

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

June 27, 2023

ADJOURNED MEETING:

Grant from U.S. Soccer Foundation for Mini-Pitch at Palms Park

6:00 p.m.

EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Bishop Dave Montgomery, Church of Jesus Christ of Latter Day Saints

PLEDGE OF ALLEGIANCE: Scout Pack 134

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

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation/Introduction of Congresswoman Nanette Diaz Barragán

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held May 23, June 6, and June 13, 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 FINDING AND DETERMINING THAT THERE IS A NEED TO CONTINUE TAKING EMERGENCY ACTION REGARDING THE NEED TO MAKE REPAIRS TO THE BOLIVAR PARK STORMWATER CAPTURE BUILDING AND EQUIPMENT; RESOLUTION NO. 2023-43 - Staff recommends City Council adopt proposed resolution.

City Council Agenda

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ROUTINE ITEMS: - Continued

RI-6 APPROVAL OF AMENDMENT NUMBER ONE TO THE AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE IMPLEMENTATION OF THE GATEWAY CITIES INNOVATION PLAN, AND APPROVAL OF AN AGREEMENT WITH ADRIANA LOPEZ AS THE LOCAL COORDINATING AREA 4 HOMELESS SERVICES LIAISON - Staff recommends the City Council approve amendment number one to the agreement with Gateway Cities Council of Governments for the implementation of the Innovation Plan extending the term through December 31, 2023, and authorize the City Manager to sign the amendment in a form approved by the City Attorney; and approve an agreement with Adriana Lopez to serve as the Local Coordinating Area 4 Homeless Services Liaison for the term of July 1, 2023 through June 30, 2024 and authorize the Mayor to sign the agreement as approved by the City Attorney.

RI-7 RESOLUTION NO. 2023-44; LISTING PROPOSED PROJECTS USING SB 1 FY 23-24 FUNDS - Staff recommends City Council adopt proposed resolution. that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2023-2024 funds.

PUBLIC HEARINGS:

1.1 APPEAL OF CONDITIONAL USE PERMIT NO. 279, AMENDMENT NO. 3, 4311 SOUTH STREET - Staff recommends City Council set a de novo hearing for August 8, 2023 at 6p.m.

LEGISLATION:

- 2.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-3; REGARDING THIRD PARTY COLLECTION FEES - Staff recommends the City Council adopt the proposed ordinance.
- 2.2 SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-4; REGARDING PROPERTY TAX LIENS FOR DELINQUENT WATER SERVICE PAYMENTS - Staff recommends the City Council adopt the proposed ordinance.
- 2.3 SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-5; REGARDING FILMING PERMITS; RESOLUTION NO. 2023-45 - Staff recommends the City Council adopt the proposed ordinance and resolution.

REPORTS:

- 3.1 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2023-7; WATERMAIN REPLACEMENT FY24 - Staff recommends City Council award contract in the amount of \$3,799,175 to low bidder, All Cities Engineering, and authorize Mayor to sign the contract in form approved by City Attorney; authorize staff to approve a cumulative total of change orders, as necessary, not to exceed \$350,000; adopt plans, specifications, and working details for project; and appropriate \$4,350,000 from Water Enterprise Fund and authorize staff to approve services for inspection, soil compaction and miscellaneous tests as necessary for the project.
- 3.2 APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH WOOD RODGERS, INC. FOR WELL 22 COMPREHENSIVE SITE ASSESSMENT AND HYDROGEOLOGIC SERVICES FOR WELL DRILLING AND CONSTRUCTION SUPPORT - Staff recommends City Council approve the agreement with Wood Rodgers, Inc. in not-to-exceed amount of \$410,395, including 10% contingency of \$41,039.50, and authorize Mayor to sign the agreement in form approved by City Attorney; and appropriate total of \$451,434.50 from Water Enterprise Fund FY 2024 Budget for the project.

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REPORTS: - Continued

- 3.3 AGREEMENT WITH CARE SOLACE, INC., TO PROVIDE A WEB-BASED NAVIGATION SYSTEM TO ASSIST CITY RESIDENTS IN LOCATING AND CONNECTING WITH MENTAL HEALTH TREATMENT PROVIDERS AND SERVICES - Staff recommends the City Council approve the contract with Care Solace and appropriate \$33,750 of ARPA funding.
- 3.4 AUTHORIZE PURCHASE OF FF&E FOR CIVIC CENTER COUNTER IMPROVEMENTS AT COMMUNITY DEVELOPMENT AND PUBLIC WORKS – Staff recommends City Council authorize staff to purchase the FF&E for the Civic Center Counter Improvements at Community Development/Public Works in an amount not-to-exceed \$59,649.57, and authorize the Mayor to sign the proposal; and appropriate \$60,000 from the reserve for Capital Improvements for the project from Measure L.
- 3.5 DECLARING JULY AS PARKS MAKE LIFE BETTER! MONTH; RESOLUTION NO. 2023-46 – Staff recommends City Council adopt proposed resolution declaring the month of July as Parks Make Life Better! month as part of CPRS campaign to encourage cities to maintain parks and recreation programs and facilities in the forefront of public policy.

AGENDA

LAKESWOOD 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

Adjourned

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Mini Pitch System Grant from U.S. Soccer Foundation

INTRODUCTION

In September of 2021, Lakewood resident and Los Angeles Galaxy soccer player Jalen Neal approached staff about his interest to partner with the City of Lakewood and the United States Soccer Foundation, Inc., (USSF) to install a mini pitch soccer system (Mini Pitch) at a Lakewood park. The Mini Pitch entails an acrylic resurfacing of the existing hardscape, installation of sideboards and goals to keep the game of soccer enclosed for small sided—typically five-versus-five to seven-versus-seven types of soccer games, and the installation of a single-post lighting standard. Mr. Neal's intention was to get the project funded through grant monies. Staff presented the idea to the Park Development Committee and the game courts at Palms Park were identified as the ideal site, should the project secure full funding. The proposed site plan with location and footprint is attached to this report—the yellow-lined 40' by 80' court has been identified as the project to be installed.

STATEMENT OF FACT

Following an initial meeting on September 20, 2021 of the Park Development Committee to discuss the feasibility of a Mini Pitch installation at Palms Park, staff worked closely with Mr. Neal, USSF and Musco Sports Lighting (Musco)—the vendor contracted by USSF to coordinate the installation of the Mini Pitch—to determine available funding and a timeline for construction. USSF and Musco estimate that the cost of installation of a Mini Pitch to be \$100,000.

Should the Mini Pitch be installed, it would be open to the public daily during normal park operational hours on a first come, first served basis similar to all park game courts. Further, the Mini Pitch may be offered to youth soccer organizations as the use and dimensions may fit their needs for games and/or practices and lastly, Mr. Neal in his presentation to the Park Development Committee also noted interest in offering youth soccer clinics to residents. A mock-up of the proposed Mini Pitch is included with this report. Due to funding and sponsorship agreements, three logos would accompany the City of Lakewood seal on the court's surface: LA Galaxy, Herbalife and USSF.

In the months following the initial Park Development Committee meeting, staff learned that USSF did not presently have funding for new projects, but that Mr. Neal intended to possibly raise these funds or that USSF would be amenable to installation of the Mini Pitch at Palms Park should funding again become available. The concept was tabled until that time that funding of the project was secured.

ADJOURNED

In spring of 2023 staff were approached by USSF and Mr. Neal to inform the city that funding was once again available and progress on installation of a Mini Pitch was now feasible. Staff have engaged in discussions with representatives of USSF and Musco and on Monday, June 19, staff reported the above information to the Capital Improvement Program Committee and received direction to report to the full Lakewood City Council a plan for a Mini Pitch with the following specifications:

Installation of the Mini Pitch on the north basketball court at Palms Park, with a retrofit of all lighting standards to LED lamps; demolition of four (4) basketball standards and installation of two (2) replacement of two basketball standards on the south court to allow for use during Lakewood Youth Sports at eight foot basket heights for the Smurf Division; and an option for demolition of six (6) basketball standards and installation of four (4) new basketball standards to maintain uniformity on the basketball courts.

The City Council may elect to direct staff to secure quotes for resurfacing of the two remaining game courts to provide a full refresh of all three game courts.

The above noted labor and materials are not covered by the granted funds from USSF and would require investment from the city; and per direction from the City Council, staff are prepared to seek quotes for each approved scope of work.

A draft of the Mini Pitch Program Donation Agreement for Fiscal Year 2024 between USSF and the City of Lakewood is included with this report. Staff and USSF reviewed and revised to meet the city standards with regard to assumption of risk, indemnity and insurance. The agreement denotes the \$100,000 grant, and the supply of the Mini Pitch by Musco.

The USSF is desirous to commence construction of the Mini Pitch in September of 2023 with a grand opening event to be held in November 2023. A signed agreement is due to USSF by June 30, 2023 to achieve this goal.

SUMMARY

With the securing of the \$100,000 of funding for a Mini Pitch at Palms Park through USSF, staff have brought forth this project as directed by the Park Development Committee and the Capital Improvement Program Committee. The Mini Pitch would provide added soccer programming and access to Lakewood residents at Palms Park. Upon direction from the Lakewood City Council, staff would continue to work closely with Jalen Neal, USSF and Musco to achieve this end. Further research and securing of quotes will be required to determine a true and accurate cost to the city.

RECOMMENDATION

Staff recommends the City Council approve the grant award from the United States Soccer Foundation, Inc. for fiscal year 2024 to provide a \$100,000 grant for the installation of a Mini Pitch at Palms Park and authorize the mayor sign the donation agreement between the City of Lakewood and USSF, subject to approval as to form by the city attorney.

Staff requests direction from the City Council on whether to proceed with additional site improvements at the basketball courts at Palms Park. Improvements could include retrofit of court lighting, demolition of existing and installation of new basketball standards, and court resurfacing for the two courts not directly affected by the Mini Pitch.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

MINI PITCH PROGRAM
DONATION AGREEMENT – FISCAL YEAR 2024

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the May 17, 2023 (“Effective Date”), the United States Soccer Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **City of Lakewood**, (“Grantee”) **FY24-722**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**
Attn: Operations Department
1140 Connecticut Ave. NW, Suite 1200
Washington, DC 20036

Grantee: **City of Lakewood**
Attn: Valarie A. Frost
Director, Recreation and Community Services
5050 Clark Avenue
Lakewood, CA 90712
2. **Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to \$100,000.
3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide the Mini Pitch at Palms Park, located in the city of Lakewood at 12305 207th Street, Lakewood, CA 90715 (the “Grant Project”).
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by the June 30, 2023.
5. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
 - (a) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space and time for such usage. At Foundation’s expense and time, Foundation will obtain all necessary permits and licenses required to host Special Events at Palms Park using the Mini Pitch. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
 - (b) In preparation for the Mini Pitch installation, Grantee will provide necessary access for the Foundation’s Vendor, which includes, but is not limited to, identification and communication of underground utilities or other access issues related to the Vendor’s ability to access the Mini Pitch location via forklift, temporary removal of chain link fencing, and providing access for freight truck delivery. Additionally, Grantee will complete electrical work to provide power to the Mini Pitch within 3 months of the installation completion, if not completed prior to the installation start date.

Should Grantee fail to provide such access and information, especially as it relates to underground utilities, the Foundation and Vendor shall not be responsible for damage caused by Vendor due to lack of such information.

- (c) Upon completion, the Mini Pitch, Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch.
- (d) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, the property on which the Mini Pitch will be installed.
- (e) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to allow successful completion of the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.

7. **Grantee Reports:**

- (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall complete to Foundation a report, provided by the Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
- (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
- (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.

8. **Publicity Material and Recognition:**

- (a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
- (b) The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.

- (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation.

9. **Awareness Opportunities:** Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), and/or that of its funding partners, on the surface of the Mini Pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install signs/banners on the premises on which the Mini Pitch is installed, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

10. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
11. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
12. **Absence of Warranties:** Foundation makes no representations or warranties of any kind, either express or implied, as to any matter including, but not limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the mini pitch or any component part thereof, or any other entities and their associated services. In no event will foundation be liable for any damages of any kind including, but not limited to, personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this agreement or performance of the obligations hereunder.
13. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.
14. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns ("Foundation Parties") from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) ("Claim" or "Claims") related to the Grant, the Mini Pitch or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person's use of the Mini Pitch, whether authorized or unauthorized, proper or improper. Grantee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 16 of this Agreement.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

15. **Insurance Requirements:** At all times while the Mini Pitch is in place, Grantee shall remain a self-insured entity within the state of California.

16. **Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
17. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.
18. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
19. **Attorneys' Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Foundation in connection with any litigation concerning this Agreement should Foundation prevail against Grantee in such litigation, whether commenced by Foundation or Grantee.
20. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
21. **Notices:** Any notices given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as provided or at such other address as Foundation may designate, or (b) if to Grantee, at the address of Grantee provided or at such other address as Grantee may designate.
22. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
23. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

U.S. Soccer Foundation

City of Lakewood

By: _____

By: _____

Name: Rob Kaler

Name: _____

Title: COO & General Counsel

Mayor, City of Lakewood

Date: _____

Date: _____

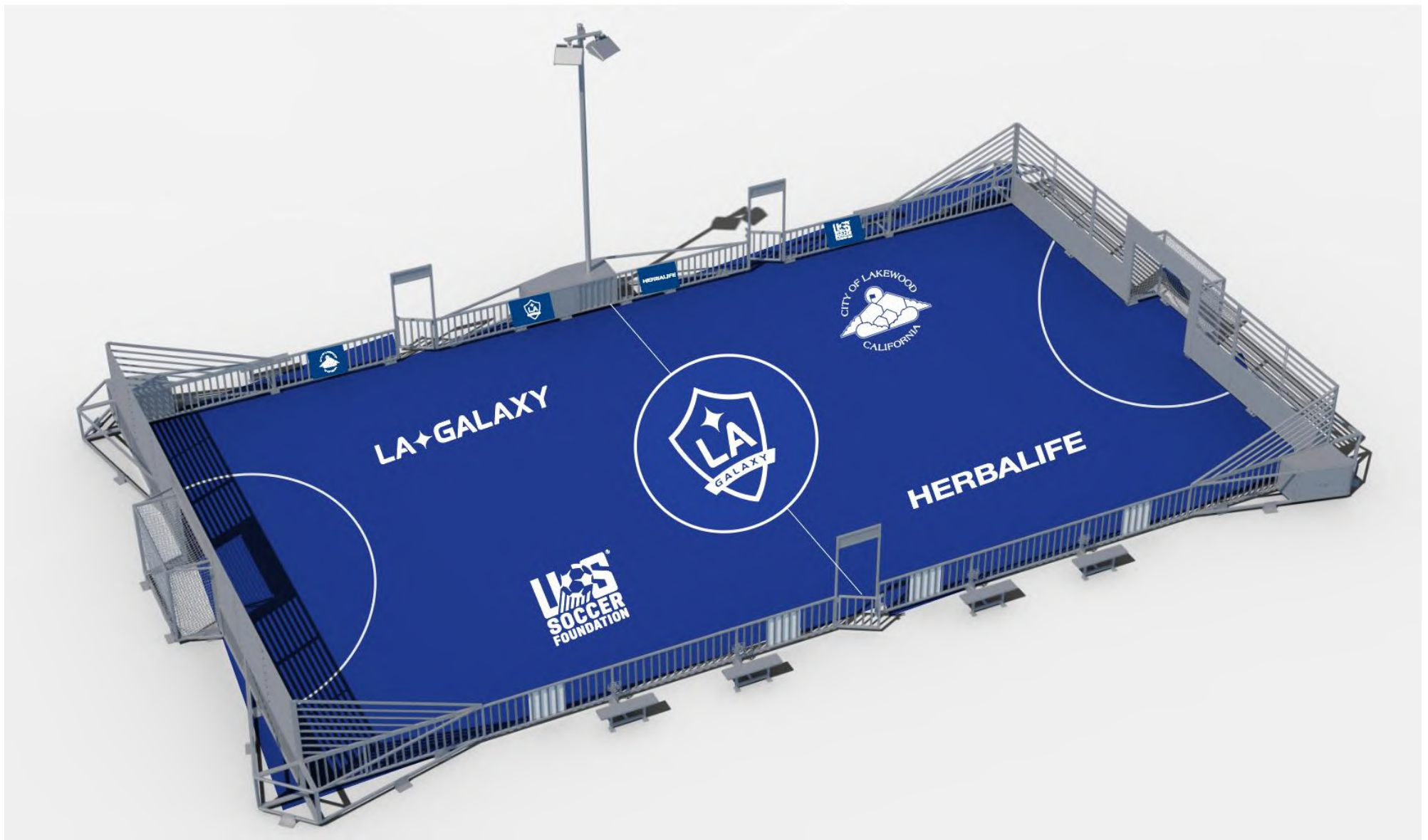
ATTACHMENT A



Proposed Site Plan – Palms Park Mini Pitch



Mock-Up – Palms Park Mini Pitch



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

Routine Items

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

DIVIDER SHEET

COUNCIL AGENDA

June 19, 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			
Michael Aguirre	Water Administration Manager	29B	06/17/2023
Derwin Dy	Assistant Director of Water Resources	40B	06/16/2023
Joseph Sheldon	Park Maintenance Lead Worker	18A	06/17/2023
2. PART-TIME EMPLOYEES			
A. Appointments			
David Arellano Barrera	Maintenance Services Aide III	B	06/12/2023
Christopher Martinez	Community Services Leader	B	06/11/2023
Marcus Mayhew	Community Services Officer I	B	06/12/2023
B. Changes			
Gregory Miller	Community Services Officer II Community Services Officer III	B to B	06/11/2023
Yvonne Galan	Support Services Clerk III Support Services Clerk	B to B	06/11/2023
Gregory Miller	Community Services Officer I Community Services Officer II	B to B	06/11/2023
C. Separations			
None			



Thaddeus McCormack
City Manager

RI-2

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

**CITY OF LAKEWOOD
FUND SUMMARY 6/15/2023**

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	273,842.33
1030	CDBG CURRENT YEAR	3,199.58
1050	COMMUNITY FACILITY	5,745.38
1623	LA CNTY MEASURE W	1,887.77
3070	PROPOSITION "C"	17.12
5010	GRAPHICS AND COPY CENTER	700.00
5020	CENTRAL STORES	1,081.30
5030	FLEET MAINTENANCE	5,236.39
7500	WATER UTILITY FUND	75,841.94
8020	LOCAL REHAB LOAN	17,861.00
8030	TRUST DEPOSIT	100.00
		385,512.81

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
06/15/2023	ADAMS-HILLERY SHARRON	3,199.58
06/15/2023	AIRE RITE A/C & REFRIGERATION INC	10,957.09
06/15/2023	ALL CITY MANAGEMENT SERVICES INC	11,122.89
06/15/2023	AMAZON CAPITAL SERVICES INC	387.12
06/15/2023	ARC DOCUMENT SOLUTIONS LLC	235.11
06/15/2023	ROSS AVIATION INVESTMENT LLC	6,371.21
06/15/2023	N. HARRIS COMPUTER CORPORATION	25,517.92
06/15/2023	BIG STUDIO INC	2,816.22
06/15/2023	BLUEALLY TECHNOLOGY SOLUTIONS	3,366.75
06/15/2023	CALIFORNIA STATE DEPT OF JUSTICE	832.00
06/15/2023	CINTAS CORPORATION	172.00
06/15/2023	COLLINS GROUP. THE	1,179.42
06/15/2023	COLOMRICAN INC	192.33
06/15/2023	DATA TICKET INC	200.00
06/15/2023	DEERE & COMPANY	75,600.23
06/15/2023	DUNRITE PEST CONTROL INC	260.00
06/15/2023	EAST LONG BEACH POOL SUPPLY	33.04
06/15/2023	ELITE SPECIAL EVENTS INC	2,725.00
06/15/2023	FERGUSON ENTERPRISES INC	3,783.00
06/15/2023	FLUE STEAM INC	85.00
06/15/2023	GANAHL LUMBER COMPANY	1.98
06/15/2023	GARIBALDO'S NURSERY	61.74
06/15/2023	HARA M LAWNMOWER CENTER	474.04
06/15/2023	HASS. BARBARA	1,131.00
06/15/2023	HOME DEPOT	3,052.75
06/15/2023	HOSE-MAN THE	253.16
06/15/2023	INFOSEND INC	5,145.14
06/15/2023	INTEGRA CLEAR CO	748.48
06/15/2023	JHM SUPPLY INC	134.01
06/15/2023	KICK IT UP KIDZ LLC	91.00
06/15/2023	NORTH AMERICAN YOUTH ACTIVITIES LLC	3,003.00
06/15/2023	LAKEWOOD. CITY OF	100.00
06/15/2023	LIFTECH ELEVATOR SERVICES INC	426.00
06/15/2023	LONG BEACH. CITY OF	306.93
06/15/2023	LOS ANGELES CO DIST ATTORNEY	12,337.29
06/15/2023	MC ENROE. BARBARA	585.00
06/15/2023	MILLER DON & SONS	189.88
06/15/2023	O'REILLY AUTOMOTIVE STORES INC	368.32
06/15/2023	OC VACUUM INC	6,558.50
06/15/2023	ODP BUSINESS SOLUTIONS LLC	129.65
06/15/2023	OPPENHEIMER INVESTIGATIONS GROUP LLP	1,618.00
06/15/2023	JOYCE LOU INC	575.00
06/15/2023	ORDWAY CORPORATION	700.00
06/15/2023	READWRITE EDUCATIONAL SOLUTIONS INC	217.75

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
06/15/2023	S & J SUPPLY CO	1,521.45
06/15/2023	SAL'S PLUMBING INC	135.00
06/15/2023	SITEONE LANDSCAPE SUPPLY LLC	5,045.51
06/15/2023	SKYHAWKS SPORTS ACADEMY LLC	871.65
06/15/2023	SMART & FINAL INC	394.92
06/15/2023	SO CALIF SECURITY CENTERS INC	102.29
06/15/2023	SOUTHERN CALIFORNIA EDISON CO	13,619.83
06/15/2023	SOUTHERN CALIFORNIA GAS CO	10,579.13
06/15/2023	SUNNY HILLS ASSOCIATES	4,421.00
06/15/2023	SUPERIOR COURT OF CALIFORNIA	7,917.50
06/15/2023	SUPERIOR COURT OF CALIFORNIA	11,235.00
06/15/2023	SYN-TECH SYSTEMS INC	4,383.14
06/15/2023	THURSTON ELEVATOR CONCEPTS INC	146.00
06/15/2023	TRACOM INC	1,887.77
06/15/2023	TUMBLE-N-KIDS INC	5,751.20
06/15/2023	UNDERGROUND SERVICE ALERT	319.50
06/15/2023	CELLCO PARTNERSHIP	612.40
06/15/2023	VOORHEES, RONDA	273.50
06/15/2023	WALTERS WHOLESALE ELECTRIC CO	3,971.77
06/15/2023	WATER SYSTEM SERVICES LLC	195.00
06/15/2023	WECK ANALYTICAL ENVIRONMENTAL SERVICES I	845.00
06/15/2023	WEST COAST ARBORISTS INC	79,410.00
06/15/2023	WILLDAN ASSOCIATES	20,952.00
06/15/2023	A MECHANICAL HEATING AND AIR INC	17,861.00
06/15/2023	BALTAZAR, PAUL JOHN	50.00
06/15/2023	BOOKOFF USA INC	1,994.23
06/15/2023	CABRERA, GINA	783.00
06/15/2023	COVARRUBIAS, PATRICIA	198.95
06/15/2023	EEC ENVIRONMENTAL	659.22
06/15/2023	FRISK, DUSTIN	186.85
06/15/2023	GRANADOS, ERASTO	100.00
06/15/2023	JANG, WILLIAM	50.00
06/15/2023	LAKESWOOD DENTAL & ORTHODONTICS	920.00
06/15/2023	LEON-URRUTIA, SONIA	100.00
06/15/2023	MURAKAMI, SEBASTIAN K	78.47
06/15/2023	PREAP, TERRY	146.00
06/15/2023	SAGALE, LORI	250.00
06/15/2023	SCOFIELD, CARL	50.00
06/15/2023	SEWARD, DANIELLE	250.00
Total:		385,512.81

DIVIDER SHEET

COUNCIL AGENDA

June 27, 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 committees: Water Resources, Audit, and Public Safety Committees.

