \$18,000.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

City of Lakewood



Presents

Celebrate Freedom A Fireworks Extravaganza June 24th, 2023

Produced by



"The Difference Is Quality"

City of Lakewood
Celebrate Freedom
June 24th, 2023

Opening Announcement

Program

A

Aerial Titanium Flash Salutes

3" 10

Color & Multi-Color Finale Shells

3" 10

Main Show

Color, Multi-Color, Flitter, Glitter,
Electric Color & Color Changing Shells

3" 220

Distinctive & Unique Aerial Shells

3" 160

Aerial Grand Finale

Program

A

Color/Multicolor Finale

3" 300

Totals

Program

A

Shells

3" 700

Total Shells **700**

Grand Totals **700**

Running Time in Minutes

15.0

Price

Program A **\$18,000.00**

Total Cost **\$18,000.00**



City of Lakewood
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of \$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance (Statute)
- 6) Sound Track
- 7) Choreography

City of Lakewood to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as listed below.
- 7) Suitable Restroom and Handwash facilities for the crew

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the minimum permit times.

Land Based Shows based require a minimum of 30 days to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of 60 days to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Continued

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.





PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
dba: Fireworks America
PO Box 488
Lakeside, CA 92040
619-938-8277
619-938-8273 Fax

- 1) This Contract, entered into this 1st day of February, 2023, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and CITY OF LAKEWOOD hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display(s) as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on June 24th, 2023, located at 500 Lakewood Center Mall, Lakewood, CA 90712. The time of the display is to be at: 9:10PM
- 3) BUYER agrees to pay FA the sum of: Eighteen Thousand Dollars and No Cents (\$18,000.00), per the following terms:
50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied. FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

- 6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.
- 7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.
- 8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.
- 9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.
- 10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.
- 11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.
- 12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.
- 13) FA agrees to provide insurance coverage of Six Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.
- 14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Buyer, at its expense, agrees to provide FA crews with suitable restroom and handwash facilities in the immediate area of the shooting/working location.

20) Other Considerations: BUYER Responsible for cleanup of the fall out area parking lot.

21) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 1st day of February, 2023.

Fireworks & Stage FX America, LLC.

City of Lakewood

By: Matt Biolchino

By: _____

Title: Area Manager

Title: _____

Signature: _____

Signature: _____

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

Reports

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Resolution proclaiming the termination of the Local Emergency caused by the novel coronavirus (COVID-19)

INTRODUCTION

On March 24, 2020, the City Council adopted a Resolution (Resolution No. 2020-5) proclaiming a Local Emergency due to Coronavirus (COVID-19) under California Government code Section 8630.

STATEMENT OF FACT

Resolution No. 2023-1 (and previous resolutions) extended the Local Emergency pursuant to the City Council reviewing the need for continuing the Local Emergency at least once every 60 days until the City Council terminates the Local Emergency, as required by California Government Code Section 8630. The Local Emergency remains in effect until the expiration of the State Declaration of Emergency.

On October 17, 2022, Governor Gavin Newsom announced that the COVID-19 State of Emergency would end on February 28, 2023 thereby necessitating the need to terminate the Local Emergency.

RECOMMENDATION

That the City Council adopt a Resolution proclaiming the termination of the Local Emergency caused by the novel coronavirus (COVID-19).

Paolo Beltran **PB**
Deputy City Manager


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY RELATING TO NOVEL CORONAVIRUS (COVID-19)

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

WHEREAS, California Government Code Section 8630, require the City Council to proclaim the termination of a local emergency at the earliest possible date that conditions warrant; and

WHEREAS, the City Council adopted Resolution No. 2020-5 on March 24, 2020, declaring that a local emergency, as defined in Government Code Section 8630 existed, and ratifying the declaration of the Director of Emergency Services of a local health emergency, all with respect to the threat of a Novel Coronavirus (COVID-19) epidemic;

WHEREAS, said resolution and subsequent resolutions that extended the local emergency state that the local emergency remain in effect until the expiration of the State Declaration of Emergency;

WHEREAS, pursuant to California Government Code Section 8630, the City Council desires to proclaim the termination of such local emergency;

NOW, THEREFORE, the City Council of the City of Lakewood resolves as follows:

Section 1. That the declarations of a local emergency as defined in Government Code Section 8630, relating to Novel Coronavirus (COVID-19) in the City of Lakewood established by Resolution No. 2020-5 are hereby terminated.

