

AGENDA

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

September 26, 2023, 7:30 p.m.

CALL TO ORDER

INVOCATION: Pastor Candace Kelly, Acts Community Bible Church

PLEDGE OF ALLEGIANCE: Pack 75

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

ANNOUNCEMENTS AND PRESENTATIONS:

Mayra Catalán-Orozco presentation on the LA County Youth Climate Commission

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 Meeting held August 8, 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 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.

RI-5 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.

RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - AUGUST 2023 - Staff recommends City Council receive and file the report.

RI-7 APPROVAL OF AGREEMENT FOR WATER RATE STUDY - Staff recommends City Council authorize staff to enter into an agreement with Raftelis Financial Consultants, Inc. to conduct a water rate study in the amount of \$57,325.

City Council Agenda

September 26, 2023

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LEGISLATION:

- 2.1 INTRODUCTION OF ORDINANCE NO. 2023-7; AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING SECTION 4328 OF THE LAKEWOOD MUNICIPAL CODE REGARDING BIRD FEEDERS - Staff recommends City Council adopt the proposed ordinance to clarify that hummingbird feeders and bird feeders are acceptable in the City of Lakewood.

REPORTS:

- 3.1 FEST-OF-ALL PREVIEW - Staff recommends City Council receive and file the report.
- 3.2 APPROVAL OF REVISED AGREEMENT WITH SOUTHWEST PATROL, INC. FOR PRIVATE SECURITY PATROLS - Staff recommends Council approve the revised agreement with Southwest Patrol, Inc. for private security patrol to increase the number of security guards to four (4) effective September 27, 2023, and authorize the City Manager to sign the revised agreement in a form as approved by the City Attorney.

AGENDA

LAKEWOOD 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.

DIVIDER SHEET

COUNCIL AGENDA

September 26, 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	None		
B. Changes	None		
C. Separations	None		
2. PART-TIME EMPLOYEES			
A. Appointments			
Khalil Campbell	Community Services Specialist	B	09/06/2023
Aaron Cruz	Maintenance Trainee I	B	09/06/2023
Michael Quijada	Community Services Specialist	B	09/12/2023
Luan Vo	Maintenance Services Aide III	B	09/11/2023
B. Changes			
Tyler Percy	Maintenance Services Aide III	B to	09/17/2023
	Maintenance Trainee I	B	
C. Separations			
Victoria Galvez	Community Services Officer II	B	09/01/2023



Thaddeus McCormack
City Manager

DIVIDER SHEET

**CITY OF LAKEWOOD
FUND SUMMARY 9/14/2023**

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	167,173.78
1020	CABLE TV	400.00
1025	AMERICAN RESCUE PLAN	44,288.00
1030	CDBG CURRENT YEAR	298.51
1050	COMMUNITY FACILITY	621.77
1070	RETIREE BENEFITS	228,750.00
1500	MISC-SPECIAL REVENUE FUND	9,121.52
1621	LA CNTY MEASURE R	16,330.00
1623	LA CNTY MEASURE W	12,087.37
3070	PROPOSITION "C"	1,659.91
5010	GRAPHICS AND COPY CENTER	1,073.12
5020	CENTRAL STORES	1,600.13
5030	FLEET MAINTENANCE	3,738.65
7500	WATER UTILITY FUND	531,165.56
8030	TRUST DEPOSIT	200.00
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		1,018,508.32