STATEMENT OF FACT

On May 16, 2023 the Water Resources Committee met and discussed:

Approval of Amendment with CONSOR North America, Inc.

Staff requested approval of a 4th Amendment with CONSOR North America, Inc. for the Well 13A treatment plant project. Staff explained that the 1st Amendment was a time extension; 2nd Amendment had revisions, i.e., increases in cost; 3rd Amendment requested a time extension; and that the current proposed 4th Amendment is to request a budget amendment.

Approval of water rights license and agreement with the City of Whittier

Staff reported that the City of Whittier is requesting that the City of Lakewood lease enter into three separate water rights lease agreements, the first two of which have a zero sum effect on water rights between the two cities, with the last agreement involving the lease of water rights to the City of Whittier over a three year period in exchange for \$1,575,00.

Auditor Verification of city groundwater rights balance

Staff reported that in 2022 it was determined that the Water Replenishment District (WRD) inadvertently understated the city's available carryover water rights during prior years. Staff explained that as a result of these actions the city would benefit from an independent review and calculation of water rights. Staff reported that the Pun Group conducted an independent review and found that the city and WRD records matched, with no exceptions found.

FY 2023-24 Water Utility Budget Update

Staff updated the Committee on the revised Water Utility Budget, which included mid-year estimates for the revenue and expense budgets. In addition to the Water Fund summary, a snapshot of the 2023-24 Water Fund Revised Budget was provided to the Committee.

Other Communication

Member Croft thanked Water Resources Director Nguyen for his hard work organizing the multi-city coalition that aimed to reach a compromised agreement with WRD on the recent rate adjustment.

On May 25, 2023, the Audit Committee met and discussed:

Staff presented two proposed ordinances. The first was an overview of an ordinance that would allow for tax liens on properties with severely delinquent water service accounts. The second ordinance would allow the city to recover costs charged by outside firms hired to collect amounts owed to the city. This would be applicable to both water and non-water related collection items. The Committee recommended bringing both items to the full City Council.

On June 6, 2023 the Public Safety Committee met and discussed:

Community Organizations Fireworks Stands Update

Twenty-five organizations will return to operate booths for 2023. One organization informed staff this will be their final year. A drawing will be held in the fall to determine a replacement for the vacancy. Staff recommended for the committee to review permits and forward to the City Council for approval and issuance. Member Croft made a motion to approve staff's recommendation and Chairman Rogers seconded.

Film Permit Ordinance

Staff currently follows the California Film Commission's (CFC) model process to issue film permits. Details were discussed for the proposed ordinance that would provide a general outline for issuance of future permits. Staff recommended for the committee to review the proposed ordinance and recommend adoption by the City Council. Member Croft made a motion to approve staff's recommendation and Chairman Rogers seconded.

Crime Trends and Statistics

Overall, crime continues to decrease both citywide and at Lakewood Center Mall specifically. It was expressed that the continued and increased patrols provided by volunteers, LASD Deputies, City Public Safety staff and Mall Security has enhanced visibility, greatly helping in deterring thefts and other crimes.

Abatement Deputy Update

Updates were provided on several locations and encampments. Outreach services were offered in coordination with the Homeless Services Liaison and the Abatement Deputy.

Community Prosecutor Program Update

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

Public Safety Department Update

Catalytic converter events continue being offered to residents. Speed radar trailers have been deployed throughout the city. Data is collected and shared with deputies to create enforcement strategies. A hands-on emergency management meeting will be held in July.

Public Outreach

Illegal fireworks banners and messaging are active within the community. Free lawn signs will be distributed to residents to help discourage use of illegal fireworks. Staff will publicize Connect with Public Safety meetings as well.

Follow-Up Items

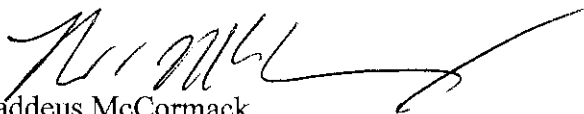
LASD has informed staff that the start of a dedicated Mental Evaluation Team has been postponed due to the existing moratorium on adding Deputy personnel to contract cities. Staff indicated that they will engage LASD command staff to see if there is a way to circumvent the moratorium.

Miscellaneous

Requested for Health Department permits be verified for pop-up vendors at Lakewood Mall and the YMCA.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

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

INTRODUCTION

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

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

STATEMENT OF FACT

The emergency work is estimated to cost approximately \$300,000, with the City's property insurance policy covering the amount. Since the last meeting, staff has been working closely with contractors and engineers to define the scope of the needed repairs, review new warranty terms, and gathering construction and installation proposals. Staff has several components of necessary equipment that has recently become available, while awaiting for additional equipment and contractors to provide labor proposals.

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

STAFF RECOMMENDATION

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


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-43

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED THIS 27TH DAY OF JUNE, 2023.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Amendment Number One to the Agreement with the Gateway Cities Council of Governments for the Implementation of the Gateway Cities Innovation Plan, and Approval of an Agreement with Adriana Lopez as the Local Coordinating Area 4 Homeless Services Liaison

INTRODUCTION

On April 26, 2022, City Council approved an agreement with the Gateway Cities Council of Governments (GCCOG), a California joint powers authority, to implement the Gateway Cities Innovation Plan to hire a Homeless Services Liaison to serve the Local Coordinating Area 4 cities of Hawaiian Gardens, Lakewood and Signal Hill. On September 27, 2022, City Council approved an agreement with Adriana Lopez to serve as the Homeless Services Liaison. The agreements with GCCOG and Ms. Lopez are set to expire June 30, 2023.

SUMMARY

The Homeless Services Liaison position under the Gateway Cities Innovation Plan is funded through the LA County Homeless Initiative using Measure H funds. The GCCOG has Innovation Plan funds available to continue to support and fund the Homeless Services Liaison position through December 31, 2023.

On June 21, 2023, the GCCOG Board approved an agreement amendment to extend the term of the agreement to implement the Gateway Cities Innovation Plan through December 31, 2023 to continue to funding the Homeless Services Liaison position.

Ms. Lopez has been serving as the Homeless Services Liaison on behalf of the Local Coordinating Area 4 (LCA 4) cities since mid-October 2022. She has successfully worked with staff and law enforcement of each city to address homelessness. She advocates for and connects homeless individuals with appropriate service providers by tracking requests, and has had several successes securing housing for individuals. She has facilitated and conducted various training sessions for city staff, businesses and other community groups. She regularly attends regional meetings with services providers and county agencies to advocate on behalf of cities to ensure an appropriate level of services are provided in each city and to stay current with current trends related to homeless services in LA County.

Her diligent work has made a positive impact in addressing homelessness and has been a value added benefit to each of the LCA 4 cities. Staff recommends an agreement with Ms. Lopez be approved to continue the Homeless Services Liaison position.

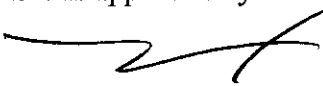
An additional allocation of Measure H funding is expected to be awarded in the next few months by the County to GCCOG to support local initiatives and projects to address homelessness. The LCA 4 Homeless Services Liaison would continue to be funded using this additional funding.

RECOMMENDATION

Staff recommends City Council:

1. Approve amendment number one to the agreement with Gateway Cities Council of Governments for the implementation of the Innovation Plan extending the term through December 31, 2023, and authorize the City Manager to sign the amendment in a form approved by the City Attorney;
2. Approve an agreement with Adriana Lopez to serve as the Local Coordinating Area 4 Homeless Services Liaison for the term of July 1, 2023 through June 30, 2024 and authorize the Mayor to sign the agreement as approved by the City Attorney.


Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager

**AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND CITY OF LAKEWOOD FOR IMPLEMENTATION OF
THE GATEWAY CITIES INNOVATION PLAN (LIAISON)**

This Amendment Number One ("Amendment") to the Professional Services Agreement ("Agreement") is entered into as of June 21, 2023 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and the City of Lakewood, a California municipal corporation ("Consultant").

1. Section I of the Agreement is amended to extend the term of the Agreement through December 31, 2023.
2. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

GCCOG

CONSULTANT

Ali Saleh, President

Thaddeus McCormack, City Manager

ATTEST

Nancy Pfeffer, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
ADRIANA LOPEZ**

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2023 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Adriana Lopez ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Scope of Services attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full. Work hours and days to be negotiated and mutually agreed upon by City and Consultant.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the scope of services in Exhibit A, at a rate of \$60.00 per hour.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give

written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

8. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees,

or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services

pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

15. NOTICES

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

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

To Consultant: Adriana Lopez
5541 Ravia Street
Lakewood, CA 90713

16. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

21. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

22. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

24. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement,

based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

Adriana Lopez

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Insurance Requirements

EXHIBIT A

Scope of Services

HOMELESS SERVICES LIAISON

Rate of Pay: \$60 per hour

Contract Position - Limited Term/No Benefits

This contract position is grant funded and currently available through June 30, 2024. Duration of this contract position may be extended if grant funding is extended. The Homeless Liaison will serve the cities of Hawaiian Gardens, Lakewood and Signal Hill.

Under general direction, the Homeless Services Liaison, serves as the cities of Hawaiian Gardens', Lakewood's, and Signal Hill's connection to other homeless service agencies; helps ensure direct services are met in the respective communities by creating connections with homeless individuals therein. Specifically, this contract position is responsible for working in coordination with the cities' homeless services staff and connecting with the Los Angeles County Departments of Public Health, Health Services and Mental Health, as well as the Los Angeles Homeless Services Authority (LAHSA), People Assisting the Homeless (PATH) and any other relevant entity or agency to further efforts in assisting homeless clients.

Examples of Duties

Duties may include, but are not limited to the following:

- Represents the cities of Hawaiian Gardens, Lakewood, and Signal Hill at public meetings, interagency planning meetings and other policy-related events and at Coordinated Entry System planning meetings as needed
- Provides communication between school communities
- Ensures County resources are working (shelters and services)
- Works closely with Los Angeles County Sheriff's Department or Signal Hill Police Department, public safety, code enforcement, or other city staffs
- Leads the network of local non-profit organizations such as PATH, Whole Child and LAHSA and City Departments concerned with or affected by homelessness to identify and respond to issues and needs, ranging from direct services and housing to policy
- Represents the Cities of Hawaiian Gardens, Lakewood, and Signal Hill's concerns at homeless services-related meetings in the Continuum of Care, Coalitions and Coordinated Entry System
- Represents Hawaiian Gardens, Lakewood, and Signal Hill at homeless committees and community meetings
- Maintains reports, logs and files and databases
- Documents and records information electronically and in written format

- Assists clients in connecting to appropriate service providers
- Conducts crisis intervention as needed
- May provide own transportation for work related travel as necessary
- Performs other related duties as assigned

Qualifications

EDUCATION & EXPERIENCE: Bachelor's degree from an accredited college or university in social services, human services, public or business administration or a closely related field and two years of applicable work experience providing case management, social services, and/or working with the homeless (individuals and/or families) in outreach and engagement services. Additional applicable work experience in providing case management, social services and/or working with the homeless in outreach and engagement services may be substituted for the education requirement. Experience with the Homeless Management Information System (HMIS) is strongly preferred.

LICENSE: Possession of a valid Class "C" operator's license issued by the California State Department of Motor Vehicles and a good driving record. Incumbents must carry active and adequate auto insurance of driving any vehicle not owned or leased by the cities of Hawaiian Gardens, Lakewood and Signal Hill.

KNOWLEDGE OF: Local, state, and federal homeless and housing policies; local homeless services and housing programs; substance abuse recovery, mental health and health care systems; procedures for planning, implementing, and maintaining a variety of homeless outreach and engagement services and programs; public speaking and communication skills; Windows Operating System, latest version of Microsoft Office (Word, Excel, PowerPoint, Access) Outlook and at least one database application; Homeless Management Information System (HMIS).

SKILLS AND ABILITIES TO: Communicate professionally and effectively both orally and in writing, with City Council, City leadership, City staff, community partners, non-profits and other organizations; engage in public speaking; work effectively with diverse constituencies ranging from homeless individuals to elected officials; establish and maintain positive working relationships with those you come in contact with; provide direct service to homeless individuals and/or families; communicate effectively with persons displaying psychological and substance-induced behaviors such as depression, anger and confusion; and operate a computer and demonstrate competency in database use.

PHYSICAL AND MENTAL DEMANDS/ ENVIRONMENTAL CONDITIONS: Ability to see and hear within normal ranges and dexterity to read, write, type, file, operate office equipment such as a computer, telephone, calculator, copier, fax machine, pencils, pens, scissors, stapler; ability to drive vehicle (city vehicle); communicate orally, in writing and over the telephone; understand written and verbal directions.; ability to lift and carry up to 25 pounds, stand, walk, and sit for extended periods of time, may walk on uneven surfaces; bend, stoop, kneel, crouch or crawl; work indoors and outdoors, when working outdoors, the incumbent may be exposed to heat and cold and the elements and may necessitate exposure to environmental factors.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of a Resolution Listing Proposed Projects using SB 1 FY 23-24 Funds

INTRODUCTION

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

STATEMENT OF FACTS

The City of Lakewood is projected to receive \$2,034,896 in RMRA funds in Fiscal Year 2023-2024. The City's Pavement Management System was used to assist, along with field review, in selecting and prioritizing the street segments to pave with the FY 23-24 funding.

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

Proposed Projects for FY 23-24:

Street and Project Description	Project Locations	Estimated Useful Life	Planned Const.	Estimated Cost
Sidewalk Repairs	City-wide locations determined in the FY 23/24 sidewalk management plan	25-50 Years	FY-24	\$586k
Street Pavement Maintenance	City-wide locations determined by staff inspections and resident reporting	25-30 Years	FY-24	\$400k
Traffic Control – signs, striping, etc.	City-wide locations determined by staff inspections and resident reporting	5-10 Years	FY-24	\$381k
Carson St. Overlay	1200 LF west of Paramount to 3150 LF east of Paramount	15 Years	FY-24	\$667k
			Total	\$2,034k

RMRA Resolution
June 13, 2023
Page Two

STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution that specifies the street segments to be repaved or other improvements using RMRA Fiscal Year 2023-2024 funds.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager



RESOLUTION NO. 2023-44

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL
YEAR 2024-24 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City will receive an estimated \$2,034,896 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

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

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

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

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

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

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

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Segment	Estimated Useful Life	Planned Const.	Est. Cost
Sidewalk Repairs	Approximately 2,400 documented locations within 22 grid sections in the city	25-50 Years	FY-24	\$586k
Street Pavement Maintenance	City-wide Locations determined by staff inspections and resident reporting	25-30 Years	FY-24	\$400k
Traffic Control – signs, striping, etc.	City-wide Locations determined by staff inspections and resident reporting	5-10 Years	FY-24	\$381k
Carson St Overlay	1200 LF west of Paramount to 3150 LF east of Paramount	15 Years	FY 24	\$667k
			Total	\$2,034k

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

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

ADOPTED AND APPROVED THIS 27TH DAY OF JUNE, 2023.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

Public Hearings

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Appeal of Conditional Use Permit No. 279, Amendment No. 3, 4311 South Street

INTRODUCTION

The appellant, Mr. Ernest J. Guadiana of Elkins Kalt Weintraub Reuben Gartside, LLP representing Shakouri Investment Group, LLC, is appealing the Planning and Environment Commission's (PEC) decision to approve Conditional Use Permit No. 279, Amendment No. 3 (CUP 279, A-3) to reconstruct and expand an existing carwash tunnel at an existing service station and to add a wall exceeding 7'-6" inches in height at 4311 South Street.

STATEMENT OF FACTS

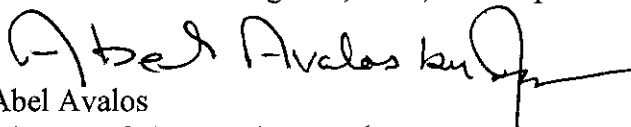
On May 4, 2023 the PEC conducted a public hearing for CUP 279, A-3 following the hearing, the PEC adopted Resolution No. 3-2023 approving CUP 279, A-3 and the Categorically Exemption (Categorically Exempt pursuant to Sections 15301, 15302.(b), and 15303.(e)). On May 25, 2023, a timely appeal of the PEC's approval of CUP 279, A-3 was submitted by the appellant (see attached letter dated May 25, 2023).

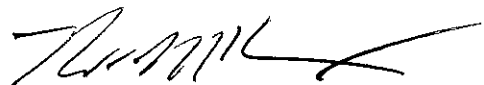
LMC Section 9407.5 states that the City Council may, by majority action at any time during the course of the review of a decision of the Planning Commission brought before it by either appeal or review, determine that a new hearing de novo should be heard for the purpose of taking new or additional evidence in respect to this matter. In such an event, a new hearing shall be set by the City Council, at which time the public will be entitled to appear to present new or additional evidence concerning this application.

On June 16, 2023, the appellant and counsel for the applicant submitted a joint letter requesting the City Council open the public hearing at its June 27, 2023 meeting and immediately adopt a motion to hear the appeal de novo on August 8, 2023 (see attached letter dated June 16, 2023).

RECOMMENDATION

Staff recommends the City Council set a public hearing de novo for CUP 279, A-3, pursuant to LMC Section 9407.5 on August 8, 2023, at 6:00 p.m.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

June 16, 2023

VIA ELECTRONIC MAIL ONLY

Mayor and Honorable City Councilmembers
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712
Email: CityCouncil@lakewoodcity.org

Paul Kuykendall AICP, Senior Planner
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712
Email: PKuykendall@lakewoodcity.org

Jo Mayberry, City Clerk
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712
Email: CityClerk@lakewoodcity.org

Frankie Griffiths, Assistant Planner
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712
Email: FGriffiths@lakewoodcity.org

Re: Applicant and Appellant's joint request to hear the appeal of Conditional Use Permit No. 279, Amendment No. 3 *de novo* and to set a hearing on the merits for August 8, 2023.

Mayor and Honorable City Councilmembers:

Our firm represents appellant Shakouri Investment Group, LLC in the appeal of Conditional Use Permit No. 279, Amendment No. 3 concerning 4311 South Street in Lakewood, California ("**Appeal**"). Alston & Bird LLP represents applicant Mohamad Elbiali. Staff intends to agendize the Appeal for the City Council's June 27, 2023, meeting.

The Lakewood Municipal Code ("LMC") provides that "the City Council may, by majority action at any time during the course of the review of a decision of the Planning Commission ... determine that a new hearing should be heard for the purpose of taking new or additional evidence...." LMC § 9407.5. It continues: "In such an event, a new hearing shall be set by the City Council...." *Id.*

Pursuant to this section, applicant and appellant jointly request that the City Council open the public hearing on June 27, 2023, and immediately adopt a motion to hear the Appeal *de novo*

and continue the hearing to August 8, 2023.¹ Applicant and appellant make this request for the purposes of providing new and additional evidence and in order to serve the convenience of the parties.

Should you have any questions regarding this request, please do not hesitate to contact applicant or appellant's attorneys.

Very truly yours,

A handwritten signature in blue ink, reading "Jackson D. McNeill". The signature is fluid and cursive, with a large loop at the beginning.

JACKSON D. MCNEILL
Elkins Kalt Weintraub Reuben Gartside LLP

JOINED ON BEHALF OF APPLICANT:

Very truly yours,

A handwritten signature in blue ink, reading "Jeffrey Carlin". The signature is cursive and somewhat stylized.

JEFFREY CARLIN
Alston & Bird LLP

cc: Ed Casey (ed.casey@alston.com)
Steve Skolnik (sskolniklaw@gmail.com)

¹ Per LMC section 9407.5, and based on conversations with counsel for the City of Lakewood, Steve Skolnik (copied here), we understand that, upon adopting a motion to hear the Appeal *de novo*, the Council cannot hear the Appeal immediately thereafter, but must set a new date to hear the Appeal on the merits.

DIVIDER SHEET

Legislation

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Proposed Ordinance - Third-Party Collection Fees

BACKGROUND

This is the second reading for the proposed ordinance. The item was presented for review and consideration at the June 13th City Council meeting.

The City Council Water Resources Committee reviewed and adopted utility billing collections guidelines and authorized staff to begin collection efforts on unpaid closed water accounts based on established criteria. As a result, staff initiated collection activities with Valley Collection Service, LLC (VCS). Subsequently, it was determined that in order for the City to recover collection costs charged by the firm (currently 15% of the collections amount) the City must have a specific ordinance in place. The 15% fee negotiated by staff is lower than the industry average as staff seeks to contain additional costs regardless of the payer.

Staff worked with the City Attorney to develop the attached draft ordinance. If adopted by the City Council, it would allow for the collection cost to be effectively “passed through” to the customer. The ordinance also allows for the same cost recovery provision if used in the collection of non-water related matters (i.e., trash service, parking citations, damage to city property, etc.). This ordinance is similar to Ordinance 2019-2 that allows the City to recover all costs associated with administrative citations. It was prompted by the City’s efforts in combating illegal fireworks.

Given the potential broader application of the ordinance, the Water Resources Committee recommended approval and recommended that staff also present it to the Audit Committee for review and consideration. Subsequently, they reviewed and recommended it for approval by the City Council.