Section 2. Resolution No. 2020-5, and subsequent resolutions extending such Local Emergency, on the same terms and conditions, are hereby rescinded.

Section 3. This resolution shall take effect immediately upon its adoption by the City Council.

Section 4. The City Clerk shall certify the vote adopting this resolution.

ADOPTED AND APPROVED THIS 28TH DAY OF FEBRUARY, 2023.

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

February 28, 2023

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.

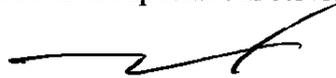
The tables attached to the proposed resolution have been adjusted to reflect an increase of 5.77 percent, based on the January-to-January CPI, to the amounts charged by EDCO for special bin service. The rates in the tables would be the maximum bin and special refuse rates that EDCO could charge, however, they are permitted to charge less. These rates will be effective July 1, 2022. EDCO will send notification to their commercial customers in their June billings.

Attached is the resolution, which implements these adjustments as listed in Appendix A.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution, which adjusts the maximum amounts that may be charged by the contractor for special bin services

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADJUSTING THE MAXIMUM FEES OR
CHARGES FOR BIN AND SPECIAL REFUSE SERVICE

WHEREAS, the City of Lakewood (the “City”) and B-Z Disposal company (the “Contractor”) did, on February 26, 2002, and on July 1, 2009 enter into an agreement for refuse collection; and

WHEREAS, the Agreement provides for an escalation rate to said maximum cap commencing July 1, 2009, and each fiscal year thereafter commencing on July 1, based on the January-to-January C.P.I. (Consumer Price Index), to be prepared by the Director of Administrative Services; and

WHEREAS, on June 10, 2003, the City Council approved the assignment of the Agreement for Solid Waste Collection from B-Z Disposal Services, Inc., to EDCO Waste Services, LLC, effective July 1, 2003.

NOW, THEREFORE, the City Council of the City of Lakewood does hereby resolve as follows:

SECTION 1. The Director of Administrative Services finds that the escalation rate is 5.77 percent.

SECTION 2. The fees or charges for bin and special service set forth in Appendix A, attached hereto, have been adjusted by the Director of Administrative Services based on the escalation rate. Said adjusted fees or charges shall be effective on July 1, 2023, and shall be the maximum fees or charges collected by the Contractor for special bin service.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective as of the 1st day of July, 2023.

ADOPTED AND APPROVED this 28th day of February, 2023.

Mayor

ATTEST:

City Clerk

Appendix A
BIN AND SPECIAL REFUSE SERVICE MAXIMUM RATE SCHEDULE
Effective July 1, 2023