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
09/14/2023	AEF SYSTEMS CONSULTING INC	3,470.00
09/14/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	100.00
09/14/2023	ALEX MACIAS DOG TRAINING LLC	487.50
09/14/2023	ALL CITIES ENGINEERING INC	106,875.00
09/14/2023	ALL STAR GLASS	362.89
09/14/2023	ALLEN. JOHNNY	368.55
09/14/2023	ALS GROUP USA CORP	3,238.18
09/14/2023	AMAZON CAPITAL SERVICES INC	1,754.74
09/14/2023	J & I ASSOCIATES INC	9,150.84
09/14/2023	ROSS AVIATION INVESTMENT LLC	7,343.42
09/14/2023	N. HARRIS COMPUTER CORPORATION	33,424.24
09/14/2023	BISHOP COMPANY	82.68
09/14/2023	BRENNTAG PACIFIC INC	4,799.56
09/14/2023	C A C E O	500.00
09/14/2023	CAL STATE AUTO PARTS INC	431.58
09/14/2023	CALIF. STATE DISBURSEMENT UNIT	157.38
09/14/2023	CALIF STATE FRANCHISE TAX BOARD	25.00
09/14/2023	CARE SOLACE INC	33,750.00
09/14/2023	CINTAS CORPORATION	158.48
09/14/2023	CINTAS CORPORATION	416.40
09/14/2023	CORELOGIC INC	100.50
09/14/2023	COUCH. RON JR	240.00
09/14/2023	DE LAGE LANDEN FINANCIAL SERVICES	394.81
09/14/2023	DEERE & COMPANY	9,258.38
09/14/2023	DIRECTV INC	46.25
09/14/2023	DURHAM SCHOOL SERVICES LP	21,789.32
09/14/2023	FEDERAL EXPRESS CORP	29.91
09/14/2023	FERGUSON ENTERPRISES INC	52,122.00
09/14/2023	FONTELA. THAO	2,312.70
09/14/2023	FRONTIER CALIFORNIA INC	2,370.74
09/14/2023	GLASBY MAINTENANCE SUPPLY CO	317.69
09/14/2023	HARA M LAWNMOWER CENTER	749.70
09/14/2023	HDL COREN & CONE	1,095.00
09/14/2023	HOME DEPOT	1,251.74
09/14/2023	INNOVATIVE PROCESS CONTROLS LLC	4,310.34
09/14/2023	JHM SUPPLY INC	1,293.23
09/14/2023	KENNY'S AUTO SERVICE	172.00
09/14/2023	LAKEWOOD. CITY OF	200.00
09/14/2023	LEE HECHT HARRISON LLC	1,168.00
09/14/2023	LIEBERT CASSIDY WHITMORE	367.00
09/14/2023	LONG BEACH CITY GAS & WATER DEPT	339.53
09/14/2023	LOPEZ. ADRIANA	9,030.00
09/14/2023	LOS ANGELES CO FIRE DEPT	5,994.00
09/14/2023	MC ENROE. BARBARA	390.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/14/2023	MC MASTER-CARR SUPPLY CO	98.12
09/14/2023	NADA BUS INC	5,015.00
09/14/2023	NORFIELD DEVELOPMENT PARTNERS LLC	900.00
09/14/2023	O'REILLY AUTOMOTIVE STORES INC	185.84
09/14/2023	OC VACUUM INC	2,356.00
09/14/2023	ODP BUSINESS SOLUTIONS LLC	466.35
09/14/2023	NED PAN INC	2,270.00
09/14/2023	UAG CERRITOS I LLC	135.51
09/14/2023	US BANCORP ASSET MANAGEMENT INC	3,110.87
09/14/2023	LONG BEACH PUBLISHING CO	744.02
09/14/2023	RODRIGUEZ. EDIANNE	667.86
09/14/2023	S & J SUPPLY CO	931.69
09/14/2023	S.T.E.A.M.	24,444.86
09/14/2023	SAFETY-KLEEN CORP	635.40
09/14/2023	SCHRUBBE. JACQUELINE	476.80
09/14/2023	SECURITAS TECHNOLOGY CORPORATION	438.75
09/14/2023	SMART & FINAL INC	20.59
09/14/2023	SO CALIF SECURITY CENTERS INC	8.82
09/14/2023	MWB COPY PRODUCTS INC	119.44
09/14/2023	SOMERS ENTERPRISES INC	20,240.00
09/14/2023	SOUTHERN CALIFORNIA EDISON CO	23,542.27
09/14/2023	SOUTHERN CALIFORNIA GAS CO	2,660.87
09/14/2023	SOUTHWEST PATROL INC	15,744.00
09/14/2023	SPASEFF TED C	240.00
09/14/2023	SPECIALTY TIRES LLC	911.80
09/14/2023	SPICERS PAPER INC	593.70
09/14/2023	SU CASA ENDING DOMESTIC VIOLENCE	265.00
09/14/2023	SUPERIOR COURT OF CALIFORNIA	8,134.00
09/14/2023	SUPERIOR COURT OF CALIFORNIA	11,302.50
09/14/2023	TETRA TECH INC	4,045.00
09/14/2023	THE SALVATION ARMY	7,068.00
09/14/2023	U S BANK PARS ACCT #6746022500	228,750.00
09/14/2023	UNDERGROUND SERVICE ALERT	616.75
09/14/2023	VARIABLE SPEED SOLUTIONS	485.00
09/14/2023	VARSITY BRANDS HOLDING CO INC	210.14
09/14/2023	CELLCO PARTNERSHIP	1,643.88
09/14/2023	VIDIFLO INC	400.00
09/14/2023	WATER REPLENISHMENT DISTRICT OF	290,118.78
09/14/2023	WATERLINE TECHNOLOGIES INC	1,340.64
09/14/2023	WAXIE ENTERPRISES INC	314.34
09/14/2023	COMPREHENSIVE PRINT GROUP LLC	13,700.35
09/14/2023	WESTERN WATER WORKS SUPPLY CO	1,133.85
09/14/2023	WILLDAN ASSOCIATES	16,330.00
09/14/2023	YOUTH EVOLUTION ACTIVITIES	1,215.50

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/14/2023	BERGER. JOHN	79.24
09/14/2023	CATAMOUNT PROPERTIES 2018 LLC	203.84
09/14/2023	COVELLO. RICK	200.00
09/14/2023	FARWEST CORROSION CONTROL COMPANY	885.88
09/14/2023	HSU. TALON	100.00
09/14/2023	J & R L EDWARDS	77.13
09/14/2023	OPENDOOR LABS INC	39.06
09/14/2023	SOLARIS. SEMPER	415.00
09/14/2023	TITANIUM SOLAR	56.72
09/14/2023	WHITE REALTY ASSOCIATES	179.88
	Total:	1,018,508.32

**CITY OF LAKEWOOD
FUND SUMMARY 9/21/2023**

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	909,116.94
1020	CABLE TV	4,048.20
1030	CDBG CURRENT YEAR	548.33
1050	COMMUNITY FACILITY	1,162.63
1621	LA CNTY MEASURE R	16,523.75
3025	SB2-HOUSING	3,488.80
3070	PROPOSITION "C"	266.86
5020	CENTRAL STORES	3,347.76
5030	FLEET MAINTENANCE	13,365.57
7500	WATER UTILITY FUND	40,246.61
8030	TRUST DEPOSIT	3,269.03
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		995,384.48