RECOMMENDATION

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


Jose Gomez
Director of Finance and Administrative Services


Thaddeus McCormack
City Manager

ORDINANCE NO. 2023-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADDING NEW CHAPTER 6 TO ARTICLE I OF THE LAKEWOOD MUNICIPAL CODE REGARDING RECOVERY OF THE COST OF COLLECTING FUNDS OWED TO THE CITY

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

SECTION 1. The following new Chapter 6 is hereby added to Article I of the Lakewood Municipal Code:

CHAPTER 6
RECOVERY OF COSTS OF COLLECTING FUNDS OWED TO THE CITY

1600. RECOVERY OF COSTS OF COLLECTION. Any debt owed to the City may be sent to a third party collection agency, and all costs incurred for the collection of any such debt shall be added to the amount of the outstanding debt and recovered by the City.

SECTION 2. The City Council hereby declares it would have passed this Ordinance word by word, sentence by sentence, paragraph by paragraph and section by section, and hereby declares the provisions of this Ordinance are severable, and if for any reason any portion of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance. 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 said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this 27th day of June, 2023, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk

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

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Proposed Ordinance - Property Tax Liens for Delinquent Water Service Payments

BACKGROUND

This is the second reading for the proposed ordinance. The item was presented for review and consideration at the June 13th City Council meeting.

Passed in 2018, California Senate Bill (SB) 998 titled the “Water Shutoff Protection Act” changed the requirements and procedures for the discontinuation of water service to residential customers. A section of the bill addressing landlord-tenant relationships allows for accounts to be opened under the name of a tenant, without requiring payment of past due charges owed by the landlord. This has created a potential loophole in the law where, to avoid paying past due balances, a landlord could have a tenant start service in the tenants’ name. This leaves the City without the ability to shut-off the water service as a way collect the unpaid balance from the landlord. The only recourse the City would have against the landlord at that point would be to send the unpaid balance to an outside agency for collection efforts.

The proposed ordinance would also allow the City, with City Council authorization, to place the landlord’s unpaid balance as a lien on their property and collect via the annual property tax bill issued by the Los Angeles County Property Tax Collector. This process is similar to the City’s current assessment and collection of unpaid trash service balances.

ADDITIONAL INFORMATION

While SB 998 was scheduled to take effect several years ago, at the onset of the COVID-19 pandemic Governor Newsom issued an executive order in March 2020 prohibiting water utilities from conducting shut-offs and the notice provisions included in SB 998. In October 2022 the State formally announced the end to the COVID-19 State of Emergency effective February 28, 2023. As a result, staff is initiating the delinquency and shut-off processes for the first time in three years and anticipates needing additional collection efforts tools.

Despite providing utility assistance program awareness and informational letters to customers, there are a number of water accounts that have accumulated large past due balances. As shut-offs resume, staff is concerned that current account holders may use the SB 998 loophole mentioned above to prevent shut-off and avoid paying past due balances. Staff worked with the City Attorney in developing the proposed ordinance (attached) that allows for property tax liens. The Audit Committee reviewed the ordinance and recommended approval by the City Council.

RECOMMENDATION

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

A handwritten signature in blue ink, appearing to be 'JG'.

Jose Gomez
Director of Finance and Administrative Services

A handwritten signature in black ink, appearing to be 'T McCormack'.

Thaddeus McCormack
City Manager

ORDINANCE NO. 2023-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADDING NEW SECTION 7515 TO THE
LAKEWOOD MUNICIPAL CODE REGARDING LIENS FOR
DELINQUENT PAYMENTS FOR WATER SERVICE

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

SECTION 1. The following new Section 7515 is hereby added to Chapter 5 of Article VII
of the Lakewood Municipal Code:

7515. The City Council shall set the charges for the providing of water services, and may revise those charges, in the manner prescribed by State law. Pursuant to the authority set forth in Section 54354 of the California Government Code, delinquent charges shall constitute a lien on the property served. The City shall establish and enforce any such lien in compliance with the procedures set forth in said Section 54354, et seq.

SECTION 2. The City Council hereby declares it would have passed this Ordinance word by word, sentence by sentence, paragraph by paragraph and section by section, and hereby declares the provisions of this Ordinance are severable, and if for any reason any portion of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance. 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 said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this 27th day of June, 2023, by the following roll call vote:

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

Mayor

Ordinance No. 2023-4
Page 2

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Proposed Ordinance – Filming Permits

BACKGROUND

This is the second reading for the proposed ordinance. The item was presented for review and consideration at the June 13th City Council meeting.

The City issues filming permits throughout the year to various commercial and non-commercial applicants. As a result of some recent permit requests, Staff has recognized the benefit of better defining filming parameters for those seeking a permit. Consequently, staff reviewed filming permit requirements in neighboring cities and engaged in a conversation with the California Film Commission (CFC). As directed by State law, the CFC generates a “model process for granting film permits” for local municipality consideration. The CFC’s objective is to have a uniform standard for film permitting across the State, thus encouraging filming in California.

In an effort to properly oversee and ensure that filming does not adversely impact residents and businesses, it is best practice and recommended that the City formally incorporate the film permitting process into the municipal code. Before doing so, State law requires that cities consult with the CFC and provide them with draft documents affecting the City’s filming policy. While this process does not mandate cities to adopt CFC’s recommendations, it calls for cities to consider the CFC’s comments. Staff has done so and had a positive exchange of ideas that are mutually beneficial.

Many cities, especially those in the greater Los Angeles area, use the CFC’s model process as the foundation of their film permitting ordinances. Since staff has already been following the CFC’s model process to issue film permits, they are familiar with the process and formal adoption would have minimal impact on the City’s current film permitting process. The proposed ordinance provides the general outline for the issuance of a film permit (e.g. defining types of filming requiring a permit, authority to issue a permit, liability and insurance requirements, etc.).

For specific filming rules and regulations (e.g. filming hours and frequency restrictions, fees, and neighborhood notification requirements), the ordinance calls for those standards to be defined via a resolution that allows the City to modify filming rules and regulations on more expedient and less restrictive basis, if needed. At the June 13th City Council meeting, the proposed resolution (attached) was included in draft form along with the introduction of the ordinance. Tonight’s presentation of the resolution is for formal consideration in conjunction with the second reading of the ordinance.

RECOMMENDATION

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



Jose Gomez
Director of Finance and Administrative Services



Thaddeus McCormack
City Manager

RESOLUTION NO. 2023-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD PERTAINING TO RULES AND REGULATIONS
OF FILMING IN THE CITY OF LAKEWOOD

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

SECTION 1. Establishing the rules and regulations of filming to read as follows:

A. General Guidelines for Filming:

1. All film permit applications will be submitted to the Finance and Administrative Services Department for review. Incomplete permit applications will not be considered.
2. An applicant will be required to submit a completed permit application at least three (3) business days prior to the date of the requested production activity. If such activity interferes with traffic or involves potential public safety hazards, an application may be required at least seven (7) business days in advance.
3. Film Permit Fee: \$470
4. Film Traffic and Parking Plan Approval (If Necessary): \$315
5. Business License Required: \$85 + \$5 per cast/crew member

B. Specific Guidelines for Filming:

1. Filming Hours - Residential Zoned Areas: Any filming at a residential location or within 200 ft. of a residential location shall have filming hours of 7:00am-7:00pm.
2. Filming Hours – Commercial or Industrial Zoned Areas: Any filming in commercial or industrial zoned areas, not within 200 ft. of a residential location, shall have filming hours of 7:00am-10:00pm.
3. Filming Hours Extended: If the applicant requests filming hours outside the times stated in B.1 or B.2, the applicant is required to obtain signature approval from all contiguous residents and/or merchants and approval from 80% of residents and/or merchants within 200 ft. of the film location for the proposed hours.
4. Filming Days – Residential Zoned Areas: No filming at a residential location or within 200 ft. of a residential location shall exceed ten (10) days, including set-up and breakdown days, per

12-month period or exceed seven (7) consecutive days of filming including set-up and breakdown days.

5. Filming Days Extended: If the applicant requests filming days more than those stated in B.4 the applicant is required to obtain signature approval from all contiguous residents and/or merchants and approval from 80% of residents and/or merchants within 200 ft. of the film location for the proposed dates.
6. Notification: All residents and/or merchants within a 200 ft. of the film location must receive a notice of filming stating dates, times, location address, production company contact information, and City contact information at least 24 hours prior to the first film activity.
7. Parking: When parking production vehicles on a public street, residents and merchants impacted by the parking must receive notice at least 24 hours prior to the arrival of the vehicles. All vehicles must park in compliance to all Federal, State, County, and City laws and regulations including the American Disability Act, street sweeping, and gross vehicle weight restrictions.
8. Extraordinary Activities: The City may require a survey and/or approval of affected residents and/or businesses within a 500 ft. radius when the filming includes extraordinary activities such as a street closure, “no parking” signs, pyrotechnics, excessive noise, low-flying helicopters or drones, or staged violence, fights, or crime.
9. Clean up: The permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of filming at the scene and restored to the original condition before leaving the site.
10. Filming on Private Property: An applicant is required to obtain the property owner’s permission, consent and signed location agreement, in addition to a film permit, for use of the property not owned or controlled by the City.
11. Filming on City Property: To minimize disruption to patrons and residents using City property and services, an applicant may be required to obtain City permission to film on City property e.g. parks, pools, City facilities, etc. prior to filming.
12. Public Works Department (Road and Streets): If the applicant must park equipment, trucks, and/or cars in zones that will not permit it, temporary “No Parking” signs must be posted with approval of the City’s Public Works Department. The applicant must also obtain permission to lay and safely mat cable across sidewalks or from generators to service points.
13. Traffic Control: For filming that would impair traffic flow, an applicant must use the Los

Angeles County Sheriff personnel and comply with all traffic control requirements deemed necessary.

- a. An applicant shall furnish and install advance warning signs and any other traffic control devices in conformance with the Manual of Traffic Controls, State of California Department of Transportation. All appropriate safety precautions must be taken.
 - b. For any lane closure or intermittent traffic control (ITC), the period of time that traffic may be restricted will be determined by the City, based on traffic volumes for location and time of day. For state-owned freeways and roads, lane closures and ITC will be determined by Caltrans.
 - c. Traffic shall not be detoured across a double line without prior approval of the appropriate City Public Works Department representative.
 - d. Unless authorized by the City or Caltrans, camera cars must be driven in the direction of traffic and must observe all traffic laws.
 - e. Any emergency roadwork or construction by City or County crews and/or private contractors, under permit or contract to the appropriate department, shall have priority over filming activities.
14. Municipal Parking Lots: When parking in a municipal parking lot, an applicant may be billed according to the current rate schedule established by the City.
15. Code of Conduct: All applicants must follow the FilmLA Filmmakers' Code of Professional Responsibility. A copy of the code will be presented to applicants prior to issuance of a permit.

SECTION 2. Effective date of this resolution will be the same as the effective date of Ordinance No. 2023-5.

ADOPTED AND APPROVED THIS 27TH DAY OF JUNE, 2023.

Mayor

ATTEST:

City Clerk



FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

FilmLA.com

Dear Neighbors:

At FilmLA, we work to create an environment where on-location filming is conducted with professionalism and courtesy. Our mission is to coordinate permits for on-location filming in a way that minimizes the impact of film production on your neighborhood. Production companies should strive to adhere to this Filmmakers' Code of Professional Responsibility. If you find a production company is not complying with the provisions below, please call us at **213.977.8600**, day or night.

Dear Filmmakers:

You can count on FilmLA to apply our knowledge and expertise to help you film in local neighborhoods. Maintaining a positive working relationship with community members will help ensure continued access to the greatest variety of locations. As a guest in area neighborhoods, you are obligated to treat the public and the location with courtesy. The provisions in this code are a part of your permit.

1

The production company must comply with the provisions of the film permit at all times.

2

The Filmmakers' Code of Professional Responsibility will be attached to every permit, and both must be shown to any member of the public that asks to see them.

3

Productions arriving on-location in or near a residential neighborhood shall enter the area no earlier than the time stipulated on the permit.

4

Moving or towing vehicles is prohibited without the permission of the local municipality or the vehicle owner.

5

Cast and crew must observe designated parking areas. Parking of cast and crew vehicles on public streets is prohibited unless authorized by the film permit.

6

Parking on both sides of public streets is prohibited unless specifically authorized by the film permit.

7

Production vehicles may not block driveways without the express permission of the local municipality or the driveway owner.

8

Noise levels should be kept as low as possible. Generators and vehicles producing exhaust should be placed as far as practical from residential buildings. Do not let engines run unnecessarily.

9

Cast and crew are to remain on or near the area that has been permitted. Do not trespass onto neighboring residential or commercial property.

10

Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

11

Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and property owner.

12

If not specified in the permit, an area for meal service and consumption must be designated. All trash must be disposed of properly upon completion of the meal.

13

All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

14

Crew members should not display signs, posters or pictures that do not reflect common sense and good taste.

15

Cast and crew shall refrain from using lewd or offensive language within earshot of the general public.

16

Cast and crew must not bring guests or pets to the location, unless expressly authorized by the permit.

17

All catering, crafts service, construction, strike and personal trash must be removed from the location.

18

All signs removed (or erected) for filming purposes must be replaced (or removed) after use of the location unless otherwise stipulated by the location agreement or permit.

19

When departing the location, all signs posted to direct production company personnel to the location must be removed.

20

When production ID passes are issued, every crew member must wear the pass while on-location.

ORDINANCE NO. 2023-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADDING NEW CHAPTER 11 TO ARTICLE VI OF
THE LAKEWOOD MUNICIPAL CODE REGARDING FILMING
PERMITS

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

SECTION 1. The following new Chapter 11 is hereby added to Article VI of the
Lakewood Municipal Code:

CHAPTER 11
FILMING PERMITS

6940. DEFINITIONS.

- a. “Motion picture, television, still photography” shall mean and include all activity attendant to staging or shooting commercial motion pictures, television shows or programs, commercials, digital media, still photography and student films produced to satisfy a post-secondary school course requirement at an educational institution in any medium including film, tape or digital format.
- b. “Charitable films” shall mean commercials, motion pictures, television, digital media or still photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, or photos.
- c. “News Media” shall mean the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcasts (“breaking news”) or reporting for print media by reporters, photographers or camerapersons.
- d. “Studio” shall mean a fixed place of business licensed and approved for such use by the City where filming activities (motion or still photography) are regularly conducted upon the premises.

6941. PERMITS AND EXEMPTIONS.

- a. Permit required: No person shall use any public or private property, facility or residence for the purpose of taking motion pictures, television, digital media or

commercial still photography without first applying for and receiving a permit from the City Manager or his/her designee.

b. Exemptions:

- 1) The provisions of this Chapter shall not apply to or affect reporters, photographers or camerapersons in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
- 2) The recording of visual images (motion or still photography) solely for private personal use, and not for commercial use.
- 3) Filming activities (motion or still photography) conducted at a studio.

6942. RULES AND REGULATIONS.

- a. Rules: The City Council shall establish, by Resolution, rules and regulations governing the form, time, and location of any film activity set forth within the City. The rules and regulations shall be based upon the following criteria:
- 1) The health and safety of all persons;
 - 2) Mitigation of disruption to all persons within the affected area;
 - 3) The safety of property within the City/County; and
 - 4) Traffic congestion at particular locations within the City/County.

6943. APPLICANTS AND ISSUANCE.

- a. Issuing Authority: The issuing authority shall be the City Manager or his/her designee.
- b. Applications: The following information shall be included in the application:
- 1) The name of the owner, the address and telephone number of the place at which the activity is to be conducted;
 - 2) The specific location at such address or place;
 - 3) The inclusive hours and dates such activity will occur;
 - 4) A general statement describing the character or nature of the proposed

filming activities;

- 5) The name, address, email address, and cell phone number of the person or persons in charge of such filming activity;
 - 6) The exact number of personnel to be involved;
 - 7) Activity which may cause public alarm, such as the use of any animals, gunfire or pyrotechnics, low flying helicopters and/or unmanned aircraft systems (drones);
 - 8) The exact amount/type of vehicles/equipment to be employed along with a parking plan; and
 - 9) All applicable documentation (remote pilot certificate, UAS registration certificate, waivers, description of flight operations, etc.) if a UAS (drone) is being used.
 - 10) Any additional information as the City Manager or his/her designee may reasonably require.
- c. Fee Schedule: Fee schedule shall be set by City Council Resolution. Charitable films as defined in this Chapter are exempt from paying permitting fees, but may be required to pay for other costs incurred by the City.
- d. Reimbursement for Costs: Notwithstanding any other provisions of this Chapter, any permittee for a filming activity shall reimburse the City for all costs incurred by City, the amount of which shall be determined by the City Manager or his/her designee, or any City personnel or equipment provided to the applicant for the purpose of assisting or providing security or protection to the applicant for activities conducted under the permit.
- e. Change of Date: Upon the request of the applicant, the issuing authority shall have the power, upon a showing of good cause, to change the date for which the permit has been issued, provided established limitations are complied with in respect to time and location.

6944. LIABILITY PROVISIONS.

- a. Liability Insurance: Before a permit is issued, a certificate of insurance will be required in an amount to be determined by the City Manager or his/her designee naming the City of Lakewood as additional insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage. Separate aerial coverage shall be required for the use of helicopters and/or drones.

City officers and employees shall also be named as additional insured. An applicant must provide evidence of insurance coverage that will not expire until the completion of all planned production activities, including the strike and restoration of all locations. A copy of the certificate will remain on file.

- b. Worker's Compensation Insurance: An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a permit.
- c. Hold Harmless Agreement: An applicant shall execute a hold harmless agreement as provided by the City prior to the issuance of a permit under this ordinance. (The hold harmless agreement may be included in the terms and conditions of the permit.)
- d. Security Deposit: To ensure cleanup and restoration of location sites, an applicant may be required to submit a refundable deposit (amount determined by the City Manager or his/her designee). Upon completion of filming and inspection of the site by the City, if no verifiable damage has occurred, the security deposit shall be returned to the applicant.

6945. VIOLATIONS.

If an applicant violates any provisions of this ordinance or a permit issued pursuant thereto, the City may provide the applicant with verbal or written notice of such violation. If the applicant fails to correct the violation, the City may revoke the permit and all activity must cease. Each day during which any violation is committed or permitted shall constitute a separate violation.

Two violations in a 12-month period at a property or by a permittee shall trigger a 12-month ban against obtaining a filming permit at such property and for the person holding a permit for either of the filming events during which a violation occurred. Any subsequent violation during the period of such 12-month ban, whether at the subject property or by the subject person, shall result in an extension of such ban for two years from the date of such subsequent violation, applicable to both the subject property and person.

SECTION 2. The City Council hereby declares it would have passed this Ordinance word by word, sentence by sentence, paragraph by paragraph and section by section, and hereby declares the provisions of this Ordinance are severable, and if for any reason any portion of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance. 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 said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this 27th day of June, 2023, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk

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

Reports

COUNCIL AGENDA

June 27, 2023

TO: Honorable Mayor and City Council

SUBJECT: Award of Construction Bid to All Cities Engineering Inc. for FY 2024 Watermain Replacement - PW Project 23-07

INTRODUCTION

Undersized cast iron water mains constructed during the 1950's will be replaced with eight-inch diameter PVC water pipe in the area bound by Candlewood, Del Amo, Obispo and Downey. The project includes the installation of new water mains, valves, fire hydrants, service lines, and will improve water quality, serviceability, fire protection and water supply reliability to the area.

STATEMENT OF FACT

The project provides for the replacement of two miles of water mains in the residential streets listed in the below table.

Watermain Replacement Streets

Street	Between	And
Del Amo NSR	Obispo	Downey
Silva St	Obispo	Downey
Eckleson	Obispo	Downey
Yearling	Obispo	Downey
Hardwick	Obispo	Downey
Levelside	Hardwick	Candlewood
Klondike	Hardwick	Candlewood
Bixler	Hardwick	Klondike
Downey WSR	Hardwick	Candlewood

The City Clerk received and opened seven bids for this project on June 2, 2023. Following is the bid summary:

RANK	BIDDER	CITY	BID AMOUNT
1	All Cities Engineering, Inc.	Jurupa Valley	\$3,799,175
2	Big Ben Engineering	Irvine	\$3,858,200
3	CEM Construction	Montebello	\$3,888,950
4	Stephen Doreck Equip Rents	Pico Rivera	\$4,170,050

RANK	BIDDER	CITY	BID AMOUNT
5	Doty Bros Equipment	Norwalk	\$4,293,384
6	Kana Pipeline, Inc	Riverside	\$5,220,940
7	Canyon Springs Enterprises	Temecula	\$7,292,600

The lowest responsible bidder is All Cities Engineering, with a bid amount of \$3,799,175. Staff has verified with the State Contractors License Board that All Cities Engineering, Inc. is properly licensed for this type of work. Reference checks were favorable for All Cities Engineering. Project work is anticipated to commence in July and be completed in December 2023.

At its June 20, 2023 meeting, the Water Committee discussed this item and supported staff recommendation. The Water Enterprise Fund FY 2024 Budget provides adequate funding for this project.

RECOMMENDATION

Staff recommends that the City Council:

1. Award a contract for "Watermain Replacement FY24 - PW Project 23-07" in the amount of \$3,799,175 to All Cities Engineering of Jurupa Valley and authorize the Mayor to sign the contract in a form approved by the City Attorney.
2. Authorize staff to approve a cumulative total of change orders as needed not to exceed \$350,000.
3. Adopt the plans, specifications and working details for "Watermain Replacement FY24 - PW Project 23-07."
4. Appropriate a total of \$4,350,000 from the Water Enterprise Fund and authorize staff to approve services for inspection, soil compaction and miscellaneous tests as necessary for the corresponding project.



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



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: Honorable Mayor and City Council

SUBJECT: Approval of Professional Services Agreement with Wood Rodgers, Inc. for Well 22 Comprehensive Site Assessment and Hydrogeologic Services for Well Drilling and Construction Support

INTRODUCTION

Lakewood Water Resources Department is seeking a qualified and experienced firm to provide professional engineering services to perform a Comprehensive Site Assessment for the existing Plant 22 site to determine the best and highest use for the City's water operations. The project includes conducting an evaluation of the existing well site and facilities, the City's long-term water operational needs, and provide complete engineering services for:

- 1) Comprehensive site assessment to determine the best and highest use of the exiting Well 22 site;
- 2) Cost benefit analysis of existing 2.5 MG concrete reservoir for repair work to resume operations vs. construction of a new reservoir including engineer's estimate of probable construction costs; and
- 3) Hydrogeologic services for drilling and construction support for a replacement for Well 22 located onsite with a maximum sustained pumping capacity (2,500 – 3,000 gpm preferred).