Effective July 1, 2022

CPI Jan 2023 **5.77%**

Service	Maximum Fee		Service	Maximum Fee		7/1/2023 Increase	
						\$	%
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>			<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>				
1 Pickup Per Week, 3 yard bin	\$154.95	per month	1 Pickup Per Week, 3 yard bin	\$146.50	per month	\$8.45	5.77%
2 Pickup Per Week, 3 yard bin	\$242.32	per month	2 Pickup Per Week, 3 yard bin	\$229.10	per month	\$13.22	5.77%
3 Pickup Per Week, 3 yard bin	\$329.55	per month	3 Pickup Per Week, 3 yard bin	\$311.57	per month	\$17.98	5.77%
4 Pickup Per Week, 3 yard bin	\$416.74	per month	4 Pickup Per Week, 3 yard bin	\$394.01	per month	\$22.73	5.77%
5 Pickup Per Week, 3 yard bin	\$504.20	per month	5 Pickup Per Week, 3 yard bin	\$476.69	per month	\$27.51	5.77%
6 Pickup Per Week, 3 yard bin	\$591.59	per month	6 Pickup Per Week, 3 yard bin	\$559.32	per month	\$32.27	5.77%
Lock Lids	\$25.10	per month	Lock Lids	\$23.73	per month	\$1.37	5.77%
Automated Trash/Recycle Cart -1 x Week	\$60.13	per month	Automated Trash/Recycle Cart -1 x Week	\$56.85	per month	\$3.28	5.77%
Automated Trash/Recycle Cart -2 x Week	\$120.24	per month	Automated Trash/Recycle Cart -2 x Week	\$113.68	per month	\$6.56	5.77%
Extra Automated Trash or Recycle Cart	\$12.89	per cart per dump	Extra Automated Trash or Recycle Cart	\$12.19	per cart per dump	\$0.70	5.77%
Compactor Bins 1 x F/L	\$336.11		Compactor Bins 1 x F/L	\$317.77		\$18.34	5.77%
Compactor Bins 2 x F/L	\$525.72		Compactor Bins 2 x F/L	\$497.04		\$28.68	5.77%
Compactor Bins 3 x F/L	\$714.80		Compactor Bins 3 x F/L	\$675.81		\$38.99	5.77%
Compactor Bins 4 x F/L	\$903.92		Compactor Bins 4 x F/L	\$854.61		\$49.31	5.77%
Compactor Bins 5 x F/L	\$1,093.55		Compactor Bins 5 x F/L	\$1,033.89		\$59.66	5.77%
Compactor Bins 6 x F/L	\$1,283.12		Compactor Bins 6 x F/L	\$1,213.12		\$70.00	5.77%
Extra Pickups (Excluding Sundays)	\$75.19		Extra Pickups (Excluding Sundays)	\$71.09		\$4.10	5.77%
Sunday Pickups	\$110.92		Sunday Pickups	\$104.87		\$6.05	5.77%
Steam Clean Bins	\$83.73		Steam Clean Bins	\$79.16		\$4.57	5.77%
Roll Off Compactors	\$875.02		Roll Off Compactors	\$827.29		\$47.73	5.77%
Steam Clean Compactors	\$198.82		Steam Clean Compactors	\$187.97		\$10.85	5.77%
Bin Roll Out Service Over 50 Feet 1 x	\$33.48	per bin	Bin Roll Out Service Over 50 Feet 1 x	\$31.65	per bin	\$1.83	5.77%
Bin Roll Out Service Over 50 Feet 2 x	\$66.94	per bin	Bin Roll Out Service Over 50 Feet 2 x	\$63.29	per bin	\$3.65	5.77%
Bin Roll Out Service Over 50 Feet 3 x	\$100.46	per bin	Bin Roll Out Service Over 50 Feet 3 x	\$94.98	per bin	\$5.48	5.77%
Bin Roll Out Service Over 50 Feet 4 x	\$133.93	per bin	Bin Roll Out Service Over 50 Feet 4 x	\$126.62	per bin	\$7.31	5.77%
Bin Roll Out Service Over 50 Feet 5 x	\$167.41	per bin	Bin Roll Out Service Over 50 Feet 5 x	\$158.28	per bin	\$9.13	5.77%
Bin Roll Out Service Over 50 Feet 6 x	\$200.88	per bin	Bin Roll Out Service Over 50 Feet 6 x	\$189.92	per bin	\$10.96	5.77%
Scout Service 1x per week	\$38.37	per bin	Scout Service 1x per week	\$36.28	per bin	\$2.09	5.77%
Scout Service 2x per week	\$76.74	per bin	Scout Service 2x per week	\$72.55	per bin	\$4.19	5.77%
Scout Service 3x per week	\$115.12	per bin	Scout Service 3x per week	\$108.84	per bin	\$6.28	5.77%
Scout Service 4x per week	\$153.48	per bin	Scout Service 4x per week	\$145.11	per bin	\$8.37	5.77%
Scout Service 5x per week	\$191.88	per bin	Scout Service 5x per week	\$181.41	per bin	\$10.47	5.77%
Scout Service 6x per week	\$230.25	per bin	Scout Service 6x per week	\$217.69	per bin	\$12.56	5.77%
Bin Roll Off Containers (Recycling)	\$387.16	plus disposal fee	Bin Roll Off Containers (Recycling)	\$366.04	plus disposal fee	\$21.12	5.77%
Shared Bin Usage	\$5.75	per month	Shared Bin Usage	\$5.44	per month	\$0.31	5.77%
Roll-Off Container	\$617.33	per bin	Roll-Off Container	\$583.65	per bin	\$33.68	5.77%
3 Yard Recycling Bins 1x per week	\$56.70		3 Yard Recycling Bins 1x per week	\$53.61		\$3.09	5.77%
3 Yard Recycling Bins 2x per week	\$97.23		3 Yard Recycling Bins 2x per week	\$91.93		\$5.30	5.77%
3 Yard Recycling Bins 3x per week	\$137.75		3 Yard Recycling Bins 3x per week	\$130.24		\$7.51	5.77%
3 Yard Recycling Bins 4x per week	\$178.26		3 Yard Recycling Bins 4x per week	\$168.54		\$9.72	5.77%
3 Yard Recycling Bins 5x per week	\$209.11		3 Yard Recycling Bins 5x per week	\$197.70		\$11.41	5.77%
3 Yard House Bin – No dirt or concrete	\$136.03	per bin	3 Yard House Bin – No dirt or concrete	\$128.61	per bin	\$7.42	5.77%
1 Yard House Bin – Dirt and concrete	\$136.03	per bin	1 Yard House Bin – Dirt and concrete	\$128.61	per bin	\$7.42	5.77%
Automated Recycling Carts 1x per week	\$25.99		Automated Recycling Carts 1x per week	\$24.57		\$1.42	5.77%
Additional Carts 1x per week	\$8.53		Additional Carts 1x per week	\$8.06		\$0.47	5.77%
Automated Recycling Carts 2x per week	\$51.96		Automated Recycling Carts 2x per week	\$49.13		\$2.83	5.77%
Additional Carts 2x per week	\$17.07		Additional Carts 2x per week	\$16.14		\$0.93	5.77%
Bulky Item Pick-up (One Item)	\$16.97		Bulky Item Pick-up (One Item)	\$16.04		\$0.93	5.77%
Bulky Item Pick-up (2-4 additional items)	\$13.56	per item	Bulky Item Pick-up (2-4 additional items)	\$12.82	per item	\$0.74	5.77%