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
09/21/2023	ALAN'S LAWN AND GARDEN CENTER INC	176.39
09/21/2023	ALL CITY MANAGEMENT SERVICES INC	11,801.05
09/21/2023	MNRO HOLDINGS LLC	296.88
09/21/2023	ALLIANT INSURANCE SERVICES	1,426.00
09/21/2023	ALLIED REFRIGERATION INC	504.44
09/21/2023	AMAZON CAPITAL SERVICES INC	1,116.38
09/21/2023	N. HARRIS COMPUTER CORPORATION	2,760.00
09/21/2023	AUTOZONE PARTS INC	19.15
09/21/2023	BAKERSFIELD WELL & PUMP CO	29,760.00
09/21/2023	TWO SHELLS ENTERPRISES INC	120.00
09/21/2023	BUCKNAM PETER JOSEPH	16,523.75
09/21/2023	CAL STATE AUTO PARTS INC	1,512.14
09/21/2023	CALIFORNIA STATE DEPT OF JUSTICE	736.00
09/21/2023	CAMACHO. ANDREW	775.28
09/21/2023	CENTRAL BASIN MUNICIPAL WATER	1,800.00
09/21/2023	CINTAS CORPORATION	78.99
09/21/2023	CAMERON WELDING SUPPLY	189.59
09/21/2023	BRAGG INVESTMENT COMPANY INC	171.29
09/21/2023	COLOR CARD ADMINISTRATOR CORP	37.54
09/21/2023	CRAFCO INC	1,886.59
09/21/2023	DELL MARKETING LP	3,488.80
09/21/2023	DOSSIER SYSTEMS INC	1,646.56
09/21/2023	EAST LONG BEACH POOL SUPPLY	126.48
09/21/2023	FLUE STEAM INC	85.00
09/21/2023	GOLDEN METERS SERVICES	805.00
09/21/2023	GOLDEN STATE WATER COMPANY	15,879.33
09/21/2023	HARA M LAWNMOWER CENTER	363.83
09/21/2023	HOME DEPOT	2,000.62
09/21/2023	JJS PALOMO'S STEEL INC	1,592.01
09/21/2023	JONES RICHARD D. A PROF LAW CORP	17,252.50
09/21/2023	KILEY GREGORY THOMAS	4,000.00
09/21/2023	KIM. YVONNE	230.40
09/21/2023	KOSMONT & ASSOCIATES INC	32,000.80
09/21/2023	LAKEWOOD. CITY OF	100.00
09/21/2023	LEE HECHT HARRISON LLC	876.00
09/21/2023	LIFTECH ELEVATOR SERVICES INC	947.00
09/21/2023	LOS ANGELES CO SHERIFFS DEPT	80,123.52
09/21/2023	MAG-TROL INC	1,648.24
09/21/2023	MC ENROE. BARBARA	390.00
09/21/2023	MERRIMAC PETROLEUM INC	3,142.55
09/21/2023	MICHAEL BAKER INTERNATIONAL INC	17,850.00
09/21/2023	MILLER DON & SONS	713.22
09/21/2023	MITCHELL REPAIR INFORMATION CO LLC	2,880.00
09/21/2023	O'REILLY AUTOMOTIVE STORES INC	440.15

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/21/2023	ODP BUSINESS SOLUTIONS LLC	119.03
09/21/2023	PATHWAYS VOLUNTEER HOSPICE	548.33
09/21/2023	OUADIENT LEASING USA INC	984.49
09/21/2023	RAYVERN LIGHTING SUPPLY CO INC	546.91
09/21/2023	SCHULTZ. ISABELLE	704.30
09/21/2023	SECTRAN SECURITY INC	207.00
09/21/2023	SERVICEWEAR APPAREL INC	760.28
09/21/2023	SIEGEL. THEODORE	175.00
09/21/2023	SITEONE LANDSCAPE SUPPLY LLC	5,058.39
09/21/2023	SO CALIF SECURITY CENTERS INC	93.77
09/21/2023	SEAACA	633,886.00
09/21/2023	SOUTHERN CALIFORNIA EDISON CO	15,592.56
09/21/2023	STANDARD INSURANCE CO UNIT 22	2,036.40
09/21/2023	STEIN. ANDREW T	597.63
09/21/2023	STOVER SEED COMPANY	3,261.31
09/21/2023	THURSTON ELEVATOR CONCEPTS INC	149.00
09/21/2023	TURF STAR	2,539.64
09/21/2023	U S BANK NATIONAL ASSOCIATION	53,155.66
09/21/2023	CELLCO PARTNERSHIP	4,239.54
09/21/2023	WATER SYSTEM SERVICES LLC	195.00
09/21/2023	WATERLINE TECHNOLOGIES INC	5,163.67
09/21/2023	WAXIE ENTERPRISES INC	550.53
09/21/2023	WESTERN WATER WORKS SUPPLY CO	2,133.77
09/21/2023	YOUNG CHAMPIONS RECREATION PROGRAMS INC	2,412.80
Total:		995,384.48

DIVIDER SHEET

COUNCIL AGENDA

September 26, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committee: Capital Improvement Plan, Water Resources, and Public Safety Committees.

STATEMENT OF FACT

On July 31, 2023 the Capital Improvement Plan Committee met and discussed:

Update on CIP Spreadsheet

Along with Ken Rosenfield from Adurra, staff has developed a comprehensive CIP document to manage citywide projects. Ken presented an excerpt of a previously revised draft, which includes funding definitions, a CIP funding and expenditure summary, and the facility condition assessment renewal needs matrix.

Palms Community Center Improvements and Weingart Sr. Center Improvements Updates

Representatives from Dahlin Group presented a proposal to perform additional services including signage and interior design at Palms Park Community Center. The total cost is \$22,000.

Annual CIP Funding Allocations

Annual Facilities Projects - A routine item with an appropriations request for annual capital projects.

- Park Hardscape Repairs – Annual allocation of \$50,000 addresses smaller, safety and aesthetic repairs of concrete slabs and walkways in our parks and facilities.
- Fence Projects – Annual allocation of \$25,000 addresses smaller, safety and aesthetic repairs of fencing in our parks and facilities.
- Fire and Security Systems – Annual allocation of \$25,000 is used to upgrade or install fire, security, video, or fob access systems at our city facilities. Staff recommends increasing this year's annual allocation to \$50,000 to help cover the costs for security upgrades necessary throughout the City.
- Roof Repair & Maintenance – Annual allocation of \$50,000 is for the purpose of roof inspections and roof maintenance.
- Painting Improvements – Annual allocation of \$50,000 is for the purpose of painting improvements.

CIP Project Updates

Weingart Sr. Center Improvements - Staff received a three-year extension from HUD for the COVID-CDBG funds, due to the long lead times of the HVAC units, which means the HVAC replacement will be part of the project.

Palms Community Center Improvements - Staff asked Dahlin Group for a proposal (presented at this meeting) to complete the furniture specification package for new furniture in the project, as well as another interior signage package, to add gymnasium wall art to the project. The total cost is \$22,000.

Mayfair Water Capture Project - Sukut Construction is rescheduling the sewer flow meter calibration by Golden Meter Inc. for Friday, Aug. 11, 2023. Staff requested a proposal from Tetra Tech to support the six-month water harvesting demonstration phase at the plant following plant start up as required by LA County Department of Public Health. Staff requested a proposal from Tetra Tech to assist with the sampling/water harvesting, and Tetra Tech has submitted a proposal for this work, which is not to exceed \$49,413.