STATEMENT OF FACT

The City's water distribution system includes Plant 22 facility, which has the existing Well 22A, a 2.5-million-gallon (MG) storage reservoir and a booster pump station. Plant 22 is located at the Southwest corner of Candlewood Street and Downey Avenue. Well 22 was installed in 1996 with a design capacity of 3,000 gallons per minute (gpm), however, due to sand production, the City had to operate the well at reduced flow rate. In 2011, it was determined that the gravel installed was the incorrect size. A 12-inch gravel envelop gradation with smaller diameter filter pack was installed in July 2012. The sanding issue was reduced and Well 22 was placed back into service in November 2012 with an average pumping capacity of 800 gpm. However, in February 2023, Well 22 was placed on standby after experiencing elevated levels of arsenic. Historical water quality also indicated taste and odor issues.

Plant 22 site includes a 2.5 MG partially-buried concrete reservoir constructed in 1954. In 2017, the City discovered that existing leaks in the reservoir were not fixable, and therefore, the reservoir was taken out of service. The City subsequently bypassed the reservoir and delivered water from Well 22 directly into the distribution system until February 2023, when Well 22 was placed on standby mode.

Plant 22 also includes four (4) booster pumps that pump water from the reservoir into the distribution system. The pumps were installed in 1990, with individual pump capacity range of 750-1,350 gpm for a total combined capacity of 3,975 gpm. Since the reservoir is currently not in service, the booster pumps are also not in service.

On April 13, 2023, the City issued a Request for Proposal to provide Professional Engineering Services for Well 22 Comprehensive Site Assessment and Hydrogeologic Services for Well Drilling and Construction Support and on May 11, 2023, four (4) proposals were received from qualified and experienced consulting firms. Staff reviewed the proposals for technical competence, staffing capacity, project approach, past performance, quality/cost control and ability to meet the required project schedule and ranked them as follows:

RANK	CONSULTING FIRM
1	Wood Rodgers, Inc.
2	Cannon Corporation
3	Stetson Engineers, Inc.
4	Engeo, Inc.

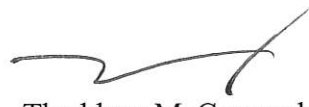
Wood Rodgers, Inc. is recommended to provide the services required for this project based on the qualifications of their staff and related experience in providing similar services for municipal agencies. Staff contacted reference agencies and all respondents reported that Wood Rodgers provided quality engineering services. At its June 20, 2023 meeting, the Water Committee discussed this item and supported staff recommendation. The Water Enterprise Fund FY 2024 Budget provides adequate funding for this project

RECOMMENDATION

Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Wood Rodgers, Inc. for Well 22 Comprehensive Site Assessment and Hydrogeologic Services for Well Drilling and Construction Support in a not-to-exceed amount of \$410,395 including a 10% contingency of \$41,039.50 and authorize the Mayor to sign the corresponding agreement in a form approved by the City Attorney.
2. Appropriate a total of \$451,434.50 from the Water Enterprise Fund FY 2024 Budget for the corresponding project.


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


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH WOOD RODGERS, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of June 27, 2023 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Wood Rodgers, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2024, and may be renewed by City with the concurrence of Contractor for any successive one or two-year term, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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.

3. CITY MANAGEMENT

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

4. 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 \$410,395.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in
- C. writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- D. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this

Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by giving at least thirty (30) days prior written notice to Contractor. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

6. 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.

7. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or

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

8. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under

Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subConsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subConsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, subcontractor, or subConsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subConsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subConsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

15. NOTICES

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

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, CA 90712
 Attention: Director of Water Resources

To Consultant: Wood Rodgers, Inc.
 3301 C Street, Bldg 100-B
 Sacramento, CA 95816
 Attention: Kevin Gustorf, P.E.

16. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subConsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subConsultant, a copy of the proposed written contract between Consultant and such subcontractor or subConsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subConsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

21. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

22. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

24. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction

shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A
Exhibit B

Consultant's Proposal
Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL

SECTION 11 | Scope of Work and Methodology

Project Understanding

The City of Lakewood (City) is located about 20 miles southeast of the City of Los Angeles, and has an area of about 9.5 square miles surrounded by: Long Beach on its southwest and west sides; Cypress and Hawaiian Gardens on its east side; Cerritos on its northeast side; and Bellflower on its north side. As of April 2020, the U.S. Census Bureau estimated population as approximately 82,500.

Water service to the City is provided by the City's Department of Water Resources and the Golden State Water Company (GSWC). The City provides water service west of the San Gabriel River (74 percent of the total population within the City of Lakewood's municipal boundaries) and GSWC provides water service east of the San Gabriel River (26 percent of the total population within the City of Lakewood's municipal boundaries).

The City's main source of water is groundwater from the Central Basin, but it also uses recycled water and can obtain treated imported water from MWD and purchased water from neighboring agencies, if needed. Groundwater production in the Central Basin is restricted to adjudicated rights fixed by the Central Basin Judgment and managed by a court-appointed Watermaster. The Central Basin Judgment limits the annual amount of groundwater each party to the Judgment may extract from the Central Basin. The limit is referred to as an "Allowed Pumping Allocation" (APA). The City's current APA in the Central Basin is 9,432 AF (as of fiscal year 2016-17).

The City's water distribution system includes a facility titled Plant 22, which includes a groundwater well, a 2.5-million-gallon (MG) storage reservoir, and a booster pump station. Plant 22 is located at the southwest corner of Candlewood Street and Downey Avenue. Well 22 was installed in 1996 with a design capacity of 3,000 gallons per minute (gpm), however, due to sand production, the City had to operate the well at reduced flow rate. In 2011, it was determined that the gravel installed was the incorrect size. A 12-inch gravel envelope gradation with smaller diameter filter pack was installed in July 2012. The sanding issue was reduced and Well 22 was placed back into service in November 2012 with an average pumping capacity of 800 gpm. However, in February 2023, Well 22 was placed on standby after experiencing elevated levels of arsenic. Historical water quality also indicated taste and odor issues. Well 22's "standby" status will remain until the completion of this project.

The Plant 22 site includes a 2.5 MG partially-buried concrete reservoir constructed in 1954. In 2017, the City discovered that existing leaks in the reservoir were not fixable, and therefore the reservoir was taken out of service. The City subsequently bypassed the reservoir and delivered water from Well 22 directly into the distribution system until February 2023, when Well 22 was placed on standby mode.

Plant 22 also includes four (4) booster pumps that pump water from the reservoir into the distribution system. The pumps were installed in 1990, with individual pump capacity range of 750 – 1,350 gpm, for a total combined capacity of 3,975 gpm. Since the

reservoir is currently not in service, the booster pumps are also not in service.

The City seeks to contract with a qualified and experienced firm to provide professional engineering services to perform a Comprehensive Site Assessment for the existing Plant 22 site to determine the best and highest use for the City's water operations (Project). The Project includes conducting an evaluation of the existing well site and facilities, the City's long-term water operational needs, and provide complete engineering services for the following:

- **Comprehensive site assessment** to determine best and highest use of existing Well 22 site;
- **Cost benefit analysis** of existing 2.5 MG concrete reservoir for repair work to resume operation vs. construction of a new reservoir including engineer's estimate of probably construction costs; and
- **Hydrogeologic services** for the drilling and construction support for a replacement for Well 22 located on site with a maximum sustained pumping capacity (2,500-3,000 gpm preferred).

Project Approach / Methodology

Local Hydrogeology Conditions

The City of Lakewood is located within the southern portion of the Central Subbasin of the Coastal Plain of Los Angeles Groundwater Basin (i.e., Central Basin). The Central Basin is divided into four areas: the Los Angeles and Montebello Forebay; the Whittier Area; and the Pressure Area. The forebays are areas in which groundwater flow is less impeded by fine-grained sediments, allowing for a more direct hydraulic connection between the shallow and deep aquifers and, as such, are areas of recharge to the Central Basin. The Montebello Forebay is where the San Gabriel and Rio Hondo Rivers enter the Central Basin through the Whittier Narrows, and it is known as the most significant area of natural recharge to the Central Basin's aquifers. The Whittier and Pressure Areas are generally characterized by the presence of fine sediments (i.e., silt and clay) which impede vertical groundwater flow, forming confined aquifer systems that are primarily recharged by the forebays. The proposed Well 22B site is located within the southern portion of the Pressure Area, which is the largest of all the divisions within the Central Basin.

The sediments that fill the Central Basin are Tertiary and Quaternary marine and non-marine alluvial materials consisting of alternating layers of permeable sands and gravels, as well as semi-permeable to impermeable sandy clay and clay in varying proportions (California Department of Water Resources 2003 (DWR, 2003)). Where these sediments are saturated and of sufficient permeability and thickness to provide economically viable quantities of water to wells, they form the Central Basin's aquifers. The two primary water-bearing geologic formations within the Central Basin are the San Pedro and Lakewood Formations.

Groundwater movement within the Central Basin generally flows in a southerly direction from areas of recharge in the north (i.e., the Los Angeles and Montebello Forebays) toward the Pacific Ocean. Groundwater elevations are highest in the Whittier Narrows area where the San Gabriel and Rio Hondo Rivers enter the Central Basin (Water Replenishment District (WRD) of Southern California, 2019). In the vicinity of the well site, the prevailing direction of groundwater flow is to the southwest (WRD, 2020).

Wood Rodgers' recent hydrogeological project experience in the Central Basin is summarized in *Section 1B, Why Wood Rodgers?*, with project summaries and client reference contact information in *Section 1D, Relevant Experience*.

Approach to Permit the Proposed Well 22B

The California DWR and DDW have over two dozen specific regulatory offset requirements for new wells. The proposed Well 22B will be located within the City of Lakewood's existing Plant 22 site. The existing Well 22 is located within the center of the western portion of the Plant 22 site. The site currently houses a pump well house, a generator, four booster pumps, a reservoir, and Water Replenishment District (WRD) Lakewood Monitoring Well #1. The Plant 22 Site is bounded to the south and west by residential homes, and to the north and east by Candlewood Street and Downey Avenue, respectively. Regulatory offsets including the 50-foot control zone waiver and safe horizontal drilling distances of nearby wells, City of Lakewood Well 22 and WRD Lakewood Well #1, will determine the final location of the well.

Two nearby petroleum pipelines are located north of Candlewood Street and are owned by Paramount Pipeline, LLC (Paramount Pipeline) and Crimson Pipeline L.P. (Crimson Pipeline). Both petroleum pipelines are considered active and filled with crude oil and non-highly volatile liquids (non-HVL) product. DDW regulatory offset requirements require municipal wells to be sited greater than 500 feet from petroleum and chemical pipelines.

Wood Rodgers has recent experience with receiving a conceptual site approval from DDW for siting a municipal well within 500 feet of a petroleum pipeline on the LBUD NLB Well 14 project. DDW requested Wood Rodgers support LBUD by notifying the owner of this pipeline of the proposed new well, LBUD NLB Well 14, and requested they provide annual pressure testing and maintenance records. Three pipelines were located within 500 feet of LBUD NLB Well 14, one of which was Paramount Pipeline. Wood Rodgers received documentation from these pipeline owners and still currently possesses contact information and records for the Paramount Pipeline, which can be utilized for this Project.

Wood Rodgers will submit this already-obtained information to DDW and request details of any changes, if any, that have occurred from Paramount Pipeline.

Wood Rodgers will use the same approach that was successfully implemented on the LBUD NLB Wells 13 and 14 project. We will engage DDW early in the design process to satisfy their requirements of siting a new well allowing the City of Lakewood to obtain a Domestic Water Supply Permit Amendment for the proposed well, Well 22B. Under Task 3, *Comprehensive Site Assessment*, Wood Rodgers will prepare a well siting letter with a regulatory offset map that identifies nearby features that require offsets from Well 22B. After discussion with City of Lakewood, the well siting study letter and regulatory offset map will be used

FIGURE 1. REGULATORY OFFSET MAP



to populate a horizontal distance table and will be submitted to DDW for discussion. It is expected that DDW will request contact information, and annual pressure testing/maintenance records for the Crimson Pipeline, which Wood Rodgers is prepared to do and provide.

As mentioned above, the well siting study letter will be performed under Task 3. However, Wood Rodgers' approach will be to perform the well siting study concurrently with the Comprehensive Well Site Assessment and as a separate deliverable. This will result in the well siting study letter being completed prior to the finalization of the Comprehensive Well Site Assessment, allowing the Preliminary Design Report and Permitting process to occur shortly thereafter. Wood Rodgers will aim to have the Comprehensive Well Site Assessment finalized before the completion of the Technical Specifications, capturing any destruction of above grade facilities. This will provide an overall reduction in the project schedule as identified in our conceptual schedule in Section 1J.

Well Design Approach

Well 22 was reported to pump approximately 3,000 gpm and has a reported history of sand production. Over time sand production can result in voids within the aquifer that can create borehole stability problems. Many drillers choose to not bid or increase their bid price on a replacement well project that is located within 100 feet of an existing well that has reported sand production. Wood Rodgers will consider all of these factors to select the optimal well location that meets the DDW and DWR regulatory offset requirements, while also trying to provide locations where risk can be reduced so contractors will competitively bid the project. Wood Rodgers has multiple projects that were successfully completed within 30 feet of an existing well and received competitive bids from drilling contractors. We will bring our prior experiences to this Project that will result in competitive bids from drilling contractors and a successfully-completed project.

Well 22 well screen intervals are reported from 440 to 570 feet, 610 to 680 feet, and 890 to 1,060 feet below ground surface (bgs) within the Hollydale, Lynwood, and Sunnyside Aquifers. The WRD Lakewood #1 monitoring well has six discrete well screen

intervals; however, for our preliminary assessment we evaluated the well screen intervals that are within the target aquifers for the proposed Well 22B.

WRD Lakewood #1-3 is screened within the Hollydale Aquifer from 450 to 470 feet bgs and reports arsenic concentrations below the primary maximum contaminant level (MCL) of 10 micrograms per liter ($\mu\text{g/L}$) and manganese concentrations range from 17 to 32 $\mu\text{g/L}$ below the secondary MCL of 50 $\mu\text{g/L}$. WRD Lakewood #1-2 is screened within the Lynwood Aquifer from 640 to 660 feet bgs and reports arsenic concentrations above the DDW primary MCL, and manganese concentrations below the secondary MCL of 50 $\mu\text{g/L}$. Lakewood #1-1 is screened within the Sunnyside Aquifer from 989 to 1,089 feet bgs and reports arsenic concentrations above and below the DDW primary MCL, and manganese concentrations below the secondary MCL. It is expected that similar water quality and historical production from Well 22 would be expected in the proposed Well 22B (e.g., elevated arsenic and production capacity of 3,000 gpm).

City Well 22 and WRD Lakewood #1 offer a wealth of data (i.e., water quality, production potential, and groundwater elevations) supporting the reduction in the number of isolated aquifer zones to be completed. The RFP identifies six (6) isolated aquifer zones, which Wood Rodgers has used in our cost estimate. However, **it is our approach that the isolated aquifer zone testing can be reduced to three (3) isolated aquifer zones or eliminated from the project entirely, saving cost and reducing the overall project schedule.** The existing data can be used to predesign the new well, with the same approach Wood Rodgers used to successfully design and construct previous LBUD and GSWC municipal well projects.

This would reduce on-site drilling rig time and shorten the Project schedule by 2-3 weeks, providing cost savings for this portion of the Project. Following this approach, the final design would require slight adjustments based on the pilot borehole data, including lithology and geophysical surveys. Design adjustments may include slight modifications to well screen intervals, annular seal depth, and gravel envelope size.

Wood Rodgers recognizes that the City of Lakewood takes pride in maintaining your infrastructure. **It is our goal to target the aquifers with the highest yield and best water quality.** Our design for the new Well 22B will use premium quality materials and deep seals to provide aquifer protection. In addition, our value engineering will reduce costs, maximize the well's performance, and increase the well service life to over 70 years. Our comprehensive approach to well development allows wells to achieve extremely high efficiencies and specific capacities. This approach has been proven to dramatically reduce the number of well rehabilitations throughout the well service life and save thousands of dollars on reduced energy consumption.

Approach to Comprehensive Site Assessment

Plant 22 is an approximately 1.25-acre rectangular site that is owned by the City. The site includes a block building that houses existing Well 22 and its electrical equipment, a generator enclosure, a 2.5 MG partially-buried concrete reservoir and a pump station. The site also includes a cell phone antenna tower and equipment near the entrance along Candlewood Street. The reservoir occupies approximately 0.5-acre of the site. The site is enclosed within a wrought iron fence along Candlewood Street

and Downey Avenue, and a block wall along the south and west sides adjacent to residences.

The City wants to conduct a Comprehensive Site Assessment of the property, essentially a mini-Master Plan for the site, to determine the best and highest and value for the site. The Comprehensive Site Assessment will be based on the following preferences, assumptions, and design principles:

SITE DEMOLITION

- Existing Well 22 will be destroyed (Well 22 will remain on standby mode until the new Well 22B is operational)
- Existing Well 22 building will be demolished
- Existing Reservoir 22 will be demolished
- Existing pump station will be demolished
- The existing cell phone tower and equipment will be protected in place
- The existing fence, walls, driveways and access points will be maintained
- The existing transformer will be protected in place

GENERAL SITE LAYOUT

- Proposed Well 22B will be located on site (Well 22B will be located based upon DDW's offset criteria)
- Plan space for future groundwater treatment
- Plan for new storage reservoir
- Plan for new booster pump station
- Include space for permanent on-site generator (Re-purpose the existing generator if possible)

RESERVOIR

- The City's Master Plan concluded that storage at the site is not needed, however, City staff has expressed a preference to include storage for operational and redundancy purposes
- Determine the optimal storage volume based on future growth and demands
- Determine appropriate size, shape and depth of storage reservoir

PUMP STATION

- The number and size of the new pumps will be based upon future demand conditions
- Assume that the pumps will be operated by variable frequency drives (VFD) for flexibility

The existing reservoir structure is approximately 161-feet long by 141-feet wide by 16-feet tall. The reservoir is supported by thirty-five (35) 12-inch diameter interior columns and includes an interior dividing wall.

Wood Rodgers will consider utilizing the existing reservoir walls as shoring for construction of a new reservoir to save cost and time.

Comprehensive Site Assessment

The Comprehensive Site Assessment will consider the following:

- Impacts to the adjacent residences / neighborhood
- Water quality
- Cost
- Operations and maintenance of the facility
- Permitting requirements
- Future water demands

Scope of Work

The following scope of work is based upon the scope provided by the City in the RFP and Addendum No. 1. This scope summarizes the scope described by the City and includes additional clarifications and detail.

Task 1 | Project Management

Wood Rodgers will provide Project Management services throughout the duration of the Project. Project Management services will include submitting an initial schedule with the critical milestones for the major tasks involved in the Project. The schedule will be updated and submitted monthly.

The Wood Rodgers' Team the City Team will meet at least once a month to discuss the progress of the work including schedules, budgets, and overall status of the Project. It is assumed that there will be ten (10) project meetings, including a kick-off meeting and nine (9) progress meetings. Wood Rodgers will prepare the agenda for each meeting, record the minutes of all meetings, and submit a copy of the minutes to the City for review within five (5) working days after each meeting, and before distribution. It is assumed that five (5) meetings will be held in-person, and five (5) meetings will be held virtually.

Wood Rodgers will submit a Monthly Project Status Report with each invoice to the City with an accurate accountability of work effort rendered and continuous monitoring of both work progress and financial status.

TASK 1 DELIVERABLES

- Project Schedule (PDF)
- Monthly Progress Report (PDF)
- Meeting Agendas (PDF and MS Word)
- Meeting Minutes (PDF and MS Word)

Task 2 | Preliminary Engineering Services

2A: Site Investigation, As-Built & Record Drawings Research, Engineering Analysis – Wood Rodgers will meet with City staff to identify background information and to ensure incorporation of City staff suggestions, recommendations, directions, and other requirements into the project. It is assumed that the City's Project Manager will provide Wood Rodgers with all available record including existing plans, studies, historical accounts, and any relevant information to aid in the evaluation and analysis of the project. Wood Rodgers will review all available records and information provided under this task and perform all necessary investigations to provide a professional recommendation for best and highest use of existing site.

2B: Utility Research and Notification – Wood Rodgers will research all utility records and identify all utilities within the project limits. The information obtained will be clearly delineated on the project base map. Concurrent with preliminary design, certified utility information requests will be sent by Wood Rodgers to each utility company requesting verification of location, size, and depth of facilities within the project limits.

TASK 2 DELIVERABLES

- Data and Utility Log (MS Excel)

Task 3 | Comprehensive Site Assessment

3A: Well Siting and Regulatory Offset Map – As identified in our technical approach, Wood Rodgers will prepare a well siting letter and a regulatory offset map as a separate deliverable to the Comprehensive Site Assessment. Wood Rodgers will review and identify all potential restrictions and construction constraints at the project site to identify the optimal location for the municipal well. Factors to be considered will include construction logistics, regulatory and permitting requirements, optimization of the

site layout, production potential, and the nearby wells: WRD Lakewood #1 and City Well 22.

Features which have a required DDW offset (i.e. sanitary sewer, storm drain line, petroleum pipelines) from a municipal well will be identified and illustrated on a regulatory offset map, identifying the acceptable area to permit a well. Wood Rodgers personnel will visit the site and conduct a detailed investigation into logistical and permitting considerations. The findings will be included in a well siting letter along with a regulatory offset map. The draft well siting study letter will be submitted to the City for discussion and any comments will be included in the final letter. Wood Rodgers will also use these findings to obtain a conceptual site approval from DDW to support the Domestic Water Supply Permit Amendment, which is further discussed in Task 8 – Permitting.

TASK 3A DELIVERABLES

- Draft Well Siting Letter (Adobe PDF)
- Final Well Siting Letter (Adobe PDF)

3B: Preliminary Report – Wood Rodgers will provide engineering services to establish criteria, analyze, perform, and make recommendations for the best and highest use of site for the City's long-term water operational needs. The preliminary report will include a summary of findings, recommendation(s), including site layout, anticipated permit requirements, water treatment requirements, recommended implementation sequence, schedule, and engineering cost estimate for planning purposes. The Preliminary Comprehensive Site Assessment Report will be submitted to the City for review and comment.

3C: Final Report – Wood Rodgers will review, respond, and update the Preliminary Report to provide a Final Comprehensive Site Assessment Report summarizing project findings and recommendations. The Final Report will include recommended sequence for project implementation, preliminary design with site layout(s), and final construction cost estimate. Wood Rodgers will present the Final Report to the City's Water Resources Committee and City Council.