Appendix A (continued)
BIN AND SPECIAL REFUSE SERVICE MAXIMUM RATE SCHEDULE
Effective July 1, 2023

Effective July 1, 2022

Service <i>Organic Waste Receptacles</i>	Maximum Fee	
1 Pickup Per Week, 65gl Cart	\$90.09	per month
2 Pickup Per Week, 65gl Cart	\$180.20	per month
3 Pickup Per Week, 65gl Cart	\$270.30	per month
4 Pickup Per Week, 65gl Cart	\$360.39	per month
5 Pickup Per Week, 65gl Cart	\$450.50	per month
6 Pickup Per Week, 65gl Cart	\$540.59	per month
7 Pickup Per Week, 65gl Cart	\$630.69	per month
Extra Pickup, 65gl Cart	\$36.05	per month
1 Pickup Per Week, 96gl Cart	\$96.25	per month
2 Pickup Per Week, 96gl Cart	\$192.49	per month
3 Pickup Per Week, 96gl Cart	\$288.75	per month
4 Pickup Per Week, 96gl Cart	\$385.00	per month
5 Pickup Per Week, 96gl Cart	\$481.24	per month
6 Pickup Per Week, 96gl Cart	\$577.48	per month
7 Pickup Per Week, 96gl Cart	\$673.73	per month
Extra Pickup, 96gl Cart	\$38.50	per month
1 Pickup Per Week, 1 cu. Yard Bin	\$135.47	per month
2 Pickup Per Week, 1 cu. Yard Bin	\$264.57	per month
3 Pickup Per Week, 1 cu. Yard Bin	\$396.87	per month
4 Pickup Per Week, 1 cu. Yard Bin	\$529.16	per month
5 Pickup Per Week, 1 cu. Yard Bin	\$661.04	per month
6 Pickup Per Week, 1 cu. Yard Bin	\$793.74	per month
7 Pickup Per Week, 1 cu. Yard Bin	\$926.03	per month
Extra Pickup, 1 cu. Yard Bin	\$54.18	per month
1 Pickup Per Week, 2 cu. Yard Bin	\$154.67	per month
2 Pickup Per Week, 2 cu. Yard Bin	\$302.39	per month
3 Pickup Per Week, 2 cu. Yard Bin	\$453.58	per month
4 Pickup Per Week, 2 cu. Yard Bin	\$604.78	per month
5 Pickup Per Week, 2 cu. Yard Bin	\$755.95	per month
6 Pickup Per Week, 2 cu. Yard Bin	\$907.15	per month
7 Pickup Per Week, 2 cu. Yard Bin	\$1,058.35	per month
Extra Pickup, 2 cu. Yard Bin	\$61.86	per month
1 Pickup Per Week, 3 cu. Yard Bin	\$193.11	per month
2 Pickup Per Week, 3 cu. Yard Bin	\$378.61	per month
3 Pickup Per Week, 3 cu. Yard Bin	\$567.95	per month
4 Pickup Per Week, 3 cu. Yard Bin	\$757.26	per month
5 Pickup Per Week, 3 cu. Yard Bin	\$946.59	per month
6 Pickup Per Week, 3 cu. Yard Bin	\$1,135.91	per month
7 Pickup Per Week, 3 cu. Yard Bin	\$1,325.20	per month
Extra Pickup, 3 cu. Yard Bin	\$77.25	per month