Bolivar Emergency Repairs - All building repairs are complete, as well as repairs to the compressor, manholes, and artificial turf. Electrical contractors will work together to remove electrical components from the damaged cabinet and place them onto the new cabinet and transport and replace the new cabinet into the equipment room.

CD/PW Counter and Shared Space Improvements - Staff is investigating potential relocation of an unidentified electrical conduit. Construction is expected to be ongoing through the end of September. CD and PW operations have been primarily relocated to the Pan Am room.

City Hall Modular Office Improvements - Once the existing trailer is removed, site work will commence. When the new units are in place, the contractors will complete drywall, painting improvements, and flooring improvements. Staff expects construction be complete near the beginning of October.

Centre Lighting, Ceiling, Carpet, and Painting Improvements - Painting of the lobby is expected to be completed while the ballroom is blocked out for construction. The carpet replacement is expected to take place near the end of September.

City Hall and The Centre Generator Modernization - Staff has requested to swap the generator to a Kohler generator, which is easier to maintain, with more readily available replacement parts. In addition, staff determined it would be best to keep the City Hall generator in its current location to minimize cost of relocating to a new location.

On August 29, 2023 the Water Resources Committee met and discussed:

Termination of Services Agreement with City of Bellflower for Caruthers Park Stormwater and Urban Runoff Capture Project

An agreement with City of Bellflower was entered into in 2021 for Lakewood to operate and maintain Caruthers Park Stormwater Project in the City of Bellflower and perform post construction operation and maintenance services. Due to recent staffing changes and technical issues, it has made it difficult to provide services, and termination of the service agreement is

needed. Staff recommends going to the county to advocate their services for taking over the maintenance and oversight of this project.

Approval of Legal Services Agreement with Baron & Budd, P.C. And Cossich, Sumich, Parsiola & Taylor LLC for Legal Representation Pursuant to PFAS Litigation

Staff explained that Per-and-Polyfluoroalkyl Substances (PFAS) are synthetic chemicals that have been used for many years and are found in nonstick waterproof products, they are known as “forever chemicals.” Fortunately, for Lakewood, PFAS has not been detected in our water. However, in March 2023, the US EPA announced a proposed national drinking water standard for PFAS. Staff is seeking to enter into a legal agreement for services with Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC (The Law Firms) to pursue claims for damages if PFAS at any level is ever detected in the Lakewood Water System. The Law Firms would provide legal services and enable the city to join current and pending PFAS lawsuits, should the need arise in the future. The city will not have to pay any costs unless a settlement is received. The Law Firms will handle testing costs and arrange to have samples taken and analyzed. If a settlement is received, The Law Firms’ attorney fees would be 25% gross recovery.

Other Communication

The Water Resources Director introduced new staff members Tawny Ruiz, Water Administration Manager, and Anthony Manzano, Assistant Director of Water Resources. The Committee Members welcomed them to the department.

On August 29, 2023 the Public Safety Committee met and discussed:

Los Angeles County Public Safety Policies Update

Impacts of newly adopted bail policy to take effect October 1, 2023, were discussed.

Crime Trends and Statistics

Overall, crimes continue to decrease citywide and at Lakewood Center Mall.

Abatement Deputy Update

Updates were provided on several locations. Outreach services were offered in coordination with the Homeless Services Liaison. Railroad clean-ups have been consistent. Services have been offered and trash and debris were removed. The Bell Shelter contract continues to be successful with various individuals referred to the shelter and dedicated bed space occupied.

Community Prosecutor Program Update

Updates were provided on repeat nuisance properties. Community Prosecutor has been active in court regarding cases stemming from incidents in Lakewood.

Public Safety Department Update

Staff have been busy engaging with the community through many programs and at various events. Resident participation has increased for bigger events such as National Night Out. Four residents

have expressed interest in formally becoming block captains. Orientation and first meetings will be held in the near future.

Public Outreach

Publicity for Care Solace, a mental health coordination service, will continue. Positive feedback from the program has been received. New fiscal year budget details were included in latest publication of the community newsletter. U.S. Post Office letter carrier theft concerns have increased. Staff is working closely with the Sheriff's Department on ways to prevent future incidents.

RECOMMENDATION

It is recommended that the City Council receive and file this report.



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

September 26, 2023

TO: The Honorable Mayor and City Council

SUBJECT: AB 1234 Meeting Report

INTRODUCTION

Assembly Bill 1234 became effective January 1, 2006. The legislation requires members of a legislative body to provide brief reports on the meetings they attended at the expense of the local agency at the next regular meeting of the legislative body.

STATEMENT OF FACT

- Mayor Ariel Pe and Council Member Cassandra Chase attended the annual conference of the League of California Cities from September 20-23, 2023. They attended sessions on homelessness, the mental health crisis, enhancing emergency preparedness, personnel and recruiting top talent, among other sessions.

RECOMMENDATION

That the City Council receive and file this report.



Paolo Beltran
Deputy City Manager



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA
September 26, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – August 2023

INTRODUCTION

In accordance with California Government Code Section 53607, the City Council has delegated to the City Treasurer the responsibility to invest or to reinvest funds, or to sell or exchange securities so purchased. The California Government Code Section 53607 requires that, if such responsibility has been delegated, then the Treasurer “shall make a monthly report of those transactions to the legislative body.” In compliance with this requirement, the Monthly Report of Investment Transactions is being rendered to be received and filed.