TASK 3 DELIVERABLES

- Draft Comprehensive Site Assessment Report (Preliminary Report) – (PDF and MS Word)
- Final Comprehensive Site Assessment Report (Final Report) – (PDF and MS Word)

Task 4 | Hydrogeologic Assessment

4A: Geotechnical Investigation – Hushmand Associates, Inc., will conduct geotechnical work as applicable, including field explorations and laboratory tests, corrosion, and seismic investigations to assess the general conditions of the project site area and to provide final design recommendations.

4B: Preliminary Design Report – Wood Rodgers will provide services to establish criteria, analyze, perform, and make recommendations for the Well 22B design and layout, which will include, but not be limited to the following criteria:

1. Hydrogeology and potential water quality.
2. Investigate proposed site conditions; surrounding area; existing water system operation, surrounding active production wells; and surrounding potential contaminating activities.
3. Locations of existing utilities.

4. Potential site constraints with respect to existing substructures. Adequacy of space to provide for layout of baker tanks, sound walls (if necessary), rigs and other necessary equipment within the construction area.
5. Identify any permits or clearances from all required agencies.
6. Review traffic concerns if any with City.
7. Consider the construction methods, maintenance, and operation requirements for the wellhead and related facilities.
8. Perform site reconnaissance, review available driller logs, spinner logs and water quality reports of the existing Well 22.

Using the above criteria, Wood Rodgers will perform a Well 22B site layout analysis. We will review, analyze, and determine the proposed Well 22B site location, conceptual design, and facilities layout plan. Wood Rodgers will work with City to make recommendations on the design, and we will summarize all findings in a *Pre-Design Report*, which will include the following:

1. An analysis of proposed design alternatives including.
2. The proposed drilling method, expected well capacity, water quality, cased depth, annular seal depth, and horsepower requirements.
3. A design and construction schedule for drilling of the new well.
4. An estimate of the total construction cost of the Project.
5. A list of required equipment – type and size and any utility or street improvements necessary to serve the new well.
6. A table of the required permits and clearances from the various affected agencies, and the time required to obtain.

Wood Rodgers will submit a draft copy of the Preliminary Design Report for City's review. In conformance with the City's recommendations and upon mutual agreement of modifications deemed necessary by City and Wood Rodgers, Wood Rodgers will reevaluate, revise, and finalize the report.

TASK 4 DELIVERABLES

- Draft Preliminary Design Report (75% completion) - (1 PDF and 3 hard copies)
- Final Draft Report (95% completion) - (1 PDF and 3 hard copies)
- Final Report (100% completion) - (1 PDF, 3 bound copies, an electronic copy on USB Drive)

Task 5 | Drinking Water Source Assessment and Protection Report

This task includes preparation of a Drinking Water Source Assessment and Protection (DWSAP) report compliant with Section 11672.60 of the California Health and Safety Code. The DWSAP assessment will include:

1. Delineation of the area around a drinking water source through which contaminants might move and reach that drinking water supply;
2. Inventory of possible contaminating activities (PCAs) that might lead to the release of microbiological or chemical contaminants within the delineated area;
3. Determination of the PCAs to which the drinking water source is most vulnerable;
4. Review the proposed well operating condition to develop estimates of the area of influence to include the 2, 5, or 10-year protection zones as defined in Section 6.2.5 of the DWSAP Program. The data collection will include the following sources:
 - Existing available geologic and hydrogeologic data;
 - The proposed well construction design;

- Potential and known contaminating activities within the vicinity as inventoried by Environmental Data Resources (EDR);
- Geotracker data for sites identified by EDR; and
- Groundwater quality data from existing wells in the vicinity.

Upon completion of the draft DWSAP report, Wood Rodgers will meet with the City to review initial draft findings. Upon receipt and incorporation of the City's comments, the preliminary DWSAP report will be submitted to State Water Resources Control Board (SWRCB). After approval by SWRCB, the preliminary DWSAP report will be finalized and submitted to SWRCB.

Wood Rodgers will also prepare a final DWSAP when Well 22B is constructed and tested to satisfy the Domestic Water Supply Permit Amendment of DDW.

TASK 5 DELIVERABLES

- EDR Report - One (1) electronic copy and three (3) hard copies
- Draft DWSAP - One (1) electronic copy
- Final DWSAP - One (1) electronic copy and three (3) hard copies

Task 6 | Prepare Final Design and Bid Documents for Well Drilling

6A: Construction Documents – After approval of the preliminary design, Wood Rodgers will prepare final plans and technical specifications for public bidding of destruction of Well 22, and drilling, construction, development, and testing of Well 22B. The Technical Specifications will include all items identified by the City in the RFP.

The Well 22B design drawings will be prepared in AutoCAD and utilize the City's standard title block, border, and CAD standards. The plans will include: Cover Sheet, Location and Vicinity Maps and Construction Notes, Well 22B Design Drawings, Well 22 Destruction Plans, Detail Sheets

Wood Rodgers will prepare the final engineer's construction cost estimate in the same order and quantities as the proposal contained in the bid documents. The cost estimate will be prepared in MS Excel and submitted to City with the final plans and specifications.

6B: Bidding Services – Wood Rodgers will assist the City with contractor's questions and Addenda during the bid process. It is assumed that there will be up to 10 contractor questions and 2 Addenda. Wood Rodgers will participate in Pre-Bid meeting.

TASK 6 DELIVERABLES

- **60% Plans & Specifications:** 3 sets of full-size and 3 sets of half-sized plans in PDF
- **90% Plans & Specifications:** 3 sets of full-size and 3 sets of half-sized plans in PDF, technical specs in MS Word and cost estimate in MS Excel
- **100% Plans & Specifications:** 3 sets of full-size and 3 sets of half-sized plans in PDF, technical specs in MS Word and cost estimate in MS Excel
- **Final drawings:** 1 full-size set of plans signed and stamped by a Civil Engineer licensed in CA State and 1 PDF copy. Cost estimate in MS Excel and Technical Specifications in MS Word. Will include 1 USB of all original format files and PDF versions.
- Response to RFI's (PDF)
- Addenda (MS Word)

Task 7 | Well 22B Drilling – Construction Administration

Wood Rodgers adheres to the Task 7 – New Well 22B Drilling and its subtasks identified within the RFP. The City's Addendum No. 1 identifies "full-time inspection during well drilling," and Wood Rodgers has provided our assumptions for full-time inspection and clarifications for each of the subtasks below:

- **Mobilization and Demobilization:** Wood Rodgers assumes part time inspection.
- **Noise Control (installation and removal of sound panels):** Wood Rodgers assumes part time inspection.
- **Installation of Conductor Casing:** assumes full time inspection.
- **Pilot Borehole:** assumes full time inspection during well drilling (excludes any downtime or bit changes) and a total depth of 1,120 feet bgs with drilling penetration rate of 15 feet per hour.
- **Geophysical logging:** assumes full time inspection.
- **Isolated Aquifer Zones Testing:** assumes full-inspection during critical phases.
 - Costs for water quality analyses are not included in this proposal, and Wood Rodgers assumes that they will utilize the City's contracted laboratory for bottle orders and analysis. Wood Rodgers will prepare a list of analytics on behalf of the City for the Isolate Aquifer Zone Testing phase.
- **Borehole Reaming:** assumes full time inspection during borehole reaming (excludes any downtime or bit changes) with a total depth of 1,120 feet bgs and drilling penetration rate of 10 feet per hour.
- **Well Construction:** assumes full time inspection during installation of well casing, ancillary tubing, gravel envelope, consolidation of gravel, and annular seal with a total completed well depth of 1,100 feet.
- **Initial Development (Swab and Airlift):** assumes full time inspection during development (excludes tripping in/out swab tool, open-end tool, or downtime). Expects the total well screen length to be 470 feet with 108 hours of contractor development time.
- **Final Well Development (pump and surge):** assumes full time inspection (excludes installation of the test pump, discharge conveyance, and/or downtime) with a 48 hour total of contractor development time.
- **Well Testing (Aquifer Pumping Test):** assumes full time inspection during step drawdown test at three steps pumped for 6 hours total, a constant rate test of 12-hours including sampling for water quality followed with a spinner survey, and followed with a four-hour recovery test.
 - Costs for water quality analyses are not included in this proposal, and Wood Rodgers assumes that they will utilize the City's contracted laboratory for bottle orders and analysis. Wood Rodgers will prepare a list of analytics on behalf of the City for the Title 22 water quality sampling phase.
- **Video, Plumbness, and Alignment Surveys:** assumes full time inspection.
- **Well Disinfection:** assumes full time inspection during mixing and injection of chemicals, distribution within the well, and documentation of reaching the minimum required chlorine residual. Excludes any contractor time tripping in and out tools and/or downtime.
- **Well Destruction:** assumes full time inspection destruction of well structure (excludes tripping in and out mills knife tool and any other downtime) and part time inspection during the destruction of the above grade facilities and permanent pump removal.

TASK 7 DELIVERABLES

- Well 22B geophysical and caliper logs – 2 hard copies
- Well 22B soil classification profile and driller's log – 2 hard copies
- Daily and bi-weekly construction progress reports
- Construction progress photographs (digital copy on USB Drive)
- Final Construction Report – 2 hard copies
- Final Well Video Log - 1 electric PDF copy plus USB Drive

Task 8 | Well Permitting

Wood Rodgers will identify and submit to the City a list of all permits necessary to construct Well 22B and destroy Well 22. Wood Rodgers will assist in coordinating with the LACDPH, DDW, City of Lakewood, and all other relevant agencies. It is our understanding that City will prepare all required California Environmental Quality Act (CEQA) documentation. It is acknowledged that the City will serve as the primary contact with all the necessary permitting agencies; however, Wood Rodgers will prepare and submit any permit applications.

Based on recent experience with similar well projects, Wood Rodgers assumes the City is covered under the Statewide Drinking Water Systems Discharge Permit (Order WQ 2014-0194-DWQ). Based on the Notice of Applicability, and our experience with this permit, the Discharge Permit can be utilized for discharges associated with development and testing of the new well. Wood Rodgers will confirm this approach with the Los Angeles Regional Water Quality Control Board, through the City.

A permit is required by the Los Angeles County Department of Public Works (LACDPW) for temporary flows routed to any Los Angeles County storm drain facility. Wood Rodgers will complete information within the application package, including a completed application form, letter, and exhibits.

An encroachment permit and traffic control permit may be necessary, if the existing discharges cannot be accommodated by the existing pump-to-waste line at the Plant 22 site. Wood Rodgers will review the existing as-built drawings of the pump-to-waste line during the design phase.

Wood Rodgers will supply City with other supporting documentation (California DWR Well Completion Report, completed NPDES forms, pump test data, and water quality reports) for the DDW Domestic Water Supply Permit Amendment.

TASK 8 DELIVERABLES

- List of Applicable Permits will be included in the Preliminary Design Report (Task 4).

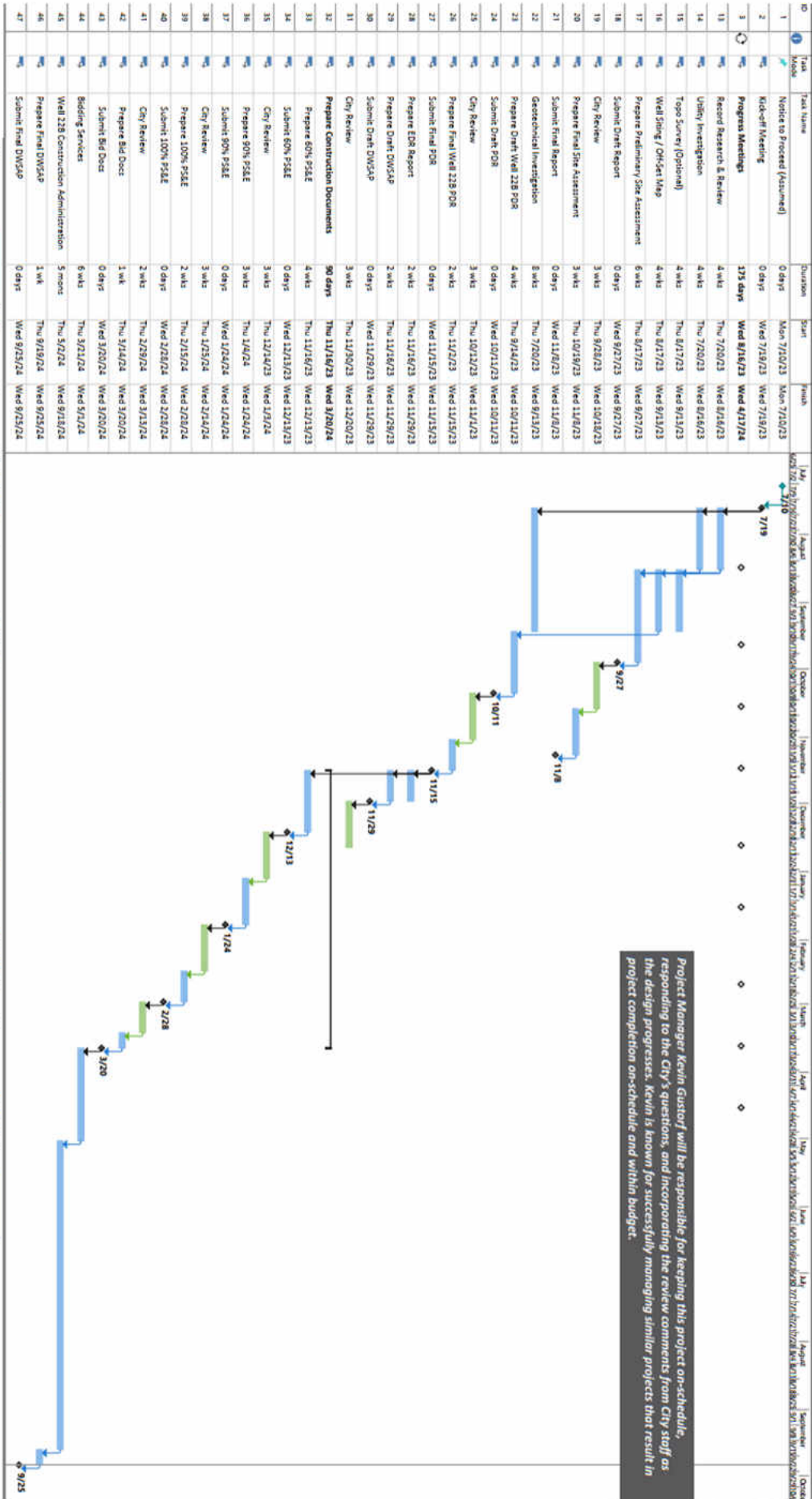
Optional Task 9 | Topographic Survey

A design level Topographic Survey (conventional field survey) will be provided for the Project area. The boundary component of the survey will include a field boundary verification denoting current property lines and easements of record as shown on current County of Los Angeles recorded maps. The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available. The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).

OPTIONAL TASK 9 DELIVERABLES

- AutoCAD (Civil 3D) drawing, version 2021 or lower, including 3D surface file(s)
- Signed and stamped PDF file

SECTION 1J | Schedule



WOOD RODGERS

Wood Rodgers, Inc. | 949

SECTION 1K | Conflict of Interest

Certification of No Conflict of Interest

Wood Rodgers founders Rich Wood and Mark Rodgers are not related to the City of Lakewood Board members: Jeff Wood and Todd Rogers. Therefore, we do not have any conflict of interest with the City of Lakewood.

PROPOSER'S CERTIFICATION OF NO CONFLICT OF INTEREST The City shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Lakewood City Council finds that special circumstances exist which justify the approval of such contract:

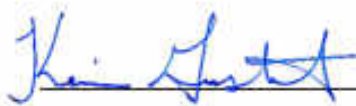
1. Employees of the City or of agencies for which members of the Lakewood City Council is the governing body;
2. Profit-making firms or businesses in which persons described in number one serve as officers, principles, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the proposal or its service specifications; and

Profit-making firms or businesses in which former employee(s), described in number 3, serve as officers, principles, partners, or major shareholders.

CERTIFICATION BY:

Proposer Name: Kevin Gustorf, PE

Proposer Official Title: Vice President

Official's Signature: 

Date: May 11, 2023

Well 22 Comprehensive Site Assessment and Hydrogeological Services for Well Drilling and Construction Support
Estimated Level of Effort - Wood Rodgers



Labor Classification	2023 Billing Rate (\$/hr)										Total WR Labor Hours	Wood Rodgers	HAI (Geotech)	Calvada (Survey)	Total Labor	ODCs	Total Fee
	PM	QC	CR	CR	CR	CR	CR	CR	CR	CR							
	KG	KM, JL	CR	CR	CR	CR	CR	CR	CR	CR							
Task 1: Project Management	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Kickoff Meeting											0	\$0			\$0	\$0	\$0
Progress Meetings (assume 5 meetings)											0	\$0			\$0	\$0	\$0
Task 2: Preliminary Engineering Services	6	2	28	0	32	0	2	4	8	12	0	\$16,870	\$0	\$0	\$16,870	\$500	\$17,370
Task 2A: Site Investigation, As-Built & Record Drawing Research, Engineering Analysis	4	2	24		8		2	4	8	12		\$13,070			\$13,070	\$500	\$13,570
Task 2B: Utility Research and Notification	2		4		24							\$3,800			\$3,800	\$0	\$3,800
Task 3: Comprehensive Site Assessment	22	12	56	144	36	24	2	8	8	12	0	\$63,680	\$0	\$0	\$63,680	\$0	\$63,680
Task 3A: Well String and Regulatory Offset Map	2						2	8	8	12		\$6,520			\$6,520	\$0	\$6,520
Task 3B: Preliminary Report	12	8	40	120	32	16					228	\$43,400			\$43,400	\$0	\$43,400
Task 3C: Final Report	8	4	16	24	4	8					64	\$13,760			\$13,760	\$0	\$13,760
Task 4: Hydrogeologic Assessment	16	0	0	0	0	0	4	20	26	48	0	\$24,160	\$31,240	\$0	\$55,400	\$500	\$56,900
Task 4A: Geotechnical Investigation											4	\$1,200	\$31,240		\$32,440	\$0	\$32,440
Task 4B: Preliminary Design Report																	
Final POR	8						2	12	20	36		\$15,840			\$15,840	\$0	\$15,840
Task 5: DWSAP	4	0	0	0	0	0	4	24	20	32	0	\$7,120	\$0	\$0	\$7,120	\$500	\$7,620
EDR Report	1						1	4		4		\$16,980	\$0	\$0	\$16,980	\$500	\$17,480
Final DWSAP	2						2	12	12	16		\$2,120			\$2,120	\$0	\$2,120
Task 6: Prepare Final Design and Bid Documents for Well Drilling	1						1	6	8	12		\$8,880			\$8,880	\$0	\$8,880
Task 6A: Construction Documents	28	10	0	0	0	0	14	52	76	108	0	\$59,850	\$0	\$0	\$59,850	\$500	\$60,350
60% PS&E	8	4					4	16	24	40		\$19,740			\$19,740	\$0	\$19,740
90% PS&E	8	4					4	16	24	32		\$18,200			\$18,200	\$0	\$18,200
100% PS&E	4	2					2	8	16	16		\$9,930			\$9,930	\$0	\$9,930
Final	4						2	4	8	12		\$6,260			\$6,260	\$1,000	\$7,260
Task 6B: Bidding Services	4						2	8	4	8		\$5,620			\$5,620	\$0	\$5,620
Task 7: New Well 22B Drilling Construction Administration	8	8	0	0	0	0	20	120	56	72	736	\$169,400	\$0	\$0	\$169,400	\$5,500	\$174,900
On-Site Observations											736	\$110,400			\$110,400	\$5,500	\$115,900
Office Support	8	8					20	120	56	72	284	\$59,000			\$59,000	\$0	\$59,000
Task 8: Permitting	4	0	0	0	0	0	2	16	0	24	0	\$9,440	\$0	\$0	\$9,440	\$0	\$9,440
Permit Coordination	4							16		24		\$9,440			\$9,440	\$0	\$9,440
Task 9: Topographic Survey (Optional)	2	0	0	0	0	0	0	0	0	0	2	\$600	\$0	\$10,175	\$10,775	\$0	\$10,775
Topo Survey	2										2	\$600			\$10,775	\$0	\$10,775
TOTAL w/o Optional Task	88	32	84	144	68	24	48	244	196	308	736	\$360,380	\$31,240	\$0	\$391,620	\$8,000	\$399,620
TOTAL w/ Optional Task	90	32	84	144	68	24	48	244	196	308	736	\$360,980	\$31,240	\$10,175	\$402,395	\$8,000	\$410,395

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Agreement between City of Lakewood, CA, (hereinafter "City"), and Care Solace, Inc., to provide a web-based navigation system to assist City residents in locating and connecting with mental health treatment providers and services

INTRODUCTION

Recently, City staff were approached by Care Solace to discuss a proposal to initiate a pilot program to provide mental health care coordinator services to all City of Lakewood residents, similar to what they already are providing for students of the various school districts within Lakewood. Care Solace is not a direct provider of services, but instead helps people navigate through the confusing and bureaucratic maze involved with both public and private mental health providers.

STATEMENT OF FACT

Care Solace is an online resource with a live 24/7 concierge meant to assist individuals in finding local mental health related programs, substance use treatment providers and counseling services. Care Solace's proprietary database is integrated with every mediCAL provider and every insurance plan in the State of CA this also includes free and sliding scale services for families with no insurance. Care Solace helps all circumstances regardless of age, gender, ethnicity or financial situation to included unhoused population into social services.

Key Benefits

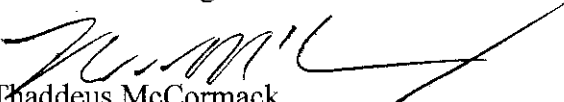
- Provides real-time data on community mental health needs including treatment categories, appointments booked, and demographics, for key insights and action plans.
- Helps all city residents and government staff connect to the right help at the right time.
- Supports equitable access to care regardless of coverage, including private insurance, Medicaid, and sliding scale options for those without insurance.

The pilot program would be for a 6 month period. Residents would not be charged for the use of the service, but the City would pay a \$1.50 per resident* for the program, totaling \$33,750. Unused ARPA funds could be used to pay for the project.

**The total residents is the net total after removing the number of Lakewood residents already covered through the various school districts.*

RECOMMENDATION

Staff recommends that the City approve the contract with Care Solace and appropriate \$33,750 of ARPA funding.


Thaddeus McCormack
City Manager



care solace[®]

Calming the chaos of mental health care

Ensuring community mental health is a growing imperative for every city.