Commencing July 1, 2019, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on the January-to-January C.P.I. The adjustment shall be prepared by the Director of Finance and Administrative Services.

Bad Check Fee: \$37.00

Service <i>Organic Waste Receptacles</i>	Maximum Fee			
1 Pickup Per Week, 65gl Cart	\$85.18	per month	\$4.91	5.77%
2 Pickup Per Week, 65gl Cart	\$170.37	per month	\$9.83	5.77%
3 Pickup Per Week, 65gl Cart	\$255.55	per month	\$14.75	5.77%
4 Pickup Per Week, 65gl Cart	\$340.73	per month	\$19.66	5.77%
5 Pickup Per Week, 65gl Cart	\$425.92	per month	\$24.58	5.77%
6 Pickup Per Week, 65gl Cart	\$511.10	per month	\$29.49	5.77%
7 Pickup Per Week, 65gl Cart	\$596.28	per month	\$34.41	5.77%
Extra Pickup, 65gl Cart	\$34.08	per month	\$1.97	5.77%
1 Pickup Per Week, 96gl Cart	\$91.00	per month	\$5.25	5.77%
2 Pickup Per Week, 96gl Cart	\$181.99	per month	\$10.50	5.77%
3 Pickup Per Week, 96gl Cart	\$273.00	per month	\$15.75	5.77%
4 Pickup Per Week, 96gl Cart	\$364.00	per month	\$21.00	5.77%
5 Pickup Per Week, 96gl Cart	\$454.99	per month	\$26.25	5.77%
6 Pickup Per Week, 96gl Cart	\$545.98	per month	\$31.50	5.77%
7 Pickup Per Week, 96gl Cart	\$636.98	per month	\$36.75	5.77%
Extra Pickup, 96gl Cart	\$36.40	per month	\$2.10	5.77%
1 Pickup Per Week, 1 cu. Yard Bin	\$128.08	per month	\$7.39	5.77%
2 Pickup Per Week, 1 cu. Yard Bin	\$250.14	per month	\$14.43	5.77%
3 Pickup Per Week, 1 cu. Yard Bin	\$375.22	per month	\$21.65	5.77%
4 Pickup Per Week, 1 cu. Yard Bin	\$500.29	per month	\$28.87	5.77%
5 Pickup Per Week, 1 cu. Yard Bin	\$624.98	per month	\$36.06	5.77%
6 Pickup Per Week, 1 cu. Yard Bin	\$750.44	per month	\$43.30	5.77%
7 Pickup Per Week, 1 cu. Yard Bin	\$875.51	per month	\$50.52	5.77%
Extra Pickup, 1 cu. Yard Bin	\$51.22	per month	\$2.96	5.77%
1 Pickup Per Week, 2 cu. Yard Bin	\$146.23	per month	\$8.44	5.77%
2 Pickup Per Week, 2 cu. Yard Bin	\$285.89	per month	\$16.50	5.77%
3 Pickup Per Week, 2 cu. Yard Bin	\$428.84	per month	\$24.74	5.77%
4 Pickup Per Week, 2 cu. Yard Bin	\$571.79	per month	\$32.99	5.77%
5 Pickup Per Week, 2 cu. Yard Bin	\$714.71	per month	\$41.24	5.77%
6 Pickup Per Week, 2 cu. Yard Bin	\$857.66	per month	\$49.49	5.77%
7 Pickup Per Week, 2 cu. Yard Bin	\$1,000.61	per month	\$57.74	5.77%
Extra Pickup, 2 cu. Yard Bin	\$58.49	per month	\$3.37	5.77%
1 Pickup Per Week, 3 cu. Yard Bin	\$182.58	per month	\$10.53	5.77%
2 Pickup Per Week, 3 cu. Yard Bin	\$357.96	per month	\$20.65	5.77%
3 Pickup Per Week, 3 cu. Yard Bin	\$536.97	per month	\$30.98	5.77%
4 Pickup Per Week, 3 cu. Yard Bin	\$715.95	per month	\$41.31	5.77%
5 Pickup Per Week, 3 cu. Yard Bin	\$894.95	per month	\$51.64	5.77%
6 Pickup Per Week, 3 cu. Yard Bin	\$1,073.94	per month	\$61.97	5.77%
7 Pickup Per Week, 3 cu. Yard Bin	\$1,252.91	per month	\$72.29	5.77%
Extra Pickup, 3 cu. Yard Bin	\$73.04	per month	\$4.21	5.77%