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Aug-23	\$178,806.36	CAMP POOL	Interest	5.520%
01-Aug-23	358.05	BOND	Interest	2.046%
01-Aug-23	1,364.18	BOND	Interest	2.021%
01-Aug-23	560.43	BOND	Interest	0.773%
01-Aug-23	2,073.75	CORP	Interest	3.950%
01-Aug-23	395.25	BOND	Interest	0.510%
01-Aug-23	1,075.00	CORP	Interest	2.150%
03-Aug-23	215,000.00	CORP	Purchase	5.272%
03-Aug-23	590.63	CORP	Interest	1.125%
03-Aug-23	141,971.43	CORP	Sell	2.300%
03-Aug-23	96,269.25	CORP	Sell	0.450%
04-Aug-23	149,200.80	TREAS	Sell	1.500%
05-Aug-23	3,562.50	CORP	Interest	3.750%
07-Aug-23	515.63	CORP	Interest	1.875%
07-Aug-23	89,963.25	CORP	Sell	3.250%
07-Aug-23	129,955.28	CORP	Sell	0.700%
09-Aug-23	85,000.00	BOND	Purchase	4.755%
09-Aug-23	374,970.00	CORP	Purchase	5.450%
09-Aug-23	318.75	CORP	Interest	0.750%
10-Aug-23	1,307.25	FNMA	Interest	0.830%
10-Aug-23	2,475.00	CORP	Interest	2.750%
12-Aug-23	384.75	CORP	Interest	0.855%
13-Aug-23	1,710.00	CORP	Interest	1.800%
15-Aug-23	189,030.76	FNMA	Purchase	3.750%

Monthly Investment Transactions

September 26, 2023

Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Aug-23	\$89.09	ABS	Interest	0.550%
15-Aug-23	1,020.54	ABS	Interest	4.790%
15-Aug-23	876.71	ABS	Interest	3.970%
15-Aug-23	3,187.50	TREAS	Interest	1.500%
15-Aug-23	446.42	ABS	Interest	4.870%
15-Aug-23	316.62	ABS	Interest	5.480%
15-Aug-23	1,583.33	ABS	Interest	5.000%
15-Aug-23	33.30	ABS	Interest	0.520%
15-Aug-23	359.67	ABS	Interest	3.320%
15-Aug-23	387.50	ABS	Interest	4.650%
15-Aug-23	930.00	CORP	Interest	3.100%
15-Aug-23	7.70	ABS	Interest	0.340%
15-Aug-23	247.00	ABS	Interest	1.040%
15-Aug-23	13.61	ABS	Interest	0.380%
15-Aug-23	106.33	ABS	Interest	0.580%
15-Aug-23	14,218.75	TREAS	Interest	1.625%
15-Aug-23	366.00	ABS	Interest	3.660%
15-Aug-23	552.07	ABS	Interest	5.460%
15-Aug-23	14.40	ABS	Interest	0.500%
15-Aug-23	967.50	CORP	Interest	2.150%
15-Aug-23	902.42	ABS	Interest	4.420%
15-Aug-23	375.83	ABS	Interest	4.510%
15-Aug-23	501.21	ABS	Interest	5.230%
15-Aug-23	862.00	ABS	Interest	4.310%
15-Aug-23	4.32	ABS	Interest	0.440%
15-Aug-23	833.38	ABS	Interest	3.390%
15-Aug-23	4,703.97	ABS	Paydown	0.440%
15-Aug-23	4,138.63	ABS	Paydown	0.380%
15-Aug-23	2,186.92	ABS	Paydown	0.340%
15-Aug-23	10,456.19	ABS	Paydown	0.550%
15-Aug-23	5,499.56	ABS	Paydown	0.520%
15-Aug-23	3,718.50	ABS	Paydown	0.500%
15-Aug-23	195,195.94	TREAS	Sell	0.375%
16-Aug-23	327.00	ABS	Interest	5.450%
18-Aug-23	500,000.00	CAMP POOL	Sell	5.520%
18-Aug-23	250,000.00	CORP	Purchase	5.526%
18-Aug-23	377,924.48	FNMA	Purchase	3.224%
18-Aug-23	186.50	ABS	Interest	3.730%

Date	Amount at Cost	Investment	Transaction	Rate*
18-Aug-23	\$9.75	ABS	Interest	0.370%
18-Aug-23	6,014.86	ABS	Paydown	0.370%
18-Aug-23	250,580.51	TREAS	Sell	0.750%
18-Aug-23	345,586.58	TREAS	Sell	1.875%
20-Aug-23	18.75	ABS	Interest	0.500%
20-Aug-23	1,852.50	CORP	Interest	3.900%
20-Aug-23	6.84	ABS	Interest	0.470%
20-Aug-23	0.26	ABS	Interest	0.340%
20-Aug-23	912.19	ABS	Paydown	0.340%
20-Aug-23	8,728.13	ABS	Paydown	0.470%
22-Aug-23	244,949.48	ABS	Purchase	5.410%
22-Aug-23	519,377.02	TREAS	Sell	1.250%
23-Aug-23	264,983.57	ABS	Purchase	5.530%
24-Aug-23	500,000.00	CAMP POOL	Sell	5.520%
25-Aug-23	1,309.38	FNMA	Interest	4.190%
25-Aug-23	1,094.51	FNMA	Interest	3.243%
25-Aug-23	1,214.15	FNMA	Interest	4.777%
25-Aug-23	862.23	FNMA	Interest	2.653%
25-Aug-23	514.69	FNMA	Interest	2.745%
25-Aug-23	1,171.92	FNMA	Interest	3.430%
25-Aug-23	767.02	FNMA	Interest	3.347%
25-Aug-23	1,505.94	FNMA	Interest	4.819%
25-Aug-23	0.64	ABS	Interest	0.480%
25-Aug-23	365.42	ABS	Interest	5.470%
25-Aug-23	147.05	FNMA	Paydown	4.777%
25-Aug-23	1,598.46	ABS	Paydown	0.480%
30-Aug-23	3,062.50	CORP	Interest	1.750%
31-Aug-23	1,500.00	TREAS	Interest	0.500%
31-Aug-23	2,812.50	TREAS	Interest	1.125%
31-Aug-23	825.00	TREAS	Interest	0.750%

* Rates shown for MMF, LAIF, and CAMP are distribution yields. All others are coupon rates.

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities) A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no portfolio percentage limits for U. S. Government Agency issues.

BOND (Municipal Bonds or Note)

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

CAMP (California Asset Management Program) Pool and Term

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment tool at a reasonable cost. Participation is limited to California public agencies. The Pool option offers daily liquidity with a variable rate of return. In recent years the Term option was added offering an investment tool for a fixed period (up to one year) and a fixed rate of return.

CD (Certificate of Deposit)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

COM (Commercial Paper)

Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

CORP (Corporate Notes)

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States.