\$300B Lost

The billions our nation loses per year to untreated mental illness

9.5%

Of all adults live with a serious mental illness

35%

Of individuals with a serious mental illness go untreated

\$6,608

The average cost to a city per untreated SMI per year

30%

Of people experiencing homelessness have untreated serious mental health issues

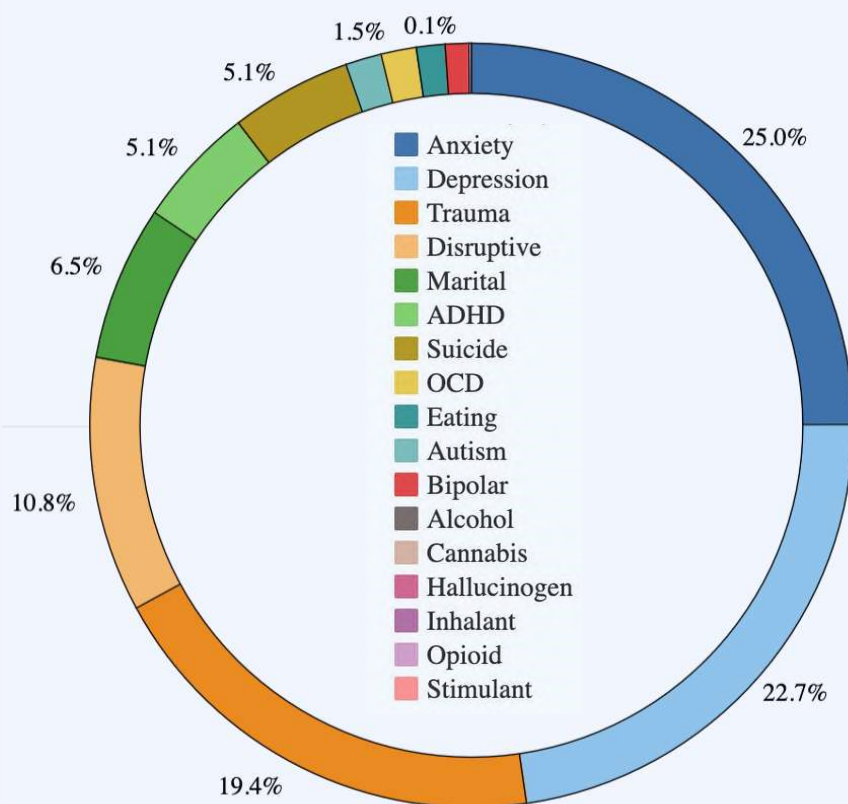
70%

Of youth in the juvenile justice system have a diagnosable mental health condition

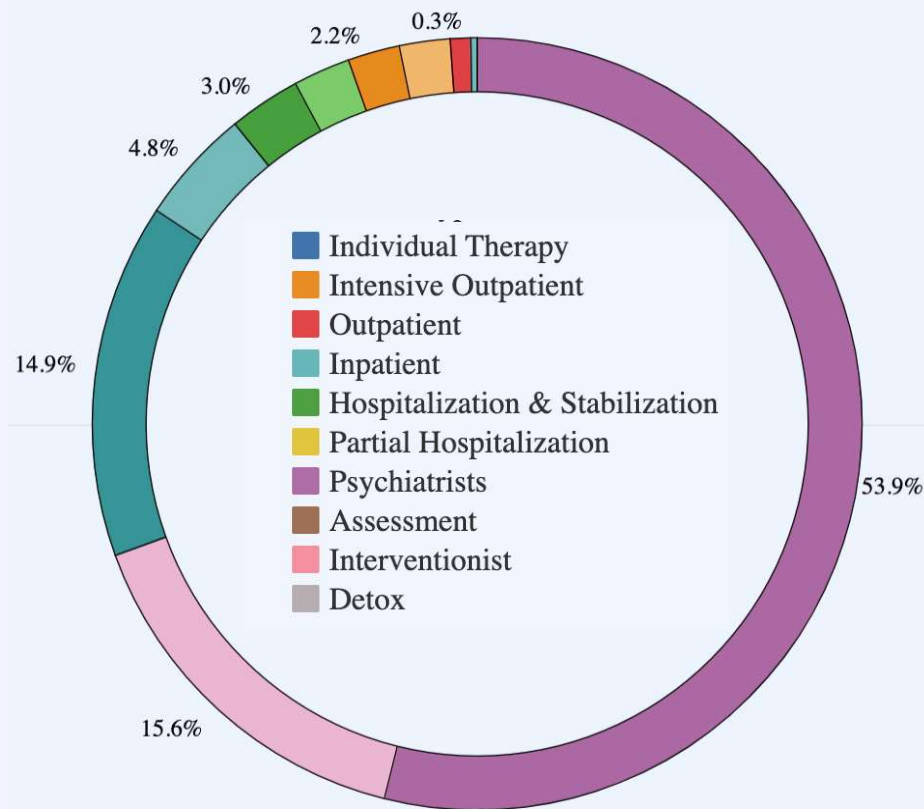
care/solace.

LA County Requests for Help by Need

DSM Category



Treatment Type



LA County Requests for Help

By insurance type

Total requests

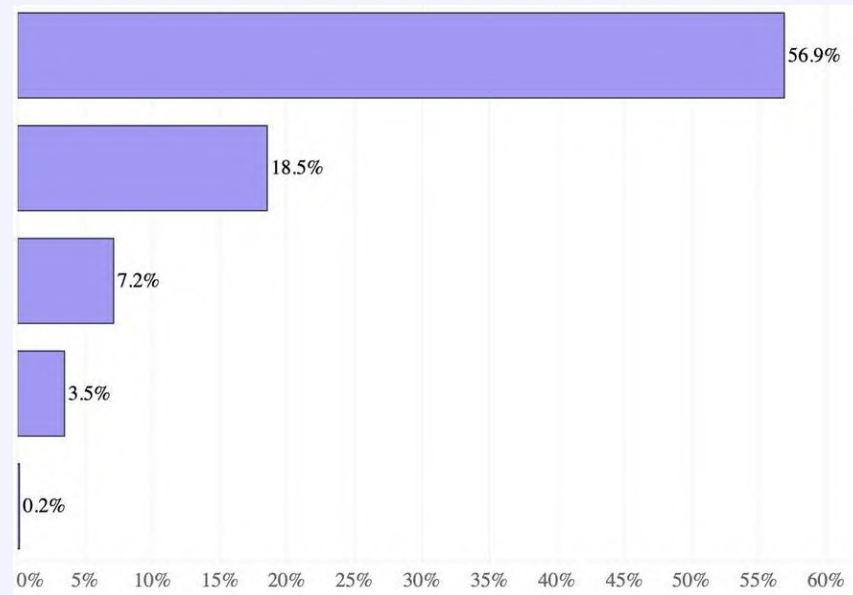
Public Insurance

Private Insurance

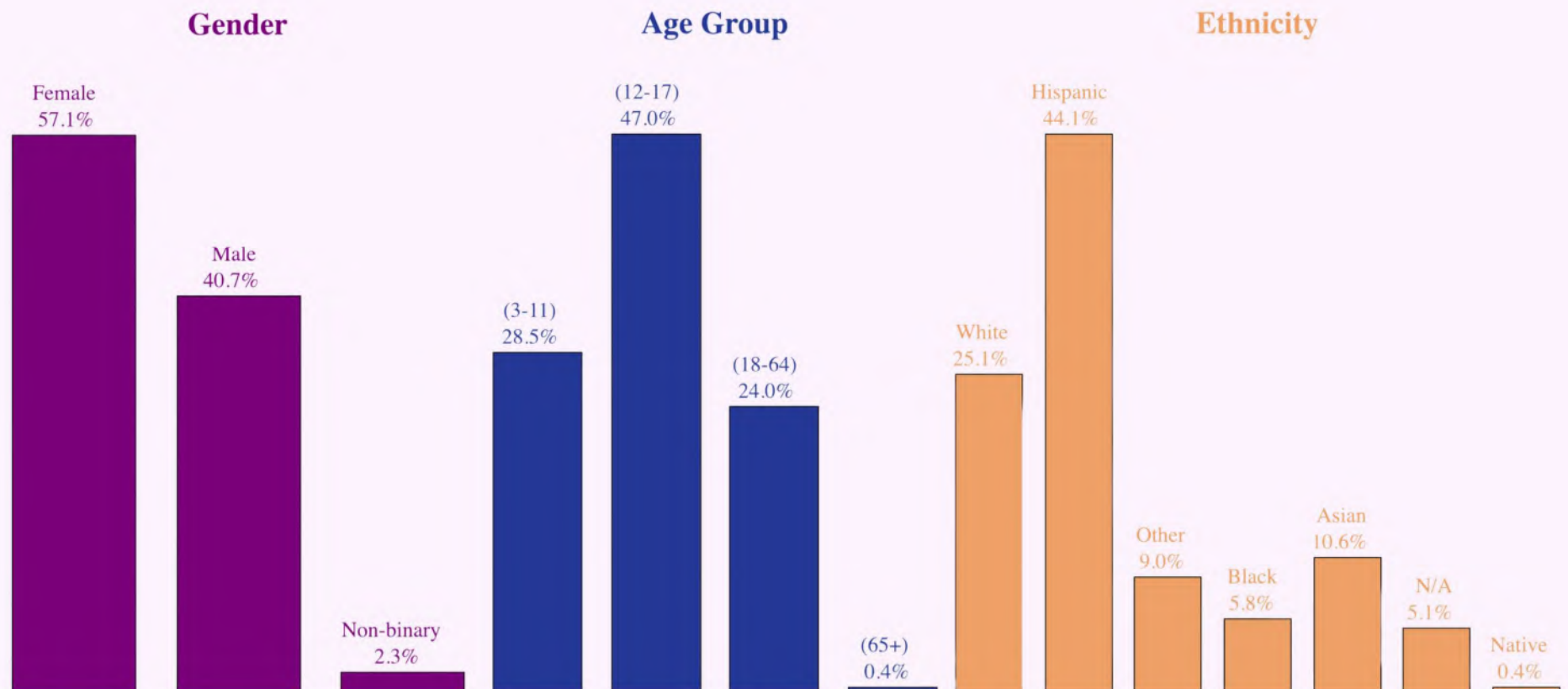
No Insurance

Unknown

Military Insurance



LA County Requests for Help



Total Services Provided in LA County

July 2020 - May 2023

Total Services Provided: 1,163,696

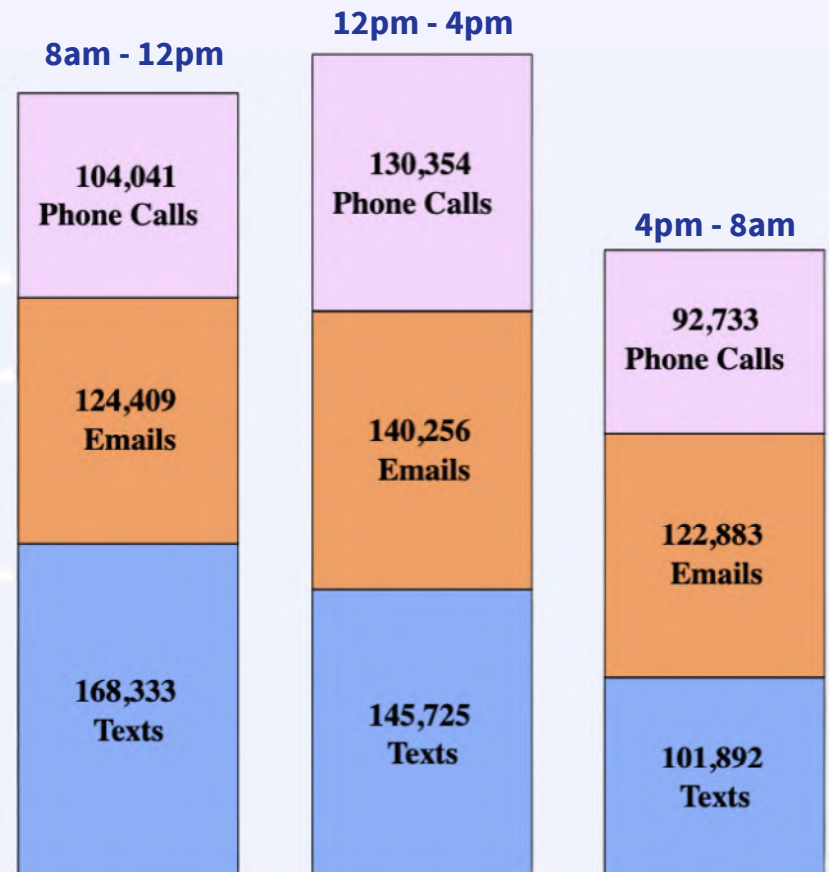
Total Phone Calls: 327,128

Total Emails: 387,548

Total Text Messages: 415,950

Searches & Referrals: 33,070

Total Communications Saved



Los Angeles County Providers: 10,352

Psychiatrists: 2,695

Hospitalization & Stabilization: 286

Intervention or Medical Detox: 632

Teletherapy: 6,437

Serving Youth: 12,969

Alcohol/Cannabis Disorders: 6,739

Opioid/Inhalant Disorders: 6,713

Outpatient Program: 4,477

Eating & Feeding Disorders: 3,763

Psychological Assessment: 1,616

Partial Hospitalization: 209

Residential Inpatient Program: 1,778



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A map of Southern California, including parts of Los Angeles, Orange, San Diego, and Imperial counties. Major cities like Los Angeles, San Diego, and Imperial are labeled. The map shows the coastline, major highways (Interstates 5, 8, 15, 805, 805, 805), and various geographical features like mountains and valleys. The map is oriented with North at the top.

California Total Providers: 59,858

Psychiatrists: 8,615

Hospitalization & Stabilization: 938

Intervention or Medical Detox: 2,769

Teletherapy: 19,960

Serving Youth: 44,647

Alcohol/Cannabis Disorders: 23,332

Opioid/Inhalant Disorders: 23,161

Outpatient Program: 14,745

Eating & Feeding Disorders: 12,305

Psychological Assessment: 4,963

Partial Hospitalization: 849

Residential Inpatient Program: 7,156



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Customized Crisis Response

- 1** First responder, social worker or clinician refers resident with high severity needs to Care Solace's licensed Care Manager
- 2** Licensed Care Manager uses our licensed team, local relationships and database to find care to serve complex needs.
- 3** Licensed Care Manager follows up on connection, satisfaction with care and closes the loop with referrer and city.

care/solace.

Our Care Companions are with you every step of the way.

1: Complete Screening

Our empathetic screening is designed to build trust and better understand the individual's need.

3: Book Appointment

The best provider options are presented to the individual for selection and we assist them in booking the first available appointment.

2: Get Matched

Individuals gain access to more than 380K specialized providers across the country to find care matched to their specific needs.

4: Check-In

We follow-up after the appointment to ensure we delivered on all of the individual's requests and they are satisfied with their provider.

Who takes my insurance?

What if I don't have insurance?

Who is in my area?

Who treats children?

Who speaks Spanish?

Who is accepting new patients?

Who offers teletherapy?

care/solace[®]

Care Solace delivers access to care through its best-in-class Care Companions and robust provider network.



Warm Handoff[®]

Referral Submission &
Real-Time Tracking



Care Companions[™]

24/7/365 Multilingual
Navigation Support



Care Match[™]

Anonymous Self-Service
Search Tool

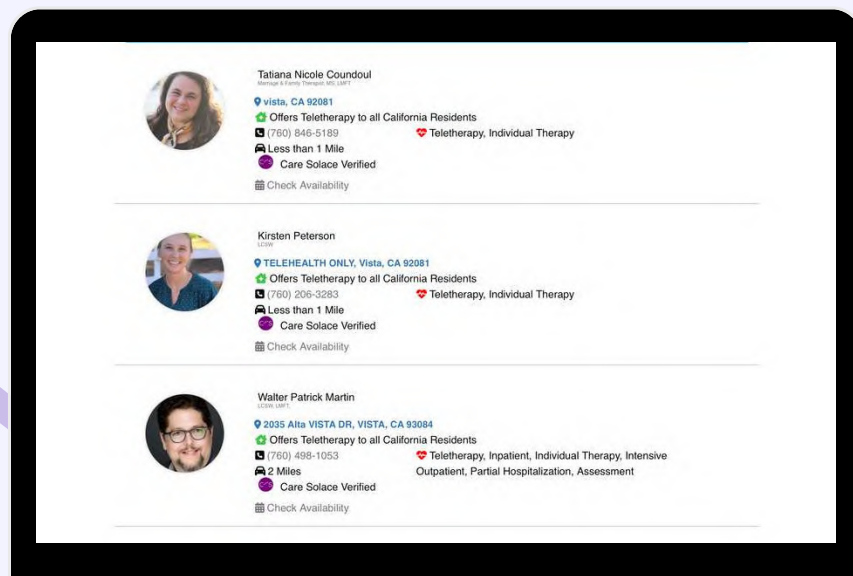


Social Services

Connection to help for social
determinants of health

care/solace.

Our Provider Network: 320K+ in 50 states



Care Solace has an unbiased - no “pay to play” relationship with providers.

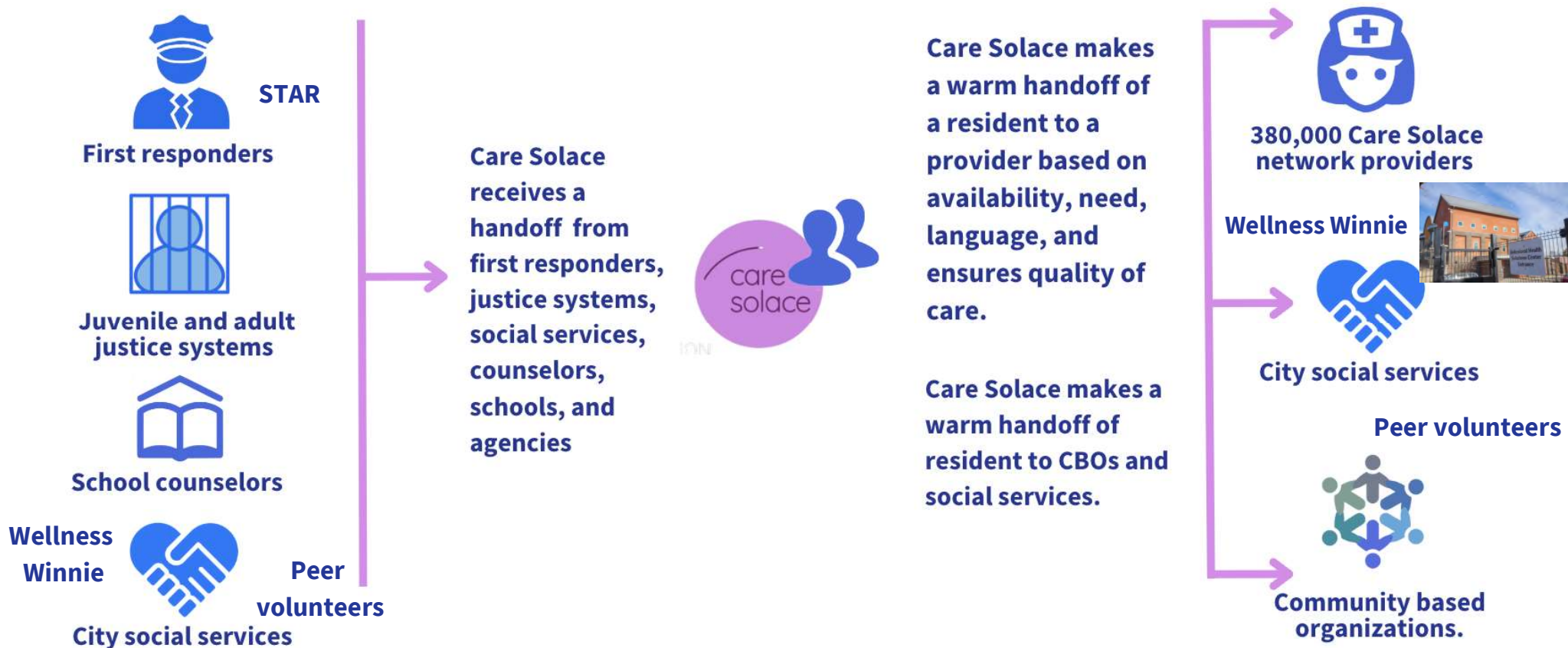
Matches are made using many factors, including:

- Location and current contact information
- Preferred communication method
- Accepted insurances
- Age groups
- Specializations (DSM-5)
- Availability

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CARE SOLACE IS A CENTRAL HUB OF MENTAL HEALTH CARE FOR COMMUNITIES

Care Solace coordinates care across the city by providing inclusive access to all services. Through warm handoffs and innovative technology, Care Companions support first responders; refer residents to existing social services; facilitate care for students and their families; aggregate providers, their specialities, and their availability; and coordinate with community based organizations.

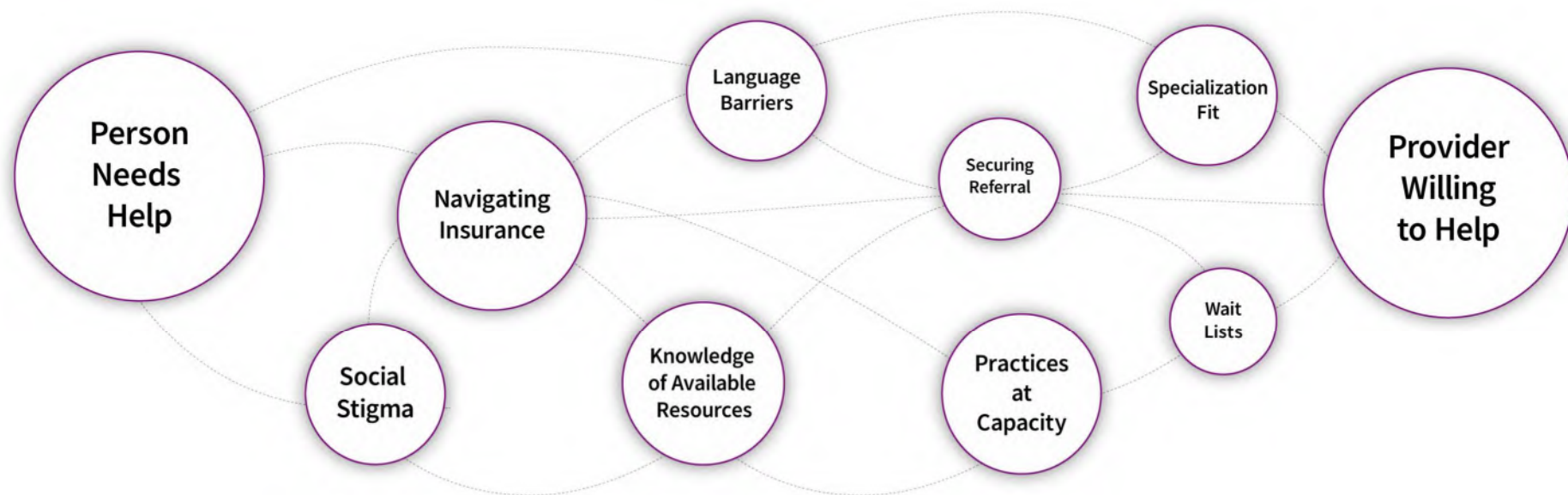


Care Solace is the "Open Table" for mental health that will leverage existing mental health and social service providers.