Commencing July 1, 2019, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on the January-to-January C.P.I. The adjustment shall be prepared by the Director of Finance and Administrative Services.

Bad Check Fee: \$37.00

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series All items in Los Angeles-Long Beach-Anaheim, CA, all

Title: urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base 1982-84=100

Period:

Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591														

Change 17.382

% 5.77%

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

COUNCIL AGENDA

February 28, 2023

TO: The Honorable Mayor and City Council

SUBJECT: 2023 Legislative Platform

INTRODUCTION

The City Council's Intergovernmental Relations Committee has completed its discussions, and thereby recommends the city's Legislative Platform for 2023. The Legislative Platform establishes the work program of the City Council's Intergovernmental Relations Committee and City staff for this year.

STATEMENT OF FACTS

The City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2023 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies, input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the City's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

2023 Legislative Platform
February 28, 2023
Page 2

RECOMMENDATION

That the City Council adopt the Legislative Platform for 2023.

Paolo Beltran **PB**
Deputy City Manager



Thaddeus McCormack
City Manager

Encl:
2023 Legislative Platform



2023 Legislative Platform

Purpose Statement

The Lakewood City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2023 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

Legislative Program

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies (see below), input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the city's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

Organizations whose legislative programs the City follows:

Federal

- American Planning Association
- American Public Works Association
- American Water Works Association
- International Council of Shopping Centers
- National Recreation and Parks Association

- National League of Cities
- National Association of Telecommunications Officers and Advisors (NATOA)
- U.S. Conference of Mayors

State

- Association of California Water Agencies
- California Association of Local Economic Development
- California Building Officials
- California Contract Cities Association (CCCA)
- California Municipal Revenue and Tax Association
- California Municipal Utilities Association
- California Park & Recreation Society
- CalCities

Regional

- Central Basin Water Association
- Coalition for Practical Regulation
- Gateway Cities Council of Governments (Gateway COG)
- Gateway Water Management Authority
- Los Angeles County Sheriff's Department
- Metropolitan Transportation Authority
- Southern California Chapter of NATOA
- Southeast Los Angeles Workforce Development Board
- Southeast Water Coalition
- Southern California Association of Governments
- California Joint Powers Insurance Authority
- Greater Los Angeles County Vector Control District

Program Goals and Strategies

Program Goals:

- I. Advocate the City's legislative interests at the Federal, State and County levels.
- II. Inform and share information with our Legislators, City Council and staff on the legislative process and key issues and legislation that could have a potential impact on the City.
- III. Serve as an active participant with other local governments, the League of California Cities, regional agencies such as CCCA, Gateway COG and other local professional organizations on legislative/regulatory issues that are important to the City and region.
- IV. Seek grant and funding assistance for City projects, services and programs to enhance infrastructure and services for the community.