FNMA (Federal National Mortgage Association)

A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

LAIF (Local Agency Investment Fund, State of California)

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

MMF (Money Market Fund)

This is a money market interest-bearing checking account that is fully insured and collateralized.

SUPRA (Supra-National Agency Bonds or Notes)

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

TREAS (U.S. Treasury Notes)

A Treasury obligation of the U.S. Government to provide for the cash flow needs of the Federal Government.

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of August 2023.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

September 26, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Water Rate Study

INTRODUCTION

The City is in the final year of a multi-year water rate schedule adopted in July 2021 that addresses rates through June 30, 2024. In order to conduct an updated analysis and prepare for setting future year rates, Staff believes it is appropriate to initiate a new water rate study.

BACKGROUND

The City's prior two studies were conducted in 2017 and 2021 by Raftelis Financial Consultants, Inc. (RFC) after a comprehensive Request for Proposals (RFP) process. As a result, they have established a thorough understanding of the City's operations and have provided sound analysis and recommendations that the City has employed. Therefore, staff recommends that the City enter into an agreement with RFC to conduct the proposed water rate study.

RFC has extensive experience locally and on a national level. They have in-depth knowledge of all areas related to utility management. Additionally, RFC is very active in the American Water Works Association (AWWA), the largest national organization of water professionals. AWWA is widely recognized as one of the authorities in water rate-setting policies, with an RFC Director being a recent AWWA president.

At the local level, RFC's proposed project staff has vast experience working with comparable water agencies in southern California. Having conducted the City's last two studies, RFC's staff has an in-depth grasp of the City's water utility operations. In terms of their pricing, RFC's proposed project fee of \$57,325 is reasonable and includes an optional Proposition 218 public hearing presentation (\$2,940). Staff seeks authorization for \$57,325, however the total cost would decrease to \$54,385 if the City elects not to have RFC make this presentation. This year's budget includes an appropriate allocation for the study. The City's Water Resources Committee recommends approval by the City Council.

STATEMENT OF FACT

In order to address the City's water rates starting July 2024, it is necessary to perform a comprehensive analysis and, if needed, provide required Proposition 218 notices to the public.

RECOMMENDATION

It is recommended that the Council authorize staff to enter into an agreement with Raftelis Financial Consultants, Inc. to conduct a water rate study in the amount of \$57,325.



Jose Gomez

Director of Finance and Administrative Services



Thaddeus McCormack

City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
RAFTELIS FINANCIAL CONSULTANTS, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of September 26 2023 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Raftelis Financial Consultants, Inc., ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant's Proposal attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$57,325.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City

or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute

between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as

a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any

Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712
Attention: City Manager

To Consultant: Raftelis Financial Consultants, Inc.
445 S. Figueroa Street, Suite 1925
Los Angeles, CA 90071
Attention: Steve Gagnon, Senior Manager

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

RAFTELIS FINANCIAL CONSULTANTS, INC.

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may

renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

DIVIDER SHEET

Legislation

COUNCIL AGENDA

September 26, 2023

TO: Honorable Mayor and City Council

SUBJECT: 2023 Bird Feeding Ordinance

INTRODUCTION.

The City Council recently adopted the 2023 LMC Update Ordinance, in which existing code Section 4328 of the Lakewood code was modified to update wording and to clarify as to how a code enforcement officer would determine when the feeding of pigeons and other feral birds is a public nuisance. Following the public hearing for those code updates, members of the public wrongfully asserted that this section would ban hummingbird feeders and other back yard bird feeding, notwithstanding that this section only addressed the feeding of pigeons and other wild birds as a public nuisance. There was no substantive change to the regulation as written decades before or the manner in which it has been traditionally enforced.

The misinformation was repeated on social media and many residents became concerned that the City was banning hummingbird and backyard bird feeders. This ordinance adds a clarification that this is not the case and that it is not the intent nor the enforcement policy of the City of Lakewood.

RECOMMENDATION

It is recommended that the City Council adopted the proposed ordinance to clarify that hummingbird feeders and bird feeders are acceptable in the City of Lakewood.



Abel Avalos
Director of Community Development



Thaddeus McCormack
City Manager

Attachments:

- 2023 Bird Feeding Ordinance

ORDINANCE NO. 2023-7

AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING
SECTION 4328 OF THE LAKEWOOD MUNICIPAL CODE
REGARDING BIRD FEEDERS.

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

SECTION 1. The following new language is hereby added at the end of Section 4328 of the Lakewood Municipal Code, which language is declarative of the City's interpretation and policy that has been in place since the inception of such section:

“This section shall not be construed to prohibit bird feeders, including but not limited to hummingbird feeders, except where the use of such feeders constitutes a nuisance.”

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 4. CERTIFICATION. The City Clerk shall certify the adoption of this Ordinance and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be posted or published as required by law and shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2023, by the following roll call vote:

	AYES	NAYS	ABSENT
Mayor Pe	_____	_____	_____
Council Member Chase	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Wood	_____	_____	_____

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

Reports

COUNCIL AGENDA

September 26, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Fest-Of-All Preview

INTRODUCTION

In response to the Race, Equity Diversity and Inclusion (REDI) committee's objective to develop a multicultural event in Lakewood, the Fest-Of-All event will again be held at Lakewood Center on Saturday, October 14 from 2 to 8 p.m. City staff representing all departments are planning the third annual event.

STATEMENT OF FACT

In 2021, the inaugural Fest-Of-All event took place with the promise to bring together the broad tapestry of Lakewood culture in a singular event celebrating Lakewood's diversity through food and music. Thus, the Fest-Of-All was created and now an annual event will be held on the second Saturday in the month of October. This year's event will include two entertainment stages, multicultural food court, family fun zone, craft village, children's cultural booth, an Art and Poetry Showcase, and an activity called Passport Around the World.

The following report will provide details pertaining to each event component.

Entertainment

Two stages, a main concert stage and a cultural stage, will showcase a variety of entertainment throughout the event. There will be a shaded picnic area centrally located between the two stages for event attendees to enjoy the entertainment.