Access to mental health care is complicated.

It takes **50-60 calls** to find available help matched to specific needs



80% of people don't receive the help they need

Care Solace brings a **human touch to mental health care**, calms the chaos, and provides a culturally-relevant, personalized, and empathetic experience for everyone.

care/solace.

We are committed to providing equitable and effective access to mental health care. Our results demonstrate our impact.



761

Communities/
Clients



15M

Individuals
with Access



9.5M

Support
Interactions



83

NPS Score



500

Care Companions



320K

Verified Providers



47%

Intensive Pathways



Unsolicited Parent Testimonial

Stacy Meheen

I have been trying in vain for 8 months to find counseling for both [my kids] to help fight their depression. I go through intake interviews just to be put on 6-8 month waiting lists. I leave voice messages and emails for therapists that go unreturned. **Trying to navigate the chaos of mental health has been exhausting.** Our insurance is extremely limited in this area and we can not afford to pay out-of-pocket for private counseling.

Within one hour of speaking to [my Care Companion] at Care Solace, he found a provider willing to work with us. Both [my kids] met with their provider yesterday. She was patient, kind, and connected well with both my children.

From personal experience, I can tell you this company is an asset. Especially with the rise in stress and anxiety, having a company like Care Solace be there to support families is a resource you can't put a price tag on. **This company accomplished in ONE HOUR what I have been struggling to accomplish on my own in 8 months.**

For parents like me that struggle to find their children the care they desperately need, **this company takes all that stress away. They do the work so I can concentrate on my children.**

care solace.

Our Story

We are tireless allies on a mission to make access to mental health care easy, inclusive, and dignified.

We exist to connect people to the support they need with respect and trust.

We deliver this through a mental health network of over 320K verified providers, and through the care coordination and navigation services of 500 Care Companions.

care/solace.

The logo for Care Solace features the words "care" and "solace" in a white, lowercase, sans-serif font. A thin, white, wavy line graphic starts under the "c" of "care", rises to pass between the "e" and "s", and then dips under the "l" of "solace".

care solace[®]

Calming the Chaos of Mental Health Care

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 24th of May, 2023, between City of Lakewood, CA, (hereinafter “**City**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). City and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its clients and the City’s residents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to City on the terms and conditions set forth in this Agreement; and

WHEREAS, City desires for Care Solace to assist it in connecting its employees and residents with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with City’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2023. Care Solace will provide access to the Branded Site to users authorized by the City, including City employees and residents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall also facilitate a process called the “**Warm Handoff®**,” whereby a limited subset of City employees or other individuals to whom City has outsourced institutional services (hereinafter “**Independent Contractors**”), provide Care Solace with contact information of a resident in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). Care Solace will then work directly with the resident or the resident’s parent or legal guardian to connect the resident to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care

Companions are not a crisis response team. The Care Companions are available to work directly with Authorized Users to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to City representatives designated by City in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with City staff designated by City in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of City as requested by City.

6. Care Solace will assist in providing access to the Branded Site on City's website, as requested by City.

7. Upon request by City, Care Solace will provide email/text templates for City to deliver to City residents up to four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. City shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. City may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of July 1, 2023 (hereinafter the "**Effective Date**").

10. The initial term of this Agreement (hereinafter the "**Initial Term**") will begin on July 1, 2023 and continue through December 31, 2023. This Agreement will automatically renew for an additional six (6) month term (hereinafter,

"Additional Term") on January 1, 2024, following the Initial Term, unless City provides Care Solace with at least thirty (30) days' prior written notice in accordance with the requirements of Paragraph 54, *infra*, to terminate the Additional Term. This Agreement may be renewed for one-year terms (hereinafter, each a “**Renewal Term**”) on July 1 of each year following the Initial Term and Additional Term (hereinafter the “**Renewal Date**”); Renewal Term pricing will be as determined and agreed to by the Parties.

11. In exchange for the Services contemplated under this Agreement, City will compensate Care Solace as follows:

11.1. For the Initial Term, July 1, 2023 to December 31, 2023, City will pay \$33,750 to Care Solace upon execution of this Agreement (based on a City population of 45,000, not including school district students and parents, to be confirmed by City).

11.2 For the Additional Term January 1, 2024 thru June 30, 2024, City will pay \$33,750 to Care Solace on or around January 1, 2024.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by City of this Agreement prior to the end of the Term.

13. To ensure continuity of the Services in the event the Parties execute a new Agreement after the expiration of the Term, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Term to allow for negotiation of a subsequent new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. City may terminate without cause this Agreement at any time after providing Care Solace with thirty (30) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate this Agreement without cause by providing City with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of

a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and City each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter “COPPA”), and the provisions of HIPAA set forth in Paragraph 19, *infra*.

19. Care Solace and City each agree that City personnel may have access to Protected Health Information (hereinafter “PHI”) that is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (codified at 45 C.F.R. Parts 160, 162, and 164 and related regulations). In the event that: (i) City is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate; and (iii) City personnel are providing PHI to Care Solace, then Care Solace warrants that it will appropriately safeguard PHI (as that term is defined in 45 C.F.R. 160.103), and agrees that to the extent it applies, Care Solace will comply with the provisions of 45 C.F.R. 164 Subpart E regarding use and disclosure of PHI. Care Solace shall execute a Business Associate Agreement if requested by City.

19.1 The Parties agree that to the extent this Agreement is subject to any state or federal law provisions governing health care fraud and abuse, the Parties shall comply with applicable local, state, and federal statutes, rules, and regulations, which may include, but not be limited to, 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and the California Physician Ownership and Referral Act of 1993, to the extent applicable. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers.

20. The Branded Site will include a privacy policy and terms of use which will comply with applicable law.

21. City expressly understands and agrees that prior to providing the contact or other information to Care Solace of a resident in need of mental health services as part of the Warm Handoff® process, the City employee making the Warm Handoff® must first obtain consent from the resident to provide the resident’s contact or other information to Care Solace.

22. City represents and warrants that any Independent Contractor that is provided with access to the Services or is otherwise responsible for transmitting PHI or other private information to Care Solace is subject to the same warranties and requirements as City pursuant to this Agreement.

23. Care Solace reserves the right to internally monitor City's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to City to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If City desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, City shall obtain and deliver to Care Solace a duly executed written HIPAA-compliant authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by City is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by City are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants City a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by City to the Branded Site.

27. Use Restrictions. City covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, City will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. City and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by City and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to City any unauthorized access to data or information provided by City upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by City, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the City was solely responsible for the breach, the City shall reimburse Care Solace for time and expenses incurred to assist City with any required notifications to affected individuals. In the event that Care Solace and City are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a “Dispute” subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter “**Proprietary Rights**”) embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the “**Technology**”) shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, City hereby transfers and assigns to Care Solace any rights City may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by City personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter “**Owner**”) may disclose to the other Party (hereinafter “**Recipient**”). For purposes of this Agreement, the term “Confidential Information” means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state’s open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace’s business and technical information and data, and (iii) City’s information or other data processed, stored or transmitted by, in or through the Services (hereinafter “**City Data**”). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control

of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. **General Skills and Knowledge**. Notwithstanding anything to the contrary in this Agreement, City agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. **Publicity and Branding**. City agrees that Care Solace may (a) publicize City's name, the fact of the Branded Site, and City's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. **Options for Infringement Claims**. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for City to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to City of any and all fees paid in advance for those Services not provided by Care Solace. This Paragraph and the defense and indemnity Paragraph 39, *infra*, set forth the entire liability of Care Solace to City for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. City represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by City and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by City of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to City in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth

in this Paragraph 36, City will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to City's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify City and its officers, agents, employees and volunteers (collectively "**City Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of City Parties.

40. Additional Insured. Care Solace shall cause City to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Naming a City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will City be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38. Notwithstanding City's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for City's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

41. A City seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50, *infra* (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “Mediation Service”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service’s panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association’s (“**AAA’s**”) Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA’s current Commercial Arbitration Rules and Mediation Procedures may be viewed here by clicking on this link: [https://home.caresolace.com/contracts/AAA- Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf](https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf)

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California, subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to City or any third-party beneficiary as the result of a Dispute, or in the event that City is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including City.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Los Angeles County, CA.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and City shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

City of Lakewood, CA
5050 Clark Avenue
Lakewood, CA 90712
Attention: Thaddeus McCormack
City Manager
Email: tmack@lakewoodcity.org

If to Care Solace:
Care Solace, Inc.
1624 Market St., Ste 226
PMB 94660
Denver, CO 80202-1559
Attention: Peter C. Biberstein
Email: peter.biberstein@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of City.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Peter Biberstein

Title: General Counsel & VP of Business Affairs; Admitted in CO, DC, MD & VA

Signature: _____

City of Lakewood, CA ("City")

Printed Full Name: _____

Title: _____

Signature: _____

Accounts Payable Information:

Dept: _____

Accounts Payable contact:

Name: _____

Email: _____

Phone: _____

OUR PURPOSE

We work alongside city and town governments to provide a community-wide solution. We help every resident and government staff member connect to quality mental health and substance use treatment providers in their communities.

KEY BENEFITS

- Provides real-time data on community mental health needs including treatment categories, appointments booked, and demographics, for key insights and action plans.
- Helps all city/town residents and government staff connect to the right help at the right time.
- Supports equitable access to care regardless of coverage, including private insurance, Medicaid, and sliding scale options for those without insurance.

SERVICES AT A GLANCE

- Proprietary software for referral submission and tracking
- 24/7/365 Care Companion™ assistance with:
 - Accessing qualified mental health care and substance use treatment providers
 - Determining provider availability
 - Reducing wait times for care
 - Navigating insurance
 - Scheduling an appointment(s)
- Custom link to self-service tool for anonymous custom matching with verified providers

Proposal for City of Lakewood

Term: July 1, 2023 - December 31, 2023

45,000 residents

\$1.50 per resident

Cost: \$33,750

Additional Term: January 1, 2024 - Jun 30, 2024 Cost: \$33,750

Chad Castruita

CEO/Founder

Chad@caresolace.org

818-437-5609



DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Purchase of FF&E for Civic Center Counter Improvements at Community Development (CD) and Public Works (PW)

INTRODUCTION

On May 23, 2023 Council awarded a construction contract for the Civic Center Counter Improvements at Community Development/Public Works project. At the time, staff reported that it was currently soliciting proposals for new furniture, fixtures and equipment (FF&E) to be furnished and installed in the improved area as part of the project. After receiving and reviewing several vendor proposals, staff is now requesting authorization to purchase the furniture, fixtures, and equipment (FF&E) to be installed as part of the counter renovation project.

STATEMENT OF FACT

The City's purchasing policy allows for purchases to be made on behalf of the City through any governmental entity, including, but not limited to, the State of California, the County of Los Angeles, other cities or special districts, or cooperatives, provided that the entity acquiring the supplies or equipment substantially adhere to the procedures set forth in the policy. As a local government agency, the City of Lakewood is eligible to utilize the General Service Administration (GSA) and National Purchasing Partners (NPPGov) cooperative purchasing programs for competitively procured contracts with quality vendors, savings of time and financial resources necessary to fulfill bid requirements, assistance with purchasing process by qualified staff, and access to pricing based on high profile contracts.

David George & Associates (DGA), the architect for our ongoing CD/PW Counter Improvement Project, in conjunction with D & R Office Works, a local office furniture vendor, developed the design/layout for the new FF&E that would be installed in the newly renovated space. The FF&E includes all new workstations, partitions, filing, plan tables, and chairs to accommodate the renovated CD/PW counter area. The proposal includes Tayco brand office furniture items which include a GSA purchasing cooperative discount of approximately 68% off list price and Eurotech seating with a similar NPPGov discount of 54% off list price. The total not-to-exceed cost for the proposal is \$59,649.57. For comparison, staff solicited a separate quote from another office furniture vendor, which also utilized cooperative purchasing pricing from the trailer furniture manufacturer who provided a proposal with a 60% off list price discount. The total not-to-exceed cost for the separate proposal was \$96,854.55, or \$37,205 (60%) more than D&R's proposal. The difference between the two proposals appears to be primarily driven by the warranty coverage. The trailer furniture manufacture provides a 12-year warranty, with limited exceptions. The Tayco warranty provided significantly less coverage and parts covered ranged from 1 to 12 years. In

order to evaluate the quality of the Tayco furniture, staff visited D&R's showroom to physically observe the furniture and were ultimately satisfied with the functionality and craftsmanship. By purchasing furniture from both manufacturers, the City will have the opportunity to evaluate the durability of both products in an active office environment, prior to furnishing the remainder of City Hall furniture in the upcoming coming years. The procurement time is approximately eight (8) weeks with the furniture estimated to arrive in late August or early September.

Additional City Funding

The overall counter-improvement project is primarily funded by a State planning grant (SB 2) that the City applied for in 2019 and the State awarded in 2020. On May 23, 2023, Council authorized the SB 2 funds and Measure L funds for the construction of the counter improvements. Staff is requesting Council to authorize an additional appropriation of \$60,000 from Measure L funds to purchase the FF&E. There are \$1,460,300 remaining in this fiscal year's unallocated Measure L funds, in addition to last year's cumulative uncommitted balance of \$3,886,801, for a total unallocated balance of Measure L funds in the amount of \$5,347,101. These unallocated Measure L funds would be the source for the additional funding.

As the construction contract for the counter improvements included an additive alternate bid item to replace the aged carpet in the adjacent CD/PW offices, staff is currently soliciting an additional proposal from D&R for new FF&E for the impacted offices for staff to assess. Staff will come back to council at a later date for the award of the proposal for the additional FF&E. At the end of the project, any unspent project funds can be returned to the unallocated fund balance or placed in the contingency account.

RECOMMENDATIONS

Staff recommends that the City Council:

- (1) Authorize staff to purchase the FF&E for the Civic Center Counter Improvements at Community Development/Public Works in an amount not-to-exceed \$59,649.57, and authorize the Mayor to sign the proposal.
- (2) Appropriate \$60,000 from the reserve for Capital Improvements for the project from Measure L.

Kelli Pickler
Director of Public Works



Thaddeus McCormack
City Manager





9956 Baldwin Place
El Monte, Ca 91731
626.454.4660
office works, inc. www.dandrofficeworks.com

QUOTATION

SOLD TO:

City Of Lakewood
City Of Lakewood
PO Box 220

Lakewood Ca 90714
562-866-9771

SHIP TO:

Samantha Chambers
City Of Lakewood
Planning Dept
5050 Clark Ave
Lakewood Ca 90712
562-866-9771

FQO / QUOTE #				DATE	CUSTOMER PO NO		CUSTOMER NO		SALESPERSON		
COL050423				6/14/2023				Samantha Chambers		Bob Liezeit	
Line #	Qty	Part Number		Part Description					Sell	Ext Sell	
1	1	Contract		Seating: NPP-GOV					\$0.00	\$0.00	
2	1	Contract		Mirror GSA Contract GS-27F-0004Y					\$0.00	\$0.00	
									Sub Total	\$0.00	
GREEN_AREA											
3	6	TYC	C-PF00-4536	PANEL FRAME, 45H X 36W					\$123.86	\$743.16	
				Panel Trim/Filler Style & Metal Paint Colour		THN	Thin				
				Metal Paint Colour		P115	Ginger				
4	12	TYC	C-PMA1-4036	MONOLITHIC FABRIC TILE, 40H X 36W, GRADE 1					\$68.02	\$816.24	
				Grade 1 Panel Fabrics		F2151	Commerce - Sand				
5	1	TYC	C-PF00-4524	PANEL FRAME, 45H X 24W					\$106.08	\$106.08	
				Panel Trim/Filler Style & Metal Paint Colour		THN	Thin				
				Metal Paint Colour		P115	Ginger				
6	2	TYC	C-PMA1-4024	MONOLITHIC FABRIC TILE, 40H X 24W, GRADE 1					\$50.23	\$100.46	
				Grade 1 Panel Fabrics		F2151	Commerce - Sand				
7	1	TYC	C-VUCP-1672-C-G	COSMO PANEL MOUNTED SCREEN,16"HX72"W,CLEAR TEMPERED GLASS					\$230.57	\$230.57	
				Metal Component Paint Colour		P115	Ginger				
8	1	TYC	C-VUCP-1624-C-G	COSMO PANEL MOUNTED SCREEN,16"HX24"W,CLEAR TEMPERED GLASS					\$155.38	\$155.38	
				Metal Component Paint Colour		P115	Ginger				
9	7	TYC	C-HWA1-45	WALL TO PANEL CONN, TYPE 1 2.25" - 3.25" ADJUSTABLE, 45H					\$86.42	\$604.94	
				Panel Trim/Filler Style & Metal Paint Colour		THN	Thin				
				Metal Paint Colour		P115	Ginger				
10	1	TYC	*T-FL2U-3021	UNDERDESK 2-DRAWER LATERAL FILE, 30W X 21D					\$438.98	\$438.98	

FQO / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423		6/14/2023				Samantha Chambers		Bob Liezeit	
Line #	Qty		Part Number	Part Description				Sell	Ext Sell
				Pedestal / Cabinet Face Laminates & Vinyl Tri	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Pedestal / Cabinet Body Laminates & Vinyl Tr	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Handle Style	MCK	McKay			
				Handle Color	P115	Ginger			
11	4	TYC	V-AFMA-02	DBL MONITOR ARMS CLM& GR STY				\$183.77	\$735.08
				Monitor Arm Colour	P112	Silver			
12	1	TYC	*C-FL4F-3621	LATERAL, 4 DRAWER, FREESTANDING, 52-1/2HX36WX21D				\$809.95	\$809.95
				Pedestal/Cabinet Face Laminates	L161\V161	Sable Island			
				Pedestal/Cabinet Body Laminates	L161\V161	Sable Island			
				Handle Style	MCK	McKay			
				Handle Finish	P115	Ginger			
13	1	TYC	C-AAB0-24	ACCESSORY BAR, 24"W				\$48.05	\$48.05
				Metal Accessories Paint Colour	P112	Silver			
14	2	TYC	C-AAP-13	PAPER TRAY, LEGAL				\$31.51	\$63.02
				Metal Accessories Paint Colour	P112	Silver			
15	1	TYC	R-TUCG-705823-R-H A	UNITIZED HT ADJ TABLE,CURVED FRT,70WX58DX23RX23R,RH,W/G,1"TP				\$1,266.10	\$1,266.10
				HAT Worksurface Laminate	WDG	Woodgrain			
				Woodgrain Finish	L161	Sable Island			
				HAT Worksurface Vinyl Trim	V161	Sable Island			
				HAT Grommet Colour	P112	Silver			
				HAT Metal Paint Colour	P121	White			
16	1	TYC	C-WS0G-3024	STRAIGHT WORK SURFACE,30 X 24,W/ GROMMET				\$92.98	\$92.98
				Grommet Type	SGS	Square Grommet			
				Grommet Colour	SVR	Silver			
				Worksurface 1" Laminate	L161\V161	Sable Island			
17	8	TYC	L-EMW-2	WORKSURFACE-MOUNTED MODULE AND W/ 2 POWER & 2 USB PORTS				\$47.42	\$379.36
18	4	TYC	C-HFNR-45	FILLER, 90 DEGREE, 45"H				\$51.79	\$207.16
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
19	5	TYC	C-HKP2P-45	PANEL FRAME SCREW KIT, 45"H				\$0.00	\$0.00
20	7	TYC	C-HET0-45	END TRIM, TOP CAP MATCHING, 45H				\$27.77	\$194.39
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
21	9	TYC	C-VUCP-1642-C-G	COSMO PANEL MOUNTED SCREEN,16"HX42"W,CLEAR TEMPERED GLASS				\$192.50	\$1,732.50
				Metal Component Paint Colour	P115	Ginger			
22	9	TYC	C-PF00-4542	PANEL FRAME, 45H X 42W				\$132.91	\$1,196.19
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			

FQO / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423		6/14/2023				Samantha Chambers		Bob Liezeit	
Line #	Qty		Part Number	Part Description			Sell	Ext Sell	
23	18	TYC	C-PMA1-4042	MONOLITHIC FABRIC TILE, 40H X 42W, GRADE 1			\$71.14	\$1,280.52	
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
24	3	TYC	*T-FPBM-1621	MOBILE BBF PEDESTAL, 16W X 21D			\$370.97	\$1,112.91	
				Pedestal / Cabinet Face Laminates & Vinyl Tri	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Pedestal / Cabinet Body Laminates & Vinyl Tr	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Pedestal / Cabinet Top Laminates & Vinyl Trin	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Handle Style	MCK	McKay			
				Handle Color	P115	Ginger			
25	2	TYC	TL-TSRG-6036	STRAIGHT DESK, RECESSED FULL MODESTY & GROMMETS, 60W X 36D			\$348.50	\$697.00	
				Worksurface/Storage Top Laminates/Shelf & \	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Grommet Type/Colour	SQG	Square Grommet, Square			
				Square Grommet Colour	G112	Silver			
				Gable & Modesty Laminate & Vinyl Trim	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
26	1	TYC	U-WS0G-5436	STRAIGHT WS,W/GROMMET,54"WX36"DX1"TK			\$157.87	\$157.87	
				Worksurface/Storage Top Laminates/Shelf & \	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Grommet Type/Colour	SQG	Square Grommet, Square			
				Square Grommet Colour	G112	Silver			
27	1	TYC	R-HATB-SM-30	HGT ADJ BASE 36-42 SML,F/30"D TABLE			\$441.79	\$441.79	
				HAT Metal Paint Colour	P121	White			
28	1	TYC	TL-TS0Z-6030	STRAIGHT DESK, W/ PARTIAL MOD.& GROMMETS, 60W X 30D			\$295.78	\$295.78	
				Worksurface/Storage Top Laminates/Shelf & \	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Grommet Type/Colour	SQG	Square Grommet, Square			
				Square Grommet Colour	G112	Silver			
				Gable & Modesty Laminate & Vinyl Trim	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
29	1	TYC	R-HA3B-LG-30	HGT ADJ BASE,78-84"W,3 LEG,F/29OR30"D RET			\$880.78	\$880.78	
				HAT Metal Paint Colour	P121	White			
30	1	TYC	R-WS0G-7230	HGT ADJ TABLE SURFACE,72"Wx30"D,W/G			\$167.23	\$167.23	
				HAT Worksurface Laminate	WDG	Woodgrain			
				Woodgrain Finish	L161	Sable Island			
				HAT Worksurface Vinyl Trim	V161	Sable Island			
				HAT Grommet Colour	P112	Silver			
31	1	TYC	U-WS0N-1836	STRAIGHT WS,18"WX36"DX1"TK			\$83.62	\$83.62	
				Worksurface/Storage Top Laminates/Shelf & \	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
32	4	TYC	F-PWW	WS TO WS FLUSH PLATE			\$12.79	\$51.16	
				Metal Paint Color	P112	Silver			