Strategies:

- I. Communicate legislative positions on proposed Federal, State and County legislation, measures, initiatives and governmental regulations.
 - a. Work with City departments and legislative advocates to develop positions on proposed legislative measures.
 - b. City staff will review the positions and analysis done by the League of California Cities, legislative advocates' feedback, and other local government/professional associations in formulating the City's positions.
 - c. The City will take positions only on proposals that clearly impact the City or pose a threat to local control.
 - d. Actively track key bills through the legislative process, utilizing the City's advocacy services, various legislative websites and other government and professional associations.
 - e. Work cooperatively with other cities, associations and the League of California Cities on advocating the city's legislative positions.
 - f. As necessary, participate in the drafting and amending of proposed federal and state measures that have the potential to significantly impact the City.
 - g. Meet with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance and City projects, programs and services.
- II. Seek federal, state and county funding through earmarks, grants and other discretionary funding for City projects, services and programs.
 - a. Identify City projects for potential submittal for federal earmark consideration. Develop a submittal packet for legislators that provides funding need and project information.
 - b. Provide information to City departments on potential grant funding opportunities and recognition programs.
 - c. Advocate and request letters of support for grant applications that are being considered for federal, state and county funding.
- III. Share information with the City Council, staff and the community on legislative issues.
 - a. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.

- b. Provide updates on legislative issues to the Council and departments throughout the year.
- c. Educate the community in the City's advocacy efforts on legislative issues and funding requests.

2023 LEGISLATIVE PLATFORM

I. Local Control

1. Support the provision of municipal services through contracting.
2. Support legislation that preserves and enhances local control.
3. Oppose preemption of local authority whether by county, state or federal legislation or ballot measures.

II. Municipal Finance

4. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted or otherwise used to fund state government operations and responsibilities.
5. Support legislation that allows cities to collect their “fair share” of sales tax allocation on internet or other remote transactions.
6. Support legislation that reforms the local government financing structure to create long term stability for public services, facilities and future city growth.
7. Support continued funding for the items below:
 - a. Community Development Block Grant (CDBG) program
 - b. Community Oriented Policing Services (COPS) program
 - c. Justice Assistance Grant (JAG) program
 - d. Public, Educational, and Government (PEG) community access television
8. Oppose legislation that would impose state mandated costs for which there is no guarantee or realistic expectation of local reimbursement or offsetting benefits.
9. Oppose legislation that would preempt or reduce local discretion over locally-imposed taxes.
10. Oppose legislation that changes the sales or property tax collection method or formula that would result in less overall tax revenue to local governments.
11. Oppose legislation that threatens a local government’s right to receive compensation for use of its public right of way.
12. Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

III. Public Safety

13. Support legislation and funding that promote enhanced law enforcement services in the community.

14. Support legislation that provides for greater protection to victims of crime and accountability in criminal prosecution and sentencing.
15. Support legislative efforts to address the negative impacts of AB 109, Proposition 47 and Proposition 57 on local governments and provide local law enforcement with the appropriate tools to reduce criminal activity.
16. Support legislation that maintains public safety and provides additional tools and resources to address challenges such as homelessness, mental health, and drug rehabilitation.
17. Support legislation that encourages legislators to coordinate and consult closely with law enforcement agencies prior to introducing legislation that affects public safety.
18. Support legislation that enhances community control of public education.
19. Support reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
20. Support programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.
21. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.

IV. Economic Development and Local Land Use

22. Support legislation that encourages sustainable economic development for cities to create jobs and improve the economy.
23. Support legislation that strengthens local control for land use and zoning regulations.
24. Support legislation that returns local governments' ability to enact property tax increment financing or other redevelopment tools.
25. Support training and development initiatives and funding that support the collaboration between community partners, including, but not limited to non-profits, school and community college districts and the workforce development board.
26. Support measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.

27. Support legislation that will restore funding mechanisms to promote continued economic development, including initiatives to provide financing for business assistance loans and infrastructure improvements.
28. Support legislation preserving the city's interest in telecommunication, broadband and infrastructure operations.
29. Oppose efforts to require additional CEQA review and process requirements that delay projects and increase costs.
30. Oppose legislation that seeks to limit or eliminate municipal authority to regulate street or sidewalk vendors.