Caribbean Dynamics will lead the entertainment schedule on the concert stage beginning at 3:30 p.m. This versatile band will take the audience through a musical journey with live performances of Caribbean and Latin music. Suave, a powerful eight-piece powerhouse band playing the great R&B and Latin hits, will close out the event. This high-energy entertainment group will give the audience a dynamic show covering many musical styles.

The cultural stage will host a variety of acts that highlight different dances and performances from around the world. Hanabi Taiko, JD Dance Company, Fusion Entertainment, Lyons Academy of Irish Dance, and Hoku Mae'ole Polynesia are all scheduled to perform.

Multicultural Food Court

Food traditionally brings people together and creates a bridge amongst cultures. This year, the Multicultural Food Court is once again expected to attract several thousand Lakewood residents. Each food vendor, a collection of Lakewood restaurants and local food vendors, will sell samples of the cuisine representing their culture.

The following food vendors have confirmed their participation at this year's Multicultural Food Court.

Big C BBQ (American Comfort & Brazilian)
Smile's Jamaican Grill (Jamaican)
Crazy Delights La Michoacana (Mexican Treats)
Stinkin Crawfish of Lakewood (Cajun)

Cali Sweets Dessert Truck (French Fusion)
Rice Ball's of Fire (Korean/Hawaiian Fusion)
Scooter's Italian Ice (Italian)
Smile's Hot Dog (Korean style street food)
The Berlin Truck (German)

Family Fun Zone

Fun Zone activities will begin at 2 p.m. with ticket sales ending at 7:15 p.m. Elite Special Events will again provide kid-oriented attractions at the Fest-Of-All. The Family Fun Zone offers nine inflatable attractions. Amusements will include a giant slide, an inflatable obstacle course, and bounce houses. Tickets for all activities will be sold only at the venue. Attendees can save by purchasing an unlimited wristband for \$35 or a \$20 family pack of 25 tickets. Individual tickets are \$2 each. Attractions take 2-5 tickets, depending on the attraction.

Craft Village and Community Display Booths

The Fest-Of-All Craft Village will offer a unique shopping experience for event attendees. A variety of vendors will participate in this year's Fest-Of-All by selling items such as soaps, lotions, candles, clothing, jewelry, books, artwork, ceramics, and home décor. These craft booths will be located on the northwest side of the festival footprint.

Lakewood community organizations will participate in this year's Fest-Of-All by providing free promotional material and information about their organization. These promotional booths already located in the Craft Village.

Children's Cultural Booth

Children, ages 12 and under, can participate in free craft and cooking activities in the Children's Cultural Booth. The activities in the cultural booth feature activities representing multiple countries and provide a hands-on experience for all the young people who participate.

Art and Poetry Showcase

The City of Lakewood is inviting the community to submit art or poetry which celebrates and inspires diversity. Elementary, middle and high school students can share a piece of their culture and customs with a drawing, sketch, painting or through words of poetry. This showcase is an opportunity to learn about the many families, traditions, and backgrounds that make up the Lakewood community.

Each submission will be displayed inside the Lakewood Center mall starting October 9 and at the event on October 14. Students will receive a coupon to a local Lakewood restaurant for their participation.

Passport Around the World

The Passport Around the World will be a new interactive addition to this year's Fest-Of-All. The Passport will encourage event attendees to visit all community booths by collecting stamps from each booth. Participants will benefit by learning what each booth has to offer and the vendor will benefit with the foot traffic at their booth to be able to share their materials.

Shuttle

To reduce the stress of finding a parking near the event, a free shuttle will run from the east parking lot at City Hall to the northeast event entrance. The shuttle will operate from 1:30 p.m. to 8:30 p.m., with pickups and drop-offs scheduled in 15-minute intervals.

Event Supervision and Public Safety

City staff will be working during the course of the event, monitoring the various event components, assisting Fest-Of-All attendees, entertainers, vendors. Additionally, to ensure a safe and clean event, staff will manage crowd control issues, such as litter collection, replenishment of event supplies, distribution of handouts, and staffing the first aid stations. Event staff will be identifiable in their Fest-Of-All event staff t-shirt.

The Los Angeles County Sheriff's Department will provide uniformed security on foot throughout the event complex. Their highly visible presence, combined with Community Safety Officers and mall security, will provide a greater sense of safety and security for all event attendees.

Two information and first aid centers will be located in the event footprint. One station will be located at the south entrance of the event near the Family Fun Zone and the second station located near the northeast entrance. Staff will also be out on foot greeting and directing guests and distributing informational handouts.

SUMMARY

The Fest-Of-All brings together the Lakewood community in a show of cultural unity. The 2023 Fest-Of-All will offer fun activities with new experiences for families through the Multicultural Food Court, the Children's Cultural Booth, and the live entertainment.

RECOMMENDATION

Staff recommends that the City Council receive and file the Fest-Of-All Preview.



Valarie Frost, Director
Recreation and Community Services



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

September 26, 2023

TO: Honorable Mayor and City Council

SUBJECT: Approval of Revised Agreement with Southwest Patrol, Inc. for Private Security Patrols

INTRODUCTION

On March 22, 2022, City Council approved the Neighborhood Safety Enhancement Plan, a comprehensive package of public safety measures to deter criminal activity and improve the safety and security of Lakewood. The plan included contracted private security patrol service to focus on residential neighborhoods as a pilot program.

STATEMENT OF FACT

Private security patrols started April 24, with four unarmed security guards performing vehicle patrols 10:00 p.m. – 6:30 a.m., 7 days a week. The guards were each assigned a patrol beat to conduct grid pattern patrols in all residential neighborhoods and adjacent commercial areas. The intent of the initial deployment was to address crime trends and provide a sense of safety and security.

The private security patrols proved to be effective based on crime trends staying relatively flat while other cities experienced significant increases during the first four months of deployment, and community response was positive, with residents indicating they felt safer knowing the security patrols were keeping a watchful eye overnight.

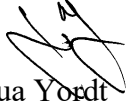
Council approved several agreement extensions in August 2022 and October 2022, and in December 2022 the agreement was extended through June 2023 with an adjusted deployment of three guards nightly with a more strategic, targeted focus on parks, commercial shopping centers and areas with an uptick of crime.