FQO / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423		6/14/2023				Samantha Chambers		Bob Liezeit	
Line #	Qty		Part Number	Part Description				Sell	Ext Sell
33	3	TYC	C-SOFM-1430-P	FLIPPER CABINET, METAL FACE, W/ EASY DOWN SLIDE, 30W X 14D				\$354.12	\$1,062.36
				Metal Body Paint Colour	P115	Ginger			
34	3	TYC	V-ELU-24	SILVER TASKLIGHT,24" WIDE				\$88.92	\$266.76
35	3	TYC	C-ADWB-30-KIT	DOUBLE CHANNEL WALL MOUNT BRACKET KIT, 30W				\$42.12	\$126.36
				Metal Bracket Paint Colour	P115	Ginger			
36	3	TYC	C-ATW0-2430	TACK BOARD, WALL MOUNTED 24H X 30W				\$46.49	\$139.47
				Tackboard/Panel Fabrics	~G1	Grade 1 Fabrics			
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
37	3	TYC	C-VUCP-1636-C-G	COSMO PANEL MOUNTED SCREEN,16"HX36"W,CLEAR TEMPERED GLASS				\$180.34	\$541.02
				Metal Component Paint Colour	P115	Ginger			
38	2	TYC	C-WS0G-3624	STRAIGHT WORK SURFACE,36 X 24,W/ GROMMET				\$95.47	\$190.94
				Grommet Type	SGS	Square Grommet			
				Grommet Colour	SVR	Silver			
				Worksurface 1" Laminate	L161\V161	Sable Island			
39	2	TYC	*C-FL2U-3621	LATERAL, TWO DRAWER, UNDERDESK, 36W X 21D				\$453.02	\$906.04
				Pedestal/Cabinet Face Laminates	L161\V161	Sable Island			
				Pedestal/Cabinet Body Laminates	L161\V161	Sable Island			
				Handle Style	MCK	McKay			
				Handle Finish	P115	Ginger			
40	2	TYC	C-SOFM-1436-P-W	FLIPPER CABINET,METAL FACE,W/MW/ EASY DOWN SLIDE, 36W X 14D				\$373.78	\$747.56
				Metal Body Paint Colour	P115	Ginger			
41	2	TYC	V-ELU-24	SILVER TASKLIGHT,24" WIDE				\$88.92	\$177.84
42	2	TYC	C-ADWB-36-KIT	DOUBLE CHANNEL WALL MOUNT BRACKET KIT, 36W				\$51.48	\$102.96
				Metal Bracket Paint Colour	P115	Ginger			
43	1	TYC	C-ATW0-2436	TACK BOARD, WALL MOUNTED 24H X 36W				\$61.46	\$61.46
				Tackboard/Panel Fabrics	~G1	Grade 1 Fabrics			
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
44	1	TYC	R-TS0G-8229-HA	HEIGHT ADJUSTABLE TABLE,82"Wx29"D,W/GROMMET,MELAMINE				\$758.78	\$758.78
				HAT Worksurface Laminate	WDG	Woodgrain			
				Woodgrain Finish	L161	Sable Island			
				HAT Worksurface Vinyl Trim	V161	Sable Island			
				HAT Grommet Colour	P112	Silver			
				HAT Metal Paint Colour	P121	White			
45	2	TYC	C-WS0G-2424	STRAIGHT WORK SURFACE,24 X 24,W/ GROMMET				\$87.05	\$174.10
				Grommet Type	SGS	Square Grommet			
				Grommet Colour	SVR	Silver			
				Worksurface 1" Laminate	L161\V161	Sable Island			

FQO / QUOTE #			DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
COL050423			6/14/2023		Samantha Chambers	Bob Liebzzeit	
Line #	Qty		Part Number	Part Description		Sell	Ext Sell
46	2	TYC	C-ADWB-24-KIT	DOUBLE CHANNEL WALL MOUNT BRACKET KIT, 24W		\$34.01	\$68.02
				Metal Bracket Paint Colour	P115	Ginger	
47	2	TYC	C-ATW0-2424	TACK BOARD, WALL MOUNTED 24H X 24W		\$44.62	\$89.24
				Tackboard/Panel Fabrics	~G1	Grade 1 Fabrics	
				Grade 1 Panel Fabrics	F2151	Commerce - Sand	
48	1	TYC	R-TUCG-824623-L-H A	UNITIZED HT ADJ TABLE,CURVED FRT,82WX46DX23RX23R,LH,W/G,1"TP		\$1,280.45	\$1,280.45
				HAT Worksurface Laminate	WDG	Woodgrain	
				Woodgrain Finish	L161	Sable Island	
				HAT Worksurface Vinyl Trim	V161	Sable Island	
				HAT Grommet Colour	P112	Silver	
				HAT Metal Paint Colour	P121	White	
49	2		*C-SOFM-1424-P-W	FLIPPER CABINET,METAL FACE,W/MW/ EASY DOWN SLIDE, 24W X 14D		\$354.12	\$708.24
					P115	Ginger	
50	2	TYC	V-ELU-24	SILVER TASKLIGHT,24" WIDE		\$88.92	\$177.84
51	2		*S-PPAL-043649	UNDERDESK 2-DRAWER LATERAL FILE, 24W X 21D		\$653.95	\$1,307.90
					WDG	Woodgrain	
					L161\V161	Sable Island	
					MCK	McKay	
					P115	Ginger	
52	1	TYC	R-TUCG-824623-R-H A	UNITIZED HT ADJ TABLE,CURVED FRT,82WX46DX23RX23R,RH,W/G,1"TP		\$1,280.45	\$1,280.45
				HAT Worksurface Laminate	WDG	Woodgrain	
				Woodgrain Finish	L161	Sable Island	
				HAT Worksurface Vinyl Trim	V161	Sable Island	
				HAT Grommet Colour	P112	Silver	
				HAT Metal Paint Colour	P121	White	
53	8	EUR	LAU1-FBRX-GR1	Lauch Chair, Black Mesh Back. Seat Dillon Stratus		\$401.58	\$3,212.64
54	1		Design	Design Fee		\$1,144.00	\$1,144.00
55	1		Sales Tax	Sales Tax		\$3,666.80	\$3,666.80
56	1		Freight	Freight		\$240.00	\$240.00
57	1		Del-Install	Deliver and Install Normal Business Hours. Prevailing Wage		\$5,920.00	\$5,920.00
						Sub Total	\$39,440.48
YELLOW							
58	6	TYC	C-PF00-4524	PANEL FRAME, 45H X 24W		\$106.08	\$636.48
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin	
				Metal Paint Colour	P115	Ginger	

FQO / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423		6/14/2023				Samantha Chambers		Bob Liezeit	
Line #	Qty		Part Number	Part Description				Sell	Ext Sell
59	12	TYC	C-PMA1-4024	MONOLITHIC FABRIC TILE, 40H X 24W, GRADE 1				\$50.23	\$602.76
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
60	2	TYC	C-WS0G-8424	STRAIGHT WORK SURFACE,84 X 24,W/ GROMMET				\$207.79	\$415.58
				Grommet Type	SGS	Square Grommet			
				Grommet Colour	SVR	Silver			
				Worksurface 1" Laminate	L161\V161	Sable Island			
61	1	TYC	C-VUCP-0860-C-G	COSMO PANEL MOUNTED SCREEN,8"HX60"W,CLEAR TEMPERED GLASS				\$195.94	\$195.94
				Metal Component Paint Colour	P115	Ginger			
62	1	TYC	C-PF00-4560	PANEL FRAME, 45H X 60W				\$159.12	\$159.12
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
63	2	TYC	C-PMA1-4060	MONOLITHIC FABRIC TILE, 40H X 60W, GRADE 1				\$80.18	\$160.36
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
64	3	TYC	V-AFMA-02	DBL MONITOR ARMS CLM& GR STY				\$183.77	\$551.31
				Monitor Arm Colour	P112	Silver			
65	1	TYC	C-PF00-4548	PANEL FRAME, 45H X 48W				\$141.02	\$141.02
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
66	2	TYC	C-PMA1-4048	MONOLITHIC FABRIC TILE, 40H X 48W, GRADE 1				\$73.01	\$146.02
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
67	4	TYC	C-PF00-4542	PANEL FRAME, 45H X 42W				\$132.91	\$531.64
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
68	4	TYC	C-PMA1-4042	MONOLITHIC FABRIC TILE, 40H X 42W, GRADE 1				\$71.14	\$284.56
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
69	4	TYC	C-PTA1-2442	ACOUSTICAL TACKABLE FABRIC TILE, 24H X 42W, GRADE 1				\$54.91	\$219.64
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
70	4	TYC	C-PTB0-0842	FLIP-UP BELT LINE TILE, 8H X 42W				\$86.42	\$345.68
				Tackboard/Panel Fabrics	~G1	Grade 1 Fabrics			
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
71	4	TYC	C-PTA1-0842	ACOUSTICAL TACKABLE FABRIC TILE, 8H X 42W, GRADE 1				\$38.69	\$154.76
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
72	1	TYC	C-VUCP-1624-C-G	COSMO PANEL MOUNTED SCREEN,16"HX24"W,CLEAR TEMPERED GLASS				\$155.38	\$155.38
				Metal Component Paint Colour	P115	Ginger			

FQO / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423		6/14/2023				Samantha Chambers		Bob Liebzzeit	
Line #	Qty		Part Number	Part Description			Sell	Ext Sell	
73	4	TYC	L-EMW-2	WORKSURFACE-MOUNTED MODULE AND W/ 2 POWER & 2 USB PORTS			\$47.42	\$189.68	
74	3	TYC	*T-FSU0-4221	UNDERDESK STORAGE CABINET, 42W X 21D			\$397.49	\$1,192.47	
				Pedestal / Cabinet Face Laminates & Vinyl Tri	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Pedestal / Cabinet Body Laminates & Vinyl Tr	WDG	Woodgrain			
				Woodgrain	L161\V161	Sable Island			
				Handle Style	MCK	McKay			
				Handle Color	P115	Ginger			
75	1	TYC	C-CB01-R	UNIVERSAL BRACKET, RH			\$2.50	\$2.50	
76	1	TYC	C-CB01-L	UNIVERSAL BRACKET, LH			\$2.50	\$2.50	
77	1	TYC	C-VUCP-0848-C-G	COSMO PANEL MOUNTED SCREEN,8"HX48"W,CLEAR TEMPERED GLASS			\$178.78	\$178.78	
				Metal Component Paint Colour	P115	Ginger			
78	1	TYC	R-TUCG-645823-R-H A	UNITIZED HT ADJ TABLE,CURVED FRT,64WX58DX23RX23R,RH,W/G,1"TP			\$1,248.94	\$1,248.94	
				HAT Worksurface Laminate	WDG	Woodgrain			
				Woodgrain Finish	L161	Sable Island			
				HAT Worksurface Vinyl Trim	V161	Sable Island			
				HAT Grommet Colour	P112	Silver			
				HAT Metal Paint Colour	P121	White			
79	2	TYC	C-HWA1-45	WALL TO PANEL CONN, TYPE 1 2.25" - 3.25" ADJUSTABLE, 45H			\$86.42	\$172.84	
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
80	6	TYC	C-VUCP-0824-C-G	COSMO PANEL MOUNTED SCREEN,8"HX24"W,CLEAR TEMPERED GLASS			\$143.21	\$859.26	
				Metal Component Paint Colour	P115	Ginger			
81	4	TYC	C-VUCP-0842-C-G	COSMO PANEL MOUNTED SCREEN,8"HX42"W,CLEAR TEMPERED GLASS			\$177.22	\$708.88	
				Metal Component Paint Colour	P115	Ginger			
82	1	TYC	C-PF00-4536	PANEL FRAME, 45H X 36W			\$123.86	\$123.86	
				Panel Trim/Filler Style & Metal Paint Colour	THN	Thin			
				Metal Paint Colour	P115	Ginger			
83	2	TYC	C-PMA1-4036	MONOLITHIC FABRIC TILE, 40H X 36W, GRADE 1			\$68.02	\$136.04	
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
84	1	TYC	C-VUCP-0836-C-G	COSMO PANEL MOUNTED SCREEN,8"HX36"W,CLEAR TEMPERED GLASS			\$165.67	\$165.67	
				Metal Component Paint Colour	P115	Ginger			
85	1	TYC	C-ATW0-2436	TACK BOARD, WALL MOUNTED 24H X 36W			\$61.46	\$61.46	
				Tackboard/Panel Fabrics	~G1	Grade 1 Fabrics			
				Grade 1 Panel Fabrics	F2151	Commerce - Sand			
86	1	TYC	C-PF00-6924	PANEL FRAME, 69H X 24W			\$121.99	\$121.99	

FQO / QUOTE #		DATE		CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423		6/14/2023				Samantha Chambers		Bob Liezeit	
Line #	Qty		Part Number	Part Description				Sell	Ext Sell
				Panel Trim/Filler Style & Metal Paint Colour		THN	Thin		
				Metal Paint Colour		P115	Ginger		
87	2	TYC	C-PMA1-6424	MONOLITHIC FABRIC TILE, 64H X 24W, GRADE 1				\$67.08	\$134.16
				Grade 1 Panel Fabrics		F2151	Commerce - Sand		
88	1	TYC	R-TS0G-8229-HA	HEIGHT ADJUSTABLE TABLE,82"Wx29"D,W/GROMMET,MELAMINE				\$758.78	\$758.78
				HAT Worksurface Laminate		WDG	Woodgrain		
				Woodgrain Finish		L161	Sable Island		
				HAT Worksurface Vinyl Trim		V161	Sable Island		
				HAT Grommet Colour		P112	Silver		
				HAT Metal Paint Colour		P121	White		
89	1	TYC	*C-FL2U-4221	LATERAL, TWO DRAWER, UNDERDESK, 42W X 21D				\$474.86	\$474.86
				Pedestal/Cabinet Face Laminates		L161\V161	Sable Island		
				Pedestal/Cabinet Body Laminates		L161\V161	Sable Island		
				Handle Style		MCK	McKay		
				Handle Finish		P115	Ginger		
90	3	TYC	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED				\$65.21	\$195.63
91	5	TYC	C-EM84-B14	BELT HEIGHT, POWER MODULE, W/ 4 OUTLETS				\$121.99	\$609.95
92	2	TYC	C-EH84-31	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 31"				\$54.91	\$109.82
93	2	TYC	C-EH84-52	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 52"				\$67.08	\$134.16
94	1	TYC	C-ES84-168-0	STARTER HARNESS,NO MODULE,OPEN WIRE,168L,8W,4C				\$137.28	\$137.28
95	1	TYC	C-WS0G-2424	STRAIGHT WORK SURFACE,24 X 24,W/ GROMMET				\$87.05	\$87.05
				Grommet Type		SGS	Square Grommet		
				Grommet Colour		SVR	Silver		
				Worksurface 1" Laminate		L161\V161	Sable Island		
96	1	TYC	R-TUCG-824623-R-H A	UNITIZED HT ADJ TABLE,CURVED FRT,82WX46DX23RX23R,RH,W/G,1"TP				\$1,280.45	\$1,280.45
				HAT Worksurface Laminate		WDG	Woodgrain		
				Woodgrain Finish		L161	Sable Island		
				HAT Worksurface Vinyl Trim		V161	Sable Island		
				HAT Grommet Colour		P112	Silver		
				HAT Metal Paint Colour		P121	White		
97	1		*C-SOFM-1424-P-W	FLIPPER CABINET,METAL FACE,W/MW/ EASY DOWN SLIDE, 24W X 14D				\$354.12	\$354.12
						...P115	Ginger		
98	1	TYC	V-ELU-24	SILVER TASKLIGHT,24" WIDE				\$88.92	\$88.92
99	1		*S-PPAL-043649	UNDERDESK 2-DRAWER LATERAL FILE, 24W X 21D				\$653.95	\$653.95
						WDG	Woodgrain		
						L161\V161	Sable Island		
						MCK	McKay		
						P115	Ginger		

FQO / QUOTE #				DATE	CUSTOMER PO NO		CUSTOMER NO		SALESPERSON	
COL050423				6/14/2023			Samantha Chambers		Bob Liebzeit	
Line #	Qty		Part Number	Part Description				Sell	Ext Sell	
100	4	TYC	C-HFTR-45	FILLER, "T" CONDITION, 45"H				\$51.48	\$205.92	
				Panel Trim/Filler Style & Metal Paint Colour Metal Paint Colour		THN P115	Thin Ginger			
101	7	TYC	C-HET0-45	END TRIM, TOP CAP MATCHING, 45H				\$27.77	\$194.39	
				Panel Trim/Filler Style & Metal Paint Colour Metal Paint Colour		THN P115	Thin Ginger			
102	3	TYC	C-HKP2P-45	PANEL FRAME SCREW KIT, 45"H				\$0.00	\$0.00	
103	1	TYC	C-HETP-24	PARTIAL END TRIM, TOP CAP MATCHING, 24H				\$19.66	\$19.66	
				Panel Trim/Filler Style & Metal Paint Colour Metal Paint Colour		THN P115	Thin Ginger			
104	1	TYC	C-HET0-69	END TRIM, TOP CAP MATCHING, 69H				\$37.44	\$37.44	
				Panel Trim/Filler Style & Metal Paint Colour Metal Paint Colour		THN P115	Thin Ginger			
105	1		*S-FNGG-059946	STG CAB,F/S,18"WX12"D,LH Woodgrain Sable Island Handle McKay Ginger				\$359.42	\$359.42	
106	2	EUR	LAU1-FBRX-GR1	Lauch Chair, Black Mesh Back. Seat Dillon Stratus				\$401.58	\$803.16	
107	1		Design	Design Fee				\$286.00	\$286.00	
108	1		Sales Tax	Sales Tax				\$1,878.85	\$1,878.85	
109	1		Freight	Freight				\$60.00	\$60.00	
110	1		Del-Install	Deliver and Install Normal Business Hours. Prevailing Wage				\$1,480.00	\$1,480.00	
								Sub Total	\$20,209.09	
								Total Sell:	\$59,649.57	

----- Special Instructions -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- Additional Instructions -----

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
COL050423		6/14/2023		Samantha Chambers	Bob Liebzeit	
<u>Line #</u>	<u>Qty</u>	<u>Part Number</u>	<u>Part Description</u>		<u>Sell</u>	<u>Ext Sell</u>

By signing this quote, the customer authorizes procurement of the products and services contained herein.

ACCEPTED BY	TITLE	DATE	PO NUMBER
			Total Sell: \$59,649.57

DIVIDER SHEET

COUNCIL AGENDA

June 27, 2023

TO: The Honorable Mayor and City Council

SUBJECT: July is Parks Make Life Better! Month

INTRODUCTION

The California Park & Recreation Society (CPRS) created the Parks Make Life Better! brand initiative to provide member agencies with the tools and resources to brand parks and recreation as an essential community service. July is deemed Parks Make Life Better! month in order to communicate the positive aspects that parks and recreation programs provide to communities.

STATEMENT OF FACT

Branding the parks and recreation profession helps to build loyalty for parks and recreation services, heighten the profession's bargaining power and independence, stimulate growth of programs and services, and attract talented people to the profession. CPRS has encouraged member agencies to adopt the Parks Make Life Better! month resolution to help promote to residents the positive impact parks, recreation and community services play in their daily lives through programs and active and passive spaces.

The City of Lakewood's Recreation and Community Services Department has maintained a long-standing tradition of excellence in offering top tier recreation programs and events, while providing safe, clean and fun parks and community centers. This resolution resounds with the many values Lakewood residents have come to expect from their parks and recreation experiences; and is the embodiment of the city's slogan, "Times change, values don't."

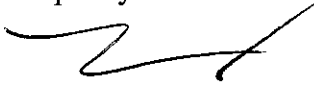
SUMMARY

The Recreation and Community Services Department incorporates the Parks Make Life Better! brand promise in the marketing and promotions of its programs and services. This message can be seen throughout the department's marketing materials. The department will emphasize this message in the month of July, but is committed to this principle all year long.

RECOMMENDATION

Staff recommends the mayor and City Council sign the resolution declaring the month of July as Parks Make Life Better! month as part of the CPRS campaign to encourage cities to maintain parks and recreation programs and facilities in the forefront of public policy.

Valarie Frost, Director 
Recreation & Community Services


Thaddeus McCormack
City Manager

RESOLUTION 2023-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD DECLARING JULY AS PARKS MAKE LIFE
BETTER!® MONTH

WHEREAS, Parks and Recreation makes lives and communities better now and in the future; and

WHEREAS, Parks and Recreation promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and

WHEREAS, parks preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, recreation fosters human development, providing positive alternatives for children and youth during non-school hours to reduce crime and mischief thereby helping children and youth develop and grow into healthy and productive adults; and

WHEREAS, Parks and Recreation offer places, spaces and programs that facilitate social connections, human development, therapy, the arts, and lifelong learning; and

WHEREAS, Parks and Recreation strengthen community image, sense of place and increase cultural unity; and

WHEREAS, Parks and Recreation provide opportunities for directed and self-directed activities which encourage healthy movement; and

WHEREAS, Parks and Recreation remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

WHEREAS, tens of thousands of Lakewood children, adults and seniors benefit from the wide range of services, facilities and programs including 12 parks, two community centers, a nature trail, and cultural, sports and human services programs provided by the City of Lakewood, Department of Recreation and Community Services; and

WHEREAS, the City of Lakewood has received national recognition for its recreation facilities and programs with awards for Playful City USA and Sportstown USA; and

WHEREAS, the City of Lakewood urges all its residents to recognize that Parks and Recreation enrich the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lakewood hereby proclaims July 2023 as Parks Make Life Better!® Month and in doing so, urges all citizens to use and enjoy our Parks and Recreational opportunities.

ADOPTED AND APPROVED THIS 27TH DAY OF JUNE, 2023.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 6/15/2023**

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	18,000.00
		18,000.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
06/15/2023	MOLINA. NICCOLE AND	18,000.00
	Totals:	18,000.00