V. Housing and Homelessness

31. Support legislation that seeks to address the inequitable allocation of property taxes to "No and Low" property tax cities. This is critically important as the State attempts to address the housing crisis.
32. Support legislation that provides flexibility, support and resources to cities to assist with the development of affordable housing options and programs for all income levels in the community.
33. Support incentives for cities to create regional and collaborative solutions to address homelessness.
34. Support the expansion of conservatorship laws allowing for increased guardianship control and health supervision of those suffering from mental illness; and recognizes mental illness and addiction as a contributor to chronic homelessness.
35. Support legislation and funding from the county, state and federal government for expanded outreach teams in collaboration with law enforcement, first responders, and the county's health and mental health departments for those affected by homelessness and mental health issues.
36. Support direct Measure H funding on an annual basis for cities like Lakewood that are required to contribute additional sales tax.
37. Oppose legislation that seeks to convert the Regional Housing Needs Allocation (RHNA) process from a planning process to a production standard.
38. Oppose legislation that penalizes a city or local government if the units identified in RHNA are not constructed.
38. Oppose efforts and legislation that propose to limit public engagement, design and environmental review related to housing projects.
39. Oppose legislation that would remove local control, allow for irresponsible housing development and interfere with protection of established residential neighborhoods.

40. Support and pursue the repeal of state laws that affect local control on housing and land use.

V. Infrastructure

41. Support legislation that provides adequate and consistent funding to support acquisition, development, operation and maintenance of recreation services and facilities.
42. Support legislation that provides ongoing and sustainable transportation infrastructure funding, including funds for the preservation and maintenance of streets and roads
43. Support legislation that appropriates state funds to local and regional projects for transportation projects, such as the West Santa Ana Branch transit corridor project.
44. Support legislation that provides funding for water, wastewater, and stormwater infrastructure; flood prevention, water resources planning and development; and water quality improvement.
45. Support development of reasonable policies, strategies and programs to protect the environment, reduce greenhouse gas emissions, increase energy efficiency and increase the use of alternative/renewable energy sources.
46. Support legislation that allocates cap and trade auction revenue to local governments.
47. Support legislation that bridges the digital divide as equitable access to information and communication technologies are becoming increasingly essential for everyday life.
48. Support legislation and park bond measures that provide per capita grants to local governments to fund parks and capital improvements, as well as recreation programs that enhance the quality of life for Lakewood residents.
49. Support legislation that provides funding for the rehabilitation, development, and capital improvements of local parks and community facilities.
50. Oppose unnecessary modifications to the Los Angeles County Flood Control conveyance system, including the Los Angeles and San Gabriel Rivers that could require properties to purchase federal flood insurance.
51. Oppose Federal Emergency Management Agency (FEMA) flood insurance reforms to require properties in residual risk areas, those protected by dams or levees, to purchase flood insurance even when the man-made structures are certified to provide at least 100-year protection.
52. Oppose legislation to establish a public goods charge or other permanent statewide tax on water to fund statewide water solutions.
53. Oppose legislation that directs local transportation funds away from cities.

VI. General Government

54. Support legislation that preserves public, educational and government (PEG) television channel funding and programming support by video service providers, such as: payments to local government of franchise fees and PEG fees.
55. Support reasonable reform of local government pension systems that is respectful of local control and local collective bargaining processes.
56. Support legislation that reforms the workers compensation system to lower employer costs while continuing to protect employees.
57. Support legislation that provides resources to cities to improve disaster preparedness, recovery and resiliency.
58. Oppose legislation that usurps local government's authority to restrict or regulate the sale, manufacture and use of alcohol, medical marijuana dispensaries, collectives and cooperatives, and recreational marijuana dispensaries or other distribution points.
59. Support legislation for cities to maintain local services and provide relief to local residents and businesses, including shoring up funding for the decline in sales tax revenue and providing flexibility on funding for cities to continue to provide services.
60. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.

VII. Social Justice and Equity

61. Support legislation and funding that provides residents with equitable access to City programs and services.
62. Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination and social justice to promote education, understanding, expanded opportunity and acceptance between diverse groups in the community, making Lakewood a welcome place for everyone.

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

*Housing
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 2/23/2023**

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.

3901	HOUSING SUCCESSOR AGENCY	2,282.19
		<hr/>
		2,282.19

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
02/23/2023	CAL BLEND SOILS INC	2,282.19
	Totals:	<u>2,282.19</u>