The current agreement took effect July 1, 2023 and runs through June 30, 2024, continuing the same deployment strategy. Staff proposes revising the agreement to increase the number of guards to four (4), effective September 27, 2023 through June 30, 2024. The fourth guard will serve as a citywide rover, dedicated to specific directed patrols and spend more time focused on specific areas of concern. The existing three guards will continue to be assigned specific patrol beats conducting highly visible patrols of neighborhoods, shopping centers, parks and schools, as well as targeting specific areas of concerns. Staff believes this additional layer of security patrols will greatly enhance our ability to effectively address concerns as they arise.

The estimated cost of the additional security guard is \$90,000. Funds are available in the approved FY 2023-2024 General Fund budget.

RECOMMENDATION

Staff recommends the City Council approve the revised agreement with Southwest Patrol, Inc. for private security patrol to increase the number of security guards to four (4) effective September 27, 2023, and authorize the City Manager to sign the revised agreement in a form as approved by the City Attorney.



Joshua Yordt
Director of Public Safety



Thaddeus McCormack
City Manager



Security Agreement Number: 29232

This agreement is made and effective as of September 27, 2023, and replaces and supersedes the previous agreement effective July 1, 2023, by and between Southwest Patrol, Inc., 1800 E Lambert Road #155, Brea, California 92821 (the "*COMPANY*") and City of Lakewood, 5050 Clark Avenue, Lakewood, California 90712 (the "*CUSTOMER*"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This agreement shall commence on the effective date and expire June 30, 2024, and may be extended by written agreement between *CUSTOMER* and *COMPANY*.
2. During the terms of the contract, the *COMPANY* agrees to furnish the following services:
 - (4) Unarmed uniform security officers with a marked patrol vehicle (*COMPANY* and *CUSTOMER* logo) will be working seven days a week Monday – Sunday starting at 10:00pm and ending 6:30am patrolling designated areas throughout Lakewood residential neighborhoods and shopping centers to deter criminal activity. Officers will be taking a 30 minute nonpaid lunch, client will be billed for an eight (8) hour shift. Stand By Time may be applied when the Officers have to stay on patrol or a designated location longer than the scheduled shift when requested by *CUSTOMER*. Any changes to services must be done in writing via email with a twenty-four (24) hour advance notice. Officers will be properly equipped, uniformed, and appropriately attired.
3. *COMPANY* shall be responsible, for the direct supervision of the officers furnished through its designated representatives at the premises to which this contract relates and such representatives, will in turn, be available at all reasonable times to consult with the designated representatives of the *CUSTOMER* with respect to security services rendered there under. The *COMPANY* will pay all wages, expenses, federal, social security taxes, unemployment taxes, and any similar taxes. The *COMPANY* will, upon reasonable notice and request of the *CUSTOMER*, remove any guard from *CUSTOMER'S* premises any time it desires and for any reason whatsoever.
4. The *CUSTOMER* agrees to pay *COMPANY* by check once invoice is received and within our payment schedule (net-30). *COMPANY* will add on a 5% late fee on each billing cycle until payment is received in full if payment becomes denied. *CUSTOMER* agrees to pay reasonable attorney and other fees, which may be incurred by *COMPANY* if collection action is needed under this contract.
5. If there is enacted any law regulation, ruling or other such mandate, by an authority having jurisdiction of the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the security service herein provided of, *CUSTOMER* agrees that this contract will be subject to renegotiations to take into account these increased costs. All rates are subject to change according to any and all increased costs, with a thirty (30) day notice given to *CUSTOMER*.

6. Cancellation of this contract must be in writing with twenty-four (24) notice for the early discontinuation of services requested by *CUSTOMER* or *COMPANY*.

7. Indemnification and defense

A. Indemnity.

To the fullest extent permitted by law, *COMPANY* shall indemnify and hold harmless the *CUSTOMER* 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 *COMPANY*, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that *COMPANY* shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the *CUSTOMER*, 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 *COMPANY* is named in such Action, and upon demand by the City, *COMPANY* shall defend the *CUSTOMER* at *COMPANY’S* sole cost, or at the *CUSTOMER’S* option, to reimburse the *CUSTOMER* for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense.

C. Payment by the *CUSTOMER* for Services is not a condition precedent to enforcement of this section. *COMPANY’S* duty to defend, indemnify, and hold harmless the *CUSTOMER* shall not extend to the *CUSTOMER’S* sole or active negligence. In the event of any dispute between *COMPANY* and the *CUSTOMER* as to whether liability arises from the sole or active negligence of the *CUSTOMER* or its officials, officers, employees, agents, and/or volunteers, *COMPANY* will be obligated to pay for the *CUSTOMER’S* defense until such time as a final judgment has been entered adjudicating the *CUSTOMER* as solely or actively negligent. *COMPANY* will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney’s fees, expert fees and costs of litigation.

8. *COMPANY* shall maintain prior to the beginning of and for the duration of this Agreement maintain insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

City of Lakewood:

Southwest Patrol, Inc.:

Thaddeus McCormack. City Manager

Authorized Representative

EXHIBIT A

Rate Schedule

- Unarmed Officer \$ **41.00** Per Hour/Per Officer
- Patrol Services \$ **N/A** Per Visit /Per Day/ Per Location
- Stand By time \$ **57.00** Per Hour
- Response Service \$ **N/A** Per Month/Response Call
- Holiday Pay **1.5 X** the Per Hour rate (Christmas Eve, Christmas Day, Thanksgiving Day, New Years Eve, New Year's Day, Easter, Memorial Day, Labor Day, and 4th of July)

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 \$3,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. 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.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Professional Liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this agreement, in the minimum amount of \$3,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this agreement.

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.

DIVIDER SHEET

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 9/21/2023**

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	36,000.00
		<hr/>
		36,000.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

CHECK DATE	VENDOR NAME	CHECK AMOUNT
09/21/2023	KRAUSE. JANE	18,000.00
09/21/2023	LEWIS. ANNETTE	18,000.00
	Totals:	36,000